



## Aiken County Council Work Session October 20, 2020

All Council members present. Councilwoman Rawls and Councilman Hightower dialed in to the meeting via conference call.

### MINUTES

#### 1. Pending Appointment Resolutions

**No new appointments were made.**

#### 2. Clarification and Discussion of Agenda Items

County Administrator, Clay Killian stated that the Administrative Committee would like to remove from the agenda, Consent Item #16.

County Attorney, Jim Holly, stated that if the Animal Control Ordinance is removed from the table, and approved for second reading, there will need to be a motion to amend the Ordinance to include the changes that are attached in the backup documents in the agenda packet.

#### 3. Status of Contingency Funds

Chairman Bunker allocated \$250 to *Aiken Technical College* to help sponsor the 2020 Virtual Giving Gala.

Councilman Siders allocated \$450 to the *Aiken Symphony Orchestra* to assist in advertising expenses.

Chairman Bunker, Councilwoman Furgiuele, and Councilman Feagin allocated \$1,000 total to the *Beech Island Historical Society* to assist with funding for the museum.

Councilman Feagin allocated \$24 to *Aiken County Administration* for a speed limit sign for Horse Creek Subdivision.

All Council members allocated \$1,000 total to *Aiken Barnwell Mental Health* to assist in funding for programs.

Councilman Napier allocated \$1,000 to *Horse Creek Trust* for funding for their annual Christmas tree lighting.

#### 4. Presentation to Celebrate Aiken County's 150<sup>th</sup> Anniversary (Lauren Virgo- Aiken County Museum)

**Presentation to inform Council of ways the museum is partnering with various businesses around the County in celebration of the 150<sup>th</sup> anniversary.**

#### 5. Special Presentation from Eudora Farms

**Presentation to inform Council about everything that Eudora Farms has to offer to the citizens of Aiken County.**

#### 6. Presentation from Dr. Forest Mahan/ EMS Discussion

**Clay Killian discussed the updates and changes to the EMS progress report.**

**Dr. Mahan discussed how Aiken Technical College is helping assist in the search for EMS staff positions, including hosting job fairs for EMS at the college beginning in 2021.**

7. Finance Report- Updated June 2020 & July 2020  
(Lynn Strom, Assistant Administrator/CFO)

**Finance Director, Lynn Strom presented the updated June 2020 and July 2020 financials to Council.**

8. Council Calendar Reminder Dates:
- November 17: County Council Meeting
  - November 26 & 27: County Offices Closed
  - December 8: County Council Meeting
  - December 24 & 25: County Offices Closed

9. Executive Session (if needed)

**Chairman Bunker stated there was a need for Executive Session, but it would not be called to meet until end of the regular Council meeting, due to time restraints.**

**With no other items listed on the Work Session agenda, the meeting was adjourned.**

MEETING RECESSED - 7:03 PM

Respectfully submitted,

Signed:

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Katelyn Hayes, Council Clerk

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Gary Bunker, Chairman



**Aiken County Council Agenda for October 20, 2020**  
**7:00 PM, 16<sup>th</sup> Meeting of 2020**  
**MINUTES**

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, via Council Members on a call in conference, or in person, Chairman Bunker called the meeting to order. The meeting was streamed via Facebook Live for the public audience.

**Council Members Present:**

**Chairman Gary Bunker**  
**Kathy Rawls**  
**Camille Furgieuele**  
**Danny Feagin**  
**Chuck Smith**  
**Sandy Haskell**  
**Phil Napier**  
**L. Andrew Siders**  
**Willar H. Hightower, Jr.**

**Also present:**

**J. Clay Killian, County Administrator**  
**Brian Sanders, Deputy Administrator**  
**Joel Duke, Assistant Administrator/CDO**  
**James M. Holly, County Attorney**  
**Katelyn Hayes, Council Clerk**

**Councilwoman Rawls & Councilman Hightower dialed in to the meeting via conference call. All other Members were present.**

**B. INVOCATION**

**Councilman Hightower led the invocation.**

**C. PLEDGE OF ALLEGIANCE**

**Councilman Siders led the Pledge of Allegiance.**

**D. APPROVAL OF MINUTES**

1. September 15, 2020 Worksession
2. September 15, 2020 Regular Meeting

**With no changes to the minutes, Chairman Bunker requested a motion to approve the minutes.**

**Councilman Siders made a motion to approve the minutes. Councilwoman Furgieuele seconded the motion.**

**The minutes were approved unanimously as presented.**

**E. APPROVAL OF AGENDA**

**Chairman Bunker asked for a motion to approve the agenda. Councilman Siders stated that there was one change to the agenda. Consent Item #16 was removed from the agenda. Councilman Siders made a motion to approve the agenda as amended. Councilman Feagin seconded the motion. The agenda was unanimously approved as amended.**

## F. AWARDS AND RECOGNITIONS

**None listed on the agenda.**

## G. PUBLIC HEARINGS

1. Ordinance Authorizing The Execution And Delivery Of Fee In Lieu Of Tax Agreements By And Between Aiken County, South Carolina And A Company Or Companies Known To The County At This Time As *Project Aiken Solar* With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Certain Special Source Revenue Credits; And Other Matters Related Thereto. (County Council) **(pp. 22-124)**

**There were no speakers and no comments at the Public Hearing.**

2. Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Lake Amelia Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. (*Project Lake Amelia Solar*) (County Council) **(pp. 125-136)**

**There were no speakers and no comments at the Public Hearing.**

3. Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Clay Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. (*Project Clay Solar*) (County Council) **(pp. 137-148)**

**There were no speakers and no comments at the Public Hearing.**

4. Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Wallace I Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. (*Project Wallace I Solar*) (County Council) **(pp. 149-160)**

**There were no speakers and no comments at the Public Hearing.**

5. Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Clearwater Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of



the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. (*Project Clearwater Solar*) (County Council) (pp. 161-172)

**There were no speakers and no comments at the Public Hearing.**

#### **H. OLD BUSINESS**

1. Removal From the Table the Proposed Second Reading of an Ordinance (1) Repealing All Of the Sections In Chapter 4, Animals and Fowl, Of the Aiken County Code Of Ordinances, (2) Replacing Those Existing Sections With New Sections On Definitions; Animal Control; Impoundment, Redemption and Adoption; Dangerous Animals; Rabies Control; Identification; Running At Large; Creating a Public Nuisance; Abuse, Neglect and Abandonment; Tethering Dogs; Enforcement; Penalties; and Related Matters, and (3) Revising the Organization of the Articles and Sections In Chapter 4.  
(County Council) (pp. 1-14)

**Councilman Smith made a motion to remove the ordinance from the table. Councilman Haskell seconded the motion.**

**The ordinance was removed from the table by a unanimous vote.**

**Councilman Smith made a motion to approve the ordinance on second reading. Councilwoman Furguele seconded the motion.**

**Councilwoman Furguele made a motion to amend the ordinance to incorporate the changes that were submitted by staff and the County Attorney. Councilman Smith seconded the motion.**

**With there being no further discussion from Council, Chairman Bunker requested a roll call for votes. The Ordinance was approved as amended and scheduled for third reading by a unanimous vote.**

2. Third Reading of an Ordinance Amending and Revising the Boundaries of the Fire Protection Service Areas Between the New Ellenton Volunteer Fire Department and the Windsor Volunteer Fire Department.  
(County Council) (pp. 15-21)

**Councilman Siders made a motion for the adoption of the ordinance on third reading and Councilman Smith seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

3. Third Reading of an Ordinance Authorizing The Execution And Delivery Of Fee In Lieu Of Tax Agreements By And Between Aiken County, South Carolina And A Company Or Companies Known To The County At This Time As *Project Aiken Solar* With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Certain Special Source Revenue Credits; And Other Matters Related Thereto.  
(County Council) (pp. 22-124)

**Councilman Hightower made a motion for the adoption of the ordinance on third reading and Councilman Siders seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

4. Third Reading of an Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to

be Owned, Leased and/or Operated by the Company or Companies Comprising Project Lake Amelia Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. *(Project Lake Amelia Solar)* (County Council) **(pp. 125-136)**

**Councilman Smith made a motion for the adoption of the ordinance on third reading and Councilman Feagin seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

5. Third Reading of an Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Clay Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. *(Project Clay Solar)* (County Council) **(pp. 137-148)**

**Councilman Feagin made a motion for the adoption of the ordinance on third reading and Councilwoman Furguele seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

6. Third Reading of an Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Wallace I Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. *(Project Wallace I Solar)* (County Council) **(pp. 149-160)**

**Councilwoman Furguele made a motion for the adoption of the ordinance on third reading and Councilman Siders seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

7. Third Reading of an Ordinance Authorizing and Approving (1) Development of a Joint County Industrial and Business Park Pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as Amended, in Conjunction with Edgefield County (the "Park"), Such Park at the Time of Its Initial Development to be Located in Aiken County and to Include Certain Property Now or Later to be Owned, Leased and/or Operated by the Company or Companies Comprising Project Clearwater Solar; (2) the Execution and Delivery of a Written Park Agreement with Edgefield County as to the Requirement of Payments of Fee in Lieu of Ad Valorem Taxes with Respect to Park Property and the Sharing of the Revenues and Expenses of the Park; (3) the Distribution of Revenues from the Park Within Aiken County; and (4) Other Matters Related Thereto. *(Project Clearwater Solar)* (County Council) **(pp. 161-172)**

**Councilwoman Rawls made a motion for the adoption of the ordinance on third reading and Councilwoman Furguele seconded the motion.**

**With there being no discussion from Council, the ordinance was adopted on third reading by a unanimous vote.**

8. Second Reading of an Ordinance Authorizing the Chairman to Exercise and Execute the Option in the an Option Agreement on Behalf of between Aiken County and M. R. Siegrist, dated September 4, 2020, for the Purchase, Subject to Certain Conditions and Terms, of a Tract of Land Located Adjacent to Aiken County's Barden Landfill Containing Approximately 236 Acres, More or Less, Accessed from Addie Road (S-1341) in the Graniteville Area and Designated as Aiken County Tax Map Parcel Number 035-15-01-001.  
(County Council) (pp. 173-185)

**Councilman Haskell made a motion for the approval of the ordinance on second reading and Councilwoman Furguele seconded the motion.**

**With there being no discussion from Council, the Ordinance was approved and scheduled for third reading by a unanimous vote.**

9. Second Reading of an Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement By and Between Aiken County, South Carolina (the "County") and Chester White Holdings, LLC, Acting For Itself, One or More Affiliates and/or Other Project Sponsors (Collectively, the "Company"), With Respect to the Construction of Certain Facilities at a Location in the County (the "Project") and Other Matters Relating Thereto.  
(County Council) (pp. 186-187)

**Councilman Napier made a motion for the approval of the ordinance on second reading and Councilman Siders seconded the motion.**

**With there being no discussion from Council, the Ordinance was approved and scheduled for third reading by a unanimous vote.**

#### **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 Councilmembers from District At-Large, 1, 2, 3 and 4.  
(Bunker, Rawls, Furguele, Feagin, Smith) (pp. 188-189)

**No new appointments.**

2. Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2021 Council Contingency Fund.  
(County Council) (pp. 190-191)

**Chairman Bunker allocated \$250 to *Aiken Technical College* to help sponsor the 2020 Virtual Giving Gala.**

**Councilman Siders allocated \$450 to the *Aiken Symphony Orchestra* to assist in advertising expenses.**

**Chairman Bunker, Councilwoman Furguele, and Councilman Feagin allocated \$1,000 total to the *Beech Island Historical Society* to assist with funding for the museum.**

**Councilman Feagin allocated \$24 to *Aiken County Administration* for a speed limit sign for Horse Creek Subdivision.**

**All Council members allocated \$1,000 total to *Aiken Barnwell Mental Health* to assist in funding for programs.**

**Councilman Napier allocated \$1,000 to *Horse Creek Trust* for funding for their annual Christmas tree lighting.**

3. Resolution to Declare The Property Now Known as Herb Marshall Park in Belvedere As Surplus and Authorize Staff to Begin Sale Procedures.  
(Development Committee) (p. 192)

4. Resolution to Award the Contract to, and Authorize the Council Chairman on Behalf of Aiken County to Enter into an Agreement with J.E. Stewart Builders, Inc. for Aiken Public Library & North Wing Renovation, Bid 21-04-B.  
(Development Committee) **(pp. 193-197)**
5. Resolution to Designate Additional Locations as Extension Offices of the Aiken County Registration and Elections Commission.  
(Development Committee) **(pp. 198-199)**
6. Resolution to Assign the Official Road Name of Breakaway Lane PD-2080 (Private Drive) to Existing Un-Named Private Roads in County Council District 2.  
(Development Committee) **(pp. 200-201)**
7. Resolution to Authorize the Aiken County Public Service Authority to Purchase Hypochlorite & Sodium Bisulfite Chemical Feed Skids from Heyward Incorporated-Heyward Services Inc.  
(Development Committee) **(pp. 202-206)**
8. Resolution to Award the Contract on the Langley Pond Park Inclusive Playground Project to Playcore Wisconsin, Inc./DBA Gametime/Cunningham Recreation and Authorize the Council Chairman on behalf of Aiken County to Enter into an Agreement with Playcore Wisconsin, Inc./DBA Gametime/Cunningham Recreation for That Purpose.  
(Development Committee) **(pp. 207-217)**
9. Resolution to Accept a Deed for an Extension of Yaun Road (C-2009) and Certain Stormwater Facilities and Easements in Franklin Branch Overlook Phase I Subdivision Located in Council District 5.  
(Development Committee) **(pp. 218-219)**
10. Resolution to Accept a Deed and Certain Stormwater Facilities and Easements for Cool Mount Drive (C-2912), Songbird Court (C-2915) and Trigger Mill Court (C-2914) in Anderson Farms Subdivision Section I Phase A Located in Council District 2.  
(Development Committee) **(pp. 220-221)**
11. Resolution to Authorize the Application and Acceptance of a Cash Award to the Sheriff's Office from the SC Department of Public Safety and the SC Public Safety Coordinating Council for Body Worn Camera Related Equipment and Data Storage.  
(Judicial and Public Safety Committee) **(p. 222)**
12. Resolution to Authorize the Council Chairman to Execute an amended Lease on behalf of Aiken County with Greenway Energy, LLC for Office Space at the Applied Research Center formerly known as the Center for Hydrogen Research.  
(Administrative Committee) **(pp. 223-241)**
13. Resolution to Authorize the Distribution of Local Accommodations Tax Funds for FY 2021.  
(Administrative Committee) **(pp. 242-244)**
14. Resolution to Appoint Members to the Aiken County Accommodations Tax Advisory Committee.  
(Administrative Committee) **(p. 245)**
15. Resolution to Declare as Surplus the Structures on the Former Miller Property and Authorize the Removal Through a Request for Proposals Procurement.  
(Administrative Committee) **(p. 246)**
- ~~16. Resolution to Authorize the County Administrator to Accept a Grant from the Center for Tech and Civic Life (CTCL) for Fiscal Year 2021 to Support the Aiken County Registration and Elections Board.  
(Administrative Committee) **(pp. 247-250)**~~

**Tabled, and removed from the agenda for additional information needed.**

**J. INTRODUCTION OF ORDINANCES FOR FIRST READING**

1. First Reading of an Ordinance to Amend Ordinance No. 20-06-10, the Aiken County FY 2021 Operating Budget, to Rebudget Carry-Forward Purchase Orders from FY 2020, to Make Additional Appropriations and Adjustments to Certain Departments, and Other Matters Related Thereto. (County Council) **(Title Only)**
2. First Reading of an Ordinance to Declare a Portion of Tax Parcel #037-09-01-001 and a Portion of Tax Parcel #024-12-01-001 as Surplus to County Needs, to Authorize the Sale of These Properties to the South Carolina Department of Transportation for a Bridge Improvement Project on Highway 421 at Little Horse Creek and to Authorize the County Council Chairman to Execute the Necessary Documents to Complete the Sale. (County Council) **(Title Only) (pp. 251-253)**

**Councilman Siders made a motion to approve the Consent Agenda and Introduction of Ordinances for First Reading. Councilman Haskell seconded the motion.**

**The Consent Agenda Items and the Introduction of Ordinances for First Reading were approved by unanimous vote.**

**K. NEW BUSINESS**

**No items listed on the agenda.**

**L. ITEMS FOR INFORMATION AND THE PUBLIC RECORD**

1. Fiscal Year 2021 Aiken County Contingency Report as of September 16, 2020. **(pp. 254-255)**

**N. INFORMAL MEETING OF WHOLE**

**One citizen spoke to Council regarding his issues with the increase of fire fees through the City of Aiken.**

**Another citizen spoke on various topics, not related to any agenda items listed.**

**Another citizen also voiced her opinions to Council regarding the current healthcare issues and statistics of COVID-19.**

**O. EXECUTIVE SESSION**

**Chairman Bunker stated there was a need for Executive Session to receive and discuss attorney-client privileged and confidential information on economic development projects; proposed contractual arrangements; potential and pending litigation; personnel matters; and the proposed sale of County real property.**

**Chairman Bunker requested for a motion to go into Executive Session. Councilman Siders made a motion. Councilwoman Furgiuele seconded the motion. All Council members were in favor of going into Executive Session, and the meeting was adjourned by a unanimous vote.**

**P. ITEMS REQUIRING ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION (if any)**

**With there being no items requiring action from Executive Session, the Chairman asked for a motion to come back from Executive Session. Councilman Smith made a motion. Councilman Haskell seconded the motion. The motion was approved unanimously.**

**Chairman Bunker requested a motion to adjourn the meeting. Councilman Smith made a motion. Councilwoman Furgiuele seconded the motion. The meeting was adjourned by a unanimous vote.**

**Q. ADJOURNMENT at 9:57 PM.**

Sponsor(s) : County Council  
First Reading : May 19, 2020  
Second Reading : October 20, 2020  
Public Hearing : June 16, 2020  
Third Reading : November 17, 2020  
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance (1) Repealing All Of the Sections In Chapter 4, Animals and Fowl, Of the Aiken County Code Of Ordinances, (2) Replacing Those Existing Sections With New Sections On Definitions; Animal Control; Impoundment, Redemption and Adoption; Dangerous Animals; Rabies Control; Identification; Running At Large; Creating a Public Nuisance; Abuse, Neglect and Abandonment; Tethering Dogs; Enforcement; Penalties; and Related Matters, and (3) Revising the Organization Of the Articles and Sections In Chapter 4.

WHEREAS:

1. Due to events over the last approximately two years, citizens have called upon Aiken County to amend the provisions in the Aiken County Code of Ordinances (County Code) on animal control, among other things, to add provisions to deter animal owners, particularly owners of dogs and potentially dangerous dogs, from allowing their animals to run at large threatening or harassing persons and other animals and injuring or killing other animals and provide more flexible procedures that would allow animal control officers to temporarily impound such animals that present such risks to persons and other animals; and
2. The Aiken County Council has determined that amendments to the provisions on animal control in the County Code of the type discussed above are necessary to protect public health and safety, peace and order as well as the safety of pets, domestic animals, horses, and livestock.

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

1. The articles, sections and provisions in Chapter 4, Animals and Fowl, of the Aiken County Code of Ordinances are hereby repealed as of the effective date of this Ordinance, and are hereby replaced with the articles, sections and provisions set forth in "**ATTACHMENT TO AIKEN COUNTY ORDINANCE NUMBER \_\_\_\_\_ REPEALING ALL OF THE SECTIONS IN CHAPTER 4, ANIMALS AND FOWL, OF THE AIKEN COUNTY CODE OF ORDINANCES AND REPLACING THOSE EXISTING SECTIONS WITH NEW SECTIONS**" attached hereto and incorporated herein fully by reference.
2. All provisions in other County Ordinances or provisions of the Aiken County Code of Ordinances in conflict with this Ordinance are hereby repealed.
3. If any provisions 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 this Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.
4. This Ordinance shall become effective on \_\_\_\_\_.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

REVIEWED BY: \_\_\_\_\_  
County Attorney

IMPACT STATEMENT: None.

