



**SPECIAL CALLED**  
**CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING**  
Tuesday, July 6<sup>th</sup>, 2021 **at 5:15 PM**  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J A Cochran Bypass, Council Chambers

**AGENDA**

- 1. Call to Order**
- 2. Approval of minutes**
  - a. May 3<sup>rd</sup>, 2021 CCTC Minutes. **Pg. 2**
- 3. Old Business**
  - a. Update on repair for Wylie Road. -Bill Coleman
  - b. Update on signage for Sugar Plum Road. -Bill Coleman.
  - c. Update on Craigbrow and Quail Hollow sidewalks. - Bill Coleman.
  - d. Update on Baseball Alley- Rick Crap.
  - e. Update on JA Cochran Bypass and Ashford Street Sidewalk installation. - Rick Crap.
  - f. Update on Deerbranch Road- Rick Crap.
  - g. Update regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. Attorney Winters. **Pg. 5**
- 4. New Business**
  - a. Recommendation of Award for Britt Lane- Procurement Director Susan Cok. **Pg 7**
  - b. Approval to the SCDOT in the amount of \$500.00 for dedication markers Christopher King, Sr. Memorial Highway Dedication Sign.- Interim Chairman Dr. Frederick. **Pg. 10**
  - c. Request to Reimburse the Road Department for Road Maintenance from April 21, 2021 to June 18, 2021 in the amount of \$14,505.01 dollars. **Pg.14**
- 5. Adjourn**



## CHESTER COUNTY TRANSPORTATION COMMITTEE MINUTES

Monday, May 3<sup>rd</sup>, 2021 at 5:15 PM

**R. Carlisle Roddey Chester County Government Complex  
1476 J A Cochran Bypass, Council Chambers**

### MINUTES

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman William Killian arrived at 5:20 pm and Councilwoman Guy arrived at 5:19 pm. **Absent:** Councilman Pete Wilson was absent with prior notification. Rules of Procedure Section 2-59- and 60 were suspended.

1. **Call to Order**-Interim Chairman Frederick called the meeting to order.

2. **Approval of minutes**

a. **April 6th, 2021 CCTC Minutes.**

Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 3-0 to approve.

3. **Old Business**

a. **Approval of 2022 SCDOT/CTC partnership. -Bill Coleman.**

Bill Coleman stated at the last CTC meeting Council approved Shirley Road in partnership with SCDOT where they do the base work and CTC does the paving. They need to know which roads they will be paving for 2022 since a lot of behind-the-scenes test comes into play. He proposed to do Minter and half of Pilgrim Road by starting on the Chester end since it was the worst. Pilgrim road was not on DOT list, but they agreed to pave it. Vice Chairman Branham motioned to accept the recommendations of Minter and Pilgrim Road, second by Councilman Jordan. Vote 4-0 to approve.

b. **Update of Douglas and Washington Street sidewalks. Bill Coleman.**

Mr. Coleman stated the rules and regulations for the TAP program that was discussed at the last CTC meeting had changed. Now they give the State x amount of dollars and would be competitive and a 20% match. Projects will have to compete with other projects in the State. Douglas Road does not have a chance now because it has no where to go on either end. Washington Street could be made to end at the Riverwalk or the high school but to do it that way the sidewalks would have to be done a mile and quarter longer just to get the half mile. He and Councilman Vaughn discussed it and it would not be very cost efficient. Councilman Vaughn stated he was disappointed to hear that since the sidewalks would serve the folks that live in the Douglas and Washington street neighborhoods.

Vice Chairman Branham said when you say competitive are you talking about how many residents, the population density. Mr. Coleman said the way he understood the new rules and regulations was each County would submit their projects to a committee who will decide which is justified and which is not. They would decide which projects to complete to take care of the money, he did not know what the criteria would be to be competitive but was told sidewalks to nowhere would be considered non-starter. Vice Chairman Branham asked if Quail Hollow and Craighbrow Circle could be added to the project and would they qualify, they had been mentioned at the last CTC meeting. He was sure Craighbrow Circle was a mile long. Mr. Coleman said the

Chester County Transportation Meeting May 3rd, 2021.

CTC committee would have to direct him to proceed to look and see if Craigbrow Circle qualifies for the TAP program. Vice Chairman Branham motioned to add sidewalks to Craigbrow Circle with the 20% match, second by Councilwoman Guy. Vote 5-0 to approve.

**c. Update on Baseball Alley- LB Cannon.**

Mr. Cannon stated Baseball Alley was 95% complete and were waiting to put down shoulder material. They were changing the drainage structures along with seeding.

**d. Update on JA Cochran Bypass and Ashford Street Sidewalk installation. -LB Cannon**

Mr. Cannon stated they were waiting on two handicap ramps to be poured for Ashford Street and across the bypass that was included in the DOT permit. They were waiting on an inspection from DOT as well.

**4. New Business**

**a. Discussion regarding Pedestrian Crossing Agreement at Railroad at Pizza Hut. - LB Cannon**

Mr. Cannon stated they were waiting on the decision by the County if they considered paying the \$365 annually and \$1000 dollars for administration work. Attorney Winters said she did not like the agreement, a lot of indemnity that would fall on the County even if they are negligent. Right now, she said it was not favorable to the County. She asked to have it back on the next agenda.

**b. Discuss truck traffic on Sugar Plum Road. -Councilwoman Guy.**

Councilwoman Guy stated a resident that lived on the road was concerned with tractor trailers parking there and felt like the road was too small to have that type of truck parked on it. She asked if DOT could put up a sign stating, “no eighteen-wheeler parking”. She said the resident had spoken to DOT before but cannot get them to post a sign. Councilwoman Guy motioned to have the Attorney Winters write a letter to SCDOT requesting the sign “no tractor trailers parking” on Sugar Plum Road, second by Councilman Jordan. Attorney Winters said if approved it would be by an ordinance. Councilman Killian stated if they are only parking the tractor and not the trailer, he did not see a problem with it but if they were parking the truck and trailer that would be a big problem since it is a small road. He stated more residents from that neighborhood should have a voice to see if they have a problem with the parking instead of going off one complaint. Mr. Coleman said with CTC’s permission he would call the district traffic officer to ask him to look at it and confirm with Council whether to proceed. Vote 5-0 to approve.

**c. Discuss Road repair on Wylie Road. Councilwoman Guy.**

Councilwoman Guy said she was representing one of the residents on Wylie Road, her complaint was at the end of Wylie Road where the pavement ends it was a big drop off onto dirt. She said SCDOT says their maintenance ends at the end of the pavement and its not listed on the County Road list. Public Works Director Robert Hall stated when the pavement ends the road bears off to driveways that go to the left and to the right. Councilwoman Guy said the resident wants gravel to put in the drop off. Mr. Hall said since her driveway comes off a state road, he could not do it. Councilwoman Guy asked if Mr. Coleman could look at, he said he would.

**d. Approval of 2022 Road repaving list-Public Works Director Robert Hall.**

Public Works Director Robert Hall said the list he originally sent had 14 rows but with the list that was provided they are approximately 32 rows. They have gone out and looked at the roads and put a priority list together and graded each one by letters, A, B, C, D and F. The first 14 roads are considered as F’s since they were the worst roads in the County they had found so far. He asked Council to review them first then he would send the list to the engineering firm for evaluation and

cost estimates. He was trying to get the process started earlier than what was done last year. Councilman Vaughn stated in October of last year CTC held a workshop to discuss the ordinance and asked if the ordinance and the selection of the roads presented figure into the selection.

Mr. Hall stated yes, based on the ordinance, the list presented to you tonight are the worst roads in Chester County, the formula from the ordinance would be used when it gets sent to the firm for them to do evaluations. They based the roads by potholes, alligator cracking, poor shoulders, dribbling and ruts along with uneven pavement. The roads were not based off districts. Councilman Vaughn stated by the ordinance it is one road per district, there is a problem with the ordinance. The ordinance needs to be updated to comply with today's standards, it would also help Mr. Hall's department as well. Council asked Attorney Winters to look at the ordinance to see what revisions could be made.

**e. Request to Reimburse the Road Department for Road Maintenance from November 2020 to January 2021 in the amount of \$38,170.38 dollars.**

Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

**f. Request to Reimburse the Recycling Department for Sign Material from January 2021 to April 2021 in the amount \$1458.38 dollars.** Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

**5. Adjourn-**Councilman Vaughn motioned to adjourn, second by Councilwoman Guy. Vote 5-0 to adjourn.

Time: 5:54 PM





105 MAIN STREET, CHESTER, SOUTH CAROLINA 29706  
803-581-8190 803-581-8243 (FAX)  
WINTERSLAWSC.COM

**MEMO**  
**ATTORNEY CLIENT PRIVILEGED**

**TO:** Susan Cok  
**FROM:** Joanie Winters, County Attorney  
**DATE:** June 16, 2021  
**RE:** Pedestrian Crossing

Susan:

You asked me to review the License Agreement for the Pedestrian Crossing out on the J.A. Cochran Bypass and also my opinion regarding this pedestrian sidewalk. Here are my thoughts:

1. This Agreement puts ALL costs onto the County. While that appears to only be \$365 for the annual license, it doesn't end there. There is a one-time contract preparation fee of \$1,000; there is an application fee of \$1500; the County is responsible for maintenance of approaches, the crossing itself, surrounding areas, signage, curbs, gutters, shoulders, slopes, fills and cuts, drainage, in other words everything around, through, above and a bit beyond the sidewalk. If the RR doesn't believe we are doing a good job, they reserve the right to hire someone and charge us back for the work.
2. We have to furnish gates, barricades, signs, flashing light signals or crossing warning devices the RR deems necessary and must pay for all of this. The Railroad can decide to do this instead but will charge us back.
3. While the construction is going on, if the RR believes that it is advisable, they will place flaggers, inspectors or surveyors at the rate of \$150.00 per hour with a minimum of four hours for each individual placed.
4. Changes that need to be made to the right of way or track (including raising, lowering or additions to) we pay for.
5. We are responsible for all permits from Federal, State, and Local authorities.

6. Any wirelines, pipelines or utilities need permitting separately.
7. If we use a third party for the construction or maintenance of the sidewalk, they have to be approved and under a Right to Enter agreement.
8. The hold harmless is extremely far reaching. The County is holding the Railroad harmless for EVERYTHING up to and including for incidents that occur due to the negligence of the Railroad. The indemnity survives the expiration or termination of the Agreement meaning we are forever liable.
9. Finally, they require \$3,000,000 of General Liability for a combined single limit per occurrence and an aggregate of \$6,000,000 as a minimum. This is for property, bodily harm and GL. I'm not sure we have those kinds of limits currently, thus creating an additional expense for more insurance.

Certainly a lot to consider but I would not recommend that we enter into this Agreement due to the potential liability and the ongoing cost factors. We do need to determine exactly what we have committed to under this Agreement. I don't have a signature page for the County on the Agreement but the copy of the Application does have Robert Hall's name on there.



# DENNIS CORPORATION

## Recommendation of Award

Date: June 3, 2021

Project: Britt Lane Pipe Washout	Owner: Chester County	RFP NO: C7.68-01
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Bidder: Martin & Son Contracting Inc.

Bidder's Address:

194 Martin Family Road, Spartanburg SC 29306

To: Dr. Wylie Frederick, County Supervisor

On February 16, 2021, an Invitation to Bid for the above referenced project was advertised in SCBO and posted to the County's website.

On May 27, 2021, five (5) bids were received for the project. A certified tabulation of the bids received is attached.

Dennis Corporation has reviewed the bids received by all bidders. All bidders were determined to be qualified.

The lowest qualified bid received was in the amount of \$29,670.40 by Martin & Son Contracting Inc. Dennis Corporation found that the submittal met the bid requirements as specified and advertised and the bidder is considered to be responsible and responsive. The individual prices bid for the work were reviewed and analyzed and the price is less than the engineer's estimate of probable costs. The total price bid is found to be fair and reasonable for the work as specified.

Based on the review and analysis of the bid responses, Dennis Corporation recommends that if the County wishes to proceed with the project, a contract be awarded to Martin & Son Contracting Inc. for the Project in the amount of \$29,670.40.

Dennis Corporation

Engineer

By: David Hamrick, EIT

Name

Authorized Signature

Engineering Manager

Title

# CERTIFIED BID SUMMARY



**Britt Lane Pipe Washout**  
 RFB NO: C7.68-01  
 Chester County  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706  
 Thursday, May 27, 2021 at 2:00 PM



Rank	Company Name	Bid Total
1	Martin & Son Contracting, Inc. 194 Martin Family Road Spartanburg, SC 29306 SC Contractor License 106612	\$29,670.40
2	Faulkner Dev Development & Engineering, LLC 3025 Montview Road Sharon, SC 29742 SC Contractor License 121005	\$49,760.00
3	Mace Green Builders LLC 305 Willow Oak Circle Lancaster, SC 29720 SC Contractor License 119338	\$58,000.00
4	LCI-Lineberger Construction, Inc. 1490 Kershaw Camden Highway Lancaster, SC 29720 SC Contractor License 95014	\$58,310.00
5	AOS Specialty Contractors, Inc. 1224 Two Notch Road Lexington, SC 29073 SC Contractor License 111758	\$79,027.00

The attached bid tabulations are an accurate summary of the bids received on the subject project. Any discrepancies in unit prices or extended totals have been identified. Based on bid tabulations herein, *Martin & Son Contracting, Inc.* is identified as the lowest responsive bidder.





**Britt Lane Pipe Washout**  
for  
**Chester County**  
Bid Tabulation

Item #	Description	Quantity	Units	AOS Specialty Contractors, Inc		Faulkner Development & Engineering, LLC		Mace Green Builders, LLC		LCI Lineberger Construction, Inc.		Martin & Son Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$16,400.00	\$16,400.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$8,500.00	\$8,500.00	\$3,000.00	\$3,000.00
2	Bonds & Insurance	1	LS	\$1,735.00	\$1,735.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
3	Construction, Stakes, Lines & Grades	1	EA	\$1,165.00	\$1,165.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
4	Traffic Control	1	LS	\$5,050.00	\$5,050.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00
5	Removal & Disposal of Existing Asphalt Pavement	120	SY	\$65.50	\$7,860.00	\$20.00	\$2,400.00	\$14.00	\$1,680.00	\$25.00	\$3,000.00	\$20.00	\$2,400.00
6	Full Depth Asphalt Pavement Patching 6" Uniform	120	SY	\$194.00	\$23,280.00	\$100.00	\$12,000.00	\$22.00	\$2,640.00	\$100.00	\$12,000.00	\$16.67	\$2,000.40
7	30" Smooth Wall Pipe	80	LF	\$218.00	\$17,440.00	\$100.00	\$8,000.00	\$175.00	\$14,000.00	\$225.00	\$18,000.00	\$150.00	\$12,000.00
8	Rip Rap Class A	28	TON	\$146.50	\$4,102.00	\$100.00	\$2,800.00	\$107.00	\$2,996.00	\$150.00	\$4,200.00	\$100.00	\$2,800.00
9	Geotextile for EC Under Rip Rap Class 2, Type C	32	SY	\$15.00	\$480.00	\$30.00	\$960.00	\$57.00	\$1,824.00	\$5.00	\$160.00	\$10.00	\$320.00
10	Borrow Excavation	15	CY	\$48.00	\$720.00	\$40.00	\$600.00	\$97.00	\$1,455.00	\$200.00	\$3,000.00	\$50.00	\$750.00
11	No. 57 Stone for Backfill	15	TON	\$107.00	\$1,605.00	\$100.00	\$1,500.00	\$127.00	\$1,905.00	\$150.00	\$2,250.00	\$80.00	\$1,200.00
12	Turbidity Curtain	1	LS	\$3,550.00	\$3,550.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00

<b>Total Price Bid</b>	<b>\$79,027.00</b>	<b>\$49,760.00</b>	<b>\$58,000.00</b>	<b>\$58,310.00</b>	<b>\$29,670.40</b>
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<b>Required Bid Forms Returned and Signed?</b>	Y	Y	Y	Y	Y
<b>License Verified?</b>	Y	Y	Y	Y	Y
<b>Bid Security?</b>	Y	Y	Y	Y	Y

Red Highlighted unit prices indicate that the Unit Price shown was calculated to match the Total Price submitted.  
Yellow Highlighted total prices indicate that the Total Price shown was calculated based on the Unit Price submitted.  
Mathematical discrepancies indicated above did not affect or change the overall ranking.



South Carolina  
Department of Transportation

May 17, 2021

Mr. Wylie Frederick, Chairman  
Chester County Transportation Committee  
P.O. Drawer 580  
Chester, SC 29706

RE: "Christopher King, Sr. Memorial Highway" Dedication Signs

Dear Chairman Frederick:

I am pleased to inform you that the South Carolina Department of Transportation (SCDOT) has received a concurrent resolution of the General Assembly requesting that the SCDOT name the portion of South Carolina Highway 9 in the City of Chester in Chester County from its intersection with Hudson Street to its intersection with Cemetery Street "Christopher King, Sr. Memorial Highway" and erect appropriate markers.

In accordance with current law, expenses incurred in the fabrication and placement of dedication signs or markers must be paid from "C" funds. Therefore, I respectfully request Chester County Transportation Committee to prepare a lump sum payment of \$500.00 for the cost of fabricating and installing these dedication signs.

Please send the Chester County Transportation Committee's check for \$500.00 with the signed copy of this letter to SCDOT Governmental Relations Office – Room 309, PO Box 191, Columbia, SC 29202-0191.

If you have questions or require additional information, please contact our office at (803) 737-1251.

Sincerely,

Alison R. Phillips  
Legislative Coordinator

Enclosure

\_\_\_\_\_  
Chairman, Wylie Frederick  
Chester County Transportation Committee

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



1 RECALLED  
2 May 11, 2021

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## H. 4218

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Introduced by Reps. McDaniel and Ligon

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8 S. Printed 5/11/21--S.

9 Read the first time May 6, 2021.

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**A CONCURRENT RESOLUTION**

TO REQUEST THE DEPARTMENT OF TRANSPORTATION NAME THE PORTION OF SOUTH CAROLINA HIGHWAY 9 IN THE CITY OF CHESTER IN CHESTER COUNTY FROM ITS INTERSECTION WITH HUDSON STREET TO ITS INTERSECTION WITH CEMETERY STREET "CHRISTOPHER KING, SR. MEMORIAL HIGHWAY" AND ERECT APPROPRIATE MARKERS OR SIGNS ALONG THIS PORTION OF HIGHWAY CONTAINING THESE WORDS.

Whereas, the Honorable Christopher King, Sr., former Mayor of Chester, was born on February 4, 1936, in Chester County and died September 1, 1997. He was the son of the late William Robert King, Sr., and the late Ellen Nelson King; and

Whereas, a 1954 graduate of Finley High School, Mayor King continued his education at Atlanta Mortuary College and was a 1959 graduate of Johnson C. Smith University in Charlotte, North Carolina; and

Whereas, Mr. King joined Carmel Presbyterian Church before becoming a member of Calvary Baptist Church, where he served as a deacon; and

Whereas, a licensed mortician, for over forty years he was the owner and operator of King's Funeral Home of Chester with his wife, Margie Buckson King and their children, Christopher King II, the Honorable William Robert King II, Dr. Nelson Maurice King, the Honorable Robbie King-Boyd, Pansy King-Reid, Margie King-Delk, Marty "Capp" King, and State Representative John Richard C. King; and



1 Whereas, he was the first Black mayor of Chester and played a key  
2 role in the case that culminated with the United States Supreme  
3 Court's decision that established single member districts for Chester  
4 County; and

5  
6 Whereas, Mayor King was a member of Acacia Masonic Lodge No.  
7 32, a charter member of the Chester Optimist Club, past chairman  
8 of the Chester Metropolitan Sewer District, member of Carolina  
9 Community Actions, the NAACP, the Selective Service Board, the  
10 Small Business Administration, the Chester County Chamber of  
11 Commerce and the South Carolina Morticians Association; and

12  
13 Whereas, he is survived by his wife, four sons, three daughters and  
14 a host of other relatives; and

15  
16 Whereas, it would be fitting and proper to forever recognize the  
17 legacy of this outstanding son of South Carolina by naming a portion  
18 of highway in the City of Chester in his honor. Now, therefore,

19  
20 Be it resolved by the House of Representatives, the Senate  
21 concurring:

22  
23 That the members of the General Assembly request the Department  
24 of Transportation name the portion of South Carolina Highway 9 in  
25 the City of Chester in Chester County from its intersection with  
26 Hudson Street to its intersection with Cemetery Street "Christopher  
27 King, Sr. Memorial Highway" and erect appropriate markers or  
28 signs along this portion of highway containing these words.

29  
30 Be it further resolved that a copy of this resolution be presented to  
31 the Department of Transportation.

32 -----XX-----  
33



# Chester County, South Carolina

Roads Department  
Post Office Drawer 580  
Chester, SC 29706

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June 28, 2021

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County Road maintenance materials purchased from April 21, 2021 to June 18, 2021 in the amount of \$14,234.68.

In addition, the May 3, 2021 reimbursement report was missing the 1% sales tax in the amount of \$270.33 that Chester County is required to send to the State of South Carolina each month.

**The total amount for this period is \$14,505.01.**

Regards,

*Randy Hall*

Roads Department Supervisor

**Cfunds Reimbursements**  
**From April 21, 2021 to June 18, 2021**

<b>GRAND TOTAL</b>				<b>\$9,855.21</b>	<b>\$635.82</b>	<b>\$689.86</b>	<b>\$10,545.13</b>	<b>\$105.45</b>	<b>\$10,650.59</b>
<b>District</b>	<b>Ticket No.</b>	<b>Road</b>	<b>Date</b>	<b>Amount</b>	<b>Tons</b>	<b>7 % Tax</b>	<b>Invoice Amount</b>	<b>1% Sales Tax Paid to SC</b>	<b>Total Reimbursement</b>
1	627025370	Willington Dr	4/21/2021	\$124.31	8.020	\$8.70	\$133.01		
1	627025560	Willington Dr	4/22/2021	\$108.19	6.980	\$7.57	\$115.76		
5	627026049	Armory Rd - Office Stock	4/27/2021	\$110.05	7.100	\$7.70	\$117.76		
4	627026109	Carter Rd	4/27/2021	\$221.19	14.270	\$15.48	\$236.67		
4	627026147	Carter Rd	4/27/2021	\$232.66	15.010	\$16.29	\$248.94		
4	627026230	Carter Rd	4/28/2021	\$243.97	15.740	\$17.08	\$261.05		
1	627026516	Floppy Dr	4/29/2021	\$231.42	14.930	\$16.20	\$247.62		
1	627026616	Floppy Dr	4/30/2021	\$238.70	15.400	\$16.71	\$255.41		
1	627026645	Floppy Dr	4/30/2021	\$229.71	14.820	\$16.08	\$245.79		
1	627026673	Floppy Dr	4/30/2021	\$241.80	15.600	\$16.93	\$258.73		
1	627027193	Kee's Dr	5/6/2021	\$228.47	14.740	\$15.99	\$244.47		
1	627027231	Kee's Dr	5/6/2021	\$233.90	15.090	\$16.37	\$250.27		
1	627028098	Kee's Dr	5/14/2021	\$226.61	14.620	\$15.86	\$242.47		
1	627028128	Kee's Dr	5/14/2021	\$236.38	15.250	\$16.55	\$252.92		
1	627028171	Kee's Dr	5/14/2021	\$245.06	15.810	\$17.15	\$262.22		
2	627028233	Bovine Dr	5/17/2021	\$221.81	14.310	\$15.53	\$237.33		
2	627028234	Bovine Dr	5/17/2021	\$231.11	14.910	\$16.18	\$247.28		
2	627028255	Bovine Dr	5/17/2021	\$249.24	16.080	\$17.45	\$266.69		
2	627028256	Bovine Dr	5/17/2021	\$229.71	14.820	\$16.08	\$245.79		
2	627028280	Bovine Dr	5/17/2021	\$215.92	13.930	\$15.11	\$231.05		
2	627028281	Bovine Dr	5/17/2021	\$210.18	13.560	\$14.71	\$224.89		
1	627028655	Peak Dr	5/20/2021	\$227.39	14.670	\$15.92	\$243.30		
1	627028683	Peak Dr	5/20/2021	\$230.49	14.870	\$16.13	\$246.62		
1	627028703	Peak Dr	5/20/2021	\$244.59	15.780	\$17.12	\$261.72		
1	627028704	Peak Dr	5/20/2021	\$237.31	15.310	\$16.61	\$253.92		
2	627029343	Lumpkin St	5/27/2021	\$226.46	14.610	\$15.85	\$242.31		
3	627029577	Rebecca Dr	6/1/2021	\$232.97	15.030	\$16.31	\$249.27		
3	627029578	Rebecca Dr	6/1/2021	\$230.02	14.840	\$16.10	\$246.13		
3	627029600	Rebecca Dr	6/1/2021	\$249.86	16.120	\$17.49	\$267.35		
3	627029601	Rebecca Dr	6/1/2021	\$246.76	15.920	\$17.27	\$264.03		
4	627029620	Going Rd	6/1/2021	\$240.87	15.540	\$16.86	\$257.73		
4	627029621	Going Rd	6/1/2021	\$236.22	15.240	\$16.54	\$252.76		
5	627029930	Debruhl Rd	6/4/2021	\$253.89	16.380	\$17.77	\$271.66		
1	627030541	Robinhood Rd	6/10/2021	\$239.17	15.430	\$16.74	\$255.91		
2	627030568	Berrywood Rd	6/10/2021	\$231.88	14.960	\$16.23	\$248.11		
2	627030635	Berrywood Rd	6/11/2021	\$205.84	13.280	\$14.41	\$220.25		



# CHESTER COUNTY COUNCIL MEETING

## **R. Carlisle Roddey Chester County Government Complex**

1476 J.A. Cochran Bypass Chester, SC 29706

**Tuesday, July 6<sup>th</sup>, 2021 at 6:00 PM**

Interim Supervisor Dr. Wylie Frederick Presiding

### **Agenda**

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes-June 21<sup>st</sup>, 2021 Council Minutes. Pg. 20**
4. **Citizen Comments**
5. **Public Hearing**
  - a. **3<sup>rd</sup> Reading of 2021-8** Ordinance to Adopt a Fund Balance Policy.
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2021-8** Ordinance to Adopt a Fund Balance Policy. **Pg. 24**
  - b. **2<sup>nd</sup> Reading of 2021-9** Ordinance to Repeal section 46-94 of the Chester County Code-transporting loose material. **Pg.29**
  - c. **Resolution 2021-13** To Approve Chester County 2021-2022 Departmental Organizational Charts. **Pg. 31**
7. **Old Business**
  - a. **3<sup>rd</sup> Reading of CCMA21-14:** Judy Funderburk request Tax Map # 158-01-08-007-000 located at 1474 Catawba River Road, Fort Lawn, SC be rezoned from R1 (Rural One) to RG-2 (General Residential). *Planning Commission voted 6-0 to deny.* **Pg.67**
  - b. **2<sup>nd</sup> Reading of CCMA21-17:** - David Woods request Tax Map # 079-01-14-017-000 located at 730 Sugarplum Road, Chester be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). *Planning Commission voted 7-0 to approve.* **Pg.72**
  - c. **2<sup>nd</sup> Reading of CCMA21-18:** - Eugene Raffaldt request Tax Map # 161-01-00-011-000 located at 5584 Brooklyn Road, Great Falls be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). *Planning Commission voted 7-0 to approve.* **Pg.75**
  - d. **2<sup>nd</sup> Reading of CCMA21-19:** - Carolina Gypsum, LLC request Tax Map # 080-02-02-006-000 located at 531 Wilson Street, Chester be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). *Planning Commission vote 7-0 to approve.* **Pg.78**
  - e. **From CCTC:**
    1. Action taken on repair on Wylie Road.
    2. Action taken for signage on Sugar Plum Road.
    3. Action taken regarding the update on the Pedestrian Crossing Agreement at Railroad at Pizza Hut.



