

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Gantt Fire, Sewer and Police District;  
Marietta Water, Fire, Sanitation, and Sewer  
District; Parker Sewer and Fire Sub-District;  
and Taylors Fire and Sewer District,

Plaintiffs,

vs.

Greenville County; and Butch Kirven, Willis  
Meadows, Xanthene Norris, Joe Dill, Michael  
Barnes, Sid Cates, Rick Roberts, Bob Taylor,  
Liz Seman, Ennis Fant, Lynn Ballard, and  
Dan Tripp, constituting the Greenville County  
Council;

Defendants.

Civil Action No.: 2020-CP-23-05132

Gantt Fire, Sewer and Police District; Parker  
Sewer and Fire Sub-District; and Taylors Fire  
and Sewer District,

Plaintiffs,

vs.

Greenville County; and Butch Kirven, Willis  
Meadows, Xanthene Norris, Joe Dill, Michael  
Barnes, Sid Cates, Rick Roberts, Bob Taylor,  
Liz Seman, Ennis Fant, Lynn Ballard, Dan  
Tripp, Chris Harrison, Steve Shaw, and Stan  
Tzouvelekas, constituting the 2020 and  
current Greenville County Council; and  
Metropolitan Sewer Subdistrict,

Defendants.

Civil Action No.: 2021-CP-23-00081

**CONSENT ORDER**

**IT APPEARING** that Plaintiffs Parker Sewer and Fire Sub-District, with boundaries as they existed on December 31, 2020 (“Parker” or “Parker District”) and Taylors Fire and Sewer District (“Taylors” or “Taylors District”) (collectively, the “Districts”) brought this action against Defendants Greenville County, Butch Kirven, Willis Meadows, Xanthene Norris, Joe Dill, Michael Barnes, Sid Cates, Rick Roberts, Bob Taylor, Liz Seman, Ennis Fant, Lynn Ballard, Dan Tripp, Chris Harrison, Steve Shaw, and Stan Tzouvelekas, constituting the 2020 and current Greenville County Council (collectively, “Greenville County”) for judicial review pursuant to S.C. Code Ann. § 6-11-480 of certain Greenville County ordinances purporting to consolidate the Districts into Metropolitan Sewer Subdistrict d/b/a MetroConnects (“Metro”) and transfer their sewer assets to Metro, and to declare such ordinances unlawful and enjoin their enforcement. Metro has been added as a party to the action for purposes of enabling a settlement of the dispute between Parker and Greenville County;

**IT FURTHER APPEARING** that Parker, Greenville County and Metro have settled this case upon the terms and conditions set forth in this Consent Order, the entry of which is a condition of settlement;

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that:

**1. Transfer of Sewer Assets.**

- a. Effective July 1, 2022, in exchange for the commitments and conditions set forth below, Parker will transfer certain assets of their sewer departments to Metro, as detailed in separate Transfer Agreements to be negotiated between Parker and Metro. The general form of the Transfer Agreement to be negotiated between the parties is attached hereto as Exhibit A. The parties shall negotiate the terms and conditions of the Transfer Agreement in good faith and shall endeavor to execute the Transfer Agreement on or before February 1, 2022. The allocation and transfer

of any and all assets related to the sewer systems shall be addressed in detail in the Transfer Agreement.

## **2. Metro Board Structure**

- a. Metro will petition Greenville County Council for the enlargement of the Metro Board of Commissioners from its present composition of five members to accommodate a sixth additional member for the Parker Designee as defined below. Greenville County Council will do all things necessary to enlarge the Metro board.
- b. In connection with the expansion of the Metro Board of Commissioners, Greenville County Council will recommend the appointment of Mr. Randy Drew (the “Parker Designee”). In the event the Parker Designee is not appointed by the Governor, Greenville County, with the prior consent of Metro, will recommend an alternate qualified candidate from a subsequent list of alternates provided by Parker to Defendants within 14 days of the Parker Designee’s rejection. The Governor’s appointment of the Parker Designee or an alternative is a condition precedent of this settlement, the failure of which will return the parties to their subject positions prior to the settlement’s execution as if no agreement had existed.
- c. In order to comply with the provisions of S.C. Code § 6-11-335(F) regarding staggered terms of commissioners, the Parker Designee shall serve for a term to begin on July 1, 2022, or as soon after as the Governor finalizes such appointment, and to end on November 30, 2026.
- d. Greenville County will take all necessary steps to approve Metro’s petition and recommend the appointment of the Parker Designee to the Metro Board of Commissioners, including but not limited to: (i) approving Metro’s expanded structure, and (ii) recommending the Parker Designee to the Governor for appointment.