COUNCIL VOTE:

**ATTACHMENT TO AIKEN COUNTY ORDINANCE NUMBER \_\_\_\_\_ REPEALING ALL OF THE  
SECTIONS IN CHAPTER 4, ANIMALS AND FOWL, OF THE AIKEN COUNTY CODE OF ORDINANCES  
AND REPLACING THOSE EXISTING SECTIONS WITH NEW SECTIONS**

Aiken County Code of Ordinances

Chapter 4 – ANIMALS

**ARTICLE I – GENERAL**

Sections 4-1. – 4.09. Reserved.

Section 4-10. Authority.

This article is enacted as authorized by laws of the State of South Carolina including South Carolina Code Sections 4-9-25, 4-9-30(14) and (17), 47-3-20, and 47-3-70, as amended.

Section 4-11. Definitions.

For the purpose of this Chapter, the following terms shall have the meanings as indicated. Words used in the present tense shall include the future, words in the plural number shall include the singular number, words in the singular number shall include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall," "will," and "must" are mandatory, and the word "may" is permissive.

*Adequate food and water* shall mean food and water, which is sufficient in amount and appropriate for the particular size, species, and breed of animal to prevent starvation, dehydration, or a demonstrable risk to the health of the animal from a lack of food or water.

*Animal* shall mean a living vertebrate creature except a *homo sapien*.

*Animal control officer* shall mean the enforcement officers commissioned by the Aiken County Council under the laws of the State of South Carolina whose duties include the enforcement of the provisions of this Chapter.

*Animal shelter* shall mean any facility which is maintained by or contracted for by Aiken County for the confinement and maintenance of dogs, cats, and other animals that come into its custody in the performance of its official duties and approved by the Aiken County Council for that purpose.

*Code Enforcement* shall mean the Aiken County Department of Code Enforcement.

*Council* shall mean the County Council of Aiken County, South Carolina.

*County* shall mean Aiken County, South Carolina.

*County Veterinarian* shall mean a doctor of veterinary medicine licensed in South Carolina employed or contracted by the Aiken County Council.

*Bodily Injury* shall mean broken bones, lacerations, punctures of the skin, any physical injury or death.

*Director* shall mean the Director of the Aiken County Code Enforcement Department or the Director's designee.

*Domestic animal* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which have been historically bred and used for human companionship and service.

*Euthanasia* shall mean putting an animal to death in a humane and painless manner by approved lethal injection.



*Health department* shall mean the Aiken County office of South Carolina Department of Health and Environmental Control.

*Humane care* shall mean, but is not limited to, the provision of adequate food and water consistent with the normal requirements and feeding habits of the size, species, and breed of animal.

*Livestock* shall mean any domestic animal raised in an agricultural setting to produce labor and commodities.

*Magistrate* shall mean an Aiken County Magistrate or Summary Court Judge.

*Microchipped* shall mean to have implanted under the skin a microchip, or similar device, which provides evidence of ownership. A microchip is electronic equipment consisting of a small, integrated circuit allowing the identification of the animal's owner.

*Owner* shall mean any person who:

- (1) has a right of property in an animal;
- (2) keeps or harbors an animal or who has it in his care or acts as its custodian; or
- (3) permits an animal to remain on or about any premises occupied by him.

*Pet* shall mean any domestic animal kept for companionship or pleasure which may be legally owned by a private citizen without special permit or permission.

*Shelter* shall mean a structure, or other means of protection, that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*State* shall mean the State of South Carolina

*Sterilized* shall mean spayed or neutered to prevent reproduction or offspring.

*Tattoo* shall mean any permanent identification of any domestic animal by means of permanent ink.

*Wild animal* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which have not been historically bred and used for human companionship and service. Such animals shall include any nonhuman primate, raccoon, skunk, fox, ferret, poisonous or nonpoisonous snakes, leopard, tiger, lynx, wolf, or other animals which are normally found in the wild. Such animals shall also include wild/domestic hybrids.

Sections 4-12. – 4-19. Reserved.

## ARTICLE II – ANIMAL CONTROL ADMINISTRATION AND ENFORCEMENT

### Section 4-20. Enforcement.

#### (a) In general

- (1) An animal control officer shall have the authority to impound animals whose owners are in violation of the sections in Articles II and III of this Chapter. All animals are considered impounded at the time of seizure or capture, except for dangerous animals as provided in Section 4-32(e).
- (2) An animal control officer shall have the right to enter upon any public or private property in the County, except a building designated and used for residential purposes, for the purpose of the enforcement of this Article II. If any owner refuses entrance to such public or private property to an animal control officer attempting to enforce this Article II, such officer shall contact the proper court for the proper warrant, order or other document of authority, the county sheriff's department or the local municipal police department and proceed on the owner's premises with such legal

warrant, order or other document of authority as is necessary to lawfully enter the premises for the purpose of enforcing this article.

- (b) In addition to, or in lieu of impounding a dog or cat, or other animal found in violation of this Article II, any animal control officer or Aiken County Sheriff Deputy may issue to the known owner of such dog, cat or other animal a citation and/or notice to appear before a Magistrate.
- (c) It shall be unlawful for any person to interfere with, oppose, resist, hinder or molest any animal control officer in the performance of the officer's duties or to seek to release any animal in the officer's possession without the officer's consent.
- (d) It shall be the duty of the Director to keep accurate and detailed records of impoundments, seizures and dispositions of all animals coming into the County's custody and to file a report on such matters with the County Administrator or his designee each month.
- (e) Dangerous animal custody and impoundment.
  - (1) If, in the course of investigating potential violations of this Chapter 4, an animal control officer encounters an animal which the officer has probable cause to believe is a dangerous animal as defined by Section 4-32 and is not properly confined as required by Section 4-32, the animal control officer may immediately take temporary custody of the animal to protect the health, safety, and general welfare of the public.
  - (2) Within twenty-four (24) hours of taking temporary custody of an animal under the provisions of Section 4-32(e)(1), or within twenty-four (24) hours of the Magistrate with jurisdiction over the matter being available, the animal control officer shall appear before the Magistrate and present evidence supporting the need for the animal to remain in the custody of Code Enforcement until disposition of all pending cases. The Magistrate shall determine if there is probable cause to impound the animal because it is being harbored or cared for in violation Sections 4-32 of this Chapter 4 or South Carolina Code Sections 47-3-720, 47-3-730, 47-3-740, or 47-3-760(E).
  - (3) When taking temporary custody of an animal under the provisions of Section 4-20(e)(1), the animal control officer shall take reasonable actions to inform the owner of the animal by verbal or written communications of the reasons for the temporary custody and the date and time of the hearing before the Magistrate.
  - (4) If the Magistrate finds that the temporarily impounded animal should be released, all relevant impoundment and/or boarding fees shall be waived by the County.

#### Section 4-21. Impoundment, Redemption, and Adoption.

##### (a) Impoundment.

- (1) All animals which have been impounded or surrendered to the shelter and are deemed, by virtue of their behavior, to be wild or feral (reverted to a wild state) by the county veterinarian, or two (2) County Animal Control staff members, and have no identifiable indicators of ownership may be disposed of by euthanasia so as to prevent potential injury or the spread of disease and/or rabies to humans or domesticated animals.
- (2) All animals which have been impounded, or brought to the shelter, and are not suffering from, or suspected to have, an infectious or contagious disease, or which have not been injured to such an extent that it would cause unjustifiable pain or suffering, and are picked up with no identification, shall be taken to the county shelter or another designated facility and held for a minimum of five (5) calendar days, excluding from the computation of the five-day period the initial day of impoundment.
- (3) All animals which have been impounded and are not suffering from or suspected to have an infectious or contagious disease or which have not been injured to such an extent that it would

cause unjustifiable pain or suffering and are picked up wearing identification tags, bearing a detectable microchip, and/or bearing a tattoo or whose owner is otherwise positively determined, shall be taken to the county shelter or other designated facility and held for a minimum of fourteen (14) calendar days, excluding from the computation of the fourteen-day period the initial day of impoundment.

- (4) The animal control office shall attempt to contact the owner of any impounded animal wearing a current identification tag, bearing a detectable microchip, and/or bearing a tattoo before undertaking the humane disposition of the animal. If the animal control office cannot contact the owner within twenty-four (24) hours of its impoundment, a notification letter shall be sent to the last known address of the owner. Such notice shall be sent certified, return receipt requested. Impounded dogs, cats, or other animals not claimed within the minimum of fourteen (14) calendar days impoundment period detailed in Section 4-21(a)(3) shall be placed for adoption through an approved agency or shall be disposed of by euthanasia.
- (5) Animals impounded as a result of a pending court case shall remain the custody of County Code Enforcement until disposition of the case or an order of the court in which the case is pending directs otherwise. If the county veterinarian determines that the impounded animal is suffering from, or suspected to have, an infectious or contagious disease, or has been injured to such an extent that it is experiencing unjustifiable pain or suffering, Animal Control may, after petition to and approval of the appropriate court, dispose of the animal by euthanasia.
- (6) Any pet or livestock surrendered to Aiken County Animal Control may be adopted or euthanized at any time provided there is a completed and signed surrender form, signed by the owner as defined in Section 4-11, on file for the pet or livestock concerned.

(b) Redemption.

- (1) Animals shall be released to the owners upon presentation of proof of ownership, licensing, and inoculation, and payment of costs. Inoculations and costs will include the following:
  - (a) Dogs and cats must be vaccinated against rabies and shall show proof of current vaccination prior to redemption. The cost of such vaccination shall be borne by the owner of the animal.
  - (b) Impoundment fee for first impoundment: Twenty dollars (\$20.00).
  - (c) Impoundment fee for second and subsequent impoundments: Thirty dollars (\$30.00).
  - (d) The owner shall pay a per diem board fee in an amount established by the Council in addition to any other charges and/or fines.
  - (e) If the animal which has not been sterilized is impounded for a violation of the running at large provision in Section 4-30, an additional fee in an amount established by Council will be assessed against the owner:
    - (1) First impoundment: Fifty dollars (\$50.00);
    - (2) Second impoundment: One hundred dollars (\$100.00); and
    - (3) Third and all subsequent impoundments: Two hundred dollars (\$200.00).

The additional impoundment fee shall be waived or refunded if the owner has the animal sterilized and provides satisfactory proof thereof to Code Enforcement or the animal shelter within fourteen (14) calendar days of the owner's redemption of the animal.

- (2) Applicable costs must be paid at the place and within the time specified by the Director.

(c) Adoption.

- (1) If the owner does not reclaim the animal within the specified time, the animal shelter having custody of the animal shall provide the animal for adoption as prescribed by County ordinance, or dispose of the animal by euthanasia. It shall be unlawful to deliver, sell, offer or give any impounded animal for research or experimentation. County Animal Control may also, upon owner's failure to reclaim, charge the owner with abandonment under Section 4-33.
- (2) All dogs and cats placed for adoption shall be neutered and shall have a microchip implanted. The cost of the neutering and microchip implanting and registration shall be borne by the adopter. The fee for these services shall be established by Council.
- (3) If the animal is under six (6) months old, it may be released to an adopting person without sterilization; however the adopting citizen must return the animal to the animal shelter before it is six (6) months old for sterilization. As an alternative, the person may have the animal sterilized prior to six (6) months of age by a licensed veterinarian of his choice and provide a written statement from the veterinarian attesting that the sterilization has been performed. The cost for adoption of an unsterilized animal shall be the same as for an animal sterilized by the animal shelter before adoption, and there will be no additional charge for the sterilization surgery by the shelter at a later date.

Section 4-22. Registration.

- (a) Any owner of an animal convicted in a court of competent jurisdiction of violating Section 4-32 of this Chapter shall be required to register with the Director.
  - (1) Initial registration shall be completed within seven (7) calendar days following judgement or decision by the court.
  - (2) Registration shall be renewed annually. Annual registration may be submitted no more than thirty (30) calendar days prior to and no more than fifteen (15) calendar days following the anniversary of the initial registration.
  - (3) The owner shall maintain an annual registration for as long as they are a resident of the County.
  - (4) Registration shall include the name of the owner, the address of the owner's primary residence, and identification of the nuisance or dangerous animals involved in the violation that required registration.
  - (5) An owner may petition the Director for a waiver from the required annual registration. The waiver may be requested no earlier than two (2) years following the initial registration. The Director shall permit the waiver if:
    - a) The owner no longer owns the animal involved in the violation that required registration.
    - b) The owner, or others residing on the owner's property or in the owner's residence, have not been investigated by the Code Enforcement for possible violations of this chapter for a period of not less than two (2) years.
  - (6) A fee, as determined by the Council, shall be paid to the County for each initial and subsequent annual registration.
  - (7) If any of the registration information required by Section 4-23(a)(4) changes prior to the expiration of the annual registration period, the owner shall submit a revised registration to the Director. Change in status registrations shall be filed no later than thirty (30) days after the change is effective.

- (b) Any owner of an animal convicted in a court of competent jurisdiction of violating Section 4-31 (Animals creating a public nuisance) of this Chapter may be required as a part of sentencing by the court to register under the provisions of Section 4-22(a).
- (c) Under authority of Section 4-20 (a)(2), the property at the address provided during each annual registration shall be inspected by the Director once during each annual registration period in order to confirm the accuracy of the information submitted for registration and to confirm that any animals included in the registration are properly confined. Additional inspections of the registered property, as warranted by the Director, may be conducted to ensure compliance with this section.
- (d) In addition to the registration required by this Section, any owner of an animal convicted in a court of competent jurisdiction of violating Section 4-32 on dangerous animals shall:
  - (1) Pay a fee, in an amount determined by the Council, in addition to the ordinary registration fee established by this Section.
  - (2) Obtain from the Director a metal license tag, special collar and leash which identifies the animal as "dangerous". The issued metal license tag shall at all times be attached to the issued collar. The tag and collar shall be worn by the registered dangerous animal at all times.
  - (3) At the time of initial and subsequent annual registration, the owner of the dangerous animal must provide a certificate of insurance indicating liability insurance coverage of at least fifty thousand dollars (\$50,000.00) insuring the owner for personal injuries that may be inflicted by the registered dangerous animal.
  - (4) Confine the animal on their premises. Appropriate confinement on the owner's premises shall be indoors, a securely enclosed fence, or a securely enclosed and locked pen or run. Regardless of the method of confinement used, the structure, fenced enclosure, or pen shall be designed to prevent entry of the general public, including children, and to prevent the escape of the dangerous animal and shall be clearly marked as containing a dangerous animal.
- (e) Failure to register as required by this section shall be considered a violation and subject to penalties, upon conviction, as specified in Section 4-34.

#### Section 4-23. Rabies Control.

- (a) Inoculation; certificate; tags.
  - (1) No person shall own, keep, or harbor any pet within the County for longer than sixty (60) days unless such pet has been inoculated against rabies as provided in this section.
  - (2) Every owner of a pet will have his pet inoculated against rabies each year.
  - (3) A state board of health certificate of pet rabies vaccination will be issued by a licensed graduate veterinarian for each pet stating the name and address of the owner, the name, breed, color and markings, age, sex of the animal, and the veterinary or pharmaceutical control number of the vaccination.
  - (4) Coincident with the issuance of the certificate, the licensed graduate veterinarian shall also furnish a serially numbered metal license tag bearing the same number and year as the certificate. The metal license tag shall bear the name of the veterinarian who administered the vaccination and shall at all times be attached to a collar or harness worn by the pet for which the certificate and tag has been issued.
  - (5) The owner shall have a valid certificate of rabies immunization readily available for inspection by competent authority at all times.
  - (6) In the event that a rabies tag is lost, the owner will obtain a duplicate tag without delay.

- (7) If there is a change in ownership of a pet during the valid period of immunization, the new owner may have the current certificate of immunization transferred to his name.
  - (8) A certificate of rabies immunization issued by a licensed veterinarian from another state will be accepted as valid evidence provided it is less than a year old.
- (b) Animals Known to Be Infected or Suspected of Infection
- (1) Whenever a pet or other animal is affected by rabies, suspected of being affected by rabies, or has been bitten by an animal known or suspected to be affected by rabies, the owner of the animal or any person having knowledge thereof shall forthwith notify the animal control officer and the health department stating precisely where the animal may be found.
  - (2) The health department shall serve notice in writing upon the owner of a pet or other animal known to have been bitten by an animal known or suspected of being affected by rabies requiring the owner to confine such animal for a period of not less than six (6) months; except that, animals properly treated with anti-rabies vaccine shall be confined for a period of not less than three (3) months.
- (c) Confinement and monitoring of animal which has bitten a person.
- (1) The animal control officer, in conjunction with the health department, shall arrange for the supervised confinement of any pet or other animal which has bitten a person. Such confinement may be on the premises of the owner if the owner will sign an agreement assuming total responsibility for the safe confinement of the pet or other animal. Confinement may be at the county animal shelter, a private animal shelter, veterinary hospital, or humane society shelter at the owner's option and expense.
  - (2) Any pet or other animal which has bitten a person must be confined for a period of at least ten (10) days. The health department or the animal control officer will be permitted by the owner of such pet or animal to examine the animal at any time and daily if desired within the ten (10) day period of confinement to determine whether such animal shows symptoms of rabies. No person shall obstruct or interfere with the animal control officer or the health department in making such examination.
- (d) Killing or removing from jurisdiction suspected rabid animals prohibited; exception.
- (1) No person shall kill, or cause to be killed any rabid pet or other animal, or one suspected of having been exposed to rabies or which has bitten a person, nor remove such pet or animal from the jurisdiction of the County without written permission of the health department.
  - (2) An exception to the preceding requirement is in the event of the possibility of the animal's escape or additional biting in which case the animal is to be killed and the health department notified immediately.

#### Section 4-24. Identification.

- (a) Every dog and cat which is owned by a person residing in the unincorporated areas of the County and all municipal incorporated areas of the county where there is no existing conflict with the law of the municipality shall be required to wear identification so that the owner of the animal may be positively identified. Such identification may take the following forms:
  - (1) A valid and lawfully issued rabies tag, as required by state law, is to be affixed to the collar or harness of the animal;
  - (2) A name plate attached to the collar or harness of the animal which can positively identify the owner of the animal; or
  - (3) A tattoo on the animal which can positively identify the animal to the owner, or
  - (4) An implanted microchip which can positively identify the owner of the animal.

- (b) While in the confines of the walls of a building or a completely and securely fenced-in yard area on the owner's premises, a dog or cat is not required to wear a harness or collar with its rabies tag attached, but the owner shall have the rabies tag and certificate available and shall produce them upon request of any animal control officer, rabies control officer, or public safety officer.
- (c) A hunting or stock dog and show dog, while being worked, conditioned, groomed and/or shown under the direct control of its owner or agent, is not required to wear its rabies tag, but the owner or agent shall have the rabies tag and certificates available and shall produce them upon request of any animal control officer, rabies control officer, sheriff's deputy or law enforcement officer.
- (d) A show cat, while being groomed and/or shown under the direct control of its owner or agent is not required to wear its rabies tag, but the owner or agent shall have the rabies tag and certificate available and shall produce them upon request of any animal control officer, rabies control officer, or public safety officer.
- (e) The animal shelter is authorized to establish a program to insert microchips in citizen-owned dogs and cats for a fee to be established by council ordinance.

#### Section 4-25. Duty to report injury to animal.

It shall be the duty of any person who injures an animal, by any means, to promptly notify the owner of the animal if known, an animal control office or the appropriate law enforcement agency, who shall then take necessary action to make proper disposition of the animal. Any animal received by the county shelter or designated facility in critical condition from wounds, injuries or disease may be euthanized if the owner cannot be located within two (2) hours. If the animal is in severe pain, it may be euthanized immediately.

#### Section 4-26. Wild animals.

- (a) No person shall keep or permit to be kept on his premises any wild or vicious animal for display or exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.
- (b) No person shall keep or permit to be kept any wild animal as a pet except as allowed under federal and state law.