4. Action taken regarding the update on Craigbrow and Quail Hollow sidewalks.
5. Action taken regarding the update on Baseball Alley.
6. Action taken regarding update JA Cochran Bypass and Ashford Street Sidewalk installation.
7. Action taken regarding Deerbranch Road.
8. Action taken regarding the Recommendation of Award for Britt Lane.
9. Action taken regarding the approval to the SCDOT in the amount of \$500.00 for dedication markers Christopher King, Sr. Memorial Highway Dedication Sign.
10. Action taken to reimburse the Road Department for Road Maintenance from April 21, 2021 to June 18, 2021 in the amount of \$14,505.01 dollars.

**8. New Business**

- a. Council to consider a multi-year contract for Election Systems & Software Maintenance in the amount of \$73,725 dollars. Voter Registration Director Karen Roach. **Pg.80**
- b. Council to consider a 5-year 911 contract for UPS maintenance paid annually in the amount of \$2540.16 dollars for the Sheriff's Office. E 911 Director Doug McMurray. **Pg.93**
- c. Council to consider a new 3-year contract for extended service for a Truvista line upgrade and RB office line in the amount of \$3700 + taxes for the Sheriff's office and paid monthly. E911 Director Doug McMurray. **Pg. 102**
- d. Council to consider a 3-year contract service agreement renewal for Johnson Controls fire inspections in the amount of \$3,900.22 annually. E911 Director Doug McMurray. **Pg.105**
- e. Discuss the Sheriff's office request to apply for a CPD De-escalation Training Grant. - Sheriff Dorsey. **Pg.106**
- f. Requirements under State Law for Development Agreements- County Council.

**9. Boards and Commissions**

- a. Resignation from the Board of Assessment of Appeals. Interim Chairman Dr. Frederick. **Pg.113**

**10. Executive Session**

- a. To receive legal advice regarding the 2018 Bond. Attorney Winters.
- b. To receive legal advice regarding Project 2043. Attorney Winters.
- c. To receive legal advice regarding Project 2106. Attorney Winters.
- d. To receive legal advice regarding the local option sales tax. Attorney Winters.
- e. To receive legal advice regarding County Infrastructure. - Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice for the 2018 Bond.
- b. Action taken regarding legal advice for Project 2043.
- c. Action taken regarding legal advice for Project 2106.
- d. Action taken regarding legal advice for the local option sales tax.
- e. Action taken regarding legal advice for County Infrastructure.

**12. Council Comments**

**13. Adjourn**

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

**↓ \*\*\* PUBLIC NOTICE \*\*\* ↓**

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

**Guidelines for Addressing Council**

**Citizens Comments:**

- Please sign the sign-in sheet upon arrival, name, address and telephone number.
- Each citizen will be limited to three minutes.
- Large groups (more than 5) speaking on the same position on an issue must appoint one representative to speak on behalf of the group.

**Public Hearings:**

- Please sign the sign-in sheet upon arrival, name, address and telephone number.
- Each speaker will be limited to a three-minute presentation.
- Large groups (more than 5) speaking on the same position on an issue must appoint one representative to speak on behalf of the group.

**When introduced:**

- Approach the podium, state your name and address.
- Speak loudly and clearly making sure that the microphone is not obstructed.
- Do not address the audience – direct all comments to Council.
- Do not approach the Council table unless directed.

**Anyone addressing Council will be called out of order if you:**

- Use profanity.
- Stray from the subject.
- Make comments personally attacking an individual member of Council.
- Make comments personally attacking an individual member of Council.

# CHESTER COUNTY COUNCIL MINUTES

## **R. Carlisle Roddey Chester County Government Complex**

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, June 21<sup>st</sup>, 2021 at 6:00 PM**

**Present:** Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Councilman Killian was absent.

**1. Call to Order**

**2. Pledge of Allegiance and Invocation**

**3. Approval of Minutes**

**May 27<sup>th</sup>, 2021 Budget Workshop minutes.**

Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

**June 3<sup>rd</sup>, 2021 Budget Workshop and Special Called minutes.**

Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

**June 7<sup>th</sup>, 2021 Council minutes.**

Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 4-0 to approve.

Councilwoman Guy was not in attendance for the 6-7-2021 meeting and did not vote.

**June 14<sup>th</sup>, 2021 Special Called minutes.**

Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 4-0 to approve.

Councilman Jordan was not in attendance for the 6-14-2021 meeting and did not vote.

**4. Citizen Comments**

Jeff Harris, 4354 Simpson Road, Edgemoor, SC referenced the Gateway masterplan and the cost to develop and implement the plan. He asked Council to think about the consequences from fast growth without adequate business tax income to help compensate so residents would not get hit with a big tax bill.

David Hensley, 1971 South Anderson Road, Rock Hill, SC stated he wanted to speak about item 7.d-e. The proposed development would have commercial components that the county needs, the number of dwellings and mix of homes had been reduced through the Planning Commission's recommendations.

Judson Stringfellow, 2116 Crown Centre Dr, Rock Hill, SC stated they had forty acres of land that was already zoned commercial set aside and has a entrance road through it. They want to do a mix of homes at different price range.

Judy Funderburke, 5899 Cindy Lane, Fort Lawn SC, stated she has the opportunity to buy a piece of land to put here manufactured home there. She asked Council to approve her request to rezone the property to RG-2 zoning.

**Public Hearing-** Interim Chairman Dr. Frederick opened the Public Hearing. No one signed up to speak.

**a. 3<sup>rd</sup> Reading of Ordinance 2021-4** Chester County Fiscal Year 2021/2022 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2021; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2021; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.



Interim Chairman Dr. Frederick closed the public hearing.

**5. Ordinances/Resolutions/Proclamations**

**a. 3<sup>rd</sup> Reading of Ordinance 2021-4 Chester County Fiscal Year 2021/2022 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2021; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2021; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.** Vice Chairman Branham motioned to approve, second by Councilwoman Guy. It was discussed to purchase four new vehicles for the Sheriff's office in the amount of \$220,890 which also included the sirens, radio and other equipment. Councilwoman Guy withdrew her second, Vice Chairman Branham withdrew his motion. Vice Chairman Branham motioned to amend the ordinance for fiscal year 2021 /2022 to include the purchase of four new vehicles with equipment for the Sheriff's department, second by Councilman Vaughn. Vote 5-0 to approve.

**b. 1<sup>st</sup> Reading of 2021-7 Ordinance to Repeal section 46-94 of the Chester County Code-transporting loose material.** Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

**c. 2<sup>nd</sup> Reading of 2021-8 Ordinance to Adopt a Fund Balance Policy.** Councilwoman Guy motioned to approve, second by Councilman Jordan. Attorney Winters stated after speaking with Treasurer Darby the minimum assigned should be 25% and not to exceed 50% of the general fund.

**d. Resolution 2021-12 A Resolution to authorize the County of Chester, by Chester County Council to sell certain vehicles of the County and the Sheriff's Office Identified herein upon such terms and conditions as described.** Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

**7. Old Business**

**a. Update of the 2021 Reassessment- Assessor Rick Anderson.**

Mr. Anderson gave an update stating his department had been working diligently on the 2021 reassessment. The assessment notices were printed and would be mailed on July 1, he stated it was not a bill but simply shows what your fair market value is along with the taxable value of a property. He asked if citizens had any questions to call his office and someone would help them.

**b. Update on the Burnt House Meeting Cemetery. -Councilman Jordan.**

Dr. Neely Gaston gave an update stating the committee began meeting in November of 2020. The current fence along Mr. Scott McWaters property is located on 0.046 of an acre on his property. He is fine with keeping the fence there but does not want the liability of people getting hurt while visiting the cemetery and traveling on the county-maintained road from Bobcat Lane to the cemetery and would like for the County to provide a MOU stating he has no liability. Dr. Gaston stated they would like permission from Council to invite Dr. Jonathan Leader from the USC Institute of Archaeology and Anthropology, to use ground penetrating radar to locate unmarked graves and the hope of determining if any African American family members are buried there, and to determine the most accurate number of total grave sites on the property. Vice Chairman Branham motioned to give permission to Burnt House Meeting Cemetery Committee to write a letter to Dr. Jonathan Leader, second by Councilman Jordan. Vote 5-0 to approve. They also asked permission from Council to raise private funds. Councilman Vaughn motioned to give Burnt House Meeting Cemetery Committee permission to raise private funds and put it on the website, second by Councilman

Jordan. Attorney Winters stated a separate account would be put in place for monies collected through the Treasure Department. Vote 5-0 to approve.

**c. 2<sup>nd</sup> Reading of CCMA21-14: Judy Funderburk request Tax Map # 158-01-08-007-000 located at 1474 Catawba River Road, Fort Lawn, SC be rezoned from R1 (Rural One) to RG-2 (General Residential). Planning Commission voted 6-0 to deny. Councilman Vaughn motioned to approve the rezoning, second by Councilman Wilson. Vote 5-0 to approve.**

**d. 2<sup>nd</sup> Reading of CCMA21-15: JDSI, LLC by Judson Stringfellow request Tax Map # 124-00-00-024-000 located off Hwy 9, Richburg, SC be rezoned from RS-1 (Single Family) to PD (Planned Development). Planning Commission voted 4-2 to approve. Councilman Vaughn motioned to approve with conditions, second by Councilman Wilson. After much discussion it was decided to have the third reading at the July 19<sup>th</sup> meeting so Council could obtain more information. Vote 4-1 to approve. Councilman Jordan opposed.**

**e. 2<sup>nd</sup> Reading of CCMA21-16: JDSI, LLC by Judson Stringfellow request Tax Map # 124-00-00-027-000 located off Hwy 9, Richburg, SC be rezoned from R2 (Rural Two) to PD (Planned Development). Planning Commission voted 4-2 to approve. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. It was decided to have the third reading at the July 19<sup>th</sup> meeting so Council could obtain more information. Vote 4-1 to approve. Councilman Jordan opposed.**

## 8. New Business

**a. 1<sup>st</sup> Reading of CCMA21-17: - David Woods request Tax Map # 079-01-14-017-000 located at 730 Sugarplum Road, Chester be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve. Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.**

**b. 1<sup>st</sup> Reading of CCMA21-18: - Eugene Raffaldt request Tax Map # 161-01-00-011-000 located at 5584 Brooklyn Road, Great Falls be rezoned from RG-1 (Multi Family) to RG-2 (General Residential). Planning Commission voted 7-0 to approve. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.**

**c. 1<sup>st</sup> Reading of CCMA21-19: - Carolina Gypsum, LLC request Tax Map # 080-02-02-006-000 located at 531 Wilson Street, Chester be rezoned from GC (General Commercial) to ID-2 (Limited Industrial). Planning Commission vote 7-0 to approve. Vice Chairman Branham motioned to approve with a reverter clause if they move out the property would be revert back to GC, second by Councilman Vaughn. Vote 5-0 to approve.**

**d. Council to authorize EMS to apply for a no match grant for up to \$75,000 to enhance mobile vaccinations for Covid. EMS Director Britt Lineberger. Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.**

### **e. Discuss procedures for renting facilities in the Town of Great Falls. County Council.**

Attorney Winters stated she had spoken with Angela Strothers to see how procedures for renting out the facilities in Great Falls was done. She stated Ms. Strothers informed her David Minors field is free since there is no lights or shelters there. If it is used for commercial, she rents it out for \$125.00 and requires an insurance certificate. Anyone using the David Minors field must abide by the Town of Great Falls rules since it's in their jurisdiction. Sometimes conflicts happen when she is not informed if an event has been booked without her knowledge. Private events are required to provide an insurance certificate also if they are bringing in bouncy houses, etc. Councilman Vaughn asked if she rents out the Rodman field. Attorney Winters stated Ms. Strothers told her she has never been asked to rent out that facility. She uses the same recreational application for all fields.

Councilman Vaughn stated there were lights at David Minor field and that would be an expense to the County to have the lights on. He stated private security should be hired since they have one policeman on duty. The number one priority for the use of the fields should be the children of Chester County. He felt more work needs to be done.

**f. Discuss holding monthly scheduled Council workshops. Councilman Wilson.**

Councilman Wilson stated he wanted the rest of Council to consider holding standing workshops. Last year there were 15 special called meetings and 3 workshops, this year there has been 8 special called meetings with 3 workshops hopefully Council could hold ten workshops a year. This would give Council an opportunity to have more discussions on housing, roads and other topics that may come up. He stated it would make them much more effective as a Council. If there is nothing to discuss for an upcoming workshop it can be cancelled.

**9. Boards and Commissions -None**

**10. Executive Session**

Councilman Jordan motioned to go into executive session, second by Councilwoman Guy. Vote 5-0 to approve.

- a. To receive legal advice regarding the Chester Facilities Corporation. Attorney Winters.
- b. To receive legal advice regarding the Fund Balance Ordinance. Attorney Winters.
- c. To receive legal advice regarding the Gateway. Attorney Winters.
- d. To receive legal advice regarding Project Magma. Attorney Winters

**11. Council Actions Following Executive Session**

Councilman Wilson motioned to go back to regular session, second by Councilman Jordan. Vote 5-0 to approve.

- a. **Action taken on legal advice regarding the Chester Facilities Corporation. Information only.**
- b. **Action taken on legal advice regarding the Fund Balance Ordinance. Information only.**
- c. **Action taken on legal advice regarding the Gateway. Information only.**
- d. **Action taken on legal advice regarding Project Magma. Information only.**

**12. Council Comments**

Councilman Wilson stated he they came in tonight the new West Chester Fire truck was parked outside, it replaces a 1983 Chevrolet front mounted pump and hoped it will serve West Chester for many years to come. He asked to keep the family of Bobby Holcombe who passed in prayers, he was a big part of this County and would be truly missed.

**13. Adjourn**

Councilwoman Guy motioned to adjourn, second by Vice Chairman Branham. Vote 5-0 to adjourn.

Time: 10:15 PM

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.



**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:**

Chester County Council does hereby adopt the Fund Balance Policy as attached herein as Exhibit A, and incorporated by reference into this Ordinance.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Dr. Wylie Frederick  
Interim Supervisor, Chester County

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Chester County, South Carolina

First Reading: June 21st, 2021  
Second Reading: July 6th, 2021  
Public Hearing: 2021  
Third Reading: \_\_\_\_\_, 2021

Chester County, South Carolina

**EXHIBIT A**

**Section 1. Purpose.** The Fund Balance Policy is intended to provide guidelines during the preparation and execution of the annual budget to ensure that sufficient reserves are maintained for unanticipated expenditures or revenue shortfalls. It also is intended to preserve flexibility throughout the fiscal year to make adjustments in funding for programs approved in connection with the annual budget. The Fund Balance Policy should be established based upon a long-term perspective recognizing that stated thresholds are considered minimum balances. The main objective of establishing and maintaining a Fund Balance Policy is for the County to be in a strong fiscal position that will allow for a better position to weather negative economic trends.

**Section 2. Categories.** The Fund Balance consists of five categories: Nonspendable, Restricted, Committed, Assigned, and Unassigned.

- **Nonspendable Fund Balance** consists of funds that cannot be spent due to their form (e.g., inventories and prepaids) or funds that legally or contractually must be maintained intact.
- **Restricted Fund Balance** consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation.
- **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the County's highest level of decision making authority (governing body). Formal action must be taken prior to the end of the fiscal year. The same formal action must be taken to remove or change the limitations placed on the funds.
- **Assigned Fund Balance** consists of funds that are set aside with the intent to be used for a specific purpose by the County's highest level of decision making authority or a body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
- **Unassigned Fund Balance** consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

**Section 3. Responsibility.** Nonspendable funds are those funds that cannot be spent because they are either:

- i. Not in spendable form (e.g., inventories and prepaids)
- ii. Legally or contractually required to be maintained intact.

It is the responsibility of the Treasurer and/or his designee to report all Nonspendable Funds appropriately in the County's financial records.

Restricted funds are those funds that have constraints placed on their use either:

- i. Externally by creditors, grantors, contributors, or laws or regulation, or other governments
- ii. By law through constitutional provisions or enabling legislation.

It is the responsibility of the Treasurer and/or his designee to report all Restricted Funds appropriately in the County's financial records.

**Section 4. Order of Use of Restricted and Unrestricted Funds.** When both restricted and unrestricted funds are available for expenditure, restricted funds should be spent first unless legal requirements disallow it or the expenditure would violate any restrictions on the funds.

When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and unassigned funds last in accordance with any restrictions on the funds.

**Section 5. Authority to Commit Funds.** The County Council has the authority to set aside funds for a specific purpose. Any funds set aside as Committed Fund Balance requires, at a minimum, the passage of an ordinance will be necessary. Commitment must take place on or before June 30<sup>th</sup> of the applicable fiscal year. If the actual amount of the commitment is not available by June 30<sup>th</sup>, the ordinance must state the process or formula necessary to calculate the actual amount as soon as information is available. In the event County Council wishes to lift the committed status of funds so that they may be used for general purposes, a formal action equal to that which originally committed the funds, namely an ordinance, must be taken.

**Section 6. Stabilization Funds.** The County Council has the authority to establish a Financial Stabilization Account that will be a Committed Fund Balance. A Financial Stabilization Account may be established for the purpose of providing funds for an urgent event that affects the safety of the general public (e.g., flood, pandemic, etc.). The minimum level for the Financial Stabilization Account is 5% of the General Fund expenditures. The recognition of an urgent event must be established by County Council. A budget amendment must be approved by County Council. In the event that the balance drops below the established minimum level, County Council will develop a plan to replenish the Financial Stabilization Account balance to the established minimum level within two years.

**Section 7. Authority to Assign Funds.** Upon passage of the Fund Balance Policy, authority is granted to the County Treasurer and/or his designee, to assign funds for specific purposes in an amount not to exceed \$\_\_\_\_\_per purpose or in total not to exceed \$\_\_\_\_\_. Any funds set aside as Assigned Fund Balance must be reported to County Council at their next regular meeting and recorded in the minutes. County Council has the authority to remove or change the assignment of the funds.

County Council has the authority to set aside funds for the intended use of a specific purpose. Any funds set aside as Assigned Fund Balance requires a simple majority vote and must be recorded in the minutes. The same action is required to change or remove the assignment.

Upon passage of a budget ordinance where Fund Balance is used as a source to balance the budget, the Treasurer and/or his designee shall record the amount as Assigned Fund Balance.

**Section 8. Unassigned Fund Balance.** Unassigned Fund Balance is the residual amount of Fund Balance in the General Fund. It represents the resources available for future spending. An appropriate level of Unassigned Fund Balance should be maintained in the General Fund in order to cover unexpected expenditures and revenue shortfalls.

Unassigned Fund Balance may be accessed in the event of unexpected expenditures up to the minimum established level upon approval of a budget amendment by County Council. In the event of projected revenue shortfalls, it is the responsibility of the Treasurer and/or his designee to report the projections to County Council on a quarterly basis and shall be recorded in the minutes.

Any budget amendment that will result in the Unassigned Fund Balance dropping below the minimum level will require the approval of 2/3 vote of the County Council.

The Fund Balance policy establishes a minimum Unassigned Fund Balance equal to \_\_\_% of General Fund expenditures. In the event that the balance drops below the established minimum level County Council will develop a plan to replenish the fund balance to the established minimum level within twelve months.





**Ordinance No. 2021-9**

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

CHESTER COUNTY, SOUTH CAROLINA

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

Dr. Wylie Frederick  
Interim Supervisor, Chester County

Attest:

By: \_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

First Reading: June 21<sup>st</sup>, 2021  
Second Reading: July 6th, 2021  
Public Hearing: 2021  
Third Reading: \_\_\_\_\_, 2021

Chester County, South Carolina



**Resolution 2021-13**

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

CHESTER COUNTY, SOUTH CAROLINA

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

Dr. Wylie Frederick  
Interim County Supervisor

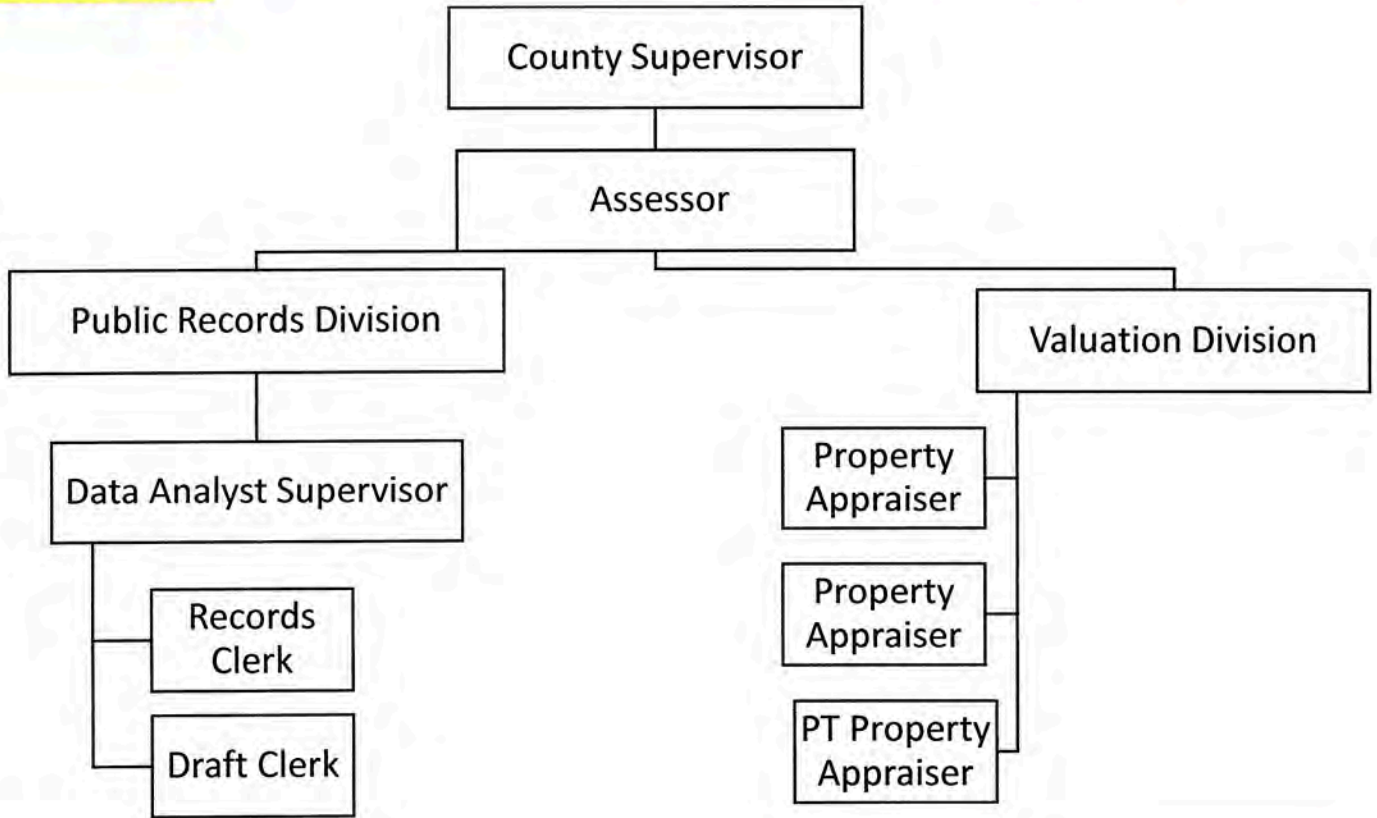
Attest:

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

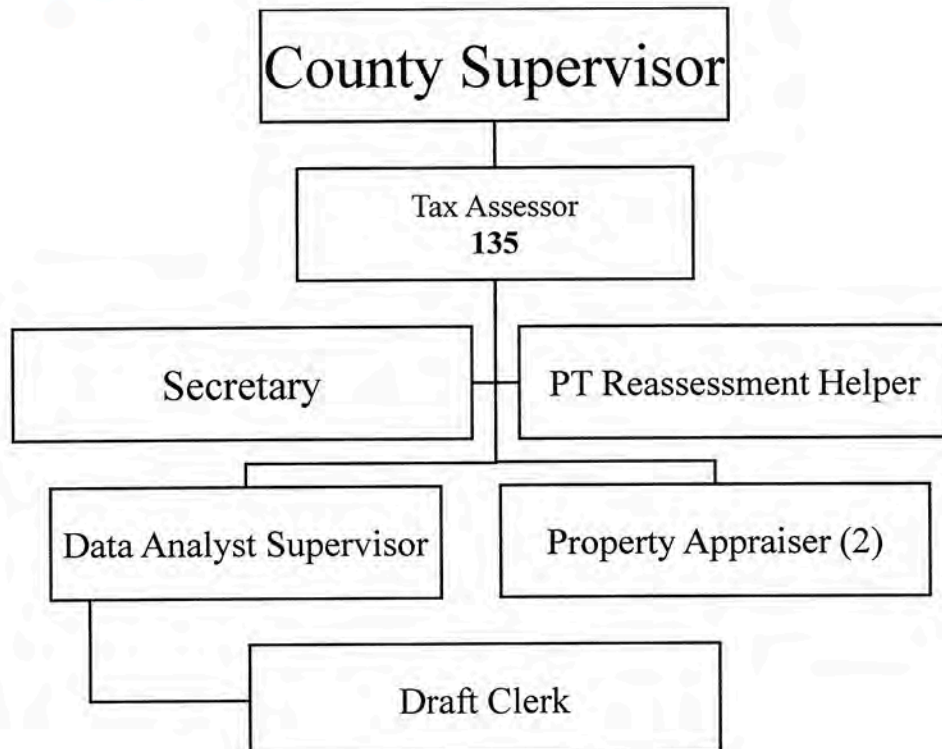
Karen Lee  
Clerk to County Council  
Chester County, South Carolina

# 2021-2022 ASSESSOR – ORGANIZATIONAL CHART

## Restructured Chart

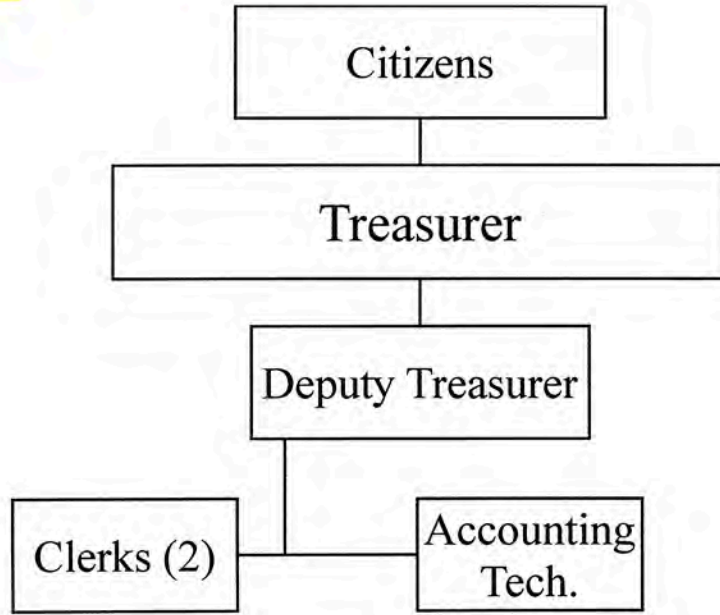


2020-2021 Change Title from Administrative Assistant to Secretary- Left Part Time Position On chart.