### **3. Financial Commitments to Parker's District**

- a. To ensure that the constituents of Parker benefit from at least the same amount of investment in their communities as currently projected by their District, Metro agrees to make the following expenditures within Parker:
  - i. All funds transferred from Parker pursuant to the Transfer Agreement shall be spent within the respective boundaries of the Parker District.
  - ii. Metro will spend a minimum of \$82,000,000 within the boundaries of the Parker District, as they existed on December 31, 2020, over the next 20 years. Of this \$82,000,000, Metro will spend a minimum of \$72,000,000 in the mill villages of the Parker District over the next 12 years. Metro will endeavor to retain Dunn & Shirley, LLC for outside engineering work in the Parker District.

Each year during the timeframes set forth above, Metro will provide to Greenville County Council, to Parker, and make available to the public a report, with all documentation of Metro's expenditures within all of the transferred districts, including the Parker District, upon request.

### **4. Metro Commitment to Hire Parker Sewer Employees**

- a. Metro will make offers of employment as soon as practical after the execution of the Transfer Agreement to employees as of June 30, 2021 of the Parker District's sewer department (the "Listed Employees") and each employee subsequently hired by Parker to replace a Listed Employee, provided that Metro shall not be required to make offers exceeding the Listed Employees' pay. The start date at Metro for such employees shall be July 1, 2022, unless otherwise agreed to by Parker and Metro.

- b. Metro's employment offers shall be at pay rates no less than the employees' pay rates as provided to Metro on June 30, 2021 and/or July 1, 2021, with a review period after ninety (90) days.
- c. Metro's employment offers shall include all benefits applicable to other Metro employees.
- d. Employees shall retain their seniority levels for purposes of accrual of vacation leave and sick leave and promotions.
- e. Metro will make all reasonable efforts to provide employees vacation leave for post July 1, 2022 vacations scheduled prior to the start date with Metro.
- f. All other relevant information concerning employment shall be further addressed in the Transfer Agreement.

**5. Greenville County's Commitment to Leave Intact Fire Service as Provided**

- a. Greenville County Council has no intent to consolidate fire services and will pass a resolution communicating its desire for Parker to continue its current fire service operations, in a form substantially similar to Exhibit B.
- b. Parker will continue to set millage to provide fire services to the constituents within its District.

**6. Financial Assistance for Ratepayers.** Metro will continue to participate in and implement programs that offer financial assistance to financially disadvantaged ratepayers in the Districts.

**7. Release of Claims.** Except as set forth in this Consent Order, the parties agree to enter into a mutual, full release of all claims.

**8. Successors and Assigns.** This Settlement and Consent Order shall be binding upon the

Parties as well as their successors, whether by merger, asset transfer, or otherwise, and assigns, including but not limited to the requirement that the Parker Designee (or, if applicable, alternate) be placed upon the board of any successor to Metro.

9. **Dismissal and Enforcement.** This action shall be dismissed without prejudice pursuant to Rule 40(j), SCRCF until the conditions set forth in Section 10 are satisfied, whereupon this action shall be dismissed with prejudice, but the Court shall retain limited jurisdiction to enforce the terms and conditions of this Consent Order.

10. **Conditions Subsequent.** This Settlement and Consent Order is conditioned on County Council's amendment of Ordinance No. 5248 to change the effective date of the Ordinance, with regard only to the Parker District, to the date on which the Greenville County Circuit Court approves the Consent Order and Settlement Agreement. Additionally, the Settlement and Consent Order is conditioned on the execution of the Transfer Agreement between the Parker District and Metro on or before February 1, 2022, and the appointment of the Parker Designee to the Metro board on or before July 1, 2022.

**IT IS SO ORDERED.**

**Parker Sewer and Fire Sub-District**

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

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

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

**Greenville County Council**

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

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

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

**Metropolitan Sewer Subdistrict**

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

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

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