#### Section 4-27. Performing animal exhibitions.

- (a) No performing animal exhibition or circuses shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause physical injury or suffering.
- (b) All equipment on a performing animal shall fit properly and shall be in good working condition.
- (c) Animal acts and animals for entertainment to include any circus, zoo, or carnivals will, one (1) week prior to entering the County, register with county animal control. At the time of registration, they will present health records and an inventory of animals. Animal control officers will inspect facilities at that time, and at any time during the course of stay, to insure humane care and treatment and to insure public safety by means of proper enclosures. Animal control officers can close down the facility if the means and condition requirements are unsatisfactory. A fee of one hundred dollars (\$100.00) payable to County animal control will be charged for registering the circus, zoo, carnival or animal act. The fee shall be waived for circus, zoos or carnivals held in the County under the sponsorship of a local county nonprofit organization registered with the South Carolina Secretary of State.

#### Sections 4-28-4-29. Reserved.

## ARTICLE III – VARIOUS OFFENSES AND PENALTIES; STATE LAW

### Section 4-30. Animals running at large.

- (a) It shall be unlawful for any owner of any dog to permit, or allow in any way, whether intentionally or unintentionally, the same to run at large except on property owned, rented, or controlled by the owner. All dogs not on property owned, rented or controlled by the owner must be kept under restraint or confinement and under the physical control of the owner by means of a leash or other physically attached restraining device.
- (b) Dogs that are participating in or training for hunting events, obedience trials, conformation shows, tracking tests, herding trials, terrier trials, or lure courses under the direct control of their owner shall not be considered animals at-large.

### Section 4-31. Animals creating a public nuisance.

The owner or custodian of an animal shall not permit that animal to unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interfere with the rights of persons, other than their owners, to the enjoyment of life or property. An animal is a public nuisance if it has a demonstrated history of:

- (a) Being found at large two or more times in a twenty-four (24) month period;
- (b) Damaging the property of anyone other than its owner;
- (c) Molesting, threatening or intimidating pedestrians or passersby near the location where the animal is kept or any person when the animal is away from the location where its owner resides;
- (d) Repeatedly chasing vehicles;
- (e) Excessively makes disturbing noises, including, but not limited to, continued barking, howling, whining or other utterances causing reasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (f) Attacking or threatening other domestic animals; or
- (g) Causing unsanitary or offensive conditions in enclosures or surroundings where the animal is kept or harbored.

### Section 4-32. Dangerous animals.

- (a) For the purposes of this Chapter 4, a dangerous animal shall be defined to be any one of the following:
  - (1) An animal which the owner knows, or reasonably should know, has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
  - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;
  - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
  - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
  - (5) An animal which is used as a weapon in the commission of a crime.
  - (6) An animal which, when off the owner's property, makes an unprovoked attack that causes bodily injury to a domestic animal.



(b) Dangerous animal does not include:

- (1) an animal used exclusively for agricultural purposes; or
- (2) an animal which attacks a person who is trespassing or who appears to be trespassing. A trespasser is a person who is not lawfully upon the premises of the owner, as set forth in South Carolina Code Section 47-3-770(A).

(c) An animal is not a dangerous animal solely by virtue of its breed or species.

(d) Notwithstanding subsection (a) above, a court of competent jurisdiction may, after considering the totality of the circumstances, deem an animal a dangerous animal, regardless of location of an attack or provocation, when an attack results in serious injury to a human.

(e) The owner of an animal, which the owner knows, or reasonably should know, is a dangerous animal as defined in Section 4-32(a) shall confine the animal on the owner's premises. Appropriate confinement on the owner's premises shall be indoors, a securely enclosed fence, or a securely enclosed and locked pen or run. Regardless of the method of confinement used, the structure, fenced enclosure, or pen shall be designed to prevent entry of the general public, including children, and to prevent the escape of the dangerous animal and shall be clearly marked as containing a dangerous animal.

(f) The owner of an animal, which the owner knows, or reasonably should know, is a dangerous animal as defined in Section 4-32(a) shall not permit the animal to go beyond the owner's premises unless safely restrained.

(g) No more than two animals, which the owner knows, or reasonably should know, are dangerous animals as defined in Section 4-32(a) may be maintained on a single property.

(h) Animals deemed a dangerous animal by a court of competent jurisdiction shall be required to follow the registration, identification and confinement standards established by South Carolina Code Section 47-3-760 (E), as amended, this section and Section 4-22(c).

#### Section 4-33. Abuse, neglect, and abandonment and tethering of dogs.

(a) It shall be unlawful for any person to abuse a domestic animal, aid another person in abusing a domestic animal, or causes or permits a domestic animal to abuse another domestic animal, by acting or failing to act, shall be in violation of this chapter. Animal abuse includes, but is not limited to, the following:

- (1) Failing to provide adequate humane care;
- (2) Mistreating an animal by beating, cruelly treating, tormenting, overloading, overworking, or otherwise abusing an animal, or causing, instigating, or permitting any dogfight or other unlawful combat between animals, or between animals and humans;
- (3) Failing to provide adequate food, shelter, or clean water;
- (4) Failing to provide adequate space and sanitary living conditions sufficient and appropriate for the particular size, species, and breed of animal;
- (5) Failing to acquire or provide appropriate treatment for a knowingly injured or sick animal.
- (6) Exposing an animal to any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal. The use of common rat or rodent poison on one's own property for the express purpose of rat or rodent control shall not be considered abuse.

(b) It shall be unlawful for an owner to desert, forsake, or intend to give up absolutely a domestic animal without securing another owner or without providing for adequate food, water, shelter, and care. A domestic animal is considered abandoned when it has been left unattended for twenty-four (24)

continuous hours and without free access to adequate food, water, and shelter sufficient and appropriate for the particular size, species, and breed of animal.

- (c) It is unlawful for any person to give away any live animal as a prize for, or inducement to enter, any contest, game or other competition, or as an inducement to enter a place of amusement.
- (d) Any person operating a motor vehicle who strikes a domestic animal, shall report such injury or death to Code Enforcement or appropriate law enforcement authority. Due to the possibility of injury from aiding an injured animal, this provision shall in no way be construed to require or encourage the physical touching of an injured animal by a non-qualified person who strikes a domestic animal.
- (e) It shall be unlawful for a motor vehicle owner or operator to place or confine an animal or allow it to be placed or confined or to remain unattended in a motor vehicle without sufficient ventilation or under conditions for such period of time as may be reasonably expected to endanger the health or well-being of such animal due to heat, cold, lack of water or other such circumstances as may reasonably be expected to cause suffering, disability, or death.
- (f) Tethering dogs.
  - (1) It shall be unlawful for a person to tether, fasten, chain, tie, rope, cable, or restrain a dog, or cause a dog to be tethered, fastened, chained, tied, roped, cabled, or restrained, to a house, tree, fence, or any stationary object except for a brief period of time necessary to complete a temporary task that requires the dog to be restrained which period of time shall not exceed four (4) hours during which the animal shall have free access to adequate water, food and shelter based on weather conditions.
  - (2) Notwithstanding subsection (a) of this section, the if a dog must be restrained other than by fence or other humane enclosure, a person may restrain the dog by complying with the following requirements:
    - (a) If a tether system is used, it must be connected to a single stake or similar system with a swivel on top, must have swivel type connections on each end, must be at least fifteen (15) feet in length, and must allow the dog to have as close to three hundred sixty (360) degrees circular movement as practicable.
    - (b) If a trolley system is used, it must be at least twenty (20) feet in length between the two (2) trolley stop points, must be at least three (3) feet above the height of the dog, and must allow the dog to move freely along the length of the trolley runner line without being entangled and being able to access adequate shelter.
    - (c) The tether or trolley system must allow the dog free access to adequate food, water and shelter based on weather conditions. The dog shall not be connected to either system in extreme weather conditions that may endanger the life or health of the dog.
    - (d) The tether or trolley system must be attached to a properly fitting collar or harness, not less than one (1) inch in width and that is one (1) inch greater in diameter than the animal's neck or torso. All collars or harnesses used must be made of nylon, leather or other durable and non-metallic material and must be fitted so as to not cause injury to the dog or embed itself in the dog's neck. The use of pinch collars, choke collars or a chain directly around the dog's neck is prohibited.
    - (e) The line or tether connecting the tether or trolley system to the dog's collar or harness must be made of a durable non-chain material that prevents knotting, fraying and shortening of the tether or line.
    - (f) The tether or trolley system must be connected to only one (1) dog. If more than one (1) dog is connected to a tether or trolley system in the same area, the dogs must be separated by a sufficient distance to prevent entanglement. Dogs shall not be connected to a tether or trolley system at the site of an unoccupied, abandoned or condemned dwelling or building.

- (g) Dogs under six (6) months of age or that are sick or in distress shall not be connected to a tether or trolley system.
- (h) A female dog in heat must be confined within a building, secure enclosure or otherwise protected from access by other dogs to prevent reproduction.
- (3) Nothing in this section shall be constructed to prohibit a person from walking a dog with a hand held leash or similar restraint.

Section 4-34. General penalties.

- (a) Whenever in this Chapter, any act or omission is prohibited or is declared unlawful or an offense, any person violating that provision shall be subject to prosecution in the name of the State of South Carolina or the County, and upon conviction, such person shall be punished by a fine not to exceed the maximum fine or the maximum imprisonment, or both, as allowable under state law in Magistrate's or Summary Court.
- (b) Each day a violation continues shall be considered as a separate offense.

Section 4-35. Conflicts with state law.

If any sections or provisions in this Chapter conflict with the laws of the state in a manner that is irreconcilable and the laws of the state preempt the sections or provisions of this Chapter as determined by a court of competent jurisdiction, the applicable provisions of the laws of the state, including those prescribing the fines, imprisonment and penalties, shall control. Where there is no such conflict and preemption, the animal control officer or Director may choose whether to apply or enforce the provisions of this Chapter or state law.

Sections 4-37-4.39. Reserved.

Sponsor(s) : County Council  
First Reading : August 18, 2020  
Second Reading : October 20, 2020  
Public Hearing : November 17, 2020  
Third Reading : November 17, 2020  
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Authorizing the Chairman to Exercise and Execute the Option in the Option Agreement between Aiken County and M. R. Siegrist, dated September 4, 2020, for the Purchase, Subject to Certain Conditions and Terms, of a Tract of Land Located Adjacent to Aiken County's Barden Landfill Containing Approximately 236 Acres, More or Less, Accessed from Addie Road (S-1341) in the Graniteville Area and Designated as Aiken County Tax Map Parcel Number 035-15-01-001.

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WHEREAS:

1. County Council adopted Resolution Number 20-07-90 on July 21, 2020 that authorized the Council Chairman on behalf of Aiken County to execute an Option Agreement with M. R. Siegrist for the purchase, subject to the conditions and the terms in the Option Agreement, of a tract of land located adjacent to Aiken County's Barden Landfill containing approximately 236 Acres, more or less, in the Graniteville area and designated as Aiken County Tax Map Parcel Number 035-15-01-001;
2. Upon the recommendation of the County Administrator and with the advice of the County Attorney, the Chairman executed the aforementioned Option Agreement dated September 4, 2020;
3. As of the effective date of this Ordinance, Aiken County's staff and consultants have completed a survey and due diligence review and inspection of the aforementioned tract, a large portion of which will be used to expand and support the Barden Landfill for the benefit the County and its citizens; and
4. The County Administrator and staff recommend that County Council approve the purchase of the aforementioned tract by the exercise of the Option in the aforementioned Option Agreement.

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

1. County Council hereby authorizes the Council Chairman to exercise and execute the Option in the Option Agreement between Aiken County and M. R. Siegrist dated September 4, 2020 for the purchase, subject to all conditions and terms in the Option Agreement, of a tract of land located in the Graniteville area adjacent to Aiken County's Barden Landfill containing approximately 236 Acres, more or less, and designated as Aiken County Tax Map Parcel Number 035-15-01-00.
2. The authorization in Section 1 above and the purchase of the property is subject to all terms and conditions in the Option Agreement being met, the Chairman receiving the advice of the County Administrator and County Attorney **to proceed with the purchase of the aforesaid land**, and the County Attorney reviewing and approving all documents necessary to effect the exercise and execution of the Option and the purchase of the aforementioned property.
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 Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

REVIEWED BY: \_\_\_\_\_  
County Attorney

IMPACT STATEMENT: \$1,340,000 for acquisition of the land and related costs from the Capital Purchases Fund.

COUNCIL VOTE:

# Option Agreement

*State of South Carolina  
County of Aiken*

This Agreement is made and entered into as of September 4, 2020 (this "Agreement"), by and among the undersigned Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Optionee") and the undersigned M. R. Siegrist a/k/a Mary R. Siegrist ("Optionor"). Now therefore, subject to the terms and conditions of this Agreement, and in consideration of the premises and the respective agreements contained herein, Optionor and Optionee (sometimes referred to herein as a "Party" or the "Parties") hereby agree as follows:

## 1. GRANT OF OPTION:

Optionor hereby gives, grants and conveys to Optionee the sole and exclusive right, privilege and option from the date of this Agreement until 11:59 p.m. on November 20, 2020 (the "Option Period") to purchase, on the terms and conditions hereinafter set forth, the "Property" described as follows:

All that certain piece, parcel, or tract of land with improvements thereon situate, lying and being in Aiken County, State of South Carolina, between Addie Road (S-2-1341) on the West and Connector Road (S-2-255) on the East, containing 236 acres, more or less, which is a portion of the property shown on a plat or survey prepared for M. R. Siegrist by D. N. Crumpton, dated December 18, 1996, and recorded in the Office of the RMC for Aiken County in Plat Book 36 at page 99. The Property includes the strips of land connecting the main portion of the parcel to Connector Road (S-255) and to Addie Road (S-1341).

This being a portion of the aforesaid property conveyed to M. R. Siegrist by deed of J. M. Huber Corporation, dated January 9, 1997, and recorded on February 6, 1997, in the office of the RMC for Aiken County.

The property is also designated as Aiken County Tax Map Parcel Number 035-15-01-001.

## 2. EXERCISE OF OPTION:

To exercise its option under this Agreement prior to expiration of the Option Period or Extended Option Period, Optionee shall provide written notice to Optionor in the manner set forth in Section 13 of this Agreement that it is exercising its option under this Agreement to purchase the Property, including specifying the Purchase Price. Upon such exercise of the option under this Agreement, this Agreement shall become an agreement to purchase and sell the Property. Optionee may choose in its discretion not to exercise the option for any reason or no reason.

## 3. PAYMENT OF PURCHASE PRICE:

The "Purchase Price" of Property shall be \$5,250 per acre. The Purchase Price will be based on the number of acres of the survey obtained by Optionee under Section 7.a. and 7.b. The purchase price shall be paid

in cash or immediately available in U.S. funds at closing if Optionee exercises its option under this Agreement.

#### 4. PAYMENTS TO OPTIONOR DURING OPTION PERIOD:

Upon the execution of this Agreement, Optionee shall make a lump sum payment to Optionor in the amount of Five Thousand Dollars & 00/100 (\$5,000.00). This option payment shall be non-refundable except as provided in this Agreement; however, it will be applied against the purchase price at closing if Optionee exercises its option under this Agreement.

At least three (3) days prior the expiration of the Option Period described above, Optionee, at its sole discretion, may extend the Option Period (the "Extended Option Period") for an additional ten (10) days by paying Optionor an additional One Thousand Dollars & 00/100 (\$1,000.00) and providing Optionor notice of the extension in the manner set forth in Section 13 of this Agreement. This payment for the extended Option Period is non-refundable to Optionee, but will be applied to the Purchase Price at closing if Optionee exercises its option under this Agreement.

All payments for the Option Period or Extended Option Period shall be held in escrow and trust by the Escrow Agent designated below to be applied as set forth in this Agreement.

#### 5. CLOSING:

- a. If Optionee exercises its option under this Agreement, the closing shall be held in Aiken, SC within fifty (50) days of the date of Optionee's giving notice to Optionor of the exercise of the option.
- b. If Optionee exercises its option under this Agreement, Optionee within ten (10) days of exercising the option shall deposit the additional sum of Twenty Thousand Dollars and No/100 Dollars (\$20,000.00) ("Earnest Money") as set forth below which shall be added to the total amount of consideration paid to Optionor for the Option Period and Extended Period, if any. The foregoing option payments and Earnest Money shall be held in escrow and trust by Jacqueline F. Busbee, Attorney, 4117 Festival Trail Road, Wagener, SC 29164 ("Escrow Agent") to be applied as provided in this Agreement. Upon the exercise of the option, the provisions set forth in this Agreement relating to the closing and in Addendum A, attached hereto and incorporated fully herein by reference, shall become effective. Upon the occurrence of a default or termination under this Agreement, the Earnest Money and option payments held by the Escrow Agent shall be processed in accordance with the terms of this Agreement.
- c. If any dispute or difference arises between Optionor and Optionee or if any conflicting demand shall be made upon Escrow Agent, Escrow Agent shall either await settlement of the controversy by final appropriate legal proceedings or by the written agreement of the parties or may interplead the funds held by Escrow Agent into the South Carolina Circuit Court for the county where the Property is located. Escrow Agent has executed this Agreement for the sole purpose of acknowledging his/her agreement to perform the services required under this Agreement.

#### 6. TITLE:

Optionee shall search title to Property within the first thirty (30) days of the period set forth in Section 5.,a., above, and furnish Optionor with a written statement of any title objections to Property, and



Optionor shall, within 5 days thereafter, take all steps necessary to correct all legal title objections. If Optionor fails to so promptly correct such legal title objections within such period, the Optionee shall have the choice of (a) rescinding this Agreement and receiving a return of all Option payments and Earnest Money; or (b) closing under this Agreement, whereas Optionee shall receive the deed required herein from Optionor, regardless of some or all of such title objections, but shall take into consideration those defects in the Purchase Price at closing, except that liens affecting the Property which are dischargeable by the payment of money may be paid by Optionee at the time of closing (unless otherwise provided herein), and reduce the Purchase Price. The closing date hereof may be extended by Optionee as necessary to address title objections.

#### 7. SURVEY, TESTS AND INSPECTIONS:

- a. Optionee or its agents shall have the privilege of going on Property any time during the Option Period and the Extended Option Period to make surveys, conduct soil and other tests or studies, and perform any other analyses, reviews and inspections it deems appropriate to conduct on the Property. The persons or firms performing such surveys, reviews, inspections, studies, or tests shall have the right to cut brush and limbs necessary to survey the line of Property, take samples and measurements, conduct tests, make soil borings and undertake other similar activities on the Property.
- b. The survey of the Property shall be performed by a South Carolina Registered and Licensed Surveyor selected by Optionee, at the Optionee's sole expense, with the survey so made indicating the total number of acres in property to the nearest one hundredth of an acre, exclusive of the rights-of-way of public roads, public and utility easements, and cemeteries. Any prior surveys commissioned by or in the possession of Optionor or its agents shall be made available to the Optionee by Optionor at no cost promptly after the signing of this Agreement.
- c. Promptly after the signing of this Agreement, Optionor shall provide Optionee at no cost copies of all environmental, soil, site and similar reports on the Property in Optionor's possession or the possession of its agents. Those copies will be returned to Optionor if Optionee does not exercise the option under this Agreement.

#### 8. TAX APPORTIONMENT AND LIABILITY:

Unbilled real property ad valorem taxes on Property for the calendar year of closing shall be prorated and accounted for between Optionor and Optionee at closing based on the latest millage rate and assessment available and based on a 366 day year. Optionor is solely responsible for any and all Roll Back taxes. The provisions of this section shall survive closing.