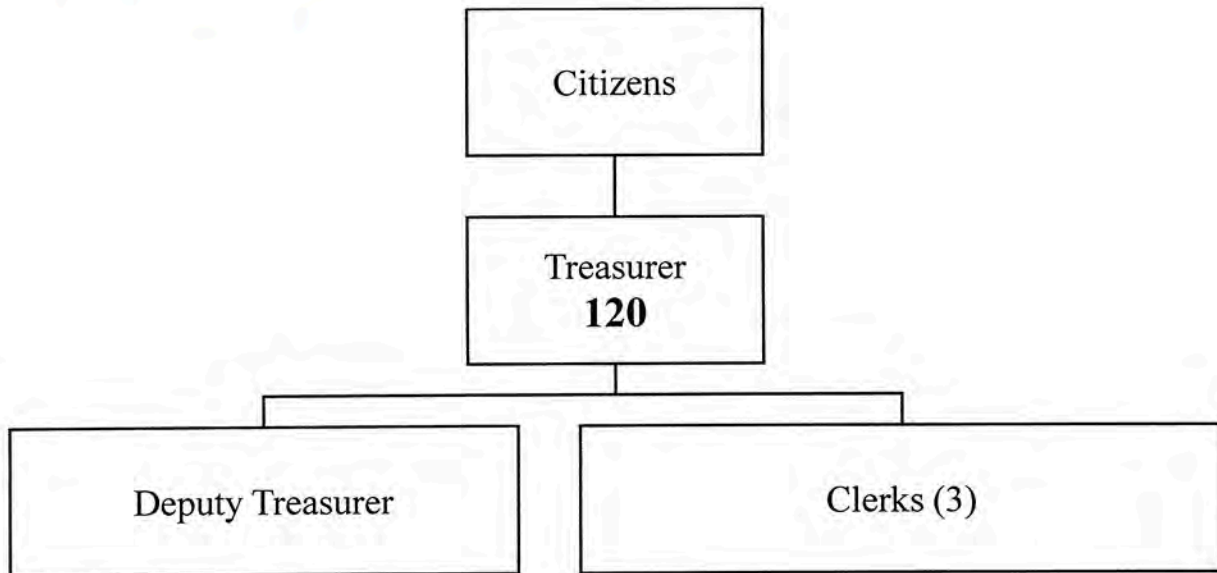
# 2021-2022 TREASURER ORGANIZATIONAL CHART

## Restructured Chart



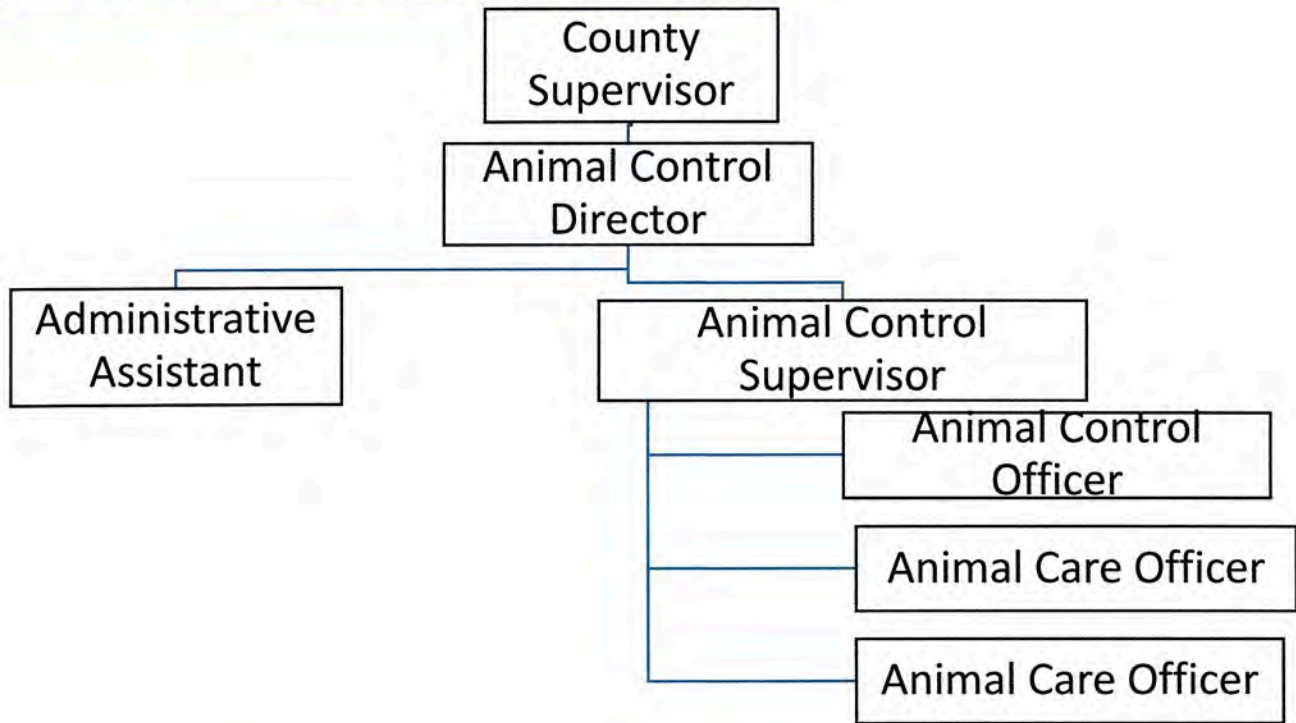
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## 2020-2021 No Changes



**2021-2022 Animal Control – Organizational Chart**

Fiscal year 2021-2022 -Restructured Chart -Added Director



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**2020-2021**

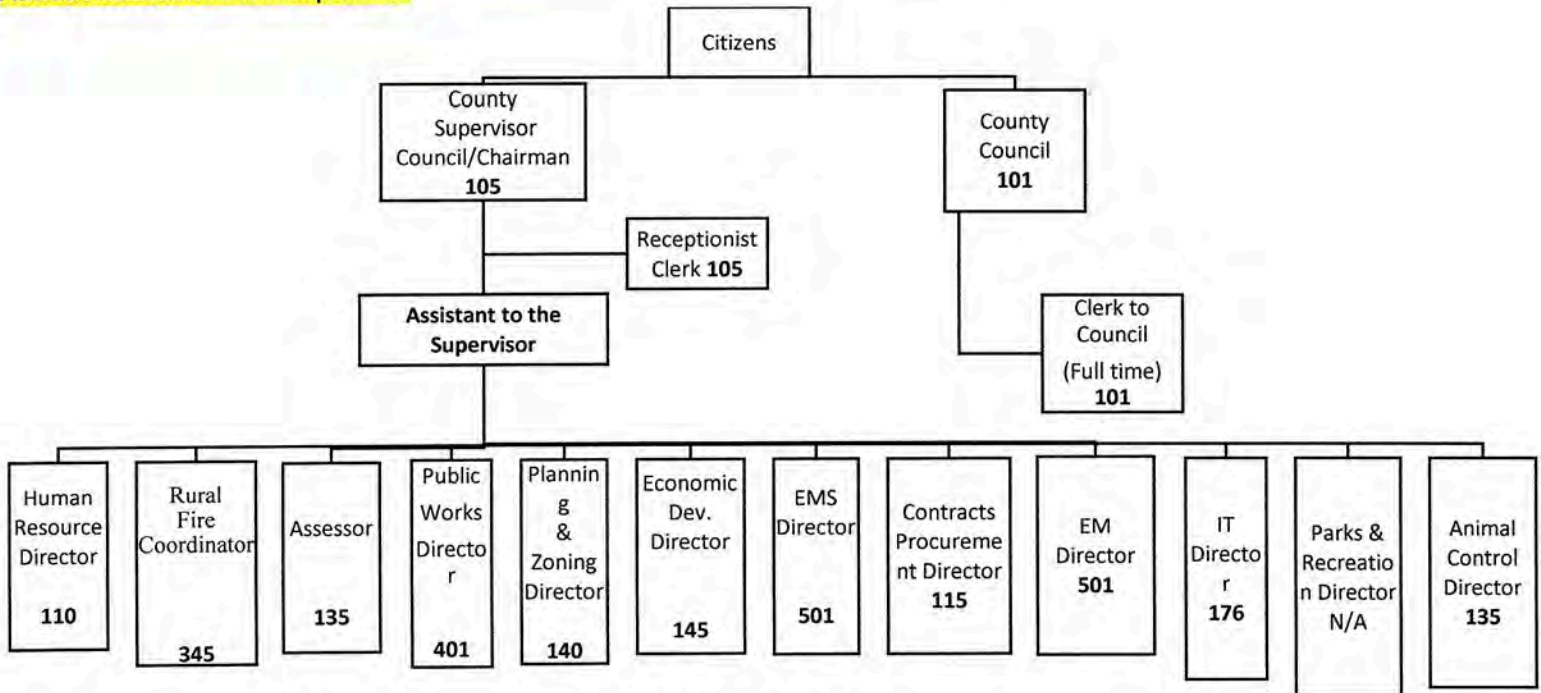




## 2021-2022 COUNTY SUPERVISOR-ORGANIZATION CHART

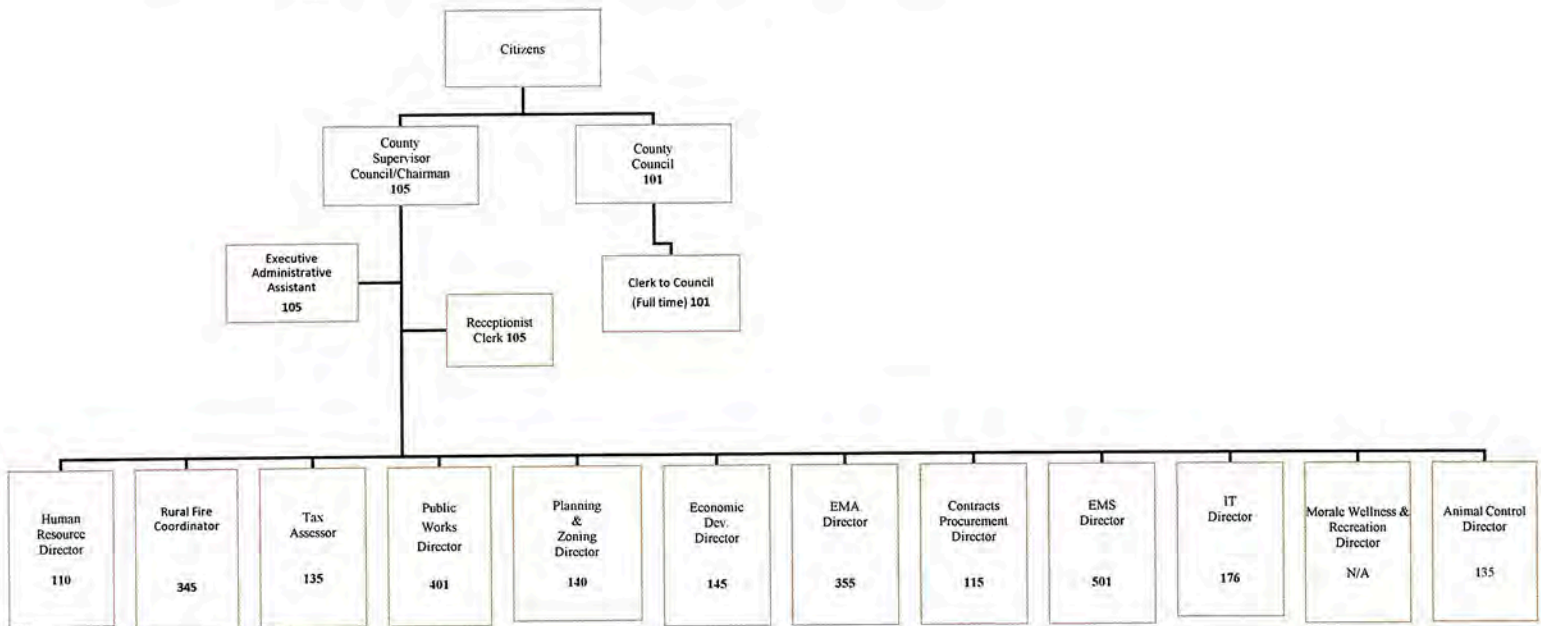
Dissovlved Executive Administrative Assistant

Added Assisstant to the Supervisor



## 2020-2021 COUNTY SUPERVISOR-ORGANIZATION CHART

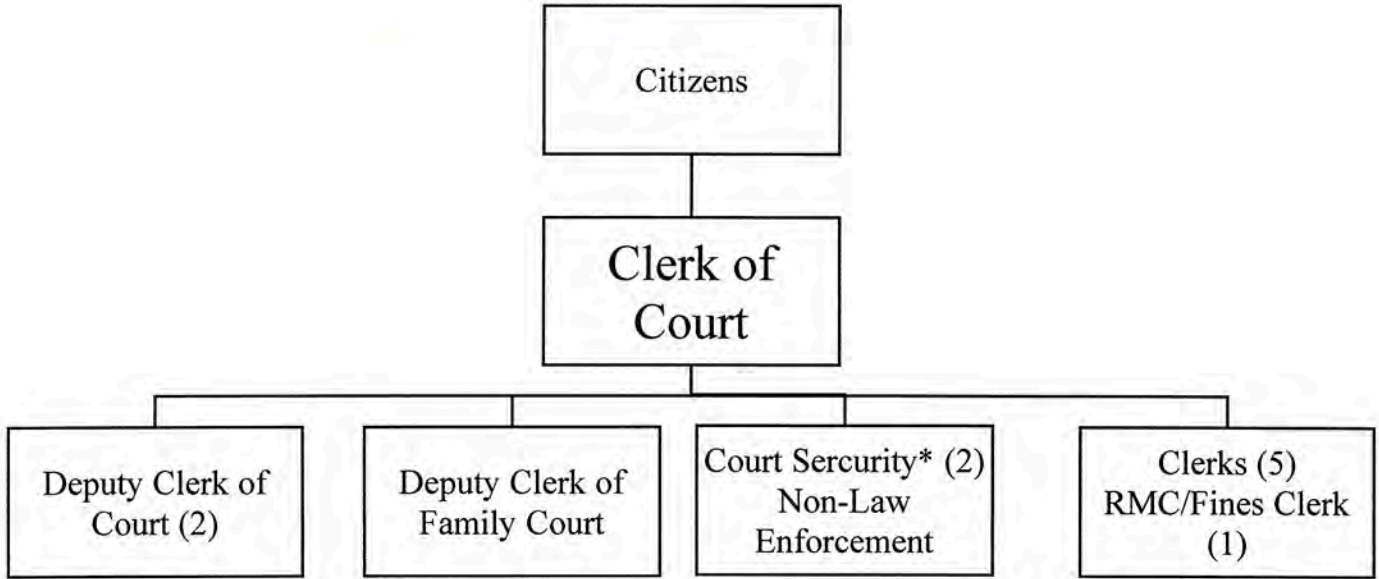
Removed Finance Director from under authority of the Supervisor



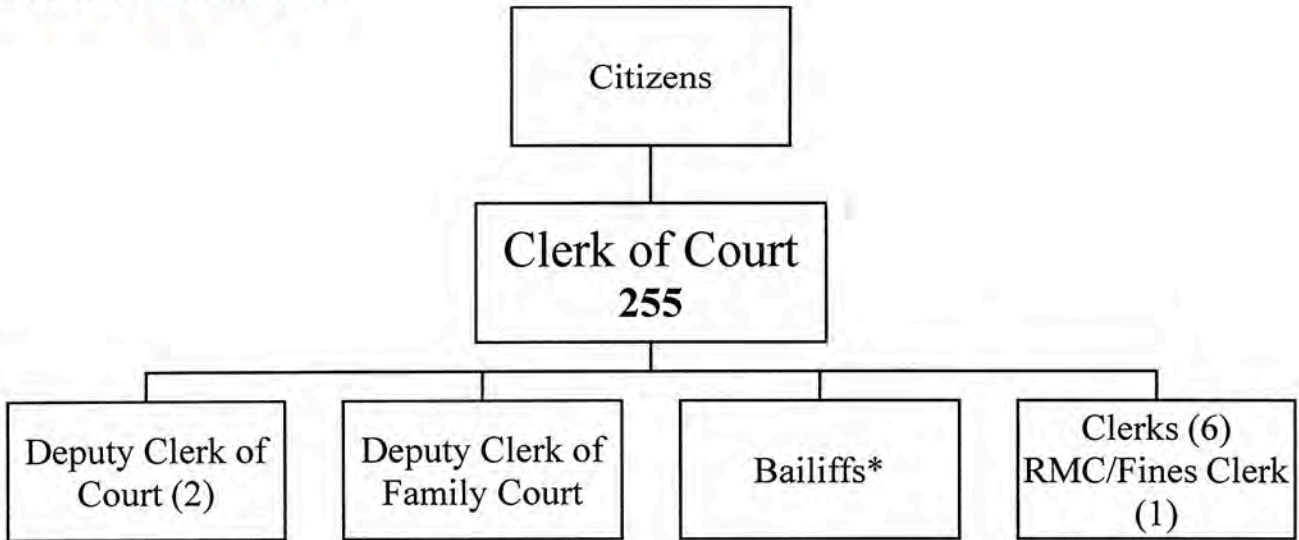


# 2021-2022 CLERK OF COURT ORGANIZATIONAL CHART

## Title Change: Bailiff to Court Security



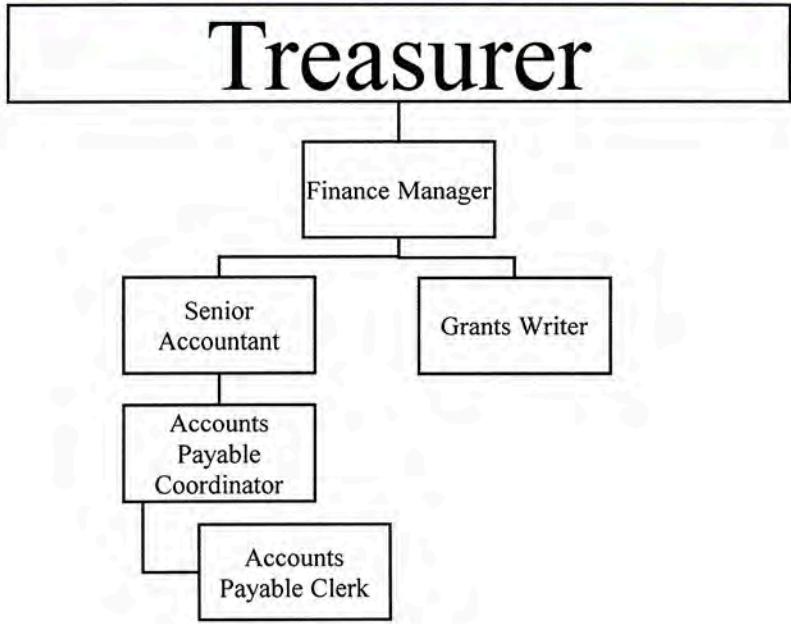
## 2020-2021 No Changes



\*Actual number of Bailiffs are reflected on the Sheriff's Office Org Chart

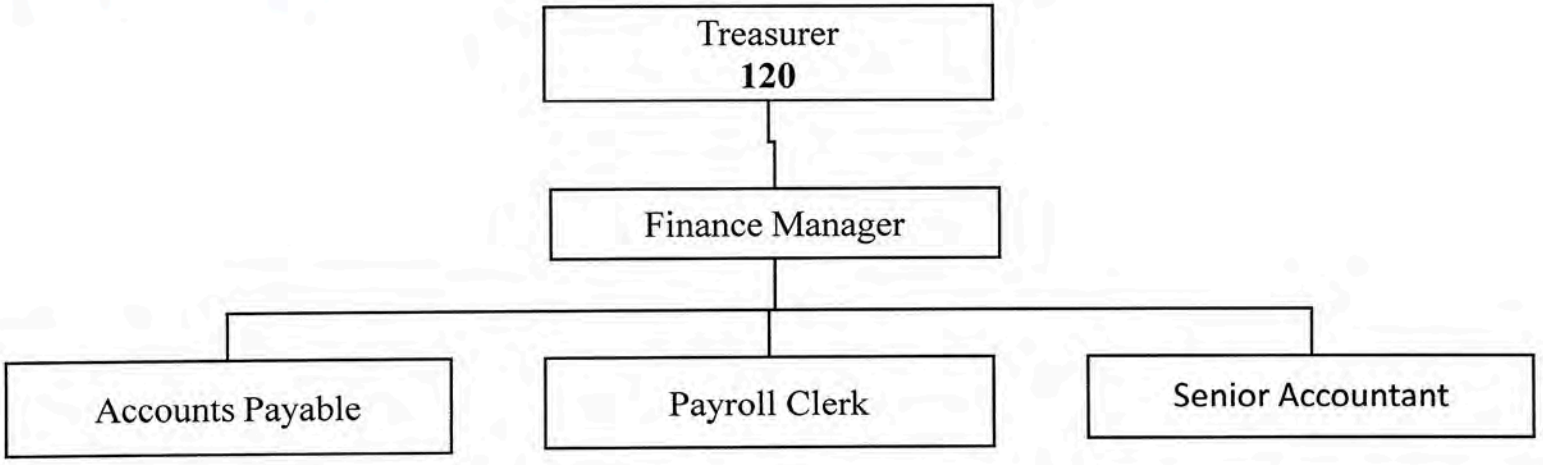
# 2021-2022 FINANCE DEPARTMENT ORGANIZATIONAL CHART

