

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 Taylors Fire and Sewer District, with boundaries as they existed on December 31, 2020 (“Taylors”), and Parker Sewer and Fire Sub-District (“Parker”) (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 Taylors and Greenville County;

IT FURTHER APPEARING that Taylors, 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, Taylors will transfer certain assets of its sewer department to Metro, as detailed in separate Transfer Agreements to be negotiated between Taylors 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 system shall be addressed in detail in the Transfer

Agreement.

2. Metro Board Structure

- a. Metro will petition Greenville County for the enlargement of the Metro Board of Commissioners from its present composition of five members to accommodate an additional member for the Taylors Designee as defined below. Greenville County 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. Gary A. Schultz (Tony) (the “Taylors Designee”). In the event the Taylors 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 Taylors to Defendants within 14 days of the Taylors Designee’s rejection. The Governor’s appointment of the Taylors 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 Taylors 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, 2024.
- d. Greenville County will take all necessary steps to approve Metro’s petition and recommend the appointment of the Taylors Designee to the Metro Board of Commissioners, including but not limited to: (i) approving Metro’s expanded structure, and (ii) recommending the Taylors Designee to the Governor for appointment.

3. Financial Commitments to Taylors’s District

- a. To ensure that the constituents of Taylors 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 Taylors:
 - i. All funds transferred from Taylors pursuant to the Transfer Agreement shall be spent within the respective boundaries of Taylors.
 - ii. Metro will spend a minimum of \$26,000,000 within the boundaries of Taylors, as they existed on December 31, 2020, over the next 20 years. Of this \$26,000,000, Metro will spend a minimum of \$15,000,000 over the next 10 years and of these amounts, Metro will spend \$6,000,000 over the next 4 years.

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

4. Metro Commitment to Hire Taylors Sewer Employees

- a. Metro will make offers of employment as soon as practical after the execution of the Transfer Agreement to employees as of October 15, 2021, of the Taylor's sewer department (the "Listed Employees") and each employee subsequently hired by Taylors 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 Taylors 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 has no intent to consolidate fire services and will pass a resolution communicating its desire for Taylors to continue its current fire service operations, in a form substantially similar to Exhibit B.
- b. Taylors 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 Taylors 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 Taylors, 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 Taylors and Metro on or before February 1, 2022, and the appointment of the Taylors Designee to the Metro board on or before July 1, 2022.

IT IS SO ORDERED.

Taylors Fire and Sewer Sub-District

By: _____
Its: _____
Date: _____

Greenville County Council

By: _____
Its: _____
Date: _____

Metropolitan Sewer Subdistrict

By: _____
Its: _____
Date: _____