#### 9. OPTIONOR'S WARRANTIES AND REPRESENTATIONS:

Optionor warrants and represents to Optionee that:

- a. To the best of Optionor's knowledge, no legal, administrative or similar proceedings of any type (including condemnation or similar proceedings) are being contemplated or threatened against the Property or any part thereof;



- b. Optionor has not made and has no knowledge of any commitments with respect to any governmental agency or authority, or to any other organization, group or individual, which would impose an obligation upon Optionee to make any contribution of money or land or to install and maintain any improvements. At closing, no governmental authority will require from Optionee or any affiliate of Optionee, as developer or owner of Property, the payment, direct or indirect, of any special fee or contribution because of any commitment made by Optionor;
- c. The Property is not subject to any (i) leases and Optionor shall defend, indemnify and hold Optionee harmless from any and all leases and contracts including all costs of any kind required to defend or settle and claims, (ii) unrecorded easements or liens, (iii) other options to purchase, (iv) rights of first purchase or refusal, (v) other agreements or contracts to use, lease, or purchase the Property, or (vi) mortgages or liens, other than those of record which will be paid off by Optionor and released at closing;
- d. To the best of Optionor's knowledge, although the Property may consist of one or more parcels for real estate tax purposes, the Property may be conveyed separately from other lands without necessity of a subdivision.
- e. Optionor shall not place any liens or encumbrances upon the Property during the Option Period or Extended Option Period.
- f. To the best of the Optionor's knowledge, no archaeologically significant ruins or artifacts are located on the Property that would prohibit the intended use of the Property by the Purchaser.
- g. Optionor represents, to the best of her knowledge, there are no known or recorded street right of ways or easements situated within the Property.
- h. To the best of Optionor's knowledge, she holds fee simple marketable and insurable title to the Property.
- i. To the best of Optionor's knowledge, no hazardous materials have been located, stored or disposed of on the Property. This provision excludes any hazardous materials related to the operation of the Barden Landfill located adjacent to the Property.

#### 10. BROKERAGE COMMISSION:

Optionor represents and warrants to Optionee that it has not engaged a realtor or real estate broker to market the Property and does not have a contract or listing agreement on the Property with a realtor or real estate broker or other agent. Optionor shall fully indemnify and hold Optionee harmless for and from all commissions, fees, payments and expenses claimed by any agent, realtor or real estate broker.

#### 11. MISCELLANEOUS:

- a. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and agreements heretofore and between these parties are merged herein. No representation, promise or inducement not included herein shall be binding upon any party hereto. The terms "Optionor" and "Optionee", shall be construed in the plural

and the appropriate gender shall be read into all pronouns used herein to reference any of said parties whenever the sense of this Agreement so requires.

- b. This Agreement may not be changed orally, but only by an agreement in writing signed by Optionor and Optionee.
- c. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representative of their estates, as the case may apply.
- d. At closing, Optionor shall pay deed preparation and documentary stamps, if any, applicable to the deed of conveyance to Optionee for the Property.
- e. Optionor and Optionee agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the respective Parties at closing.
- f. Optionor shall be responsible for all utility bills, if any, incident to Property as of the date prior to closing.
- g. All agreements herein which must, by implication or necessity, survive the closing, shall be deemed to so survive as the sense of the Agreement requires.
- h. Possession of Property shall be granted to Optionee upon closing.
- i. The Parties shall be solely responsible for their respective attorney's fees.
- j. All title search charges and title premiums at closing, if any, shall be paid by the Optionee.
- k. Optionee shall have the right to go on the premises at any time to develop plans for their intended use. Optionee shall not make any improvements or modifications during such inspections to the Property without prior approval of Optionor.
- l. Time is of the essence of this Agreement. Anywhere a day or date certain is stated for payment or for performance of any obligation the day or date certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to the next day which is not a Saturday, Sunday, federal or state holiday, or other non-business day. The final day of any time Period under this Agreement or any deadline under this Agreement shall include the period of time through and including such specified day or date.

## 12. REMEDIES:

- a. Subject to the terms of Section 12,b., below, if after the Optionee has exercised the Option and notified Optionor of Optionee's intent to purchase the Property and the purchase and sale of the Property is not consummated due to the acts or omissions of Optionee, the Optionor shall, upon written notice to Optionee specifying the default of Optionee hereunder, be limited to receiving

and retaining all option payments and Earnest Money paid as full liquidated damages. Under no circumstances shall Optionor seek, or have a right to seek, any other remedies, additional damages, or specific performance of this Agreement, but shall be limited to retaining the option payments and Earnest Money. Should Optionor default in consummating the purchase and sale of the Property under the terms of this Agreement after Optionee exercises its option under this Agreement, then Optionee's remedy shall be limited, at Optionee's discretion, to filing an action for the specific performance of this Agreement or the payment by Optionor to Optionee of all the costs and expenses incurred by Optionee in examining and inspecting the Property for its intended uses by Optionee and the refund of the option payments and Earnest Money.

- b. Upon the failure or default of either Party to comply with the terms of this Agreement, the other Party first shall provide written notice thereof to the defaulting Party of the default and the defaulting Party shall have five (5) days in which to cure the default.

### 13. NOTICES:

Notices provided for in this Agreement shall be sent to the following addresses via a nationally recognized delivery service with next day delivery and an email containing the same notices shall be sent to the email addresses below on the same day the notice is given to the courier service for delivery, and the notice will be deemed received by the party to which it is addressed on the day after the notice is given to the courier service for next day delivery.

Address for the Optionor: M. R. Siegrist  
23100 Low Country Highway  
Ruffin, SC 29475  
Email: mrs1987@aol.com

Address for the Optionee: Aiken County Administrator  
County of Aiken  
1930 University Parkway, Suite 3100  
Aiken, SC 29801  
Email: [ckillian@aikencountysc.gov](mailto:ckillian@aikencountysc.gov)

Address for Escrow Agent: Jacqueline F. Busbee, Esquire  
4117 Festival Trail Road  
Wagener, SC 29164  
jfbusbee@yahoo.com

[REMAINDER OF PAGE IS BLANK]

The undersigned Parties each agree to this Real Estate Option Agreement on the terms and conditions stated in the foregoing instrument:

As to OPTIONOR:

M. R. Siegrist a/k/a Mary R. Siegrist

Michael Grooms

Witness 1

Printed Name: MICHAEL GROOMS

M. R. Siegrist

Janet L. Hendrickson

Witness 2

Printed Name: Janet L. Hendrickson

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

ACKNOWLEDGEMENT

I, Janet L. Hendrickson, a Notary Public for South Carolina, do hereby certify that M. R. Siegrist a/k/a Mary R. Siegrist, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 4th day  
of September, 2020.

Janet L. Hendrickson

Notary Public for South Carolina

My Commission Expires: 1-7-2021

Printed Name: Janet L. Hendrickson

SEAL





As to OPTIONEE:

Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina

ATTEST:

Katelyn Hayes  
Katelyn Hayes, Council Clerk

By: Gary Bunker  
Gary Bunker, Chairman

Jeanie H Cadden  
Witness 1  
Printed Name: Jeanie H Cadden

Janet L Hendrickson  
Witness 2  
Printed Name: Janet L. Hendrickson

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGEMENT

I, Janet L. Hendrickson, a Notary Public for South Carolina, do hereby certify that Gary Bunker, Chairman of Aiken County Council, and attested by Katelyn Hayes, Council Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 4th day  
of September, 2020.

Janet L Hendrickson  
Notary Public for South Carolina  
My Commission Expires: 1-7-2021  
Printed Name: Janet L. Hendrickson

SEAL



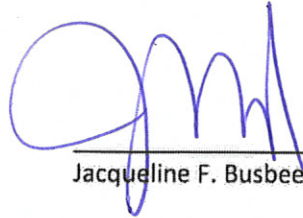
Approved as to Form

[Signature]  
County Attorney

Acknowledgement of agreement to perform services as Escrow Agent pursuant to the terms and provisions in this Agreement.

As to ESCROW AGENT:

Date: September 9, 2020.



\_\_\_\_\_

Jacqueline F. Busbee

## **ADDENDUM A**

### **1. Closing – Deliverables – Optionor**

At closing, Optionor shall deliver to Optionee the following:

- a. A general warranty deed in form reasonably satisfactory to counsel for Optionee, conveying the Property to Optionee free and clear of all liens and encumbrances, except for ad valorem taxes for the year of such closing not yet due and payable and such other matters of record not objected to by Optionee in writing to Optionor as set forth in Section 6 of this Agreement excluding any monetary encumbrances;
- b. FIRPTA certificate(s), evidencing that each Optionor is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3), any affidavits or other documentation required under any state withholding laws, and a residency affidavit;
- c. Form 1099;
- d. An owner's affidavit in form sufficient to allow Optionee's title insurance company to issue a title insurance policy without exception for possible claims for statutory materialmen's or mechanics liens, tenants in possession and similar matters affecting title to, or possession or use of the Property;
- e. A certificate of Optionor confirming the representations and warranties of Optionor contained in this Agreement as of the closing date;
- f. All such consents and authorizations as Optionee may reasonably deem necessary to evidence authorization of Optionor for the sale of the Property, the execution and delivery of any documents required in connection with closing and the taking of all actions to be taken by the Optionor in connection with closing;
- g. Any information necessary for Optionee's attorney to obtain a payoff letter from any mortgagee of record, and Optionor understands and agrees that the closing proceeds will be applied to terminate any mortgage or record prior to any disbursement being made to Optionor;
- h. Such other documents as are customarily delivered in real estate closings in South Carolina of the type and value of the subject transaction; and
- i. A closing statement and such documents and instruments as Optionee or its title insurance company shall reasonably require, in form and substance reasonably approved by Optionee.

### **2. Closing – Deliverables – Optionee**

At closing, Optionee shall deliver to Optionor the following:

- a. The Purchase Price less the option payments, Earnest Money, and any other deductions authorized by the terms of this Agreement; and

- b. A closing statement and such other documents and instruments as are customarily delivered to the seller in real estate closings in South Carolina of the type and value of the subject transaction.

3. Closing Costs

In addition to the provisions in Section 8 of the Agreement, closing costs shall be paid as follows:

- a. Optionor shall pay for the preparation of the deed and Optionor's own attorney fees;
- b. Optionee shall pay the fees for the costs of preparation of other closing documents procured on Optionee's behalf, including Optionee's attorney's fees, and the costs of a title insurance commitment and policy, if any. This transaction should be exempt from documentary stamp fees since it is a transfer into Aiken County.

4. Contingency to Closing

As a condition and contingency to closing on the sale and conveyance of the Property from Optionor to Optionee, Optionor at the closing must provide Optionee an executed and effective agreement fully and completely releasing Optionee from any and all claims, lawsuits, and actions for liabilities, losses, damages, indemnifications or remedies of any and every kind relating to the Property or the condition or value of the Property (the "Release"). The Release must be in a form and with contents acceptable to Optionee. The Parties shall agree on the form and contents of the Release at least ten (10) days prior to the closing. If Optionor fails to comply with the terms of this paragraph 4, it shall be deemed a default by Optionor under Section 12 of this Agreement.



Sponsor(s) : County Council  
First Reading : August 18, 2020  
Second Reading : October 20, 2020  
Public Hearing : November 17, 2020  
Third Reading : November 17, 2020  
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Aiken County, South Carolina (The "County") And Chester White Holdings, LLC, Acting For Itself, One Or More Affiliates and/or Other Project Sponsors (Collectively, The "Company"), With Respect To The Construction Of Certain Facilities At A Location In The County (The "Project") And Other Matters Relating Thereto.

---

WHEREAS:

1. AIKEN COUNTY, SOUTH CAROLINA (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payments in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. Pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on August 18, 2020 an inducement resolution (the "Inducement Resolution") with respect to certain proposed investments by Chester White Holdings, LLC (the "Company"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for harvesting and distributing solar energy (collectively, the "Project"); and
3. The Company has represented that the Project will involve an investment of approximately \$50,000,000 in the County, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and
4. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and
5. Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and
6. Pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the "Fee Agreement"), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

7. The County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and
8. It appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:
  - (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
  - (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
  - (c) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
  - (d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and
  - (e) The benefits of the Project are greater than the costs.
2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The County Council Chairman is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Aiken County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and shall be approved by the County Council Chairman, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.
3. The County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.
4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

Enacted and approved, in meeting duly assembled, November 17, 2020.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

REVIEWED BY: \_\_\_\_\_  
County Attorney

COUNCIL VOTE:

**FEE AGREEMENT**  
**BETWEEN AIKEN COUNTY, SOUTH CAROLINA**  
**AND**  
**CHESTER WHITE HOLDINGS, LLC AND APPLICABLE SPONSOR AFFILIATES**  
**DATED AS OF**  
**\_\_\_\_\_, 2020**

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EXHIBIT A Description of Land

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (the “Fee Agreement”) is made and entered into as of \_\_\_\_\_, 2020, by and between **AIKEN COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **CHESTER WHITE HOLDINGS, LLC**, a North Carolina limited liability company (the “Company”), as sponsor and, if applicable, sponsor affiliates to be named (the “Sponsor Affiliates”).

### **W I T N E S S E T H :**

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

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

**WHEREAS**, pursuant to an Inducement Resolution dated August 18, 2020 (the “Inducement Resolution”), the County committed to enter into a Fee Agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 239.5 mills for 30 years with a possible 10-year extension, and the County committed to take such action as is required to place the Project in a multi-county industrial park and grant special source revenue credits to the Company; and

**WHEREAS**, pursuant to Ordinance #\_\_\_\_\_, adopted on\_\_\_\_\_, 2020 (the “Ordinance”), as an inducement to the Company and Sponsor Affiliates, if applicable, to develop the Project, the County Council authorized the County to enter into a Fee Agreement and to include the property comprising the Project in a Multi-County Industrial Park subject to the terms and conditions hereof.

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

## ARTICLE I

### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55, to the extent that, and only so long as the Company and any other sponsors or sponsor affiliates make all filings and reports required by the Act and the DOR for such developments and provide copies thereof to the County (Auditor, Assessor and Finance Director) within thirty (30) days of making such filings. If the Company and, if applicable, any Sponsor Affiliates, should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees for the Company's noncompliance to the extent allowed by law and at no expense to the County.

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

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are located or to be located in a Multi-County Industrial Park and are exempt or will be thereby from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean such Payments-in-Lieu-of-Taxes to the counties participating in such a Multi-County Industrial Park.

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of both parties hereto.

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

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

**"Code"** shall mean the South Carolina Code of Laws, 1976, as amended.

**"Commencement Date"** means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year

which is three years from the year in which the County and the Company have entered into this Agreement.

**“Company”** means **Chester White Holdings, LLC**, a limited liability company duly organized under the laws of the State of North Carolina. The Company shall be deemed to be a sponsor in accordance with Section 12-44-30(A)(19) and Section 12-44-130 of the Act. Unless a particular provision hereof otherwise requires to the contrary, the Company may act as agent of the Sponsor Affiliates and the County shall accept any act of the Company (including but not limited to acts such as amending this Fee Agreement and giving notice and exercising options and rights hereunder) as being performed for itself and as such agent until notice is given to the contrary.

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

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

**“Diminution of Value”** in respect of any Stage of the Project shall mean reduction in the value based on original fair market value as determined in step 1 of Section 5.2 of this Fee Agreement, of the items which constitute a part of the Stage which may be caused by (i) the Company’s removal of Equipment pursuant to Section 5.6 of this Fee Agreement, (ii) a casualty to a Stage of the Project, or any part thereof, described in Section 5.7 of this Fee Agreement or (iii) a condemnation of a Stage of the Project, or any part thereof, described in Section 5.8 of this Fee Agreement.

**“Documents”** means the Ordinance, this Fee Agreement and the Multi-County Industrial Park Agreement to be entered into between the County and Edgefield County.

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

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

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of \_\_\_\_\_, 2020, between the County and the Company.



**“Fee Term”** shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.9 hereof.

**“FILOT Payments”** shall mean the payments to be made by the Company and any Sponsor Affiliate pursuant to Section 5.2 hereof.

**“Improvements”** shall mean improvements now or hereafter situated on the land identified on Exhibit A hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures new or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

**“Inducement Resolution”** shall mean the Resolution of the County Council adopted on August 18, 2020, authorizing the County to enter into the Fee Agreement subject to certain conditions.

**“Investment Period”** shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to a possible extension for such period as provided in Section 3.2(b) hereof.

**“Multi-County Industrial Park”** means an industrial or business park established for inclusion of the Project pursuant to the Multi-County Industrial Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

**“Multi-County Industrial Park Agreement”** shall mean that certain MCIP Agreement between the County and Edgefield County dated as of \_\_\_\_\_, as amended.

**“Negotiated FILOT payments”** shall mean the FILOT payments due pursuant to Section 5.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

**“Net FILOT Payment”** shall mean a total net annual fee payment for the Project in the Multi-County Industrial Park to the County of an absolute sum of \$203,000 (\$2900 per megawatt AC on a 70 Megawatts AC Project measured at the point of interconnection to the grid), for the entire term of this Fee Agreement as set forth in Section 5.9, for every year during the term of this Fee Agreement for which a FILOT Payment for the Project is due hereunder. It is anticipated that the first net FILOT Payment due hereunder shall be payable for property tax year 2022, due and payable to the County on or before January 15, 2023. Provided the Net FILOT Payments shall be increased in any year in which the total generational capacity of the Project exceeds seventy (70) megawatts of AC Power measured at the point of interconnection to the grid, in proportion to the excess generation. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of Seventy (70) megawatts of AC power measured at the point of interconnection to the grid, then the Net FILOT Payment for such year shall be increased by 25%. There shall be no corresponding decrease in the Net FILOT Payment in the event of a shortfall of power generation in any given year, the Net FILOT Payment being absolute, except in the case of an increase thereto, as provided herein. The Company shall provide the County Administrator and Finance Director with reports (including third party reports, if applicable,) not less frequently than

annually, at the end of the calendar year, or any time the power generation capacity of the project is increased, providing conclusive evidence of the then current power generation capacity of the Project and the actual maximum power production of the Project since the last such report. Notwithstanding this, or any other provision or section of this Fee Agreement, the Net FILOT Payment for the fee term as set forth in Section 5.9 will be an absolute \$203,000, except for the Net FILOT Payment being increased proportionately in any year in which the megawatts of AC power generated shall exceed 70 megawatts of AC power measured at the point of interconnection to the grid as set forth in this definition of Net FILOT Payment. Inasmuch as the provisions contained in this Fee Agreement, including without limitation, the next preceding sentence, are contractual obligations, acting as incentives for economic development, and are not an overall tax scheme applying to the Project or most or all taxpayers, the provisions of this definition and Section 5.1, hereof, shall not be reduced, changed or affected by any changes in state or federal *ad valorem* property tax laws or regulations.

**“Non-Qualifying Property”** shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; and (ii) any released property or other property which fails or ceases to qualify for FILOT Payments, including, without limitation, property as to which the Company has terminated the FILOT pursuant to Section 5.6 or Section 10.1.

**“Ordinance”** means Ordinance #\_\_\_ adopted by the County on\_\_\_\_\_, 2020, authorizing this Fee Agreement.

**“Project”** shall mean the Real Property, Equipment and Improvements located and situate on the Real Property together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company and, if applicable, a Sponsor Affiliate, in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Qualifying Infrastructure Costs”** shall have the meaning set forth in Section 5.1 of this Fee Agreement.

**“Real Property”** shall mean all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining to the land identified on Exhibit A to the extent such become a part of the Project under this Fee Agreement and to the extent improvements qualifying for the Project are located on land whether or not the land, itself, qualifies for inclusion in the Project if such Improvements are identified on the Company’s or, as applicable, a Sponsor Affiliate’s, SCDOR PT-300 filing as part of the Project; all Improvements now or hereafter situated thereon, if such Improvements are identified on the Company’s, or, as applicable, a Sponsor Affiliate’s, SCDOR PT-300 filing as part of the Project; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement. In addition to the Real Property listed on Exhibit A hereto, additional real property may be added to the Project during the Investment Period by notifying the Aiken County Assessor, the Aiken County Auditor and the Aiken County Finance Director of such additional property pursuant to the procedure set forth in Section 4.1 hereof.

**“Removed Components”** shall have the meaning set forth in Section 5.6.

**“Replacement Property”** Means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.3, 5.6, 5.7, or 5.8 hereof.

**“Special Source Revenue Credit”** means the Special Source Revenue Credit described in Section 5.1 hereof.

**“Sponsor Affiliate”** means an entity that joins with, or is an affiliate of, a sponsor and that participates in the investment in, or financing of, the Project.