*Restructured Chart-Dissolved Payroll Clerk -Added AP Coordinator*



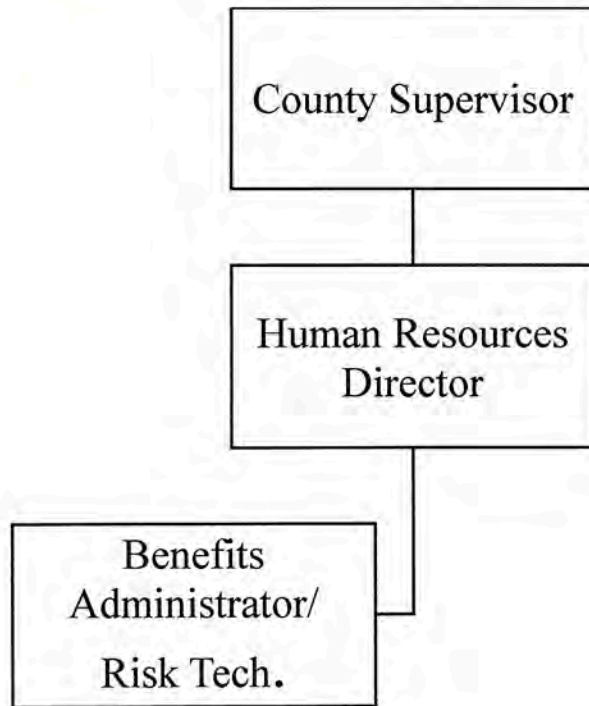
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## 2020-2021 No Changes



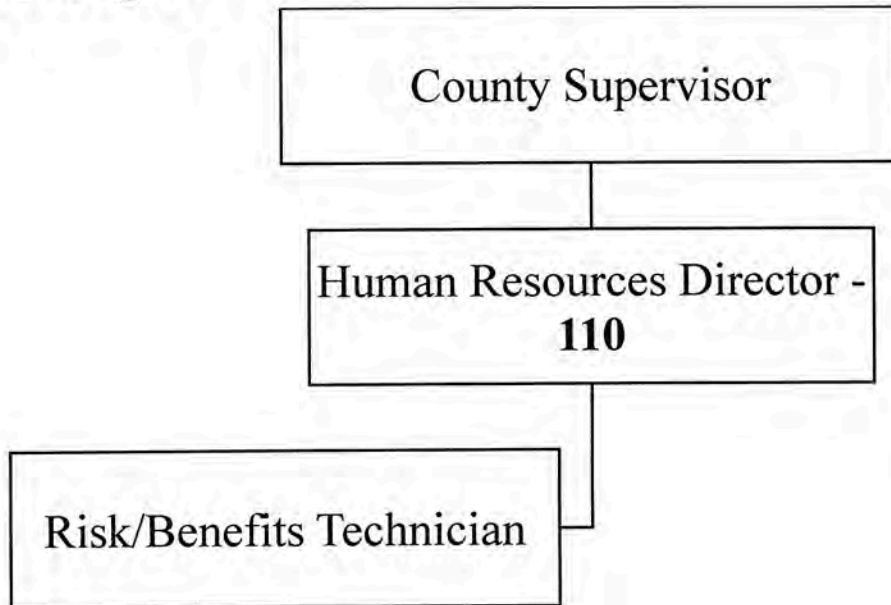
# 2021-2022 HUMAN RESOURCES-ORGANIZATIONAL CHART

Job Title Change- Benefits Admin



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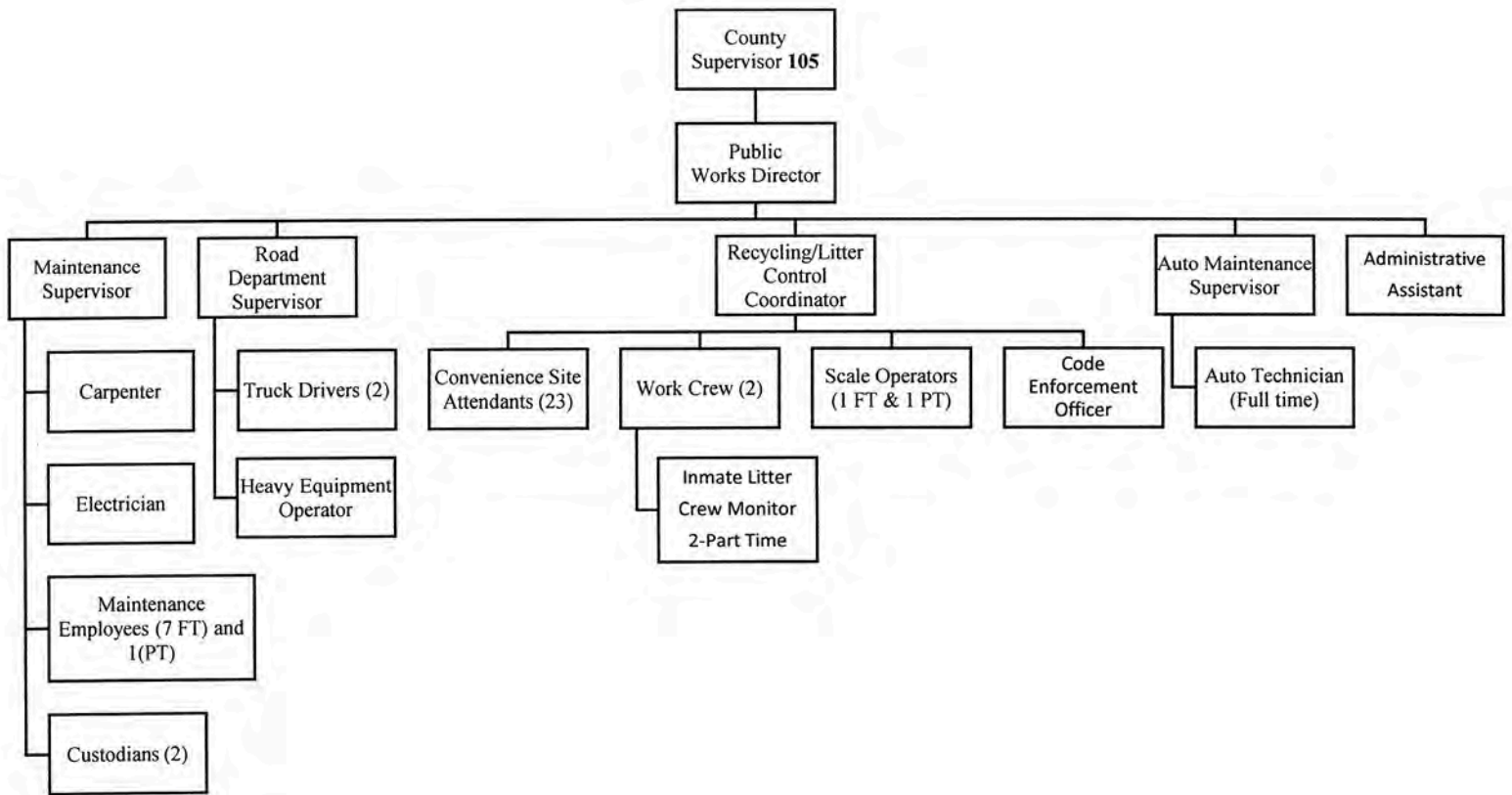
## 2020-2021 No Changes



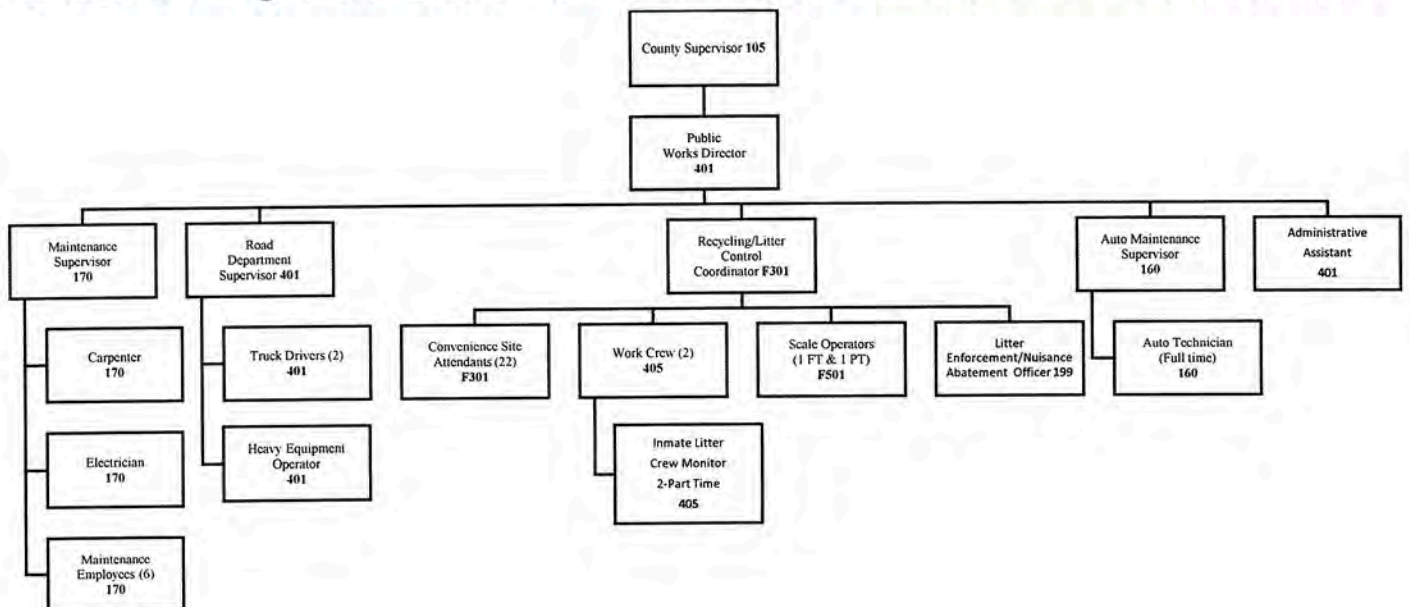
# 2021-2022 PUBLIC WORKS – ORGANIZATIONAL CHART

Added 4 new positions- 2 Maintenance Workers & 2 Custodians (Changed 1 FT position to 1 PT position).

Changed Job title from Litter Enforcement/Nuisance Abatement Officer to Code Enforcement Officer



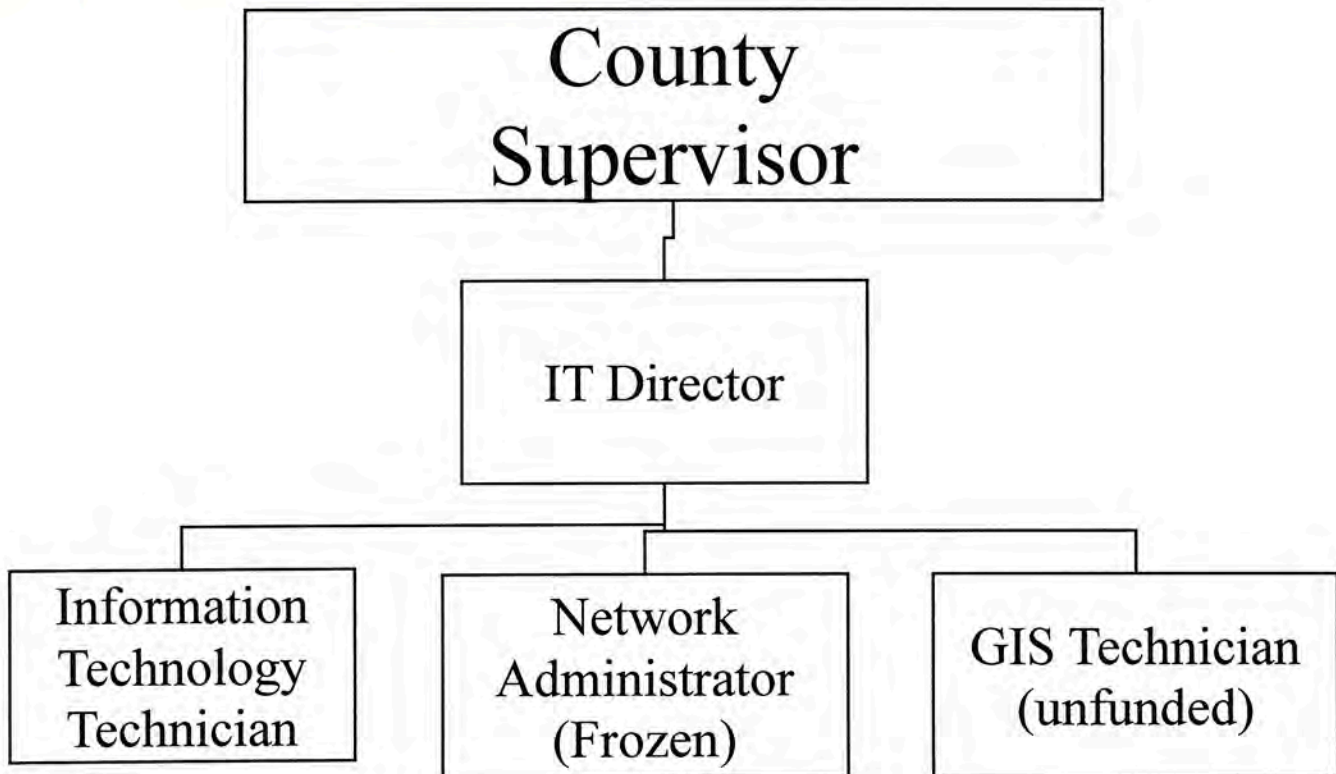
## 2020-2021 Changed Litter Enforcement to Litter Enforcement/Nuisance Abatement Officer





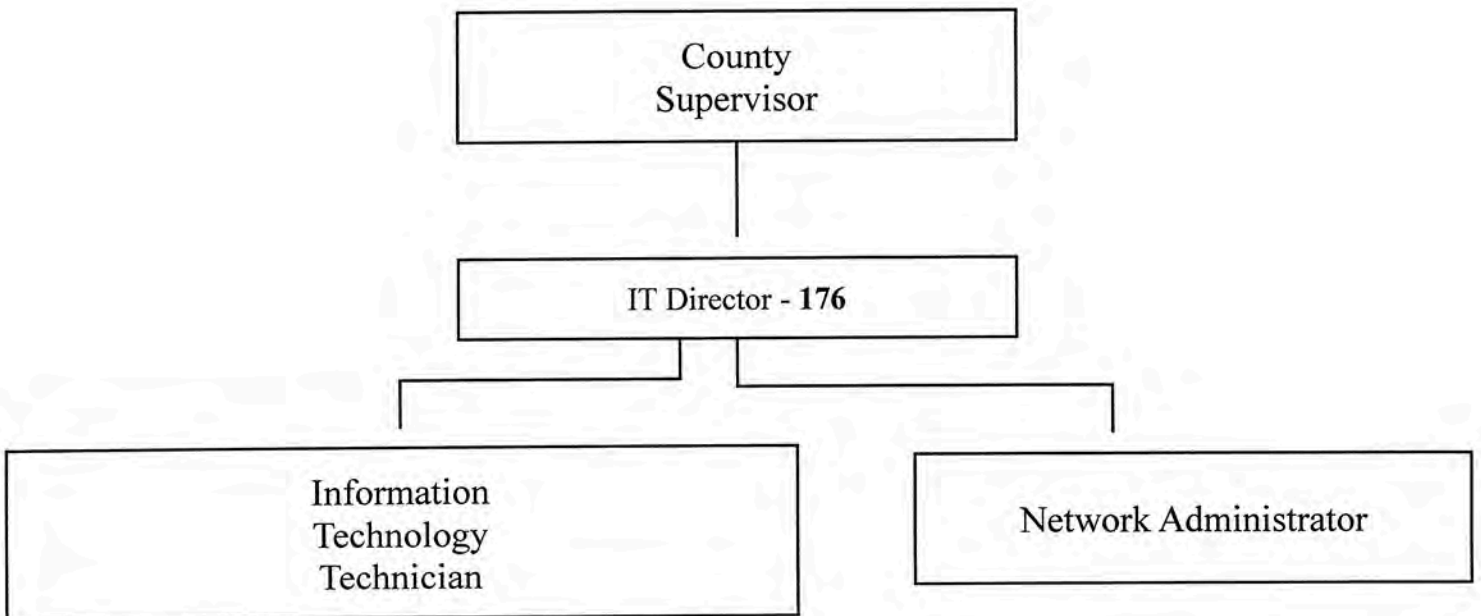
# 2021-2022 Information Technology Systems – Organizational Chart

Added GIS position for future need



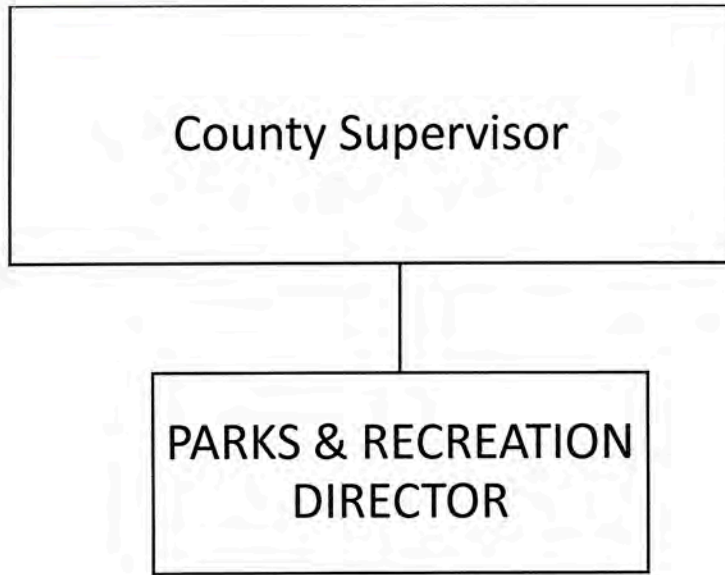
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## 2020-2021 No Changes



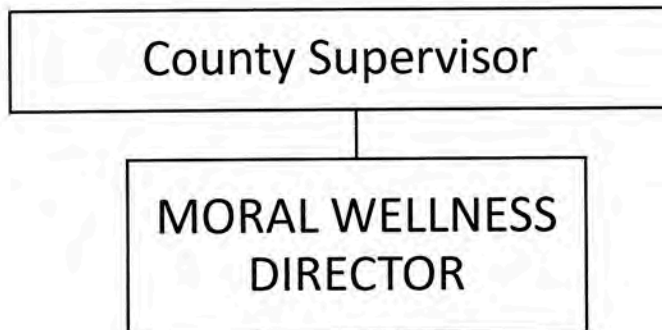
# 2021-2022 PARKS & RECREATION ORGANIZATIONAL CHART

Change Dept Title



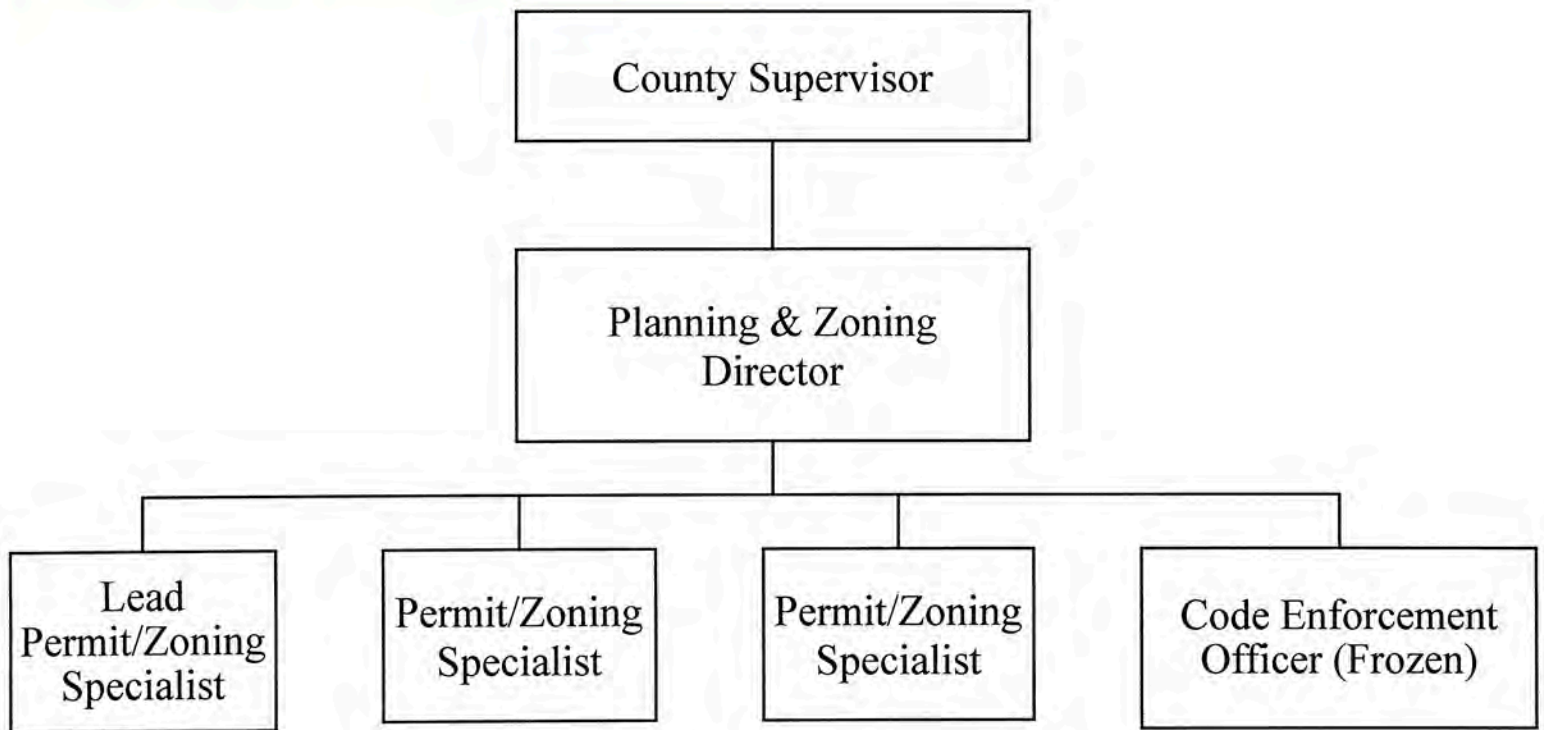
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2020-2021  
No Changes

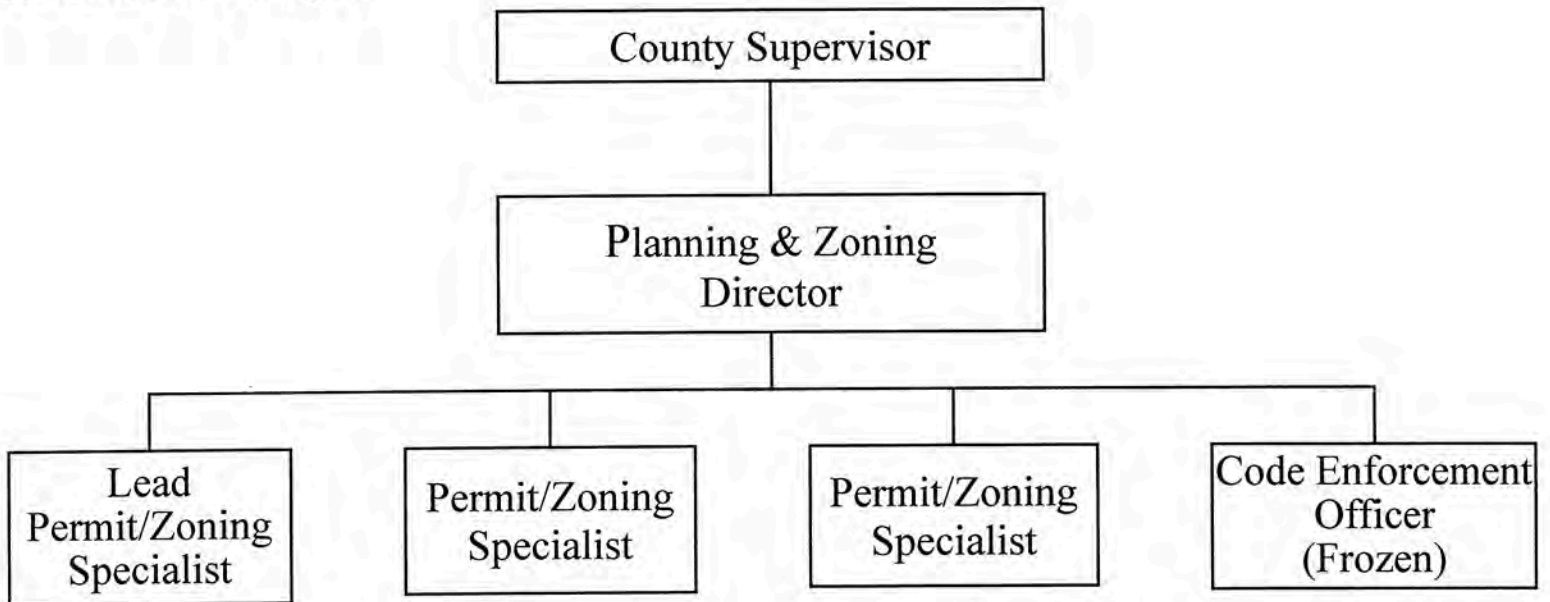


# 2021-2022 PLANNING & ZONING – ORGANIZATIONAL CHART

Code Enforcement Officer Remains Frozen



2020-2021 No Changes

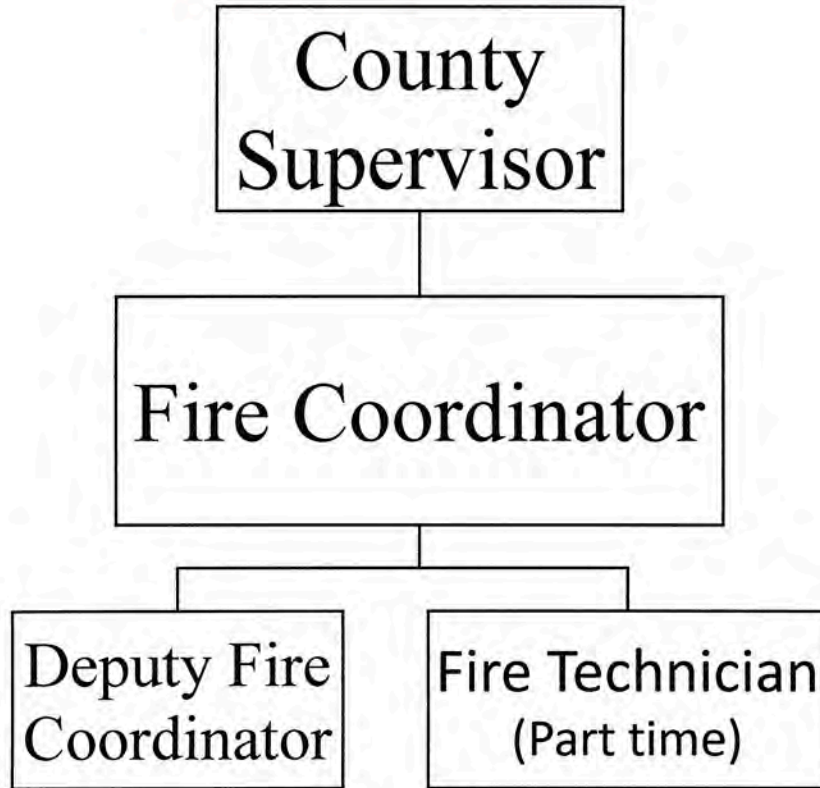






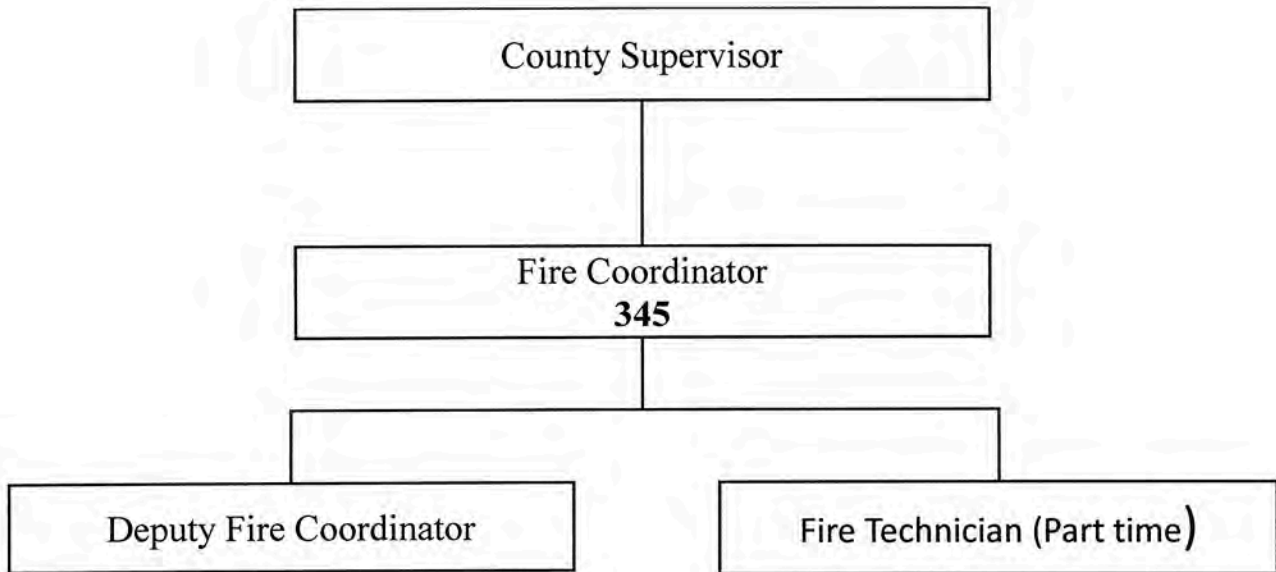
# 2021-2022 FIRE COORDINATOR ORGANIZATIONAL CHART