**“Stage”** in respect of the Project shall mean the year within which Equipment and Improvements, and Real Property, if any, are placed in service during each year of the Investment Period.

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

**“Transfer Provisions”** shall mean Section 12-44-120 of the Act.

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

## ARTICLE II

### LIMITATION OF LIABILITY; INDUCEMENT

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

#### **SECTION 2.2. Inducement.**

(a) The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act and Section 4-1-170 of the Code to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized or will authorize the execution and delivery of the Documents to which the County is a party or will be and has taken or will take all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

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

To the best knowledge of the County, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would adversely affect the County or the consummation of the transactions described in the Documents.

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

To the best knowledge of the County, all consents, authorizations and approvals required on the part of the County, the State and any other applicable governmental bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

Based on representations of the Company, the Project constitutes a “project” within the meaning of the Act.

By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in

accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

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

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company or as provided in this Agreement.

(b) Upon receipt of written request from the Company, the County, acting by and through its County Council then in office, agrees to consider favorably any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

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

(a) Chester White Holdings, LLC is a company validly existing under the laws of the State of North Carolina and has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in those Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

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

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents to which it is a party and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

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

(f) The gross cost of the Project will exceed the minimum investment required by the Act and is anticipated to exceed \$70 million, but shall not be less than \$50 million (which is the minimum required investment in the Project).

## ARTICLE IV

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 4.1.** The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of land, buildings, improvements, fixtures, machinery, equipment, and other real and personal property which comprise the Project. The Project will consist of facilities dedicated to solar energy at one or more sites throughout the County.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act and this Agreement.

Notwithstanding any other provision of this Fee Agreement, the Company or any Sponsor Affiliate may place real property and/or personal property into service for the Project at any time during the Investment Period under this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company or if applicable, any Sponsor Affiliate, in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. In addition to the Real Property listed on Exhibit A, additional real property may be added to the Project by notifying the Aiken County Assessor, the Aiken County Auditor and the Aiken County Finance Director of such additions, and including such additional property in its annual property tax filings with the DOR on an SCDOR PT-300 or comparable form. The Company or, if applicable, any Sponsor Affiliate, shall notify the Aiken County Assessor, the Aiken County Auditor and the Aiken County Finance Director of such additions by December 31<sup>st</sup> of such year the additional real property becomes part of the Project. The Company or, if applicable, any Sponsor Affiliate, shall also provide the County and the County Attorney notice of such additions by preparing and presenting to the County a new Exhibit A to this Fee Agreement which shall include the description of such additional real property.

**SECTION 4.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, neither the Company nor any Sponsor Affiliate shall be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to the entire Project only as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Company and/or any Sponsor Affiliate may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

## **ARTICLE V**

### **PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES**

#### **SECTION 5.1. *Special Source Revenue Credit***

(a) The County hereby grants to the Company and/or any Sponsor Affiliate, subject to the provisions herein, and the Company and/or any Sponsor Affiliate hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual payments in lieu of taxes equal to an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 5.2, minus the Net FILOT Payment. The terms of the definition of Net FILOT Payment in Section 1.3 above are hereby incorporated as an operation, part and requirement of this Section.

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

(c) In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Company agrees to waive, not apply for, and not seek the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an Special Source Revenue Credit that is a negative number (thus resulting in a payment from the Company to the County of the difference between the Net FILOT Payment due and the FILOT Payment calculated hereunder), and if a court of competent jurisdiction holds or determines that a negative Special Source Revenue Credit is not permitted under the MCIP Provision, the Company and/or Sponsor Affiliate shall not be entitled to receive the Special Source Revenue Credit with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Notwithstanding anything else herein or elsewhere in this Fee Agreement, payment of the full Net FILOT Payment of \$203,000 each year that a FILOT Payment is due hereunder is an absolute and unconditional requirement. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, of under the Act.

**SECTION 5.2. Negotiated FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Company and any Sponsor Affiliate are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company and any Sponsor Affiliate shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, during the Investment Period as follows: the Company shall make payments in lieu of *ad valorem* taxes with respect to each Stage of the Project 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, less the Special Source Revenue Credit. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 5.4 hereof):

Step 1: Determine the fair market value of the Improvements, the Real Property and the Equipment in the Stage of the Project placed in service in any given year for such year and for the following 29 years (subject to possible extension pursuant to Section 5.9) using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and the Sponsor Affiliate for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Stage becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Stage becomes subject to the Fee Agreement. The County and Company and any Sponsor Affiliate also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Stage of the Project shall be its original income tax basis for South Carolina income tax purposes without regard to depreciation provided, however, if real property is constructed for the FILOT or is purchased in an arm's length transaction, fair market value equals the original income tax basis, otherwise the DOR will determine fair market value by appraisal.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Stage of the Project in the year it is placed in service and in each of the twenty-nine (29) years (subject to possible extension pursuant to Section 5.9) thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and/or Sponsor Affiliates under the Act, as amended.

Step 3: Multiply the taxable values from Step 2 by the combined millage rates set by the County and Aiken County School District (or the applicable school district) and all overlapping taxing entities levying taxes at the Project site in effect on June 30 of the year prior to the calendar year in which this Agreement is signed (that year being 2019) as permitted by Section 12-44-



50(A)(1)(d) of the Act), which the parties hereto believe to be 239.5 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 5.1 herein. The Special Source Revenue Credit shall be shown on the annual property tax bill sent by the County to the Company, or paid by a check from the County Treasurer, at the sole option of the County.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined, but never at a lower level than that described in this Agreement, absent the approval of the County Council then in office, in writing, by formal action.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and the Sponsor Affiliate with the benefits to be derived hereof, but never at any greater direct cost or expense to the County than that described herein, it being the intention of the County to offer the Company and the Sponsor Affiliate an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company and the Sponsor Affiliate shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company and the Sponsor Affiliate with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and the Sponsor Affiliate to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company and Sponsor Affiliate with respect to the Project pursuant to the terms hereof.

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

If the Company fails to make \$50 million of investment in the Project by the end of the Investment Period, but the Company does meet the statutory minimum investment requirement for the Project, the County agrees, upon request of the Company and any Sponsor Affiliate, that the County Council then in office will consider, at its sole discretion, whether to allow for an extension of the Investment Period and the continued benefits of this Agreement as permitted under the Act. In the

event the County Council determines that no such extension, or no such continued benefits shall be made available, or the Company and the Sponsor Affiliate have not invested at least \$50 million in the Project by the end of the Investment Period, this Fee Agreement shall terminate and the Company and Sponsor Affiliate shall owe the County retroactively the difference between *ad valorem* property taxes on the Real Property, Improvements and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and the payments in lieu of taxes required to be made, and actually made, under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Company and Sponsor Affiliate, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "**Retroactive Tax Payment**").

**SECTION 5.3. Payments in Lieu of Taxes on Replacement Property.** If the Company and any Sponsor Affiliate elect to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company and the Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components (the "**Original Value**") the amount of the payments in lieu of taxes to be made by the Company and the Sponsor Affiliate with respect to such Replacement Property shall be calculated in accordance with Section 5.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 5.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, pursuant to Section 5.9 shall be equal to forty (40), or if greater, pursuant to amendment of this Agreement by the County Council then in office, the maximum number of years for which the annual fee payments are available to the Company and the Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

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

**SECTION 5.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Stage of the Project, the payment in lieu of taxes with regard to that Stage of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Stage of the Project as determined pursuant to Step 1 of Section 5.2 hereof. No such reduction, however, shall affect the obligation of the Company to make the Net FILOT Payment as described in Section 5.1, hereof, which obligation and payment amount are absolute.

**SECTION 5.5. *Place and Allocation of Payments in Lieu of Taxes.*** The Company and any Sponsor Affiliate shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**SECTION 5.6. *Removal of Real Property, Improvements or Equipment.*** The Company and any Sponsor Affiliate shall be entitled to remove the following types of components or Stages of the Project from the Project with the result that said components or Stages (the "***Removed Components***") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Stages which become subject to statutory payments in lieu of ***ad valorem*** taxes; (b) components or Stages of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Stage of the Project or portions thereof which the Company and any Sponsor Affiliate, in their sole discretion, elects to remove pursuant to Section 5.7(c) or Section 5.8 (b)(iii) hereof.

**SECTION 5.7. *Damage or Destruction of Project.***

(a) ***Election to Terminate.*** In the event the Project is damaged by fire, explosion, or any other casualty, the Company and any Sponsor Affiliate shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Company elects to terminate this Agreement, and (ii) the Company and Sponsor Affiliate have not invested at least \$50 million in the Project at the time of such termination, the Company and Sponsor Affiliate shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Company has invested at least \$50 million in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) ***Election to Rebuild.*** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and any Sponsor Affiliate do not elect to terminate this Fee Agreement, the Company and Sponsor Affiliate may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and the Sponsor Affiliate. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company and the Sponsor Affiliate to the County under Section 5.2 hereof.

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

**SECTION 5.8. *Condemnation.***

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

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

(b) ***Partial Taking.*** In the event of a partial taking of the Project or transfer in lieu thereof, the Company and the Sponsor Affiliate may elect: (i) to terminate this Fee Agreement; provided, however, that if the Company and Sponsor Affiliate have not invested at least \$50 million in the Project at the time of such termination, the Company shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Company has invested at least \$50 million in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, or (iii) to treat the portions of the Project so taken as Removed Components.

**SECTION 5.9. *Fee Term.*** If the Company and any Sponsor Affiliate collectively invest at least \$50 million at the Project then the applicable term of this Fee Agreement shall be thirty (30) years and shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the twenty-ninth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. Notwithstanding, if the Company and any Sponsor Affiliate collectively invest more than \$50 million at the Project, then the County, acting by and through its County Council then in office, agrees to consider the extension of the term of this Fee Agreement by ten (10) years for a total fee term of forty (40) years pursuant to Section 12-44-77 of the Act. Such fee term extension may be provided by a resolution of County Council, but the decision as to any such extension is within the sole province of the County Council then in office. This Fee Agreement shall terminate with respect to the Project upon the earlier to occur of (a) payment of the final FILOT payment pursuant to Section 5.2 hereof or (b) exercise by the Company or the Sponsor Affiliates, as applicable, of its option to terminate pursuant to Section 10.1 hereof, or (c) termination by the County, pursuant to an uncured act of Default pursuant to Article IX hereof.

**SECTION 5.10. [ Reserved ]**

**SECTION 5.11. *Multi-County Industrial Park*** The County agrees to use its commercially reasonable efforts to enter into or amend an existing multi-county industrial park agreement (the “Multi-County Industrial Park Agreement”) with one or more counties to create a Multi-County Industrial Park to include the Project pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, at the site of the Project and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish the establishment of such a Multi-County Industrial Park.

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

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

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control, to the extent allowed by law and the explicit terms of this Fee Agreement;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located, except in accordance with the explicit terms of this Fee Agreement; and

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

## ARTICLE VII

### EFFECTIVE DATE

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

## ARTICLE VIII

### SPECIAL COVENANTS

**SECTION 8.1. *Confidentiality.*** The County acknowledges and understands that the Company or the Sponsor Affiliates, as applicable, may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, and without limiting the County’s rights to inspect the Project as may otherwise be necessary to carry out its duties under law, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company or the Sponsor Affiliates, as applicable, may require the execution, to the extent permitted by law, of

reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company or the Sponsor Affiliates, as applicable, to any third party, the County agrees to provide the Company or the Sponsor Affiliates, as applicable, with the maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company or the Sponsor Affiliates, as applicable, to obtain judicial or other relief from such disclosure requirement. The Company acknowledges that the County is a governmental entity under the laws of the State, and, as such, is subject to the terms and provisions of the South Carolina Freedom of Information Act ("FOIA"), and that nothing in this Fee Agreement is intended to, nor shall be construed as to require or force the County into non-compliance with any part or portion of the FOIA.

## **SECTION 8.2. *Indemnification Covenants***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.2(b) and to reimburse them for all reasonable expenses including Special Counsel fees not to exceed \$5000.00 to which any of them might be put in the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or entity, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County of any obligation on the part of the Company to indemnify under the provisions of this Section 8.2(b), the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding with legal counsel reasonably acceptable to the indemnified party (ies).

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

**SECTION 8.3. *Assignment and Leasing.*** To the maximum extent allowed by the Act, the Company, any Sponsor Affiliate, or any transferee or assignee, may transfer or assign security or other interests in any or all of the interest of the Company in this Fee Agreement, including but not limited to obtaining the Project or other financing, and the Project may be subleased or otherwise transferred or assigned in whole or in part by the Company all in accordance with the Act and, notably, the Transfer Provisions. The County further agrees that, if future County consent is required

by the Act or Transfer Provisions, the County's consent will not be unreasonably withheld, and the County Council can provide any such consent by a resolution of County Council. The County Chair and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request, upon approval of the Council then in office. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, or so long as the County consents (which consent shall not be unreasonably withheld), a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

**SECTION 8.4. *Sponsor Affiliates.*** The Company may designate from time to time additional Sponsor Affiliates pursuant to the provisions of Section 12-44-30(20) and Section 12-44-130 of the Act, which Sponsor Affiliates shall be entities which may join with the Company to make investments with respect to the Project, or which may participate in the financing of such investments, and which entities shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to a joinder agreement substantially in the form attached hereto as Exhibit B. The County hereby consents to the addition of any and all such Sponsor Affiliates in accordance with the Act and this Fee Agreement.

The Company shall provide the County and the DOR with written notice of any Sponsor Affiliate designated pursuant to this Section within 90 days after the end of the calendar year during which any such Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Act.

## ARTICLE IX

### EVENT OF DEFAULT AND REMEDIES

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

(a) If the Company or the Sponsor Affiliates, as applicable, shall fail to make any FILOT payments, including, without limitation, the Net FILOT Payment, or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company or the Sponsor Affiliates, as applicable, or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the Sponsor Affiliates, as applicable, or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company or the Sponsor Affiliates, as applicable, by the County or to the County by the Company or the Sponsor Affiliates, as applicable; provided if by reason of "force majeure" as hereinafter defined the Company or the Sponsor Affiliates, as applicable, or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the Sponsor Affiliates, as applicable, or the County is diligently attempting to cure such default, there shall be no

Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; pandemics, lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the Sponsor Affiliates, as applicable, or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 9.2. Remedies on Default.** Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable, including without limitation, termination of this Fee Agreement, to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, or the Sponsor Affiliates, as applicable, under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law and the Act relating to the enforced collection of taxes. The Company acknowledges that any amount owed to the County hereunder will constitute a first lien on the Project and that the County is not limited by the terms of this Fee Agreement with regard to the enforced collection of taxes.

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

## ARTICLE X

**SECTION 10.1. Option to Terminate Entire Project.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days’ notice, the Company may terminate this Fee Agreement with respect to the entire Project. If the Company exercises its option to terminate this Fee Agreement as to the entire Project, then the Company or the Sponsor Affiliates, as applicable, will become liable for regular ad valorem property taxes at the Project and will no longer be liable or eligible for any FILOT payments hereunder. Notwithstanding anything herein to the contrary, including without limitation, such Termination, the Company and the Sponsor Affiliates shall remain liable for any amounts due and owing under this Fee Agreement, and for any Indemnification under this Fee Agreement.



## ARTICLE XI

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:     Brian C. Bednar, President  
Birdseye Renewable Energy  
1125 E. Morehead St., Suite 202  
Charlotte, NC 28204  
Facsimile:

With A Copy to:       Jennifer W. Davis  
Nelson Mullins Riley & Scarborough LLP  
P.O. Box 1806  
Charleston, SC 29402  
Facsimile: 843-722-8700

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

With a Copy to:       Aiken County Attorney  
1930 University Parkway, Suite 3600  
Aiken, SC 29801  
(803) 642-3628

**SECTION 11.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 11.3. *Invalidity and Severability.*** In the event that the Act or the FILOT arrangement described in Section 5.2 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company or the Sponsor Affiliates, as applicable, shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company or the Sponsor Affiliates, as

applicable, hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

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

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

**SECTION 11.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution adopted by County Council.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, all of which, taken together, shall constitute but one and the same document; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 11.8. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.9. *Filings.*** Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

**SECTION 11.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company or the Sponsor Affiliates, as applicable, at the Company's expense, such additional instruments as the Company or the Sponsor Affiliates, as applicable, may reasonably request to effectuate the purposes of this Fee Agreement.

**IN WITNESS WHEREOF, AIKEN COUNTY, SOUTH CAROLINA, and CHESTER WHITE HOLDINGS LLC**, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**AIKEN COUNTY COUNCIL:**

\_\_\_\_\_  
Chair, Aiken County Council

**ATTEST:**

\_\_\_\_\_  
Clerk  
Aiken County Council

**CHESTER WHITE HOLDINGS, LLC**

By:\_\_\_\_\_

Its:\_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF LAND**

A parcel of land consisting of 700 acres, more or less, to be subdivided from the tract of land owned by Canadian River Farms, LTD, and others located north of Charleston Highway/US 78 which consists of 1853 acres, more or less, and designated as Aiken County Tax Map Parcel 207-00-01-003. The tract from which the aforesaid parcel will be subdivided is further described in the deed recorded in Record Book 4540, at pages 1282-1288, and the plat recorded in Plat Book 58, at pages 359-360, of the records of the Aiken County RMC Office. The foregoing description will be replaced and superseded by a plat to be obtained by Chester White Holdings, LLC, and attached as "Revised Exhibit A" to the Agreement. The plat shall be recorded with the Aiken County RMC Office.

**EXHIBIT B**  
**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement dated \_\_\_\_\_, 2020 (the “Fee Agreement”), by **Chester White Holdings, LLC**, a North Carolina limited liability company (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; and (b) acknowledges and agrees that (i) in accordance with Section 8.4 of the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(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.

**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.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**CHESTER WHITE HOLDINGS LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sponsor(s) : County Council  
 First Reading : October 20, 2020  
 Second Reading : November 17, 2020  
 Public Hearing :  
 Third Reading :  
 Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Amend Ordinance No. 20-06-10, the Aiken County FY 2021 Operating Budget, to Rebudget Carry-Forward Purchase Orders from FY 2020, to Make Additional Appropriations and Adjustments to Certain Departments, and Other Matters Related Thereto.

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WHEREAS:

1. Carry-forward purchase orders from FY 2020 need to be rebudgeted; and
2. Additional appropriations are contemplated to meet other needs not previously committed by purchase order in FY 2020; and
3. County Council desires to make these budget amendments to Ordinance No. 20-06-10.