No Changes



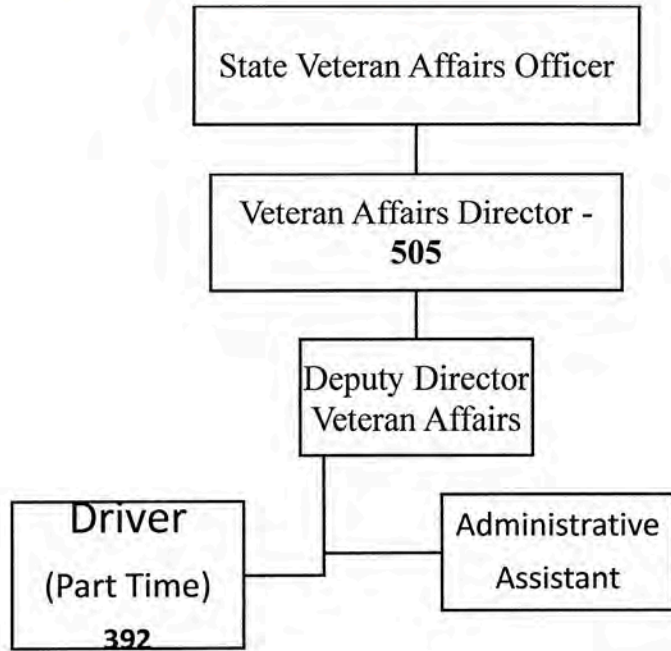
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2020-2021 No Changes



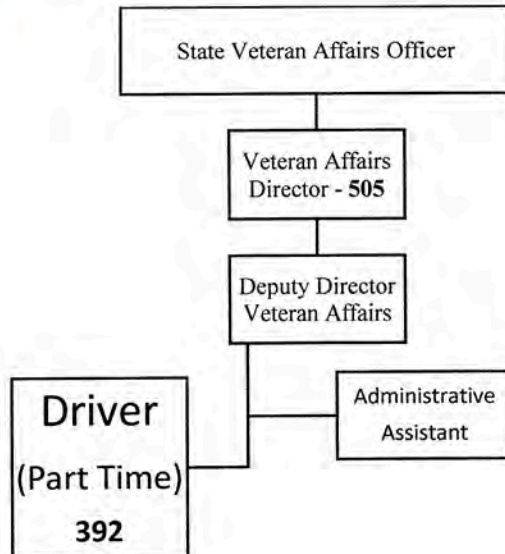
# 2021-2022 VETERAN AFFAIRS ORGANIZATIONAL CHART

No Changes



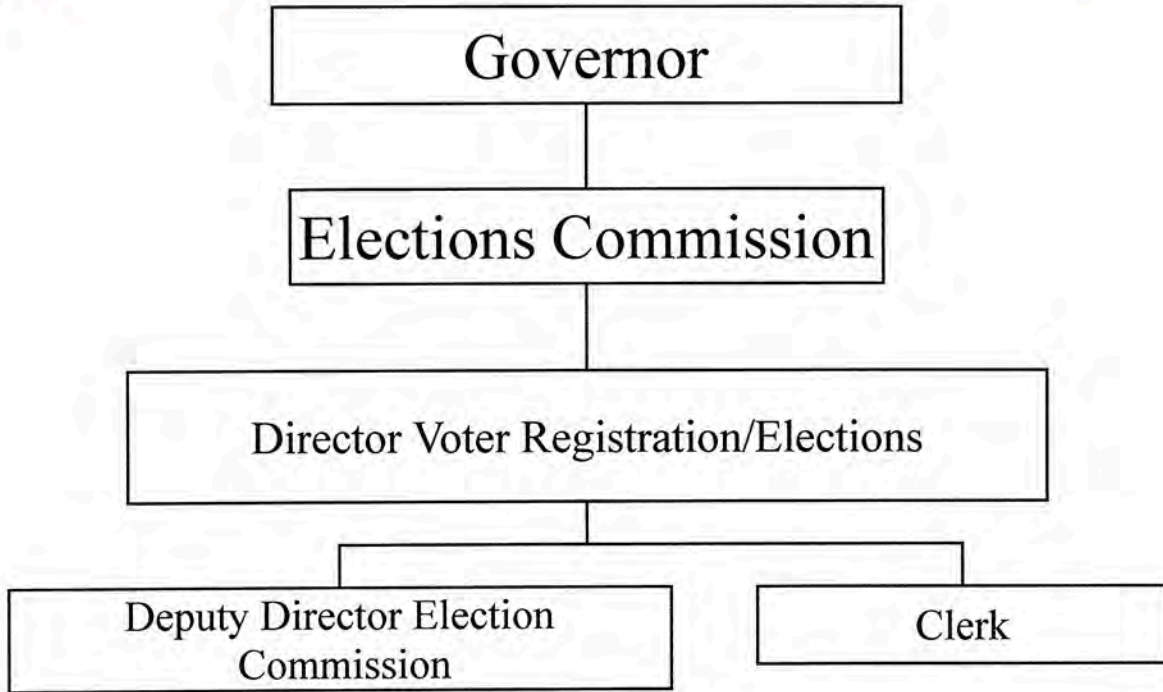
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2020-2021 No Changes



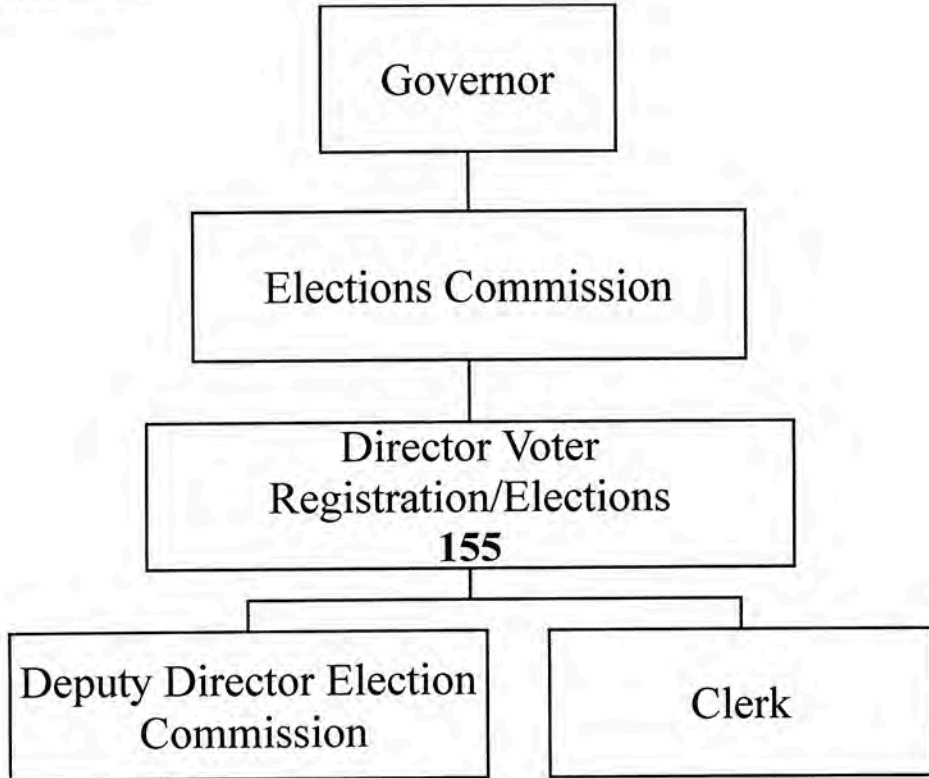
**2021-2022 VOTER REGISTRATION/ELECTION COMMISSION ORGANIZATIONAL CHART**

No Changes



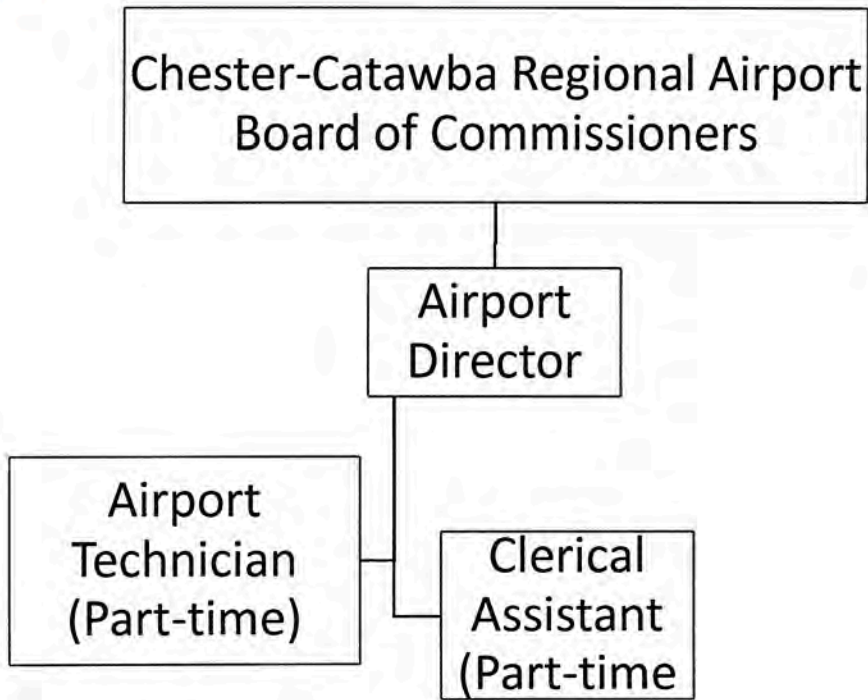
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**2020-2021 Removed PT Census Helper**



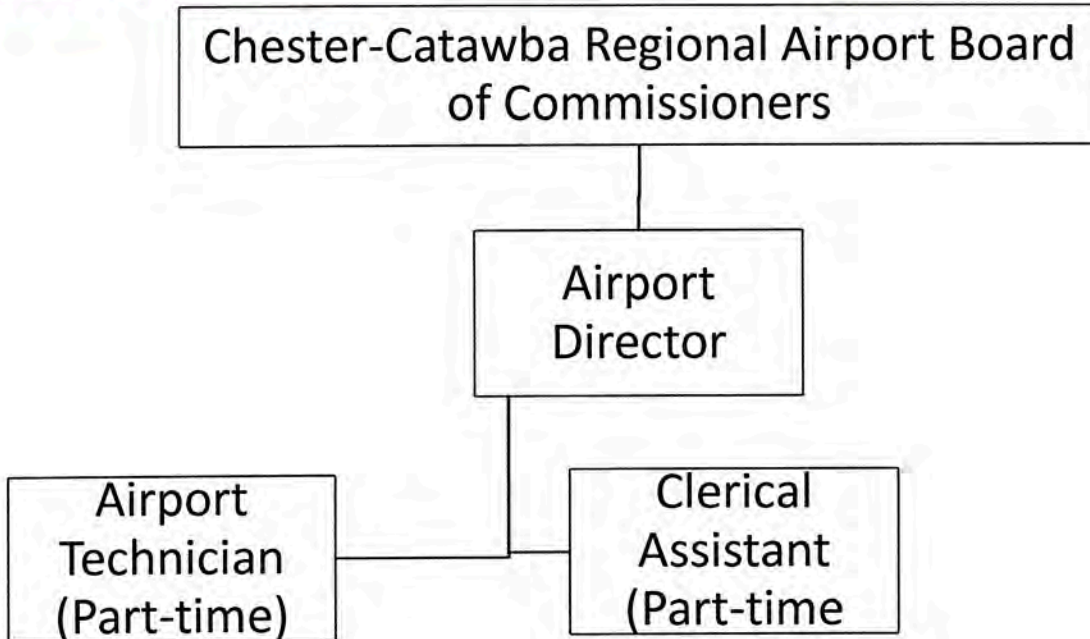
# 2021-2022 CHESTER COUNTY AIRPORT ORGANIZATIONAL CHART

No Changes



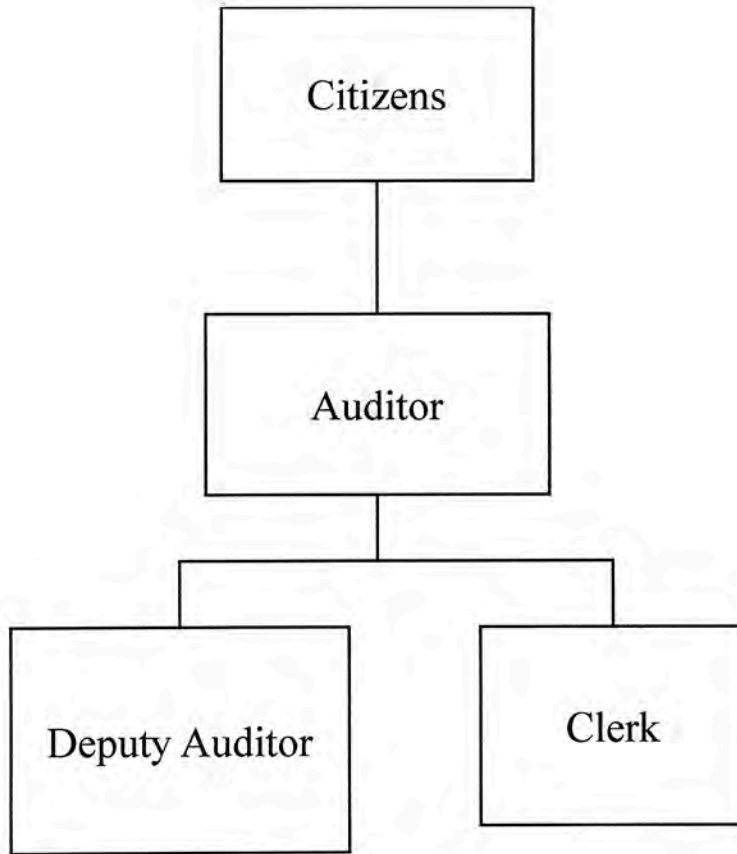
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2020-2021 No Changes



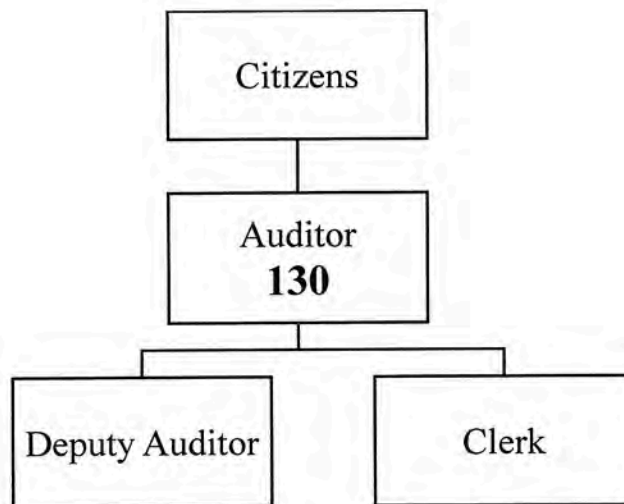
# 2021-2022 AUDITORS ORGANIZATIONAL CHART

No Changes



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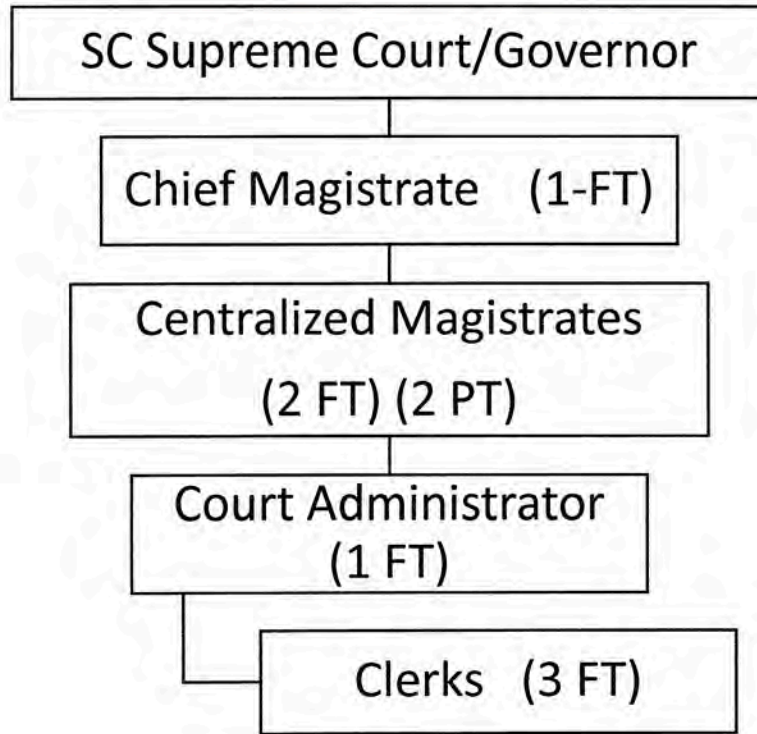
2020-2021 No Changes





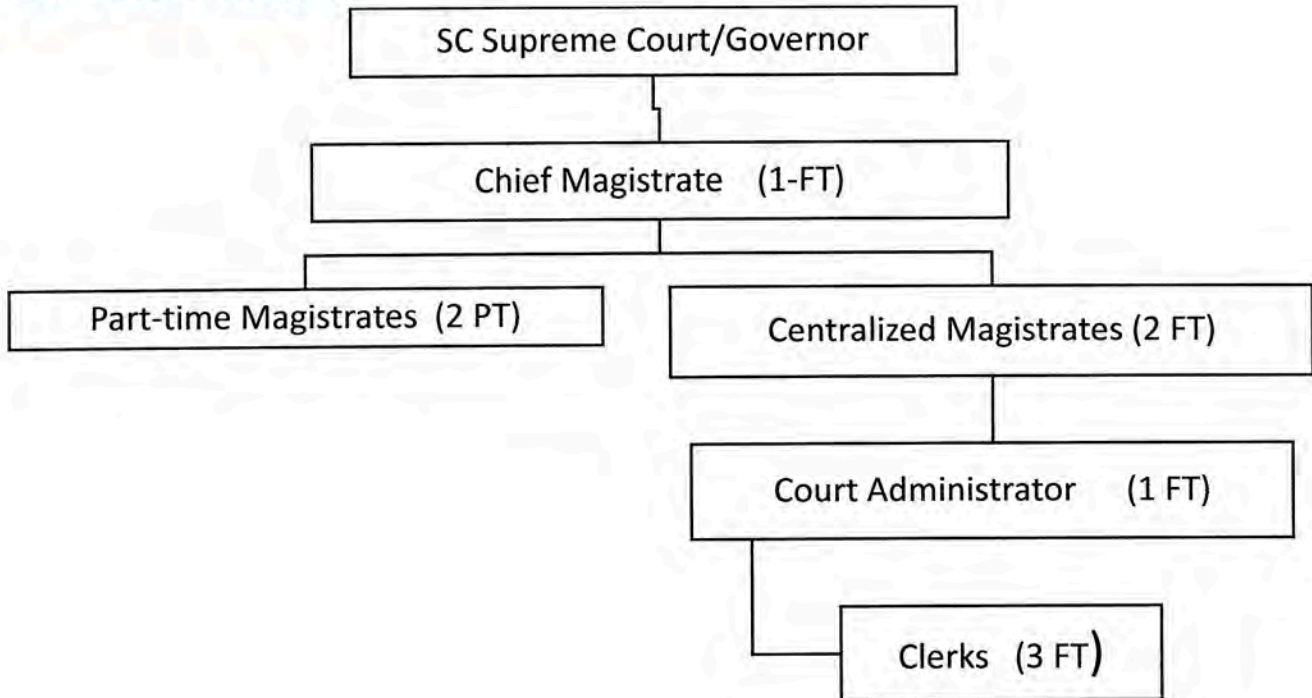
# 2021-2022 MAGISTRATES ORGANIZATIONAL CHART

No Changes



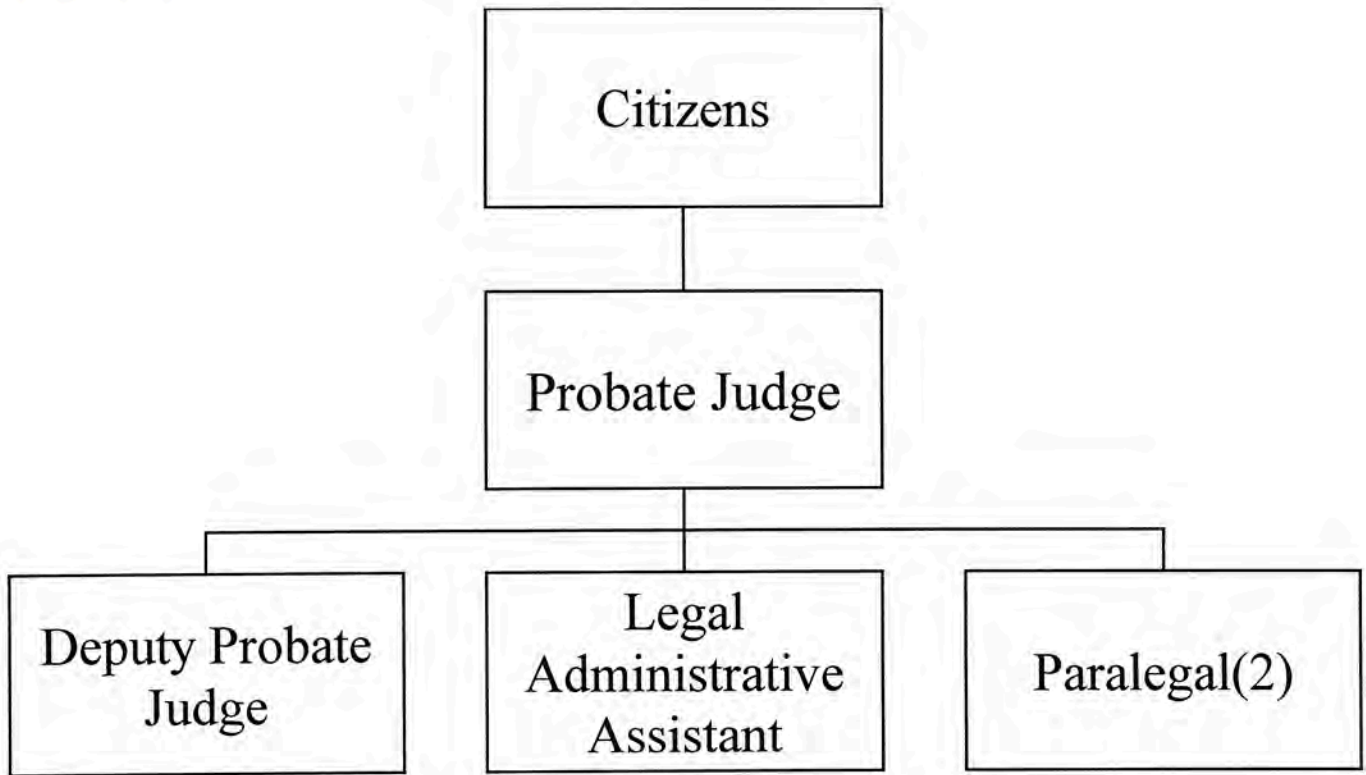
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2020-2021 No Changes