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

1. Carry-forward purchase orders summarized below are hereby rebudgeted in FY 2021 using carry forward fund balance from prior year (XXX-0000-385.90-00):

001 General Fund	\$278,164
404 Public Service Authority	147,882
406 C-Funds	667,210
413 Sales Tax III	764,529
602 Grants	7,861
702 Parks	1,750
709 Research Park	<u>90,629</u>
	\$1,958,025

2. Carry-forward purchase order for Sheriff's Office CAD system to be funded using both carry forward from fund balance from prior year and a transfer from E-911 funds:

001-2151-421.90-65 Sheriff's Dispatch Communication Equipment	1,057,423
001-0000-385.90-00 General Fund Carry forward	257,423
001-0000-385.15-00 Transfer from E-911 Funds	800,000
402-1968-429.70-56 E-911 Interfund Transfer	800,000
402-0000-385.90-00 E-911 Carry forward	800,000

3. FY 21 additional appropriations to meet the needs of departments that weren't included in the original FY 21 budget:

001-1601-415.XX-XX Treasurer Request	16,635
001-0000-385.90-00 Carry Forward Fund Balance	16,635
Request to roll budget balance from FY 2020 for temporary labor for North Augusta Office	
001-1801-415.41-01 Tax Assessor/School/Certification	4,585

001-0000-385.90-00 Carry Forward Fund Balance	4,585
Request to roll budget balance from FY 2020 appraiser licenses delayed due to COVID-19	
001-2151-421.90-65 Sheriff/Communication Equipment over \$5,000	36,392
001-2151-421.90-65 Sheriff/Technology Equipment over \$5,000	9,100
001-1314-413.80-49 Administrator Contingency	52,000
001-0000-385.90-00 Carry Forward Fund Balance	97,492
Request to roll budget balance from FY 2020 for CAD project and appropriate additional funds for ballistic vests	
001-2151-421.90-65 Sheriff's Dispatch Communication Equipment	250,000
001-0000-385.90-00 Carry Forward Fund Balance	250,000
Additional Funds requested for CAD change orders	
001-3503-431.30-33 B&G/Repairs& Maintenance – Detention Center	38,000
001-3504-431.30-33 B&G/Repairs& Maintenance – All Other Buildings	40,000
001-3516-431.30-33 B&G/Repairs& Maintenance – Museum	10,000
001-3569-431.30-34 B&G/AC/Heating Maintenance – Judicial Center	9,000
001-0000-385.90-00 Carry Forward Fund Balance	97,000
Request for additional funds for building repairs and maintenance due to various unexpected issues	
001-3861-419.30-39 Code Enforcement/Animal Shelter – Repairs & Maintenance	11,000
001-3801-419-10-11 Code Enforcement/Animal Shelter – Salaries & Wages	21,237
001-0000-385.90-00 General Fund Carry Forward	32,237
Request for additional funds for painting at the Animal Shelter and an additional dispatch position	
001-5101-451.10-XX PRT Salaries & Wages	6,000
001-0000-385.90-00 General Fund Carry Forward	6,000
Request to upgrade Park Manager to Assistant Parks Director	
001-5124-451.10-XX PRT/Salaries & Wages	3,300
001-0000-385.90-00 General Fund Carry Forward	3,300
Request to increase wages for 3 Life Guard Positions to \$10.50 per hour	
001-5232-452.51-03 Museum/Special Events	4,200
001-0000-385.90-00 General Fund Carry Forward	4,200
Request to add funds for 150 <sup>th</sup> Anniversary Celebration of Aiken County	
411-1314-413.90-41 Capital Purchases/Land	1,340,000
411-0000-385.90-00 Capital Purchases Carry Forward	1,340,000
Request to add funds for the purchase of land for the Barden landfill and associated costs	
414-1314-413.90-39 Sales Tax IV/Heavy Equipment/Machinery	375,000
414-0000-385.90-00 Sales Tax IV Carry Forward	375,000
Request to add funds for purchase of cardiac monitors for EMS	
501-2121-421.90-55 Sheriff/Capital Outlay Over \$5,000	9,840
501-2123-421.91-24 Sheriff/Capital Outlay Police Equipment	55,781
501-0000-385.90-00 Sheriff Carry Forward	65,621
Request to roll remaining funds from FY 2020	
702-5124-451.10-XX PRT/Salaries & Wages	2,200
702-0000-385.90-00 Parks Carry Forward	2,200
Request to increase wages for 2 Life Guard Positions to \$10.505 per hour	
709-6701-465.90-43 Research Park/Building Improvements Over \$5,000	15,000



709-6793-465.30-39 Research Park/ Other Repairs & Maintenance	26,627
709-0000-385.90-00 Research Park Carry Forward	41,627
Request to roll unspent funds from prior year for building repairs and maintenance	

709-6794-465.70-84 Research Park/Reimbursement Renovation Exp.	200,000
709-0000-363.15-00 Research Park/Renovations Reimbursement - ARC	200,000
Request to increase renovations expenses to be reimbursed by tenant	

4. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
5. 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 Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

REVIEWED BY: \_\_\_\_\_  
James M Holly, County Attorney

COUNCIL VOTE:

Sponsor(s) : County Council  
First Reading : October 20, 2020  
Second Reading : November 17, 2020  
Public Hearing :  
Third Reading :  
Effective Date :

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance to Declare a Portion of Tax Parcel #037-09-01-001 and a Portion of Tax Parcel #024-12-01-001 as Surplus to County Needs, to Authorize the Sale and Conveyance of These Properties to the South Carolina Department of Transportation for a Bridge Improvement Project on SC Highway 421 at Little Horse Creek and to Authorize the County Council Chairman on behalf of Aiken County to Execute the Necessary Documents to Complete the Sale and Conveyance.

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WHEREAS:

1. Pursuant to various provisions of the South Carolina Code of Laws, including Sections 4-9-30(2), and certain Aiken County ordinances, Aiken County, acting by and through its County Council, is authorized to enter into contracts for the conveyance of, and to convey, real property owned by the County; and
2. Portions of two parcels of property owned by Aiken County identified as tax parcel #037-0901-001 and tax parcel #024-12-01-001, each as depicted on the attached map, have been identified by the South Carolina Department of Transportation (SCDOT) as being needed for a bridge improvement project on Highway 421; and
3. SCDOT has proposed to purchase each portion of property to be used as right-of-way for the project, the offers being \$5,500 for 0.358 acre of parcel #037-09-01-001 and \$3,400.00 for 0.217 acre of parcel #024-12-01-001; and
4. County Council finds these offers reasonable and fair based upon market values for property in the area and desires to accept these offers from SCDOT so that the bridge improvement project may move forward; and
5. The sale of these portions of property will not adversely impact the County's use of the remaining property.

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

1. The Aiken County Council does hereby declare the identified portions of tax parcel #037-09-01-001 and tax parcel #024-12-01-001 located along SC Highway 421 at Little Horse Creek as surplus to County purposes and authorizes the sale and conveyance of said property to the South Carolina Department of Transportation for a bridge improvement project and the Chairman to execute the necessary documents to complete the sale and conveyance subject to the review and approval of the documents by the County Attorney.
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 Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

REVIEWED BY: \_\_\_\_\_  
James M. Holly, County Attorney

COUNCIL VOTE:



South Carolina  
Department of Transportation

Aiken County  
1930 University Parkway  
Aiken, South Carolina 29801

RE: Project ID No.P028422 — S-421 — Aiken County — Tract 43

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation (SCDOT) proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on a cost estimate. I am now authorized to make you the following offer:

**\$5,500.00**

For fee simple title to 15,588 square feet (0.358 acre)  
of land and all improvements thereon, if any.

Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Ashley Whetsell  
Right of Way Agent  
P.O. Box 308  
St. George, South Carolina 29477  
(803) 451-1233 (C)

10/2/2020  
Date Offer Made



South Carolina  
Department of Transportation

Aiken County, South Carolina,  
a body politic and corporate and political subdivision of the State of South Carolina  
828 Richland Avenue, West  
Aiken, South Carolina 29801

RE: Project ID No.P028422 — S-421 — Aiken County — Tract 2

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation (SCDOT) proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on a cost estimate. I am now authorized to make you the following offer:

**\$3,400.00**

For fee simple title to 9,462 square feet (0.217 acre)  
of land and all improvements thereon, if any.

Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Ashley Whetsell  
Right of Way Agent  
P.O. Box 308  
St. George, South Carolina 29477  
(803) 451-1233 (C)

10/2/2020

Date Offer Made







Sponsor(s) : Administrative Committee  
Committee Referral : Administrative Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the County Administrator to Accept a Grant from the Center for Tech and Civic Life (CTCL) for Fiscal Year 2021 to Support the Aiken County Registration and Elections Board.

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WHEREAS:

1. The Aiken County Registration and Elections Board (Board) has been awarded a grant of \$111,730 from the Center for Tech and Civic Life (CTCL), a nonprofit organization tax-exempt under Internal Revenue Code Section 501(c) (3), to support the work of the Board; and
2. This grant must be used for the purpose of planning and administering safe and secure elections in Aiken County in FY 2021; and
3. Aiken County desires to accept the grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT

1. The Aiken County Council authorizes the County Administrator to accept a grant from the Center for Tech and Civic Life (CTCL) in the amount of \$111,730 to support safe and secure elections in in Aiken County in Fiscal Year 2021.

Adopted at the meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

IMPACT STATEMENT: \$111,730 from CTCL to support elections for FY 21 Budget.

COUNCIL VOTE:

September 23, 2020

Aiken County, South Carolina

Director, County Board of Elections and Voter Registration

PO Box 3127

Aiken, SC 29801

Dear Cynthia Holland,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Aiken County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Aiken County Board of Elections and Voter Registration ("Grantee").

The following is a description of the grant:

**AMOUNT OF GRANT:** \$111,730.50 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Aiken County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.



3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Election department real estate costs, or costs associated with satellite election department offices, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Board of Elections and Voter Registration ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at [grants@techandciviclelife.org](mailto:grants@techandciviclelife.org).

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

A handwritten signature in black ink that reads "Tiana m. johnson". The signature is written in a cursive, lowercase style.

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Council District Representatives : Bunker, Rawls, Feagin, Smith  
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 Councilmembers from District At-Large, 1, 3 and 4.

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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 Districts At-Large, 1, 3 and 4.

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 Council Chairman Gary Bunker, District At-Large; Councilmember Kathy Rawls, District 1; Councilmember Danny Feagin, District 3; and Councilmember Chuck Smith, District 4 as follows:

1. EMERGENCY SERVICES COMMISSION:

Vacant

Expired December 31, 2017

District At-Large, Expires December 31, 2020

2. TAX REVIEW BOARD:

Vacant

Expired December 31, 2018

District 1, Expires December 31, 2022

Vacant

Expired December 31, 2016

District 4, Expires December 31, 2020

3. BOARD OF ADJUSTMENTS AND APPEALS:

Vacant

District 4, Expires December 31, 2020

4. PLANNING COMMISSION:

Vacant

District 3, Expires December 31, 2020

5. LIBRARY BOARD:

Vacant

District 3, Expires December 31, 2020

6. ALCOHOL & DRUG ABUSE COMMISSION:

Vacant

District 4, Expires December 31, 2020

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

Katelyn Hayes, 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

To Approve the Allocation of Funds for Various Non-Profit Agencies from the  
FY 2021 Council Contingency Fund.

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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 2021 Council Contingency Fund:

<u>Agency</u>	<u>Amount</u>
Monetta Fire Department	\$500
North Augusta Lions Club	\$500
Valley Empty Stocking Fund	\$200
Aiken County Public Works	\$38

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:

Contingency Fund Request Pending:

<u>Organization</u>	<u>Dist</u>	<u>Need</u>	<u>Cost</u>
Monetta Fire Department	1	Assist with training costs	\$500
North Augusta Lions Club	4 & 5 (\$500 ea)	North Augusta Christmas Parade	\$500
Valley Empty Stocking Fund	At-Large	Annual empty stocking fund drive	\$200
Aiken County Public Works	8	Union Baptist Church road sign	\$38

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

Recognizing and Commending the Department of Energy's Savannah River Site Upon its 70<sup>th</sup> Anniversary and for the Significant Achievements and Contributions of the Site Locally, Nationally and Internationally.

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**WHEREAS**, the United States Department of Energy's Savannah River Site was constructed during the early 1950s to produce the basic materials used in the fabrication of nuclear weapons in support of our nation's defense programs; and

**WHEREAS**, in October of 1950, President Harry Truman sent a formal letter to the DuPont Corporation requesting their expertise for the design and construction of a new national security project and construction began on the massive facility in 1951 with DuPont operating the Site until 1987; and

**WHEREAS**, R Reactor, the first production reactor, went into service in 1953 with P, L and K Reactors going critical the following year and also in that year the F Canyon chemical operations facility began radioactive operations; and

**WHEREAS**, 1955 brought several more milestones including C Reactor going into service, the H Canyon chemical operations facility beginning radioactive operations, and the first plutonium shipment leaving the Site; and

**WHEREAS**, construction of the basic plant was completed in 1956 and in the years following the Savannah River Site cemented its legacy in American history with more milestones such as the confirmation of the neutrino, the production of Curium 244 for America's burgeoning space program, and the site's designation as a National Environmental Research Park; and

**WHEREAS**, in addition to its many missions during the first forty years of operation, the most important was the production of nuclear materials for the nation's nuclear weapons program, thereby helping to end the Cold War; and

**WHEREAS**, since the end of the Cold War, the Defense Waste Processing Facility was completed which transforms waste products into a form suitable for safe storage and disposal, the Replacement Tritium Facility went operational, and the Environmental Management efforts continued; and

**WHEREAS**, in 2004 the Savannah River Technology Center was designated a national laboratory and became the Savannah River National Laboratory, one of only seventeen such centers of scientific excellence in the nation; and

**WHEREAS**, most recently the Salt Waste Processing Facility began operations and the Department of Energy and the National Nuclear Security Administration announced that the Savannah River Site would host a new Plutonium Pit Production mission to refurbish and manufacture plutonium pits for the nation's nuclear weapons stockpile; and

**WHEREAS**, these and so many other significant accomplishments played a major role in Aiken County and garnered national and international attention for our region with the Site recognized around the globe as center for scientific excellence ; and

**WHEREAS**, in 2020 the Savannah River Site celebrates its 70<sup>th</sup> anniversary and the County Council thinks it appropriate and fitting to recognize and honor this milestone.

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

1. Aiken County Council does hereby recognize and congratulate the Department of Energy's Savannah River Site upon reaching the major milestone of 70 years of scientific excellence and for its many achievements and contributions not only locally but also to our nation and the world.
2. Aiken County Council extends its appreciation and gratitude to the thousands of people that worked at the Savannah River Site over the last 70 years to make it one of the nation's greatest assets and wishes continued success at the Site for generations to come.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

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Katelyn Hayes, Council Clerk

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Gary Bunker, Council Chairman

COUNCIL VOTE:



Sponsor(s) : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Award a Contract on Aiken County RFP No. 21-03-P to and Authorize the County Council Chairman to Execute a Contract on behalf of Aiken County with Capital Waste Service, LLC to Provide Hauling and Disposal Services Supporting the Solid Waste Division of the Aiken County Department of Public Works.

WHEREAS:

1. Aiken County operates ten (10) solid waste collection and recycling centers located throughout the County; and
2. Currently Three Rivers Solid Waste Authority provides transportation and equipment services for the County, with that contract expiring June 30, 2021; and
3. In an effort to provide uninterrupted service to our citizens, a Request For Proposals (RFP) No. 21-03-P procurement was conducted to identify a solid waste hauling contractor beginning July 1, 2021 with proposals covering four possible options on services; and
4. Five (5) firms responded and their proposals were evaluated and narrowed to three (3) finalists; and
5. The three (3) finalists were interviewed by a panel of employees from associated departments such as Public Works, Administration and Procurement in order to determine the best value proposal; and
6. Based on experience, equipment offered, the ability to absorb the County's large system's work load and overall cost, it is the recommendation of staff that Capital Waste Services, LLC be awarded the contract to provide comprehensive hauling and disposal services with its own equipment and personnel.

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

1. The contract in Aiken County RFP 21-03-P is awarded to and the Council Chairman on behalf of Aiken County is authorized to execute an initial contract of five (5) years and renewable for there (3) additional one-year terms with Capital Waste Services, LLC to provide hauling and disposal services supporting the Solid Waste Division of the Aiken County Department of Public Works.
2. The authorization for the Chairman to execute the aforesaid contract in Section 1 is subject to the County Attorney approving the form and contents of the contract.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

IMPACT STATEMENT: Initial contract is for \$1,568,776.00 from the Solid Waste Fund with an allowable rate increase beginning in Year 2 that will be based on the Consumer Price Index with a cap at three percent per year.

COUNCIL VOTE:



Aiken County  
Procurement Office

*Remembering the Past, Preparing for the Future*

To: Charles (Kip) Gunter, Public Works Director

From: Becky Dawes, Procurement Director

Re: 21-03-P Hauling and Disposal

Date: October 28, 2020

Eight (8) registered and suggested vendors were notified of the opportunity to submit an offer for Hauling and Disposal. The solicitation was posted to the Aiken County website and advertised in the South Carolina Business Opportunities website August 25, 2020. Five (5) Proposals were Received and the department evaluated all proposals and narrowed the selection down to three listed below to move forward to the short list for interviews and re-evaluation. The result was a recommendation by the evaluation team to award to Capitol Waste Services pending Council Approval.

B&K Grading and Paving 103 Main Street South New Ellenton, SC 29809
Capitol Waste Services 1450 Bluff Road Columbia, SC 29201
Georgia Waste Systems Inc. DBA Waste Management of Augusta 3001 South Pioneer Drive Smyrna, GA 30082

Recommendation of the Public Works Director Capitol Waste Services

Signature: Charles K Gunter Date: 28 Oct 2020  
Charles (Kip) Gunter

Approval/Disapproval of the County Administrator: Recommend award to  
Capitol Waste Services

Signature: Clay Killian Date: 11/2/2020  
Clay Killian



*Two me*

## 21-03-P Hauling and Disposal Score Sheet

Vendor Name	Fleet and Personnel	Timeline and Execution Plan	Experience	Dispatching and Service Location	Equipment Plan	References	
<b>Evaluator No. 1</b>	<b>20%-Max 20</b>	<b>20%-Max 20</b>	<b>15%-Max 15</b>	<b>15%-Max 15</b>	<b>20%-Max</b>	<b>10%-Max 10</b>	<b>TOTAL</b>
B&K Grading & Paving	15	18	15	15	18	5	86
Capital Waste Services	20	20	15	15	20	10	100
Waste Management	10	10	13	15	10	5	63
<b>Vendor Name</b>	<b>Fleet and Personnel</b>	<b>Timeline and Execution Plan</b>	<b>Experience</b>	<b>Dispatching and Service Location</b>	<b>Equipment Plan</b>	<b>References</b>	
<b>Evaluator No. 2</b>	<b>20%-Max 20</b>	<b>20%-Max 20</b>	<b>15%-Max 15</b>	<b>15%-Max 15</b>	<b>20%-Max</b>	<b>10%-Max 10</b>	<b>TOTAL</b>
B&K Grading & Paving	10	15	10	10	10	10	65
Capital Waste Services	19	20	15	15	20	10	99
Waste Management	15	10	10	10	10	5	60
<b>Vendor Name</b>	<b>Fleet and Personnel</b>	<b>Timeline and Execution Plan</b>	<b>Experience</b>	<b>Dispatching and Service Location</b>	<b>Equipment Plan</b>	<b>References</b>	
<b>Evaluator No. 3</b>	<b>20%-Max 20</b>	<b>20%-Max 20</b>	<b>15%-Max 15</b>	<b>15%-Max 15</b>	<b>20%-Max</b>	<b>10%-Max 10</b>	<b>TOTAL</b>
B&K Grading & Paving	20	15	10	10	0	10	65
Capital Waste Services	20	20	15	15	20	10	100
Waste Management	15	10	5	10	10	0	50
<b>Vendor Name</b>	<b>Fleet and Personnel</b>	<b>Timeline and Execution Plan</b>	<b>Experience</b>	<b>Dispatching and Service Location</b>	<b>Equipment Plan</b>	<b>References</b>	
<b>Evaluator No. 4</b>	<b>20%-Max 20</b>	<b>20%-Max 20</b>	<b>15%-Max 15</b>	<b>15%-Max 15</b>	<b>20%-Max</b>	<b>10%-Max 10</b>	<b>TOTAL</b>
B&K Grading & Paving	18	18	15	10	10	6	77
Capital Waste Services	19	20	15	12	20	10	96
Waste Management	15	18	15	10	13	5	76
<b>Vendor Name</b>	<b>Fleet and Personnel</b>	<b>Timeline and Execution Plan</b>	<b>Experience</b>	<b>Dispatching and Service Location</b>	<b>Equipment Plan</b>	<b>References</b>	
<b>Evaluator No. 5</b>	<b>20%-Max 20</b>	<b>20%-Max 20</b>	<b>15%-Max 15</b>	<b>15%-Max 15</b>	<b>20%-Max</b>	<b>10%-Max 10</b>	<b>TOTAL</b>
B&K Grading & Paving	17	16	13	12	10	7	75
Capital Waste Services	17	19	14	14	20	7	91
Waste Management	13	15	10	11	17	17	83

LUC GODARD C&D TRASH REMOVAL  
151 CHIME BELL CHURCH ROAD  
AIKEN SC 29803

DUMPSTER DEPOT  
681 KERSHAW STREET NE  
AIKEN SC 29801

B&K GRADING AND PAVING  
103 MAIN STREET  
NEW ELLENTON SC 29809

UPSTREAM RECYCLING LLC  
581 RAINBOW FALLS ROAD  
GRANITEVILLE SC 29829

WASTE MANAGEMENT  
C/O ALAN OWENS  
3001 S PIONEER DRIVE  
SMYRNA GA 30082

PORTABLE SERVICES INC  
1831 OLD SAVANNAH ROAD  
AUGUSTA GA 30901

THREE RIVERS SOLID WASTE AUTHOR  
ATTN: SCOTT RIBES  
9900 ATOMIC ROAD  
JACKSON SC 29831

THREE RIVERS SOLID WASTE AUTHOR  
ATTN: SCOTT RIBES  
PO BOX 569  
JACKSON SC 29831

Sponsor : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name of Rugged Cotton PD-2082 (Private Drive) to Existing Un-Named Private Roads in County Council District 2.