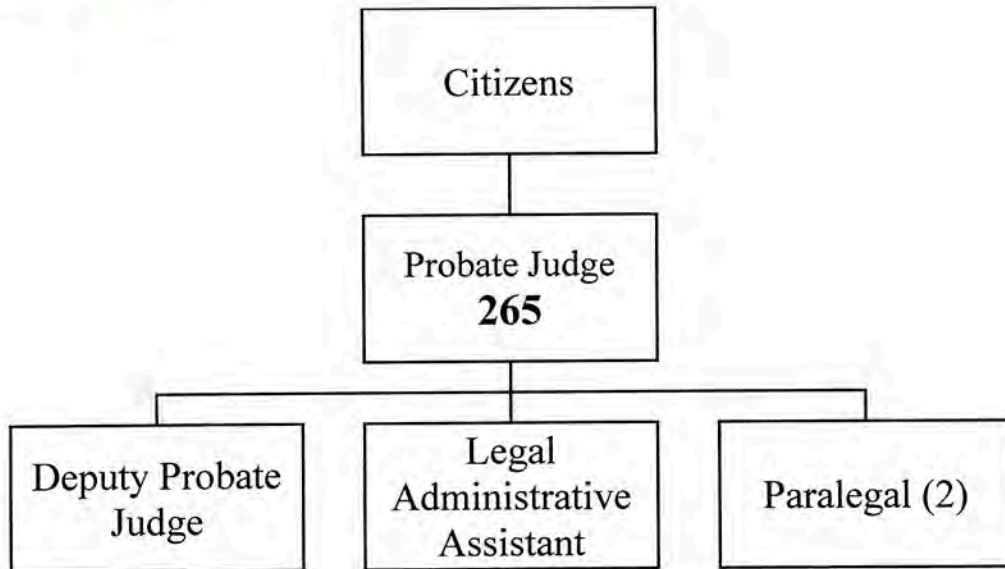
2021-2022 Probate Court Organizational Chart

No Changes



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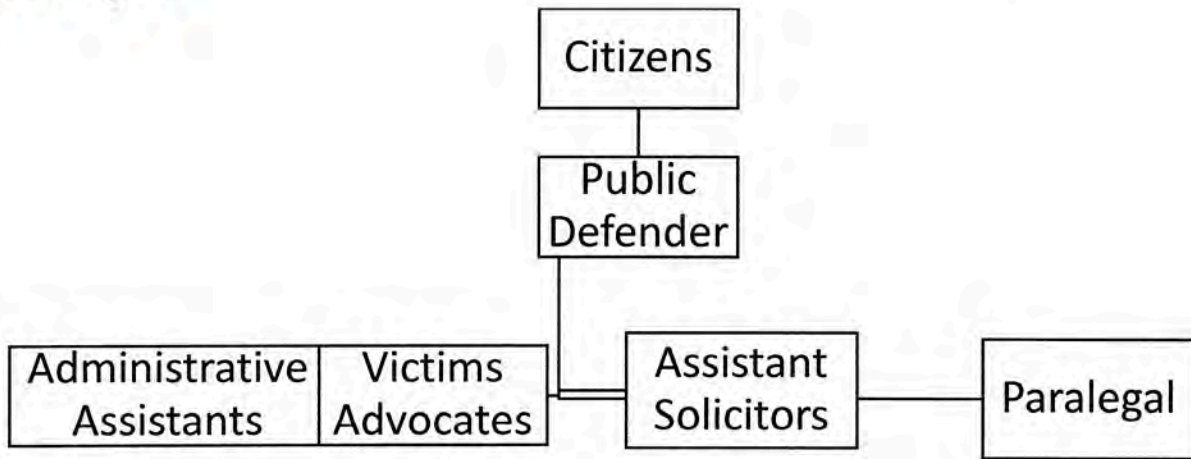
2020-2021 No Changes





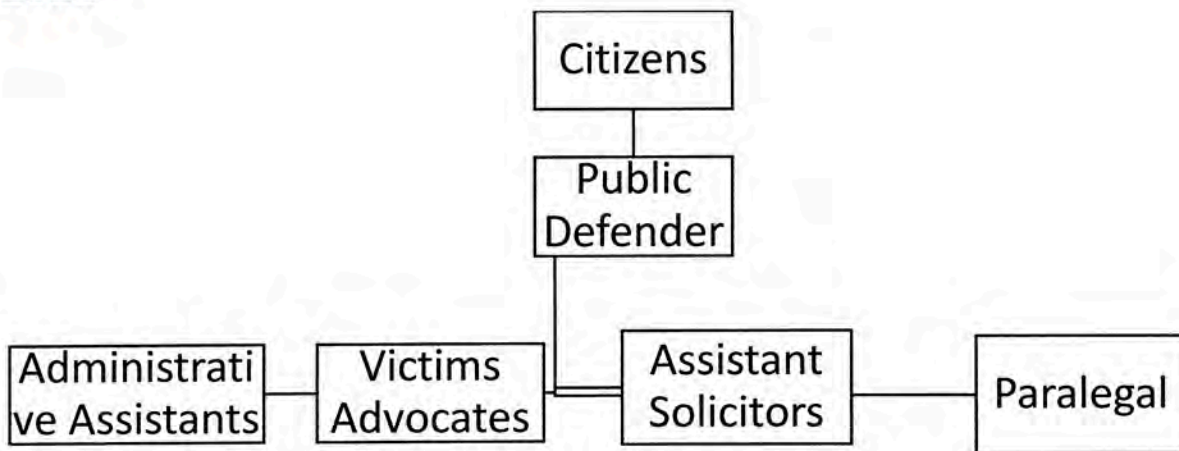
# 2021-2022 PUBLIC DEFENDER ORGANIZATIONAL CHART

No changes



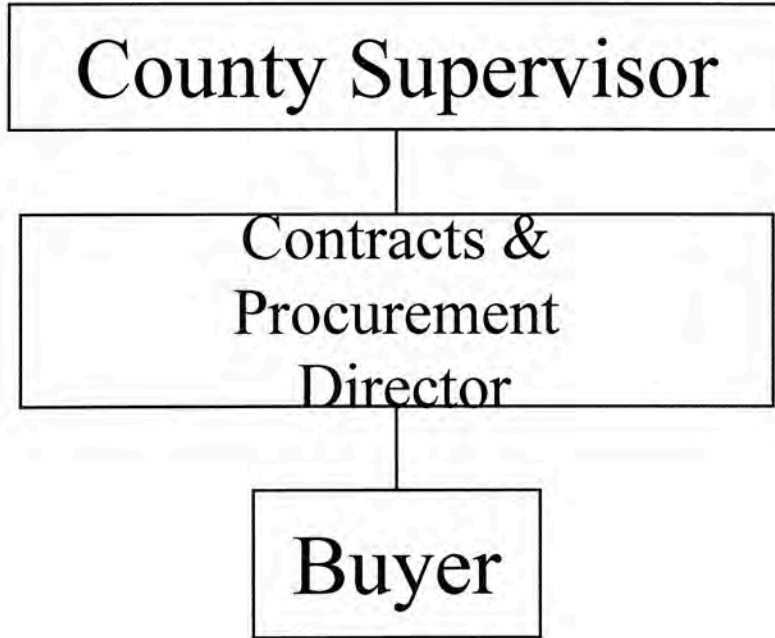
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2020-2021



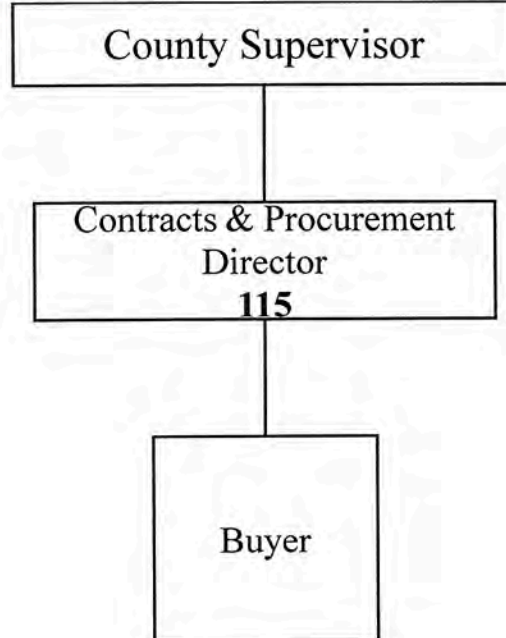
# 2021-2022 CONTRACTS & PROCUREMENT – ORGANIZATIONAL CHART

No Changes



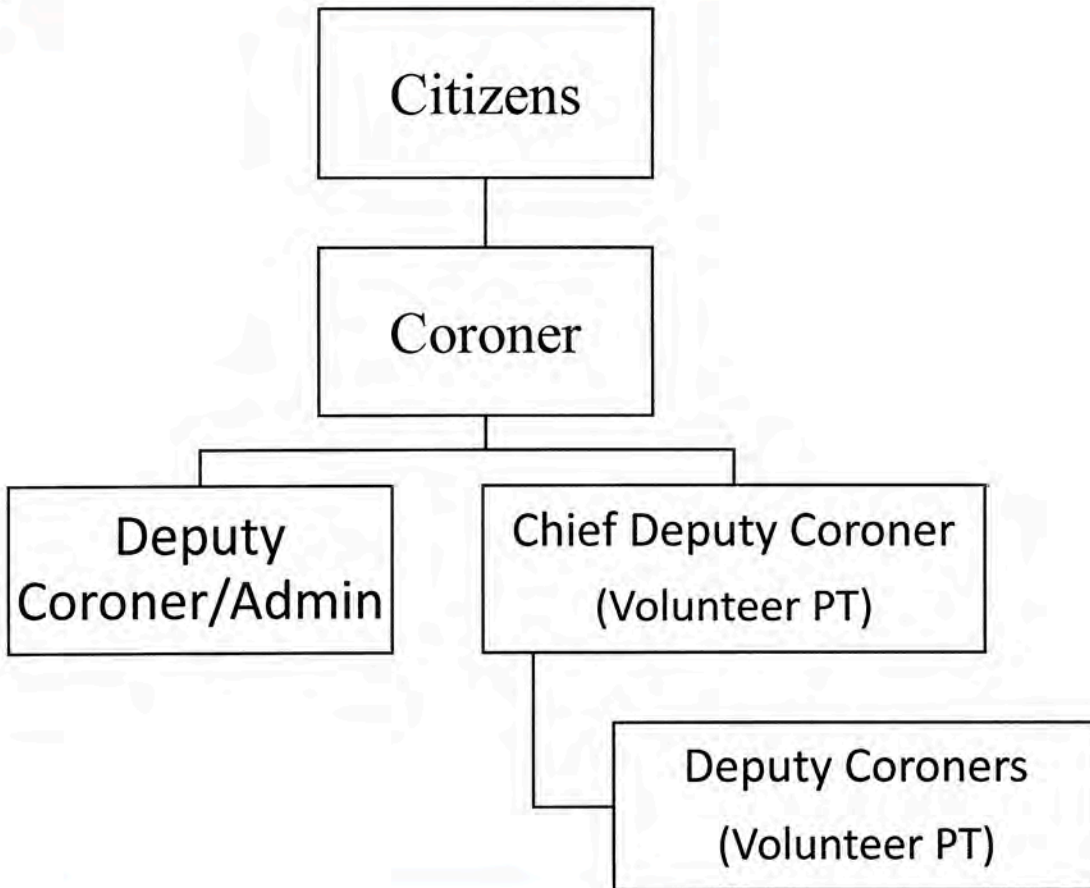
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2020-2021 No changes



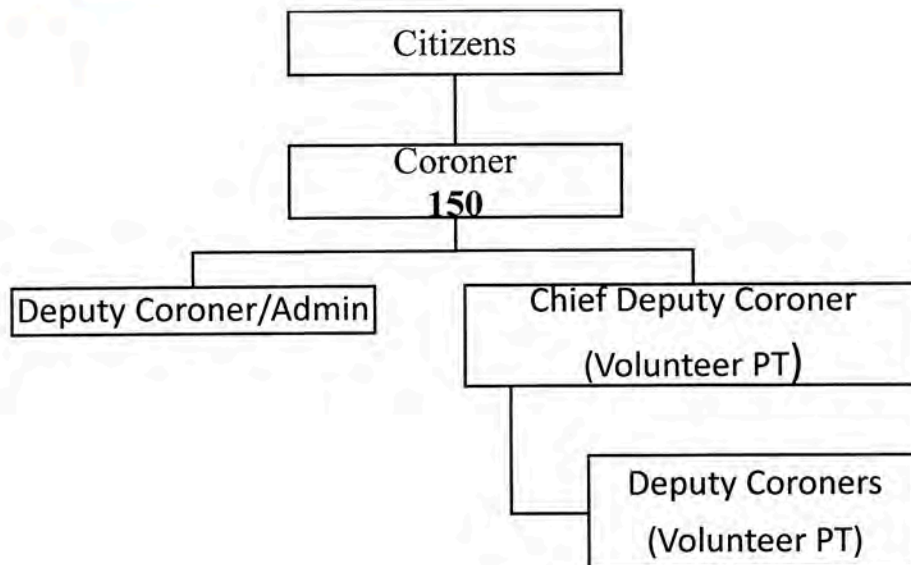
# 2021-2022 CORONER ORGANIZATIONAL CHART

No Changes



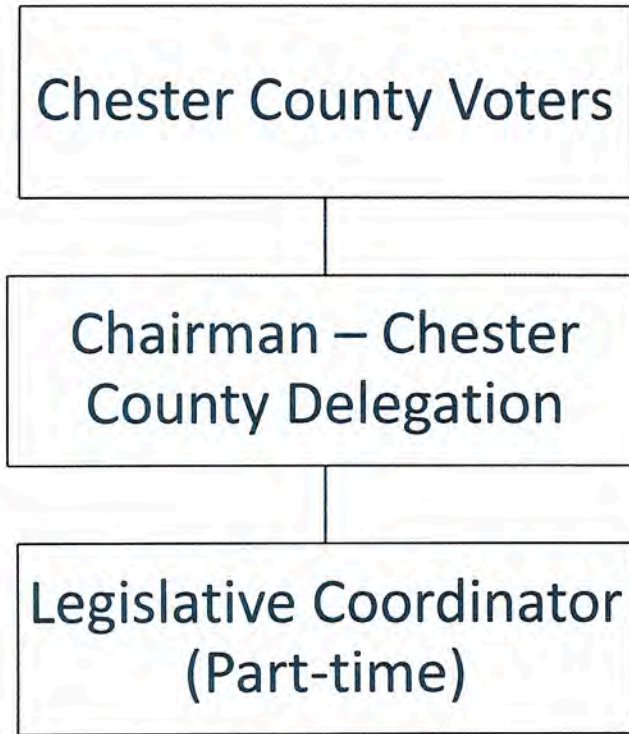
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2020-2021 No Changes

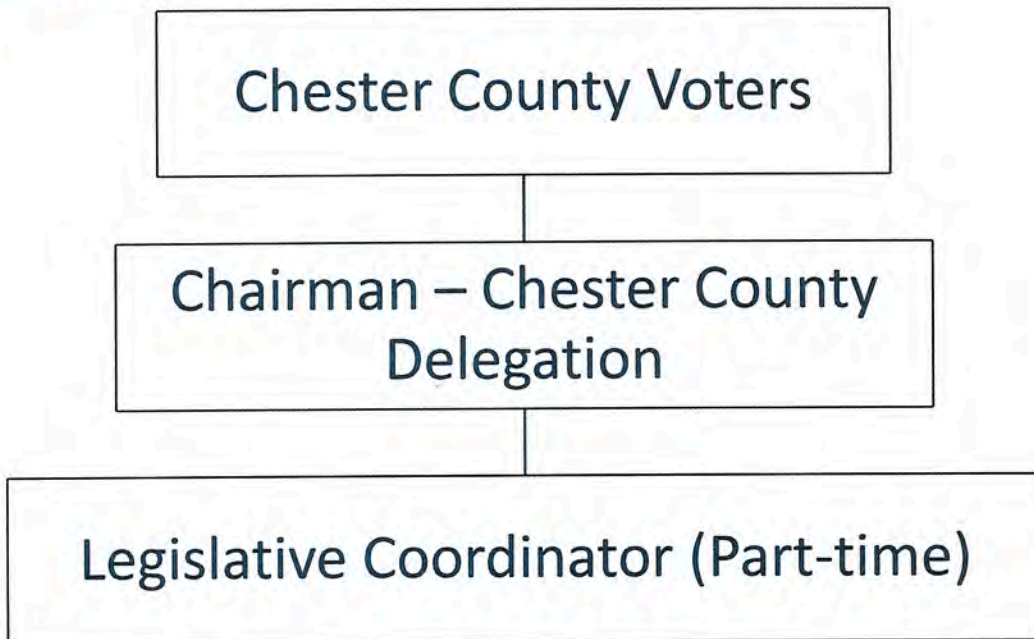


# 2021-2022 CHESTER COUNTY DELEGATION ORGANIZATIONAL CHART

No Changes

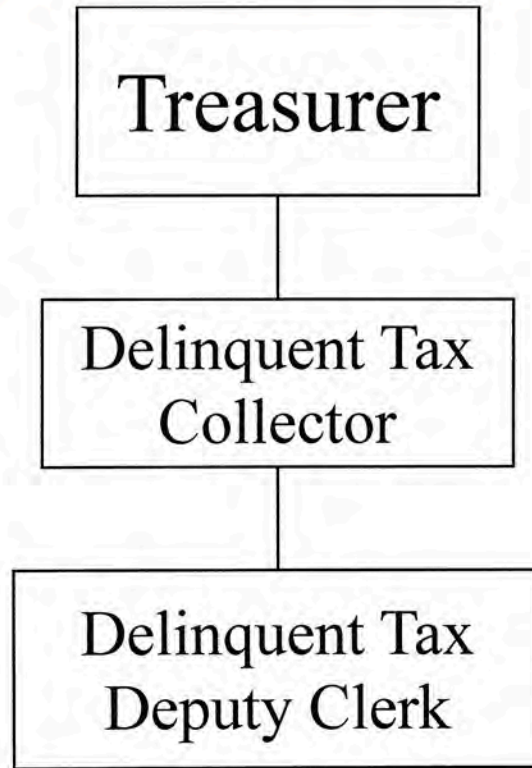


2020-2021 No Changes



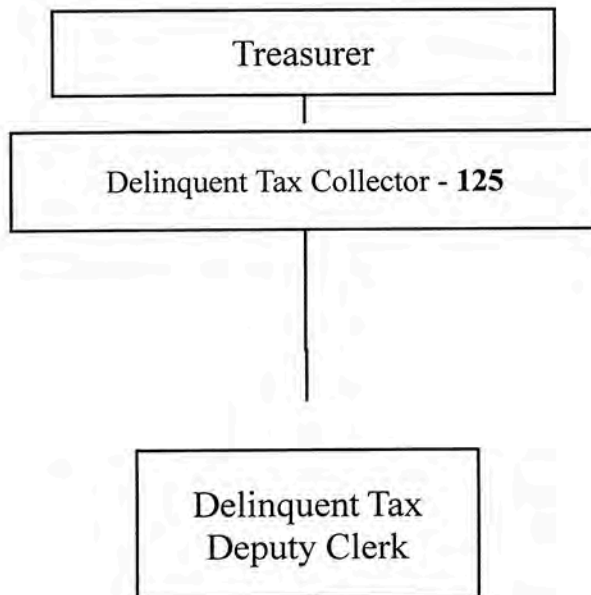
## 2021-2022 DELINQUENT TAX COLLECTOR – ORGANIZATIONAL CHART

No Changes



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2020-2021 No Changes





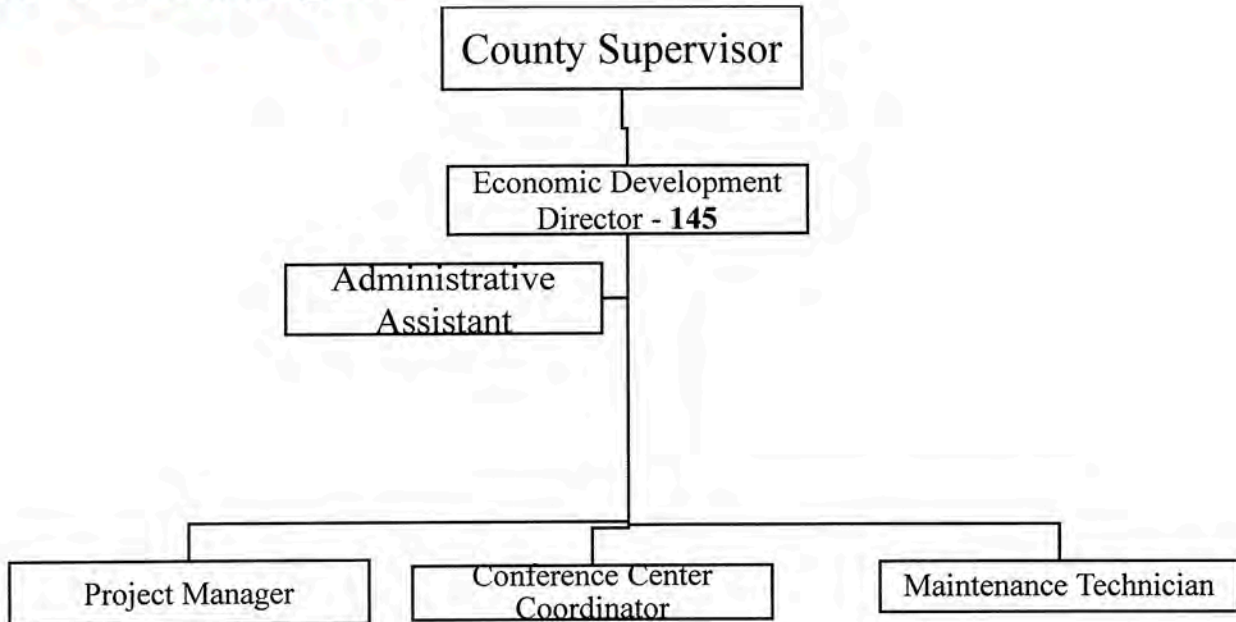
# 2021-2022 ECONOMIC DEVELOPMENT – ORGANIZATIONAL CHART

No Changes



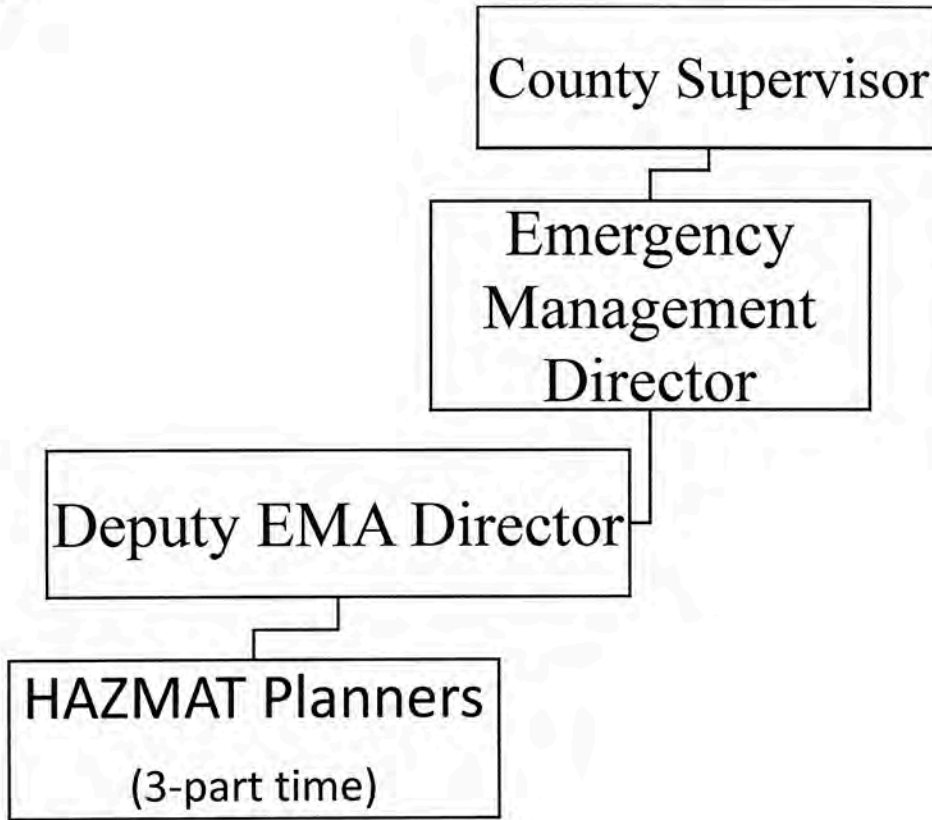
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2020-2021 No changes



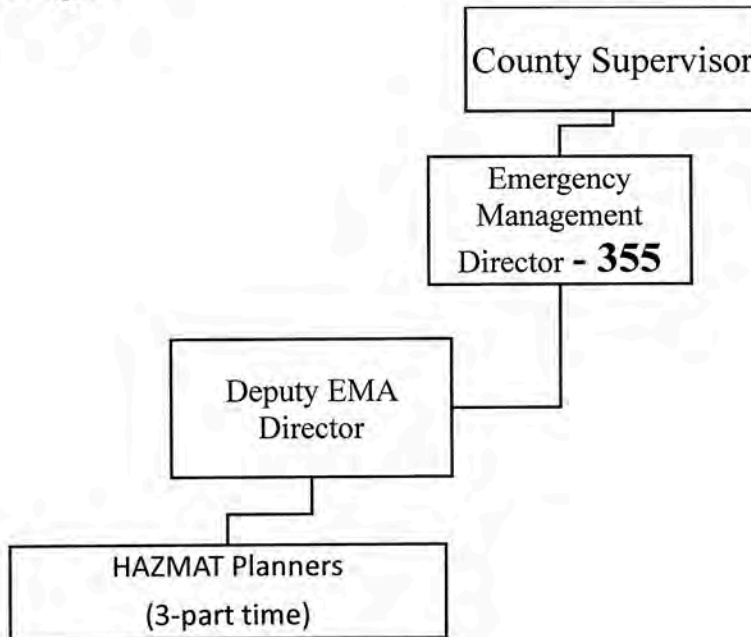
# 2021-2022 EMERGENCY MANAGEMENT – ORGANIZATIONAL CHART

No Changes



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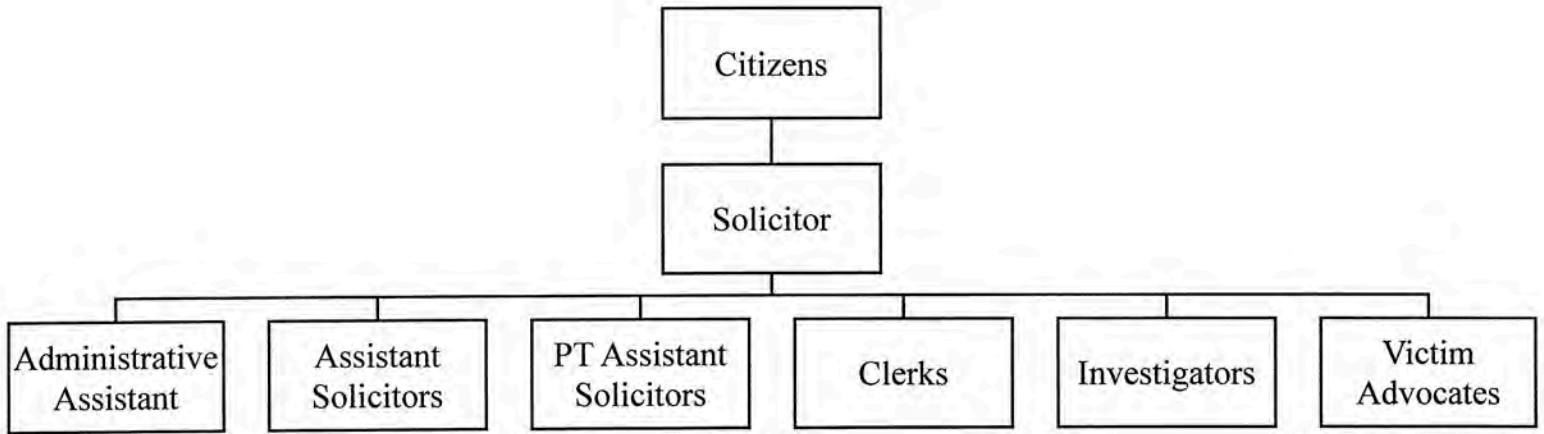
2020-2021 No Changes





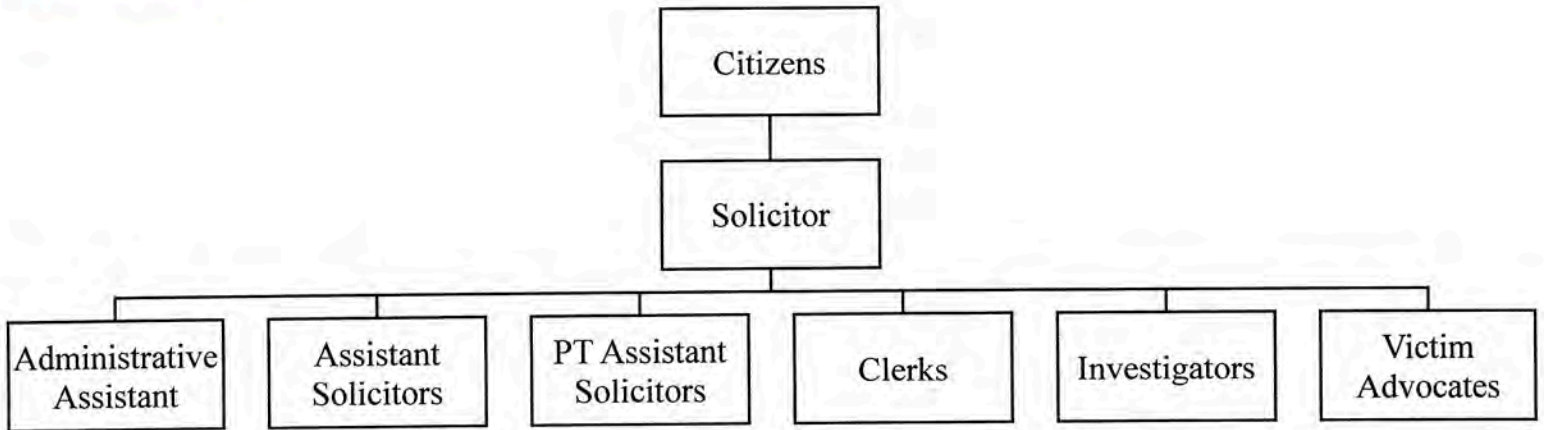
# 2021-2022 SOLICITOR ORGANIZATIONAL CHART

No Changes



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2020-2021



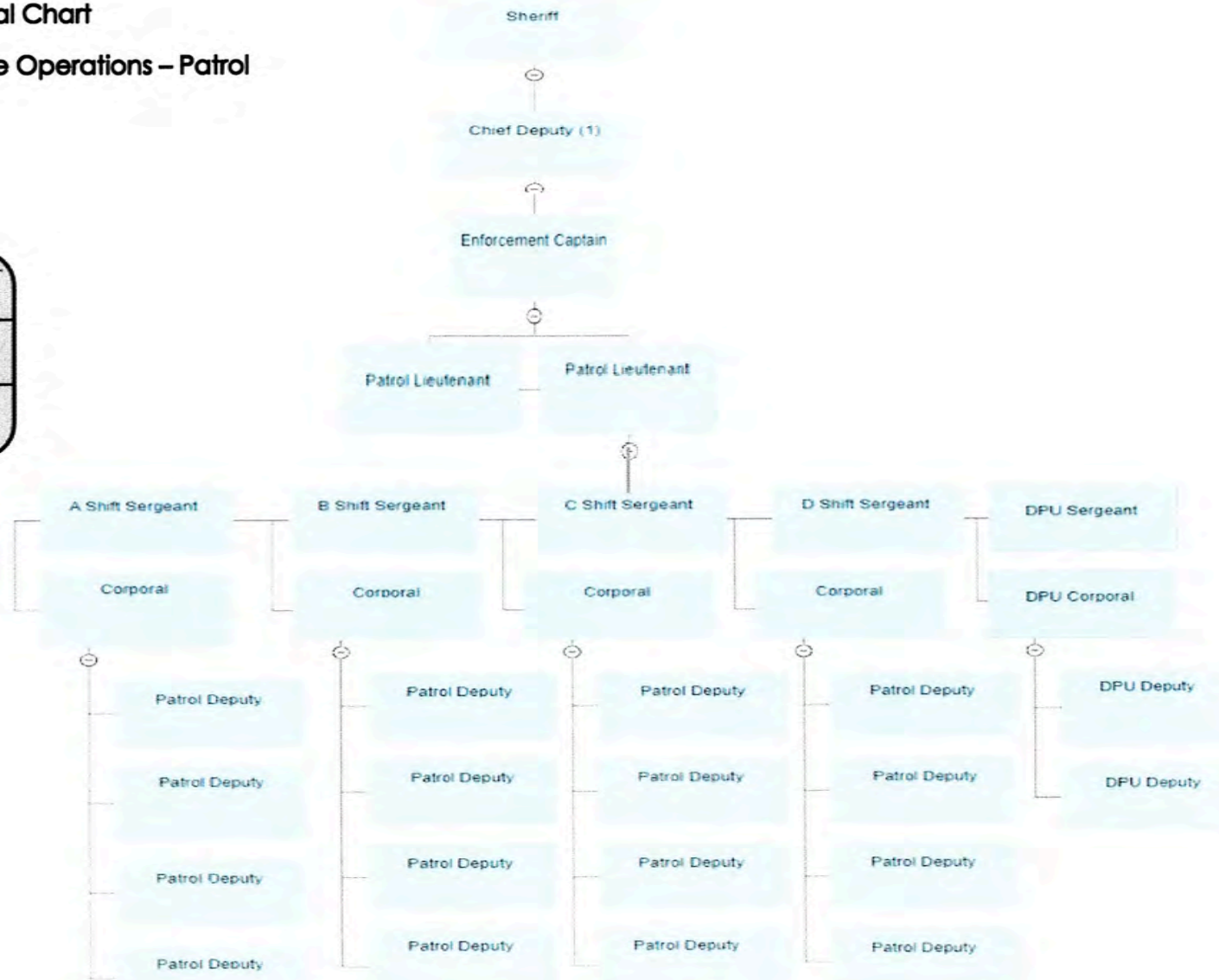


**Chester County Sheriff's Office**  
**Organizational Chart**  
**Sheriff's Office Operations – Patrol**

**Resolution Adoption Date:**

**Elected Official or Department Head Signature:**

**Chester County Council Chairman & Supervisor:**



Effective: July 1-2021



**Chester County Sheriff's Office**  
**Organizational Chart**  
**Sheriff's Office Operations – Narcotics**

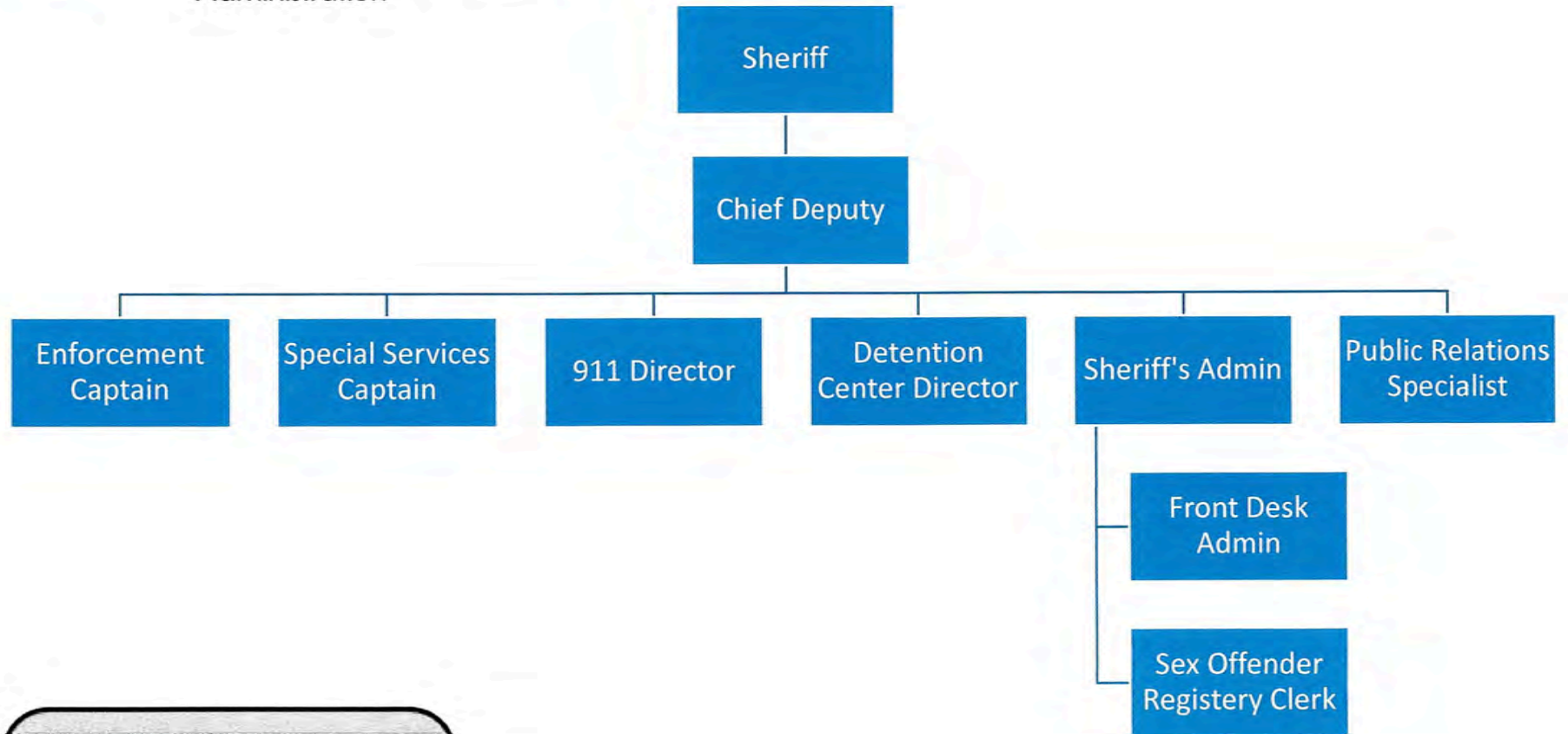


<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

Effective: July 1-2021



**Chester County Sheriff's Office**  
**Organizational Chart**  
**Sheriff's Office Operations –**  
**Administration**



<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

Effective July 1-2021

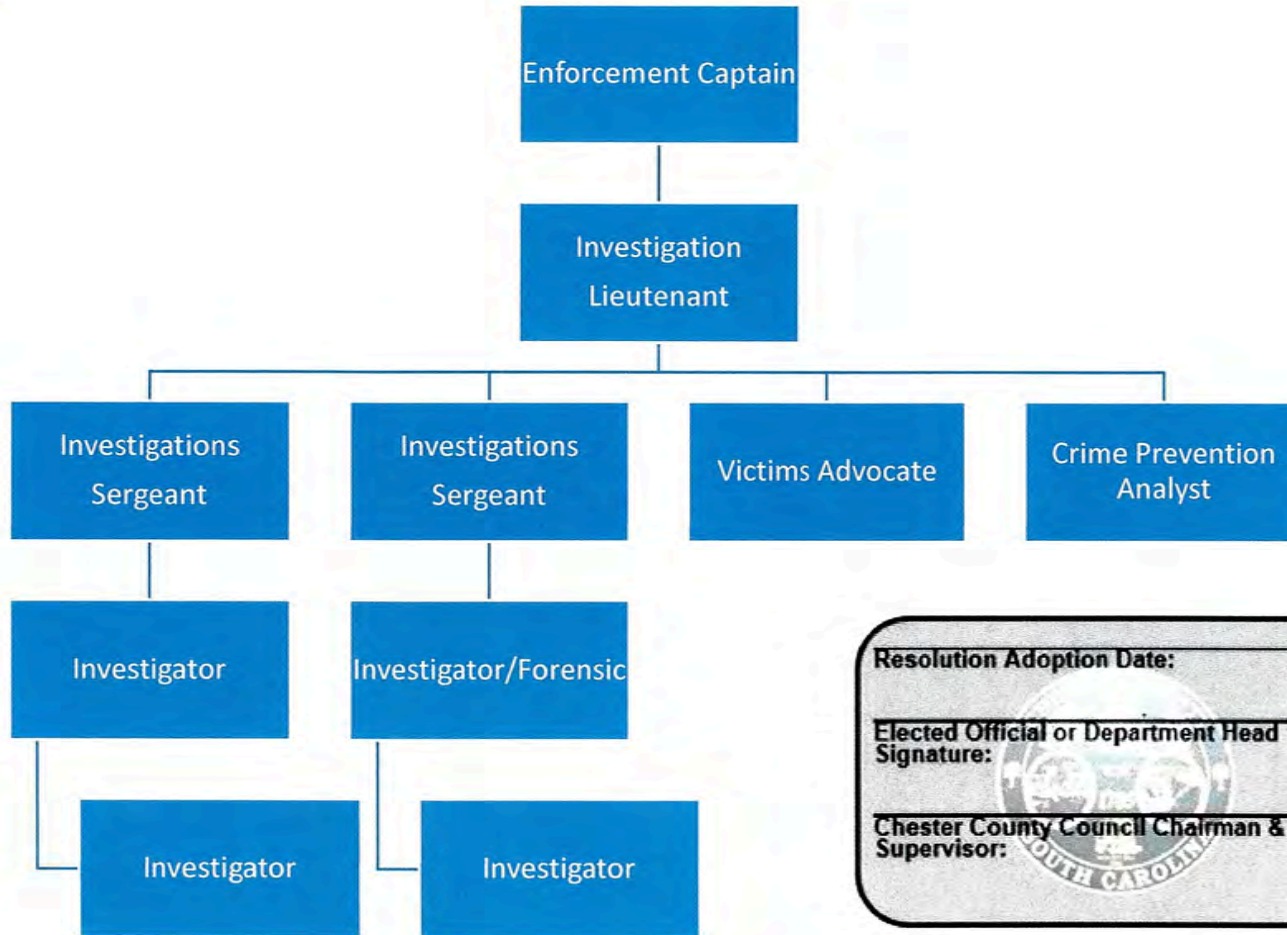




# Chester County Sheriff's Office

## Organizational Chart

### Sheriff's Office Operations – Investigations



<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

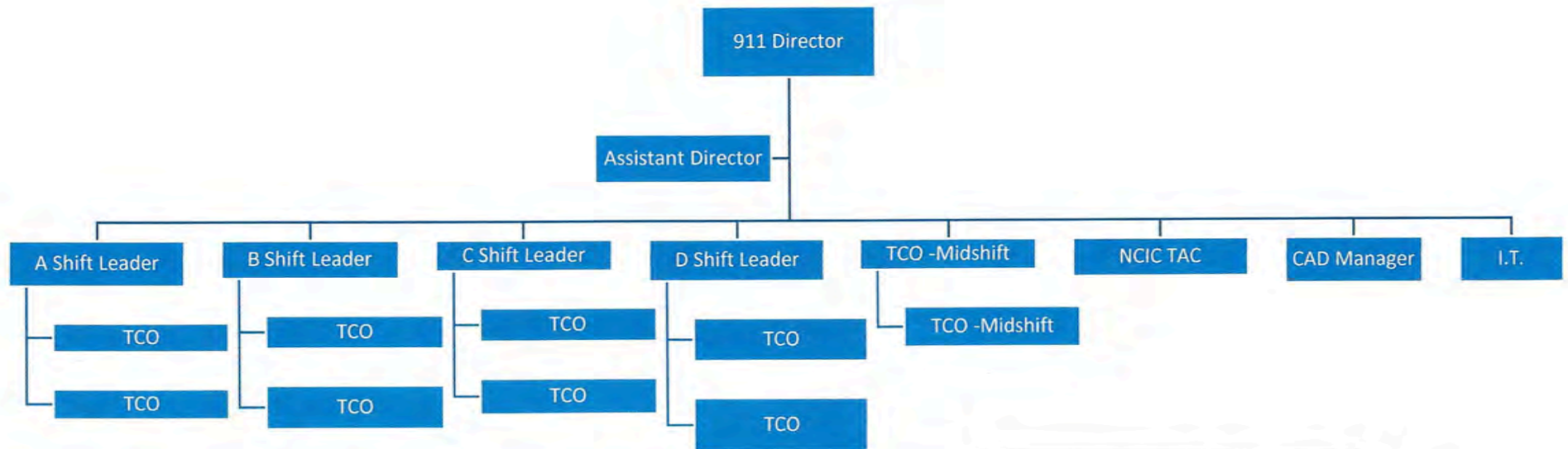
Effective: July 1, 2021



# Chester County Sheriff's Office

## Organizational Chart

### 911 Operations



<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

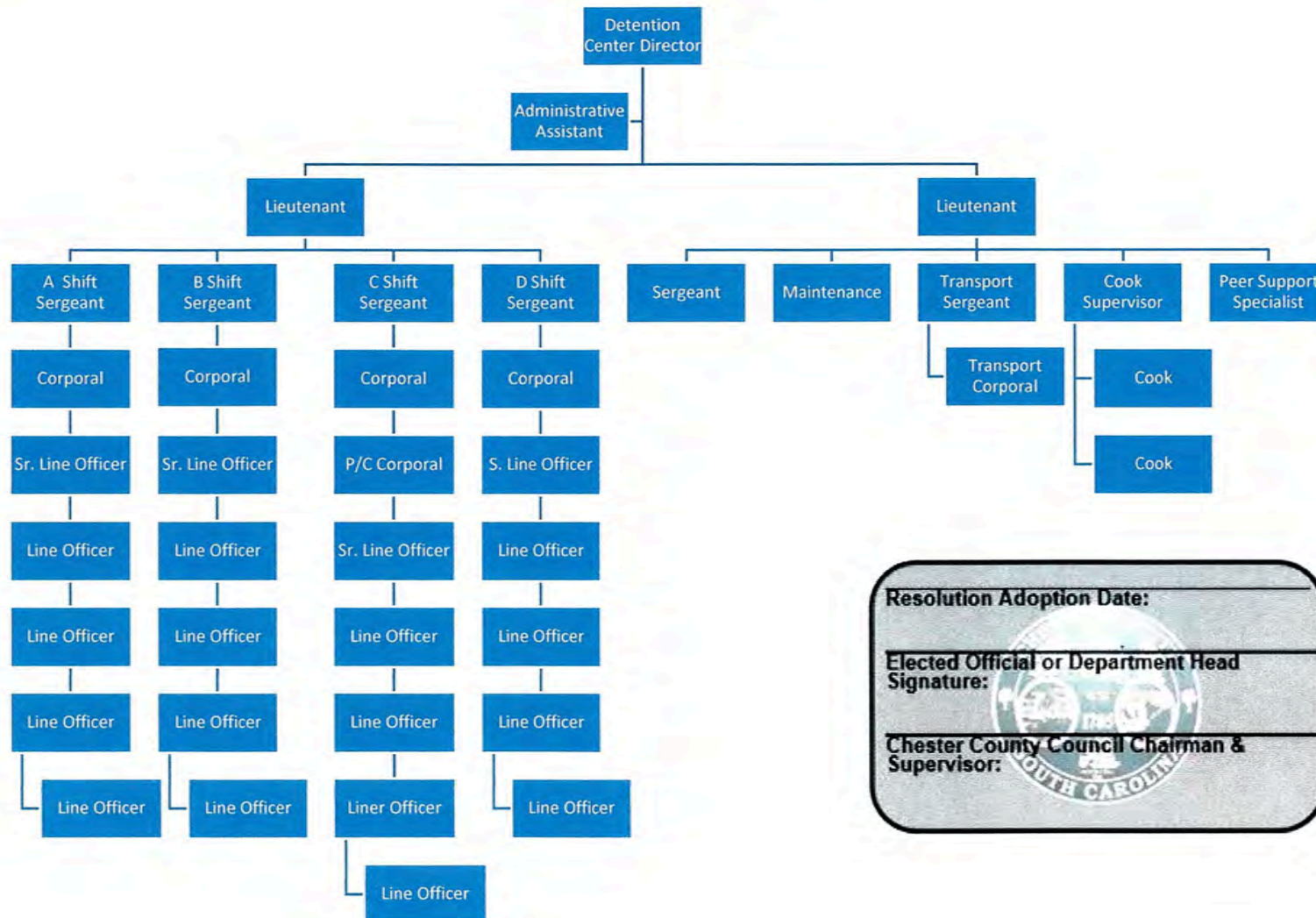
Effective: July 1, 2021



# Chester County Sheriff's Office

## Organizational Chart

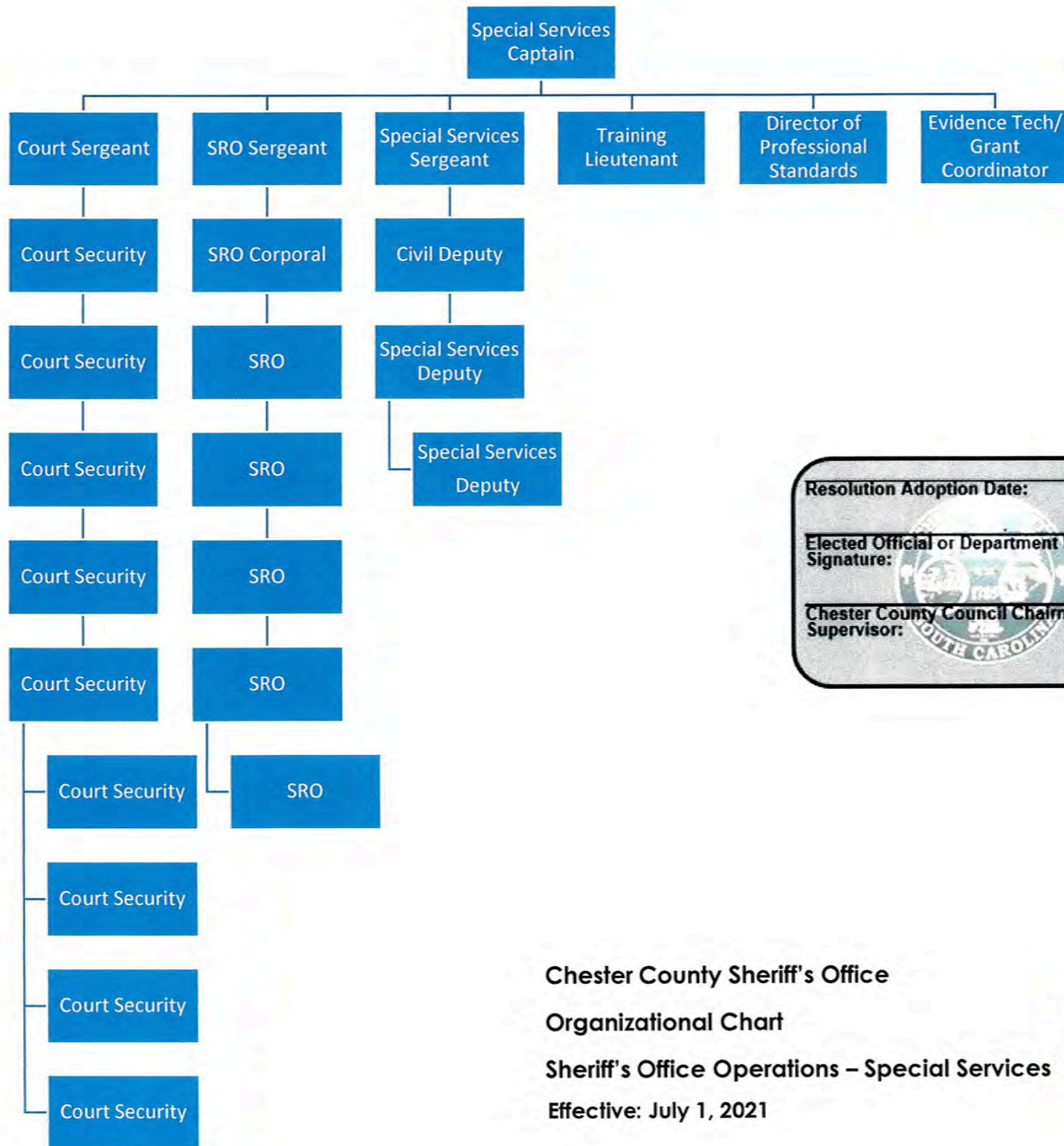
### Detention Operations



<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

Effective: July 1, 2021





<b>Resolution Adoption Date:</b>
<b>Elected Official or Department Head Signature:</b>
<b>Chester County Council Chairman &amp; Supervisor:</b>

**Chester County Sheriff's Office**  
**Organizational Chart**  
**Sheriff's Office Operations – Special Services**  
**Effective: July 1, 2021**





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: May 18, 2021 Case # CCMA21-14 Invoice # 3782

The applicant hereby requests that the property described to be rezoned from R1 to RG-2

Please give your reason for this rezoning request:

maine park move double wide out g

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant):

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request.