WHEREAS:

1. GeoServices has requested that the official name Rugged Cotton PD-2082 be assigned to a road in Council District 2 which is currently unnamed on the County Official Road Map; and
2. As required by Aiken County Code Section 19-30, proposed road name notices were placed on the unnamed road for a minimum of two (2) weeks; and
3. No objections to the proposed name for the Private Drive was received; and
4. Planning Commission does not review names for Private Drives; and
5. Aiken County Code Section 19-30 prescribes certain procedures for naming existing roads by means of the erection of County road signs as authorized by action of County Council.

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

1. The official name is hereby assigned to the following Private Drive(s):

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Councilmember</u>
Rugged Cotton	PD-2082	76 A-4, B-4	2	Furgiuele

2. The GeoServices Division is directed to request the Public Works Department to erect the appropriate road signs for the above road and to advise the Councilmember representing the district and 911 Addressing staff when the sign has been erected.
3. The GeoServices Division is directed to amend the Official Road Atlas of Aiken County and its indices accordingly to reflect the official naming of said road and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:



# Map of Proposed Road

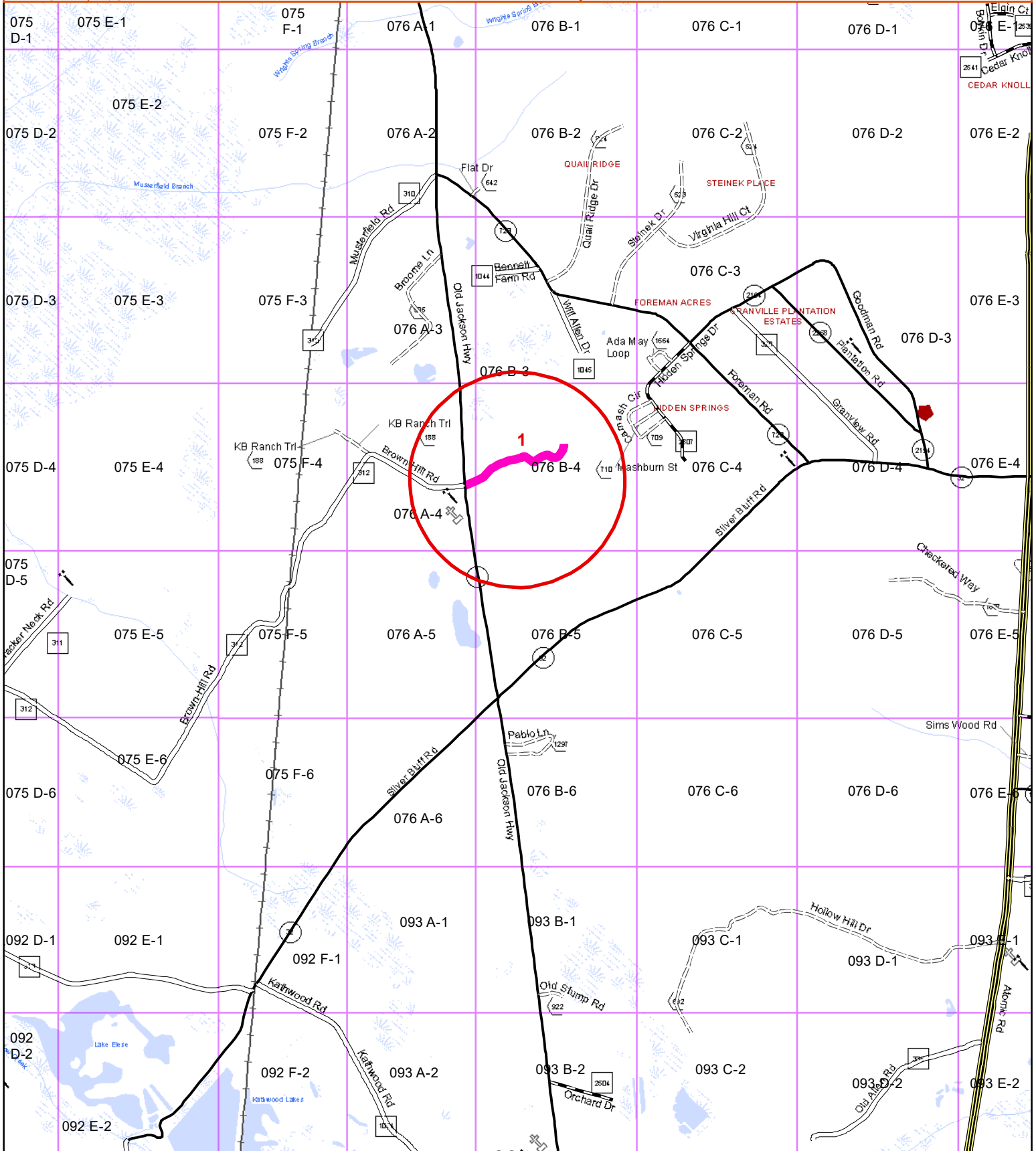
NOTE: The road(s) indicated hereon is (are) NOT OFFICIALLY NAMED, until such time as the Aiken County Council or Planning Commission approves the road name(s).

Proposed Road:  
1. Rugged Cotton Lane PD-2082

**Tyler McAlear 10/28/2020**

Aiken County IT/GeoServices

Atlas Map: 76 Grid: A-4, B-4



Sponsor : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name of Stillwell Hollow PD-2081 (Private Drive) to Existing Un-Named Private Roads in County Council District 3.

WHEREAS:

1. GeoServices has requested that the official name Stillwell Hollow PD-2081 be assigned to a road in Council District 3 which is currently unnamed on the County Official Road Map; and
2. As required by Aiken County Code Section 19-30, proposed road name notices were placed on the unnamed road for a minimum of two (2) weeks; and
3. No objections to the proposed name for the Private Drive was received; and
4. Planning Commission does not review names for Private Drives; and
5. Aiken County Code Section 19-30 prescribes certain procedures for naming existing roads by means of the erection of County road signs as authorized by action of County Council.

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

1. The official name is hereby assigned to the following Private Drive(s):

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Councilmember</u>
Stillwell Hollow	PD-2081	46 B-5	3	Feagin

2. The GeoServices Division is directed to request the Public Works Department to erect the appropriate road signs for the above road and to advise the Councilmember representing the district and 911 Addressing staff when the sign has been erected.
3. The GeoServices Division is directed to amend the Official Road Atlas of Aiken County and its indices accordingly to reflect the official naming of said road and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:

# Map of Proposed Road

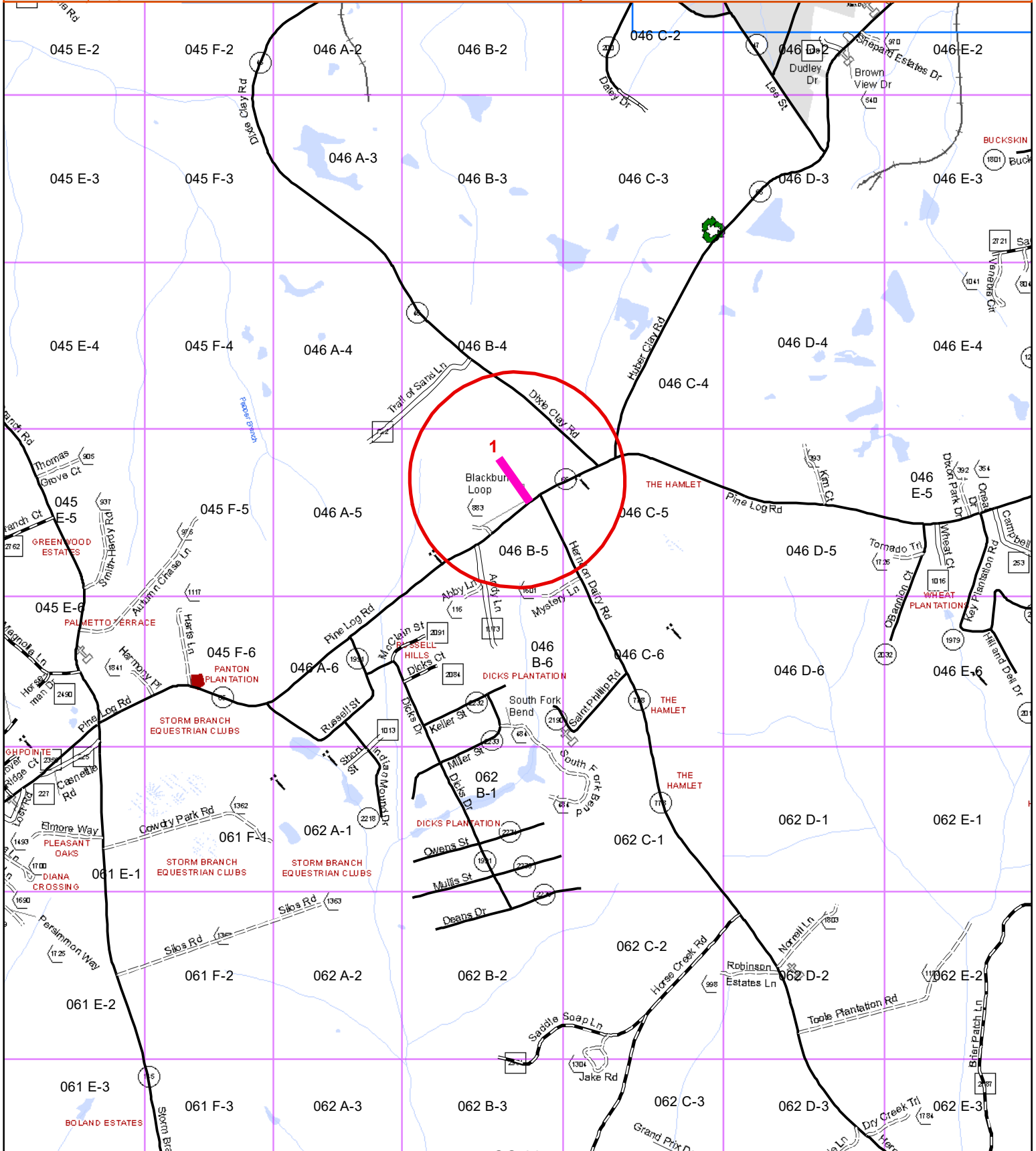
NOTE: The road(s) indicated hereon is (are) NOT OFFICIALLY NAMED, until such time as the Aiken County Council or Planning Commission approves the road name(s).

Proposed Road:  
1. Stillwell Hollow PD-2081

**Tyler McAlear 10/28/2020**

Aiken County IT/GeoServices

Atlas Map: 46 Grid: B-5





Sponsor : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name to Igor Grinko Way (P-2079) & Igor Grinko Way (C-2932) in  
Langley Pond Park in County Council District # 3.

---

WHEREAS:

1. Aiken County, the developer of a public and private road in Council District 3, has requested that the official name be assigned to a road which was recently constructed; and
2. Aiken County, the developer of a County Road in District 3, has requested that the official name be assigned to a road which was recently constructed; and
3. E-911 has approved the road name of Igor Grinko Way in Langley Pond Park; and
4. Aiken County Planning Commission has approved said road name at its regular meeting on October 15, 2020.

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

1. The official names are hereby assigned to the following private road & county road in Langley Pond Park.

<u>Road Name</u>	<u>Road No.</u>	<u>Map-Grids</u>	<u>District</u>	<u>Council Member</u>
Igor Grinko Way	P-2079	32/A-5	3	Feagin
Igor Grinko Way	C-2932	32/B-5	3	Feagin

2. At the direction of the Council District Representatives, the Planning & Development Department is hereby directed to have Aiken County Public Works erect the signs.
3. The Geo Services Division is directed to amend the County Official Road Map and its indexes accordingly to reflect the official naming of said roads, and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Award the Contract to, and Authorize the Council Chairman to Enter into an Agreement with Wiley Easton Construction Company, Inc. for Bid 21-05-B, Langley Pond Park Improvements Phase I.

---

WHEREAS:

1. The Procurement Department notified sixty-nine (69) suggested and registered vendors of the opportunity to submit a bid for Langley Pond Park Improvements Phase I; and
2. The solicitation for Bid 21-05-B was advertised in the South Carolina Business Opportunities (SCBO) and the Aiken County website September 21, 2020; and
3. Bids for 21-05-B were received from five (5) vendors on or before the closing time of 3:00 p.m. on November 10, 2020; and
4. The bid package was forwarded to the County Engineer for review and evaluation; and
5. It is the recommendation of the County Engineer that the bid be awarded to Wiley Easton Construction Company, Inc.; and
6. The reason for the recommendation is: Lowest responsive and responsible bid.

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

1. The contract in Bid 21-05-B is awarded to Wiley Easton Construction Company, Inc. and the Council Chairman is authorized to enter into an agreement with Wiley Easton Construction Company, Inc. based on the fact that it was the lowest responsive and responsible of the five (5) bids that were received.
2. Execution of this agreement is contingent upon review and approval of the agreement by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds available through Sales Tax III for \$3,002,762.00

COUNCIL VOTE:



Aiken County  
Procurement Office

*Remembering the Past, Preparing for the Future*

To: Teresa Crain, Aiken County Engineer

From: Becky Dawes, Procurement Director

Re: 21-05-B, Langley Pond Park Improvements, Phase one

Date: November 11, 2020

Sixty-three (63) registered and suggested vendors were notified of the opportunity to submit a bid for 21-05-B, Langley Pond Park Improvements, Phase I. Five (5) Bids were received. The Proposal was posted to the Aiken County website and advertised in South Carolina Business Opportunities September 21<sup>st</sup>, 2020. See attached tabulation.

R.D. Brown 410 Carolina Springs Road North Augusta, SC 29841	Wiley Easton Co. Inc. PO Box 467 Lexington, SC 29071
AOS Specialty Contractors 1224 Two Notch Road Lexington, SC 29073	Heycon, LLC PO Box 869 Lexington, SC 29871
L-J, Inc. 615 Knox Abbot Drive, #200 Cayce, SC 29033	This block left blank intentionally

410.5336.453.90.46  
\$ 3,002,762.00 Acc. 413.5336.453.90.46

Recommendation of the Aiken County Engineer: Wiley Easton Construction Co., Inc.

Signature:   
Teresa Crain, County Engineer

Date: 11/12/20

Approval/Disapproval of the County Administrator: recommended award to Wiley Easton Construction Inc

Signature:   
Clay Killian

Date: 11/12/2020

1930 University Parkway • Room 3201 • Aiken • South Carolina • 29801  
803-642-1540 • [www.aikencountysc.gov](http://www.aikencountysc.gov)

If you are unable to access our website, please notify [webmanager@aikencountysc.gov](mailto:webmanager@aikencountysc.gov)



Alfred Benesch & Company  
1005 Broad Street, Suite 200  
Augusta, GA 30901  
www.benesch.com

**LANGLEY POND PARK, PHASE 1**  
**BID OPENING – TUESDAY, NOVEMBER 10 – 3 o'clock PM**

#	BIDDER	ADDENDUM 1, 2, 3 ?	5% BID BOND ?	COMPLETE BID FORM ?	SUBCONTRACTOR LIST ?	SCHEDULE OF VALUES ?	NON COLLUSION FORM ?	TOTAL BID
1	R D BROWN CONTRACTORS	X	X	X	X	X	X	\$3,163,000.00
2	WILEY EASTON CONSTRUCTION CO	X	X	X	X	X	X	\$3,002,762.00
3	AOS SPECIALTY CONTRACTORS	X	X	X	X	X	X	\$3,990,614.00
4	HEYCON, LLC	X	X	X	X	X	X	\$3,653,000.00
5	L-J INC.	X	X	X	X	X	X	\$4,904,890.00
6	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX

I certify this is a correct tabulation of bids as read aloud, and I certify that I have personally and visually checked the tabulation against the proposal form submitted. All tabulations are subject to a formal review for correctness.

*Charles Hall* 11.11.2020

Charles Hall, AICP, LEED AP BD+C  
Senior Planner  
Alfred Benesch & Company



**21-05-B Langley Pond Park Improvements Bid Submissions**

<b>R.D Brown Contractors</b>	<b>\$3,163.000</b>
<b>Wiley Easton Construction</b>	<b>\$3,002,762</b>
<b>AOS Specialty Contractors</b>	<b>\$3,990,614</b>
<b>Heycon, LLC</b>	<b>\$3,653,000</b>
<b>L-J, Inc.</b>	<b>\$4,904,890</b>