NAICS CODE Number: \_\_\_\_\_

Property Address Information

Property address: 1474 Catomba River Rd  
 Tax Map Number: 158-01-08-007-000 Acres: \_\_\_\_\_

Any structures on the property: yes \_\_\_\_\_ no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Judy Funderbuck  
 Address 5899 Cindy Lane Fort Lawn S.C. 29714  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

Owner(s) if other than applicant(s): Larry Felt  
 Address: 5 Hillcrest Drive Great Falls SC.  
 Telephone: \_\_\_\_\_ work \_\_\_\_\_  
Home

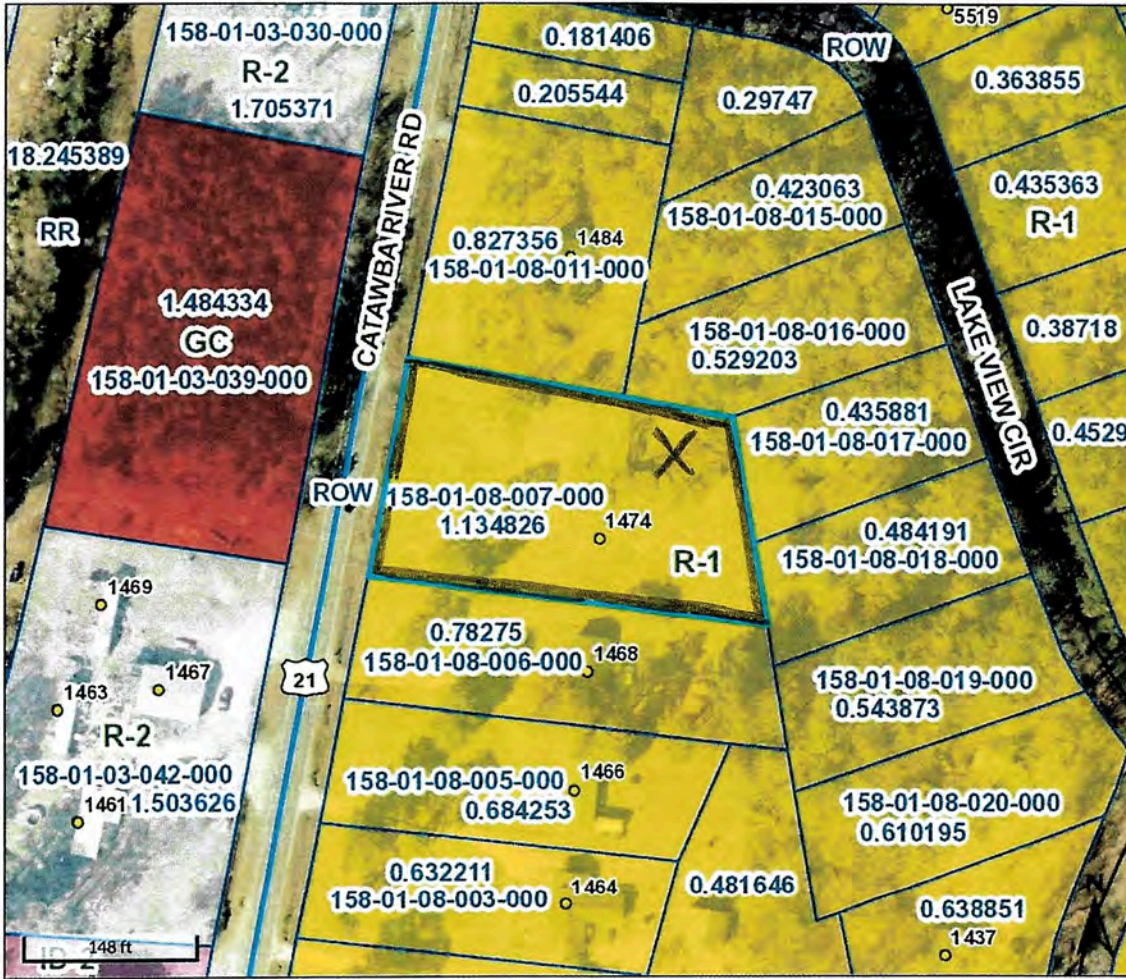
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Larry Felt Date: 4/12/2021

Applicant signature: Judy Funderbuck Date: 4-12-2021

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.





Overview



Legend

- Address Points
- Roads
  - Secondary Road
  - SC Highway
- Municipals
- Parcels
- Chester County Zoning
  - AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
- County Boundary

Parcel ID 158-01-08-007-000  
 Sec/Twp/Rng n/a  
 Property Address 1474 CATAWBA RIVER RD  
 District 05  
 Brief Tax Description n/a

Alternate ID n/a  
 Class RN  
 Acreage 1.135

Owner Address LOFLIN LARRY G  
 5 HILLCREST DRIVE  
 GREAT FALLS SC 29055

(Note: Not to be used on legal documents)

Date created: 4/20/2021  
 Last Data Uploaded: 4/20/2021 3:23:23 AM

Developed by  **Schneider**  
 GEOSPATIAL

**CCMA21-14:** Judy Funderburk request Tax Map # 158-01-08-007-000 located at 1474 Catawba River Road, Fort Lawn, SC be rezoned from R1 (Rural One) to RG-2 (General Residential)

Judy Funderburk of 5899 Cindy Lane, Fort Lawn, stepped to the podium. Ms. Funderburk stated she lives in a mobile home park and is trying to buy this piece of land, but it is zoned stick built or modular. I'm 72 years old and I've got a double wide and I want to get it moved there. I can't afford to buy a house at my age. I can't build a stick-built house, so, I want to move my house to this area. It's a 1.1-acre lot. I've been in the trailer park about 12 years. I've fixed up my yard. I have my flowers. I've done all that. I have pictures of around that area, I don't know if you guys know it, but my house looks fifty times better than some of these places. I could help it to look a lot better if y'all would let me zone it to be a mobile home. Chairman Raines asked if any of the commissioners would like to see her pictures. They did not. Chairman Raines asked if well and septic was already on the lot? Ms. Funderburk said there is, there use to be a house there and it burned or something probably fifteen years ago. The well and the septic tank is already there. Chairman Raines asked do you intend to use that now? Ms. Funderburk said yes sir. I'd have to check it. The man that owns it told me that somebody had stolen the pump off the well, of course that's got to be done and I'm sure the septic tank will probably have to be pumped out.

Chairman Raines asked if the commissioner had any questions for the applicant. There were none. Chairman Raines asked if anyone would like to speak in favor of this rezoning request. There were none. Chairman Raines asked if anyone would like to speak against of this rezoning request. Jeff Lucas and his wife of 1484 Catawba River Road, stepped to the podium. We would like to keep our neighborhood R1. It's been R1 since it was established over 40 years ago. My wife and I have lived there since 1985. There's probably seventy-five lots between Lakeview and Riverview. They are all R1. They've never been changed to anything else. We've had neighbors there before. We're just scared if it's rezoned RG-2, anything can be done with that acre. If the owner of the land decides to do something else, all the restrictions we bought into when we bought it would be null and void for both neighborhoods and we feel like if that's rezoned it could potentially hurt our properties value. Those at Riverview too. We are against the rezoning. Chairman Raines asked that's all that property on your side of the road bordering the road? Mr. Lucas said yes. The lot we are talking about is directly in the middle of Lakeview. It's all R1. And all of Riverview, the next neighborhood over is all R1. There are some other areas that is different, but ours has been R1 since probably 45 years ago. We fell like changing 1 acre in the entire two neighborhoods would not be fair to the people that bought into these neighborhoods. Mrs. Lucas said, and we just purchased additional land there less than six months ago, and it's R1.

Chairman Raines asked if anyone had any questions. Commissioner Howell asked would you be opposed to a reverter clause? Mr. Lucas stated he is not aware of a reverter clause. Commissioner Howell said if she no longer owns the property, it goes back to R1. Mrs. Lucas said she does not own the property. Mr. Howell said that's kind of what we are wondering is, the owner of the property is not asking for the rezoning from what we are understanding. So, really if the sale doesn't go through, the owner could use it for whatever he wanted to. RG-2 from our understanding, can have up to five dwellings per acre. We're just trying to keep it R1. Mr. Howell said I understand. Mrs. Lucas said we have a lot of properties going up for sale in our area. We have a lot that's less than a ½ acre that \$900,000. We do have houses across the street from us that are not R1, and they are not very good. We just don't need anymore of that. Chairman Raines asked Ms. Funderburk if she owns the property? Ms. Funderburk said no sir, I want to buy the property. But the guy that owns the property didn't want to pay the \$150 and he didn't want to fool with it. Chairman Raines said so you are just asking for the rezoning pursuant to buying the property? Ms. Funderburk said yes, I filled out the paperwork to do this and there are a lot of mobile homes over there. Some of them are abandon and that's what I've got pictures of that's within 200 feet of the lot that I'm trying to buy. Mr. Lucas said but they are still in that neighborhood and they are R1. Mrs. Lucas said not the ones across the street. Mr. Lucas said no not across the street, in the Lakeview and Riverview. Chairman Raines said



everything surrounding you, on that side of Highway 21 is R1. Mr. Lucas said all of our neighborhood and Riverview is all R1 and it's never been changed. None of it has ever been changed. Chairman Raines asked if anyone had any other questions for Mr. and Mrs. Lucas. There were none.

Chairman Raines asked if anyone else wished to speak against this rezoning request. Ms. Funderburk came back to the podium, she stated two miles down the road from where this lot is, is Riverview. Campers, and there are mobile homes, that's what I took pictures of, all around this lot that I'm trying to buy. It's on the main road. It's not down the road where all these nice houses are.

Commissioner Walley asked if the owner submit anything or give you anything to.....Ms. Hutchins from the staff said he signed the application, yes. Mr. Lucas stepped to the podium again and asked if the sale doesn't go through, and the owner that owns the land now retains the rights, and the rezoning is RG-2 from R1, he can do anything with that lot that RG-2 allows. Chairman Raines stated with the reverter clause, we specify we grant the rezoning as long as she has a residence there. But if that ceases to exist, then it reverts back to the R1 zoning classification. Mr. Lucas asked would that happen if that happened in all instances if anyone else bought in that area? Vice Chairman Smith asked, we could tie it to her name, the reverter clause? Chairman Raines said that would be part of our motion, the conditions of granting the rezoning, if she put her doublewide there and stayed five years, then she pulled it out, then nobody could go in and do that. We could specify one residence on the property. We can do some things to restrict, but then again it comes under the heading of spot zoning. Mr. Lucas said like I said, we've had neighbors there before. We don't have problems with having neighbors, we just want to keep it as R1. Chairman Raines said I understand.

Chairman Raines called Director Levister to the podium. Director Levister said just to let you know, RG-2 requires 1 acre for individual water and sewer per DHEC. So, it would have to be a minimum of 1 acre lot per mobile home. It's only 1.1 acre. Chairman Raines said you can't put 5. Director Levister said no. That would only work if you had public water and sewer. Mr. Lucas stepped back to the podium again asking if water and sewer was made available, could that change. With the area we are in, we have the Whitewater Center coming up. Gallo Wine coming to Fort Lawn a mile and a half from us. All of that is subject to change. Chairman Raines said that would have to be part of our stipulations to rezone.

Chairman Raines said I can determine the hardship. I understand the economics of the situation, but it does appear to be pushing something where it doesn't belong. Chairman Raines made the motion to deny the rezoning request as presented; seconded by Commissioner Howell. Vote was 6-0 to deny.

Chairman Raines stated our opinion is only advisory. County Council will hear this at three separate readings. They're the ruling authority on it. You are welcome to talk with staff to see when the meetings will be. You're welcome to come and talk with them.

**Chester County Planning Commission**  
**June 15, 2021**

**CCMA21-17: - David Woods request Tax Map # 079-01-14-017-000 located at 730 Sugarplum Road, Chester be rezoned from RG-1 (Multi Family) to RG-2 (General Residential)**

David Woods of 544 Roundtree Circle stepped to the podium. Mr. Woods stated he purchased the property in 2018. Being a first-time landowner, he didn't understand the process. A mobile home was there when he bought the property and he had it removed. He's spent a lot of money cleaning the land and would like to have another mobile home there. Chairman Raines asked if any of the commissioners had any questions. There were none. Chairman Raines asked if any member of the public would like to speak in favor or opposition of the rezoning request. There were none.

Commissioner Hill made the motion to approve the rezoning request as presented; seconded by Commissioner Howell. Vote was 7-0 to approve.

Chairman Raines stated their opinion is only advisory. County Council will have to approve. They have to have three readings. Check with staff to see which meetings for the readings.





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: 6.15.21 Case # CCMA21-17 Invoice # 3851

The applicant hereby requests that the property described to be rezoned from RB-1 to RB-2

Please give your reason for this rezoning request:

Myself + Wife Spent our life savings to Rebuild this land for our kids to have somewhere to call their own land. It has been over a total of \$73,000 to get this land right.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant):

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request.

NAICS CODE Number: \_\_\_\_\_

Property Address Information

Property address: 730 Sugarplum Rd

Tax Map Number: 079-01-14-017-000 Acres: 1.2


Any structures on the property: yes \_\_\_\_\_ no . If you checked yes, draw locations of structures on plat or blank paper.

I had the mobile home and the 2 buildings torn down + removed

PLEASE PRINT:

Applicant(s): David Woods

Address: 544 Roundtree Cir Chester S.C. 29706

Telephone: \_\_\_\_\_ cell 

Owner(s) if other than applicant(s): \_\_\_\_\_

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

Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: David Woods Date: April 23 2021

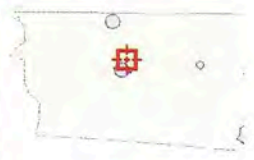
Applicant signature: David Woods Date: April 23 2021

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.





Overview



Legend

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID	079-01-14-017-000	Alternate ID	n/a	Owner Address	WOODS DAVID L, AJAID WOODS,
Sec/Twp/Rng	n/a	Class	RN		WOODS AALIYAH D
Property Address	730 SUGARPLUM RD	Acreage	1.101		PO BOX 712
					CHESTER SC 29706
District	02				
Brief Tax Description	ROAD 576				
	(Note: Not to be used on legal documents)				

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 GEOSPATIAL

**Chester County Planning Commission**  
**June 15, 2021**

**CCMA21-18: - Eugene Raffaldt request Tax Map # 161-01-00-011-000 located at 5584 Brooklyn Road, Great Falls be rezoned from RG-1 (Multi Family) to RG-2 (General Residential)**

Eugene Raffaldt stepped to the podium. He stated he really doesn't have an address at this time. He sold their home and wished to put a mobile home on his property he already owned at 5584 Brooklyn Road. Chairman Raines asked if any structures were on the property. Mr. Raffaldt said he will have a building put up next week. Chairman Raines asked if well and septic are there. Mr. Raffaldt said yes, a structure use to be there. Chairman Raines asked if the commissioners had any other questions. There were none. Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request. There were none.

Commissioner Howell made the motion to approve the rezoning request as presented; seconded by Commissioner Williams. Vote was 7-0 to approve.





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: June 15, 2021 Case # CCMA21-18 Invoice # 3911

The applicant hereby requests that the property described to be rezoned from RG1 to RG2

Please give your reason for this rezoning request:  
To allow a manufactured home

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant):

I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request.

NAICS CODE Number: \_\_\_\_\_

Property Address Information

Property address: 5584 Brooklyn Road Great Falls, SC 29055  
 Tax Map Number: 161-01-00-011-000 Acres: 7

Any structures on the property: yes \_\_\_\_\_ no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Eugene Raffaldt  
 Address 5584 Brooklyn Road Great Falls, SC 29055  
 Telephone: \_\_\_\_\_ cell [REDACTED] work \_\_\_\_\_

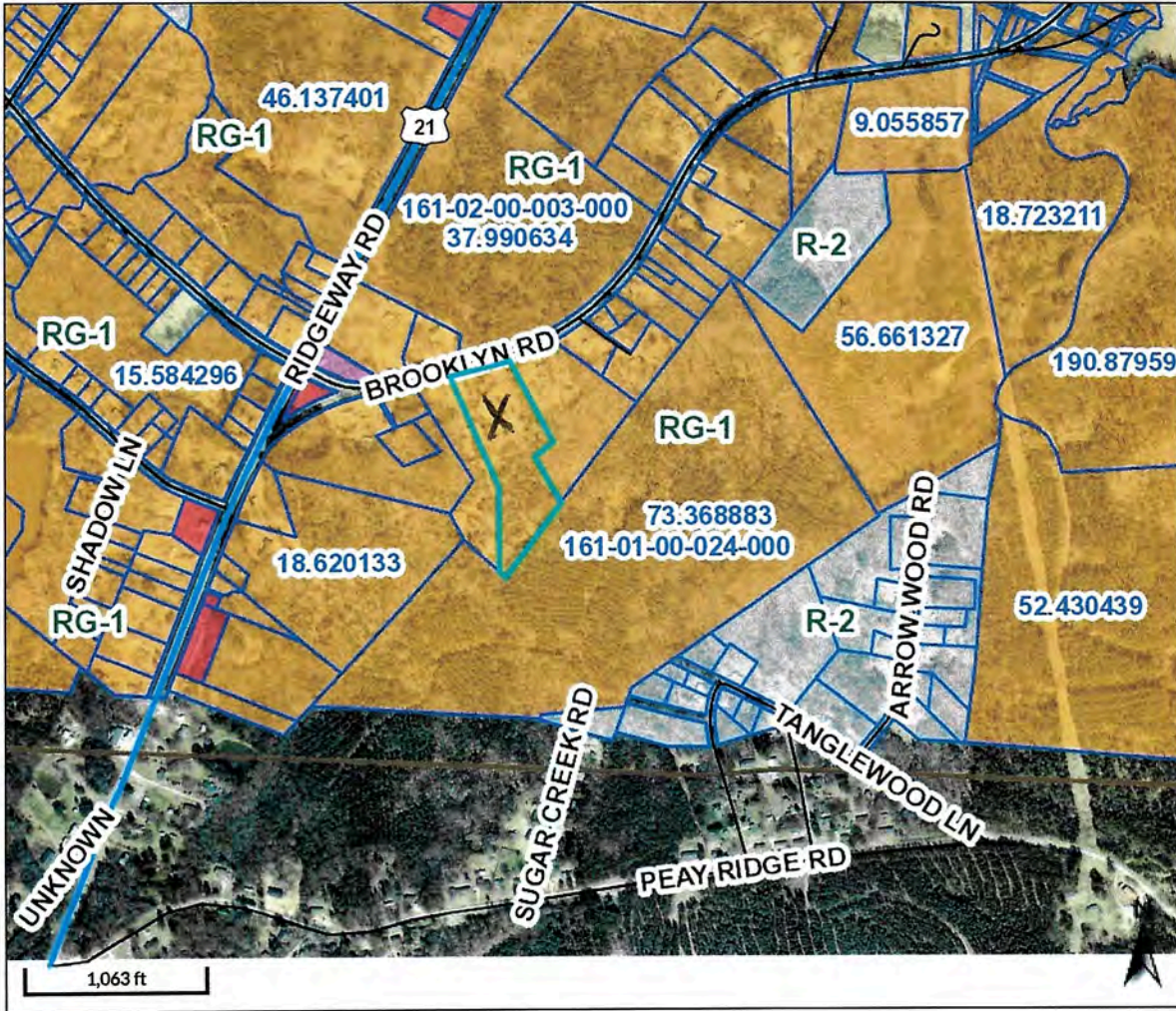
Owner(s) if other than applicant(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Eugene Raffaldt Date: \_\_\_\_\_  
 Applicant signature: Eugene Raffaldt Date: \_\_\_\_\_

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEET





Overview



Legend

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID	161-01-00-011-000	Alternate ID	n/a	Owner Address	RAFFALDT EUGENE
Sec/Twp/Rng	n/a	Class	LA		5584 BROOKLYN RD
Property Address	5584 BROOKLYN RD	Acreage	7.913		GREAT FALLS SC 29055
District	01				
Brief Tax Description	OLD WINNSBORO RD				
	(Note: Not to be used on legal documents)				

Date created: 6/16/2021  
 Last Data Uploaded: 6/16/2021 3:19:09 AM

Developed by  **Schneider**  
 GEOSPATIAL

**Chester County Planning Commission**  
**June 15, 2021**

**CCMA21-19:** - Carolina Gypsum, LLC request Tax Map # 080-02-02-006-000 located at 531 Wilson Street, Chester be rezoned from GC (General Commercial) to ID-2 (Limited Industrial)

Trey Few, one of the founding partners of Carolina Gypsum based out of Charleston SC, stepped to the podium. He stated they seek ID-2 like their neighbor Synthomer. They've purchased the property from Mr. Oliphant with the intention of moving their plant from Columbia, SC to Chester. He said they are not new to Chester. Their partner, Carolina Eastern, has been in Chester for thirty something years. Their intent is to hire 10 to 12 local folks. Average pay will be between \$12 - \$15 plus overtime and benefits. Mr. Few stated they process Gypsum, which is a mineral. We make a soil amendment that you will find in Wal-Mart, Home Depot, Lowes and lawn and garden products like Scott's or Central Garden. It's also a fertilizer ingredient that farmers use for peanuts and tomatoes. It's a non-hazardous material. This is a very quiet process. We will use the local rail line to ship about 50 cars or so out of this factory. We've been doing this in Columbia since 2007.

Chairman Raines asked you're talking about shipping out a finished product, how would your raw materials come in? Mr. Few said they could come in in bulk trucks. Chairman Raines then asked what would the hours of operation be? Mr. Few said seasonal, it would be around the clock. In Columbia we're running two eights, 6 AM to 2 PM and 2 PM to 10 PM.

Chairman Raines asked the commissioners if they had any questions. There were none. Chairman Raines asked if any member of the public would like to speak in favor or in opposition of this rezoning request.

Robert Long, Chester County Economic Director, stepped to the podium. Mr. Long stated the property they own in Columbia is actually near the William Brice Stadium with apartments and Breweries and lots of other activities. They are one of the few manufacturers along that corridor now. Columbia's loss will be our gain. This is a sister company of an existing operation here. Mr. Long stated this is a great opportunity for us.

Commissioner Walley made the motion to approve the rezoning request as presented; seconded by Commissioner Grant. Vote was 7-0 to approve.

Chairman Raines asked if anyone had any new business. There was none. Commissioner Hill asked if there is a meeting next month. Ms. Hutchins, with staff, said we do.

Chairman Raines made a motion to adjourn; seconded by Commissioner Williams. Vote was 7-0 to adjourn.





**Chester County, South Carolina**  
 Department of Planning, Building & Zoning  
 1476 J.A. Cochran Bypass  
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: \$150.00

Meeting Date: June 15, 2021 Case # CCMA21-19 Invoice # 3915

The applicant hereby requests that the property described to be rezoned from GC to ID-2

Please give your reason for this rezoning request:  
We