ALLEN-BATCHELOR CONSTRUCTION C  
1063 FRANKE INDUSTRIAL DR  
AUGUSTA GA 30909

CONTINENTAL CONSTRUCTION CO IN  
4190 CROSSTOWNE CT  
EVANS GA 30809

LARRY PITTMAN & ASSOCIATES INC  
1249 GORDON PARK RD  
AUGUSTA GA 30901

MCKNIGHT CONSTRUCTION CO INC  
PO BOX 204718  
AUGUSTA GA 30917

RCN CONTRACTING INC  
1115 FRANKE PLACE COURT  
AUGUSTA GA 30909

S D CLIFTON CONSTRUCTION INC  
PO BOX 949  
EVANS GA 30809

SHAW ENVIRONMENTAL INC  
11560 GREAT OAKS WAY #500  
ALPHARETTA GA 30022

SITEMASTER  
PO BOX 1773  
EVANS GA 30809

SOUTHERN LINE SERVICES INC  
PO BOX 400  
LINCOLNTON GA 30817

AAPCO SOUTHEAST INC  
506 WEBB RD  
CONCORD NC 28025

CROWDER CONSTRUCTION CO  
6425 BROOKSHIRE BLVD  
CHARLOTTE NC 28216

HARRELL SALTRICK & HOPPER CONS  
8016 TOWER POINT DR  
CHARLOTTE NC 28227

HENDRICK CONSTRUCTION INC  
9144 ARROWPOINT BLVD #150  
CHARLOTTE NC 28273

TRULINE INC  
309 HILLANDALE DR  
CHARLOTTE NC 28270

ALLEN CONSTRUCTION  
116 PERSIMMON CT  
GREENWOOD SC 29649

ANTHONY JOHN CONSTRUCTION  
410 LEE GUNTER RD  
LEESVILLE SC 29070

ATC SITE CONSTRUCTION LLC  
PO BOX 7054  
NORTH AUGUSTA SC 29861

BK ALL AMERICAN COMPANY LLC  
PO BOX 729  
NEW ELLENTON SC 29809

BOYKIN CONTRACTING GROUP INC  
1307 1/2 BROAD ST  
CAMDEN SC 29020

BURKWOOD CONSTRUCTION INC  
1240 BLUFF ROAD  
COLUMBIA SC 29201

CENTRAL CAROLINA BUILDERS  
200 HYDRICK RD  
WAGENER SC 29164

CLARY HOOD INC  
150 CONWAY BLACK RD  
SPARTANBURG SC 29307

COMMINS CONSTRUCTION & CABLING  
102 HOLLEY HILL DR  
NORTH AUGUSTA SC 29841

CONMAC CONSTRUCTION MAINTENAI  
PO BOX 964  
AIKEN SC 29802

CONTRACT BUILDING SYSTEMS LLC  
114 BUNKER DR  
WEST COLUMBIA SC 29172

CRAWFORD'S CONTRACTING SERVICE  
PO BOX 1021  
SALUDA SC 29138

CROUCH CONSTRUCTION CO INC  
PO BOX 1033  
IRMO SC 29063

EDCON INC  
31 MULBERLRY STREET  
PEAK SC 29841

ENVIRODEMO CONTRACTORS INC  
1366 SPRING CREEK RD  
LUGOFF SC 29078

FIRST CLASS CONSTRUCTION LLC  
126 B SUBER RD  
COLUMBIA SC 29210

FUL-LINE CONSTRUCTION  
9 YAUN CIRCLE  
NORTH AUGUSTA SC 29841

GARY L MCELMURRAY CONSTRUCTION  
181 OLD JACKSON HWY  
BEECH ISLAND SC 29842

GENE RAY FULMER CONSTRUCTION C  
1356 OLD FOUR NOTCH RD  
RIDGE SPRING SC 29129

GRAHAM AND SONS  
1712 SAPLING DR  
COLUMBIA SC 29210

GREEN EARTH PARTNERS CORP  
204 DAVIS ROAD  
PELZER SC 29669

H G REYNOLDS CO INC  
113 CONTRACT DR  
AIKEN SC 29801

HARDEE CONSTRUCTION COMPANY LLC  
1254 WILSON HALL ROAD  
SUMTER SC 29150

HARPER CORP  
35 W COURT ST #400  
GREENVILLE SC 29601

HBC INC  
951 DOUGHERTY RD  
AIKEN SC 29803

HOLLEY CONSTRUCTION LLC  
24 VANDERBILT DR  
AIKEN SC 29803

HOOD CONSTRUCTION COMPANY  
1050 SHOP ROAD STE A  
COLUMBIA SC 29201

HUTCHINS HUTCHINS SMITH LLC  
5909 EDMUND HWY  
LEXINGTON SC 29073

J C WILKIE CONSTRUCTION LLC  
PO BOX 1350  
LEXINGTON SC 29071

J D GASKINS CONSTRUCTION INC  
939 DOUGHERTY RD  
AIKEN SC 29803

J E STEWART BUILDERS INC  
237 CHESTERFIELD ST N  
AIKEN SC 29801

J E TROWELL BUILDERS INC  
PO BOX 5934  
AIKEN SC 29804

LAWRENCE CONSTRUCTION SERVICES  
4504 HWY 25 S  
GREENWOOD SC 29646

L-J INC  
615 KNOX ABBOTT DR #200  
CAYCE SC 29033

LOVELESS COMMERCIAL CONTRACTIN  
1821 STATE ST  
CAYCE SC 29033

LOWCOUNTRY UNLIMITED INC  
PO BOX 41227  
N CHARLESTON SC 29423

LYN-RICH CONTRACTING CO INC  
1135 BAYWATER DR  
WEST COLUMBIA SC 29170

M B KAHN CONSTRUCTION CO INC  
PO BOX 1179  
COLUMBIA SC 29202

OBREGON CONSTRUCTION LLC  
4195 STORM BRANCH RD  
AIKEN SC 29803

PREMIER CONSTRUCTION SERVICES  
PO BOX 5070  
AIKEN SC 29804

QUATTLEBAUM CONTRACTORS  
1194 WIRE RD  
AIKEN SC 29805

QUERY PRITCHARD CONST INC  
PO BOX 1157  
BARNWELL SC 29812

R D BROWN CONTRACTORS INC  
PO BOX 6535  
NORTH AUGUSTA SC 29861

SACHEL CONSTRUCTION LLC  
2133 DORCHESTER RD  
NORTH CHARLESTON SC 29405

SITE TEC CONSTRUCTION SERVICES  
227 SUDLOW LN  
GRAINTEVILLE SC 29829

SITEC LLC  
522 RAILROAD AVE  
NORTH AUGUSTA SC 29841

SMITH CONSTRUCTORS & ENGINEERS  
PO BOX 126  
CHAPIN SC 29036

SMITH'S 2 CONSTRUCTION LLC  
124 PLAIN ST  
BATESBURG SC 29006

SUMMERFIELD ASSOCIATES INC  
PO BOX 5815  
WEST COLUMBIA SC 29171

TRIDENT CONSTRUCTION  
2245 TECHNICAL PARKWAY  
NORTH CHARLESTON SC 29406

TRI-STAR CONTRACTORS INC  
47 LEGACY LANE  
EDGEFIELD SC 29824

TT AND S CONTRACTING LLC  
5051 WATERWAY CT  
WARRENVILLE SC 29851

VERNON E WILLIAMS LLC  
1452 EDGEFIELD HWY  
AIKEN SC 29801

W M DICKS GENERAL CONTRACTORS  
920 HERNDON DAIRY RD  
BEECH ISLAND SC 29842

W W WILLIAMS CO LLC  
2610 AUGUSTA RD W  
W COLUMBIA SC 29169





Sponsor(s) : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Aiken County Public Service Authority to Purchase a Perforated Plate Filter Screen and Screen Wash Press at the Horse Creek Waste Water Treatment Plant from State Utility Contractors, Inc. Due to Aging of the Existing Mechanical Screen at its Head Works.

---

WHEREAS:

1. The Public Service Authority uses mechanical screening for debris removal from the influent wastewater flows at its Head Works;
2. The current mechanical screen has been in operation since 1997 and has exceeded its useful life expectancy;
3. Twelve registered and suggested vendors were notified of the opportunity to submit proposals in response to Aiken County Solicitation 21-04-P for replacement of the current mechanical screen;
4. A five member PSA committee received and evaluated four vendor proposals and scored them based upon design, warranty, total project cost, past performance and experience/references; and
5. Scoring for the project established that State Utility Contractors, Inc. offered the most advantageous proposal including the lowest cost of the four proposals received at \$594,795.

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

1. The Aiken County Public Service Authority is authorized to purchase a Perforated Plate Filter Screen and Screen Wash Press from State Utility Contractors, Inc. at a cost of \$594,795 for its Head Works at the Horse Creek Waste Water Treatment Plant.
2. Any agreements, contracts or other documentation needed to complete this transaction must be reviewed and approved by the County Attorney prior to execution.

Adopted at the regular meeting of Aiken County Council on\_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Council Chairman

IMPACT STATEMENT: \$594,790 budgeted in PSA FY 21 regular budget to change out one mechanical bar screen.

COUNCIL VOTE:



*Remembering the Past, Preparing for the Future*

## 21-04-P, Perforated Plate Filter Screen and Screen Wash Press

Twelve (12) registered and suggested vendors were notified of the opportunity to submit an offer for RFP, 21-04-P, Perforated Plate Filter Screen and Screen Wash Press. Four (4) were received. The RFP was advertised in the South Carolina Business Opportunity (SCBO) and posted to the Aiken County website on September 17, 2020.

BRW Construction Group, LLC Robert K. Beck, President PO Box 1806 Savannah, GA 31402	Heyward-Charlotte Incorporated DBA Heyward Incorporated or Heyward Services P. Charles Jenkins, President 2101-A Cambridge Beltway Drive Charlotte, NC 28273
State Utility Contractors, Inc. Ronald L. Brown, President PO Box 5019 Monroe NC 28111-5019	The Harper Corporation-General Contractors Bryan S. Royal, Vice President 312 E Coffee Street Greenville SC 29601

Recommendation of the Public Service Authority Director: \_\_\_\_\_

State Utility Contractors Inc.

Signature:  Date: 11/3/2020  
Mark Cook

Approval/Disapproval of the Aiken County Administrator: Recommend award  
to State Utility Contractors for \$394,790.00

Signature:  Date: 11/10/2020  
Clay Killian

Huber Technology Inc.  
1009 Airlie Parkway  
Denver, NC 28037

Parkson Corporation  
1401 West Cypress Creek Rd.  
Ste 100  
Fort Lauderdale, FL 33309-1939

Vulcan Industries  
PO Box 390  
212 South Kirlen Street  
Missouri Valley, Iowa 51555

JWC Environmental  
2850 S. Red Hill Ave  
Ste 125  
Santa Ana, CA 51555

Headworks International  
11000 Brittmoore Park Drive  
Houston, TX 77041

Franklin Miller Inc.  
60 Okner Parkway  
Livingston, NJ 07039

OR-TEC, Inc.  
14500 Industrial Ave.  
Cleveland, OH 44137

Enviro-Care Company  
1570 St. Paul Ave.  
Gurnee, IL 60031

Duperon  
1200 Leon Scott Court  
Saginaw, MI 48601

Schreiber LLC.  
100 Schreiber Drive  
Trussville, AL 35173

McNichol's  
1980 Shiloh Road NW  
Building 6, #300  
Kennesaw, GA 30144

Sponsor(s) : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a Deed of Dedication for the Streets, Roads and Right-of-Way Designated as Harrington Ridge (C-2916), Olympia Pass (C-2917), Broadsword Way (C-2918), Kingfisher Pass (C-2919), Stallion Ridge (C-2920), and Crossbow Landing (C-2921), a Detention Pond, Certain Stormwater Improvements and Various Easements in Harrington Ridge Subdivision, Section I, Located in Council District 3.

---

WHEREAS:

1. Aiken Development, LLC, doing business as Connector Road Properties, the developer, has completed construction of infrastructure in the subdivision known as Harrington Ridge, Section I, which contains 45 lots located in County Council District 5; and
2. The developer has provided a Deed, Certificate of Title and other required documents relating to the subdivision for review by the appropriate staff and officials of Aiken County relating to the proposed dedication to Aiken County of certain roads, streets and rights-of-way as well as a detention pond, certain stormwater improvements and various easements.

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

1. Subject to Section 2 of this Resolution, Aiken County Council hereby accepts the deed of dedication for Harrington Ridge (C-2916), Olympia Pass (C-2917), Broadsword Way (C-2918), Kingfisher Pass (C-2919), Stallion Ridge (C-2920), and Crossbow Landing (C-2921), a detention pond, certain stormwater improvements and various easements all as shown on the plat of Harrington Ridge, Section I, recorded in Plat Book 62, at pages 261 through 263, of the records of the Aiken County RMC Office and described in the deed of dedication approved by the County Attorney to be recorded hereinafter with the Aiken County RMC Office.
2. The deed and related documents submitted to the County are subject to review and approval of the County Attorney and subject to any conditions or revisions required by the County Engineer or County Attorney.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Development Committee  
Committee Referral : Development Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a Deed of Dedication for a Portion of Sudlow Lane (C-2789) Located Near its Intersection with Sudlow Lake Road (S-2-254) in Council District 5.

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WHEREAS:

1. The new owner of the real property on which a portion of Sudlow Lane (C-2789) is located by virtue of an easement previously granted to Aiken County by a prior owner has agreed to convey the same portion of the road located near its intersection with Sudlow Lake Road (S-2-254) to Aiken County in fee simple which will be beneficial to the County
2. The County Attorney will review and approve the Deed of Dedication and all related documents as to form and content before they are accepted by the County.

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

1. Subject to the prior review and approval by the County Attorney of the Deed of Dedication and any other required documents, Aiken County hereby accepts the deed of dedication for the portion of Sudlow Lane (C-2789) shown as Tract 3 on a Boundary Survey prepared by William R. Gore, RLS, dated May 27, 2020, a copy of which is attached hereto.

Adopted at the regular meeting of Aiken County Council on \_\_\_\_\_.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:



Sponsor(s) : Judicial and Public Safety Committee  
Council District Representative : Judicial and Public Safety Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Commission Jeffrey L. Smith II, as an Enforcement Officer for Aiken County as Authorized by the South Carolina Code of Laws, Section 4-9-145.

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WHEREAS:

1. The South Carolina Code of Laws, Section 4-9-145, authorized County Governments to commission Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the County; and
2. Jeffrey L. Smith II, has been employed in the Code Enforcement Department since October 30, 2020 and is unable to completely fulfill his duties without being commissioned as an Enforcement Officer.

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

1. County Council hereby commissions Jeffrey L. Smith II as an Enforcement Officer for Aiken County. This commission shall be effective while he is employed in the Code Enforcement Department as an Enforcement Officer and shall not be transferable to other agencies.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

\_\_\_\_\_  
Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : Judicial and Public Safety Committee  
Committee Referral : Judicial and Public Safety Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept a Hazard Mitigation Grant from the Federal Emergency Management Agency in the Amount of \$183,061 to Purchase a Trailer-Mounted Generator and Related Equipment to Provide Emergency Back-up Power to County-owned Emergency Facilities.

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WHEREAS:

1. Aiken County applied for a Hazard Mitigation Grant from the Federal Emergency Management Agency (FEMA) seeking funding to provide mobile emergency back-up power for various County-owned emergency facilities in times of electrical service interruptions; and
2. The equipment can be used to provide emergency power to the Emergency Medical Service headquarters, substations or other County facilities during weather or other natural disasters that cause interruptions in power supply; and
3. The grant, as awarded by FEMA, provides \$183,061 and does require a match of \$61,020 which can come from remaining Capital Projects Sales Tax II funds for heavy equipment; and
4. County Council desires to accept this grant.

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

1. County Council accepts Hazard Mitigation Grant from the Federal Emergency Management Agency in the amount of \$183,061 to purchase a trailer-mounted generator and related equipment to provide emergency back-up power to County-owned emergency facilities.
2. The County Administrator is authorized to execute any necessary and required documents to accept and administer this grant.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

\_\_\_\_\_  
Katelyn Hayes, Council Clerk

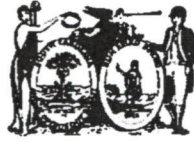
\_\_\_\_\_  
Gary Bunker, Chairman

Fiscal Impact: \$61,020 from remaining funds in the Capital Projects Sales Tax II Program for Heavy Equipment.

COUNCIL VOTE:



**The State of South Carolina  
Military Department**



**OFFICE OF THE ADJUTANT GENERAL**

R. Van McCarty,  
MAJOR GENERAL  
THE ADJUTANT GENERAL

October 16, 2020

J. Clay Killian  
Aiken County Administrator  
Aiken County  
1930 University Parkway, Suite 1100  
Aiken, SC 29801

Re: FEMA-4346-DR-SC HMGP Project F0015 Back-Up Power to alternate EOC, EMS, and  
Headquarter

Dear Mr. Killian:

The South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP).

The enclosed Recipient-Subrecipient Agreement must be signed by both organizations. Please sign the agreement and return a signed copy to SCEMD. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. If you have any questions or concerns, contact Elizabeth Melton, State Hazard Mitigation Officer, at 803-737-8643 or [emelton@emd.sc.gov](mailto:emelton@emd.sc.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson  
Director

Enclosures

**Emergency Management Division**  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 Fax (803) 737-8570

Sponsor(s) : Administrative Committee  
Council District Representative : Administrative Committee  
Committee Consideration Date : November 17, 2020  
Committee Recommendation :  
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Provide for Holiday Pay for County Employees as Provided for in the FY 2021 Annual Budget.

WHEREAS:

1. Aiken County Council has traditionally provided Holiday pay for County employees in recognition of the dedication and hard work employees provide for the citizens of the County; and
2. Aiken County's workforce has not expanded significantly as the County continues to grow, which has created the need for employees to take on more duties and responsibilities; and
3. Aiken County employees continue to find new and innovative ways to provide top quality services to our citizens in spite of the hardships placed on them by tight budgets; and
4. County Council budgeted sufficient funds in the Fiscal Year 2021 budget to provide Holiday pay for employees and wishes to authorize this payment to all qualifying employees.

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

1. County Council does hereby commend and thank each employee for their hard work and dedication during the past year and extends its warmest wishes for a wonderful Holiday Season.
2. All full-time employees on County payroll as of July 1, 2020 who retain full-time status as of November 25, 2020, shall receive Holiday pay in the net amount of \$400.00. Any full-time employee that changed to part-time status after July 1, 2020 shall receive pay in accordance with Section 3 below. All full-time employees hired between July 1, 2020 and November 1, 2020 who retain full-time status as of November 25, 2020 shall receive Holiday pay in the net amount of \$200.00
3. All part-time employees on the payroll as of July 1, 2020 shall receive a net amount of \$200.00, excluding part-time EMS and part-time dispatch. All part-time employees hired between July 1, 2020 and November 1, 2020 shall receive a net amount of \$200.00, excluding part-time EMS and part-time dispatch. EMS and Dispatch part-time employees will receive a calculated amount based on the number of hours worked since January 1, 2020, not to exceed a net amount of \$200.
4. These checks shall be distributed in a separate payroll check dated November 25, 2020.

Adopted at the regular meeting of Aiken County Council on November 17, 2020.

ATTEST:

SIGNED:

Katelyn Hayes, Council Clerk

Gary Bunker, Chairman

IMPACT STATEMENT: Approximately \$400,000 in funding to come from funds appropriated in the FY 2021 Budget.

COUNCIL VOTE:

AIKEN COUNTY COUNCIL  
CONTINGENCY FUND FY2021

STATUS REPORT AS OF October 21, 2020

BALANCE OF CONTINGENCY FUND TO DATE: \$34,326.00

FY 2021 APPROPRIATIONS				
Resolution #	Allocations	District #	Request	
<b>RES 20-07-88</b>	\$250 to Georgia-Carolina Boy Scouts of America	At-Large	Support outreach programs	(\$250.00)
	\$500 to Cedar Masonic Lodge #184 (Wagener)	1	Community outreach programs	(\$500.00)
	\$1,000 to Wagener VFW Post 6304	1	Community outreach programs	(\$1,000.00)
	\$500 to New Holland Fire Department	1	Repairs to station	(\$500.00)
<b>RES 20-08-110</b>	\$900 to Wreaths Across America	At-Large (\$200) 1,23,4,5,6,7 (\$100 each)	Wreaths for Veterans graves	(\$900.00)
	\$1,000 to Midland Valley Lions Club	3	Support outreach programs	(\$1,000.00)
	\$1,000 to Clearwater Water & Sewer	3	Assit with funding for district operations	(\$1,000.00)
	\$500 to Redcliffe Elementary School	7	School supplies for students	(\$500.00)
	\$1,000 to Horse Creek Veteran's Park	At-Large,3,6,7 (\$250 each)	Assist with facility operation expenses	(\$1,000.00)
<b>RES 20-09-125</b>	\$1,000 to Olde Towne Preservation Association	4 & 5 (\$500 each)	Funding for Living History Park	(\$1,000.00)
	\$1,000 to Jackson First Alert Squad	2	Assit with funding for station	(\$1,000.00)
	\$300 to Silver Bluff High School Booster Club	2	Sponsorship for booster club	(\$300.00)
<b>RES 20-10-132</b>	\$250 to Aiken Technical College	At-Large	2020 Virtual Giving Gala	(\$250.00)
	\$450 to Aiken Symphony Orchestra	7	Advertising expenses	(\$450.00)
	\$1,000 to Beech Island Historical Society	At-Large & 2 (\$250 each) (\$500)	<sup>3</sup> Funding for a museum	(\$1,000.00)
	\$24 to Aiken County Administration	3	Sign for Horse Creek Subdivision	(\$24.00)
	1,000 to Aiken Barnwell Mental Health	At-Large (\$200) 1,2,3,4,5,6,7,8 (\$100 each)	Funding for programs	(\$1,000.00)
	Horse Creek Trust	6	Annual Christmas tree lighting	\$1,000.00

**Contingency Fund By District**  
**Expenditures and Balances as of October 21, 2020**  
**(Each District begins the Fiscal Year with \$5000)**

	<b>District</b>	<b>Spent</b>	<b>Available</b>
Bunker	At-Large	\$1,400	\$3,600
Rawls	1	\$2,200	\$2,800
Furgiele	2	\$1,750	\$3,250
Feagin	3	\$2,974	\$2,026
Smith	4	\$700	\$4,300
Haskell	5	\$700	\$4,300
Napier	6	\$1,450	\$3,550
Siders	7	\$1,400	\$3,600
Hightower	8		\$5,000
<b>TOTAL</b>		<u>\$12,574</u>	<u>\$32,426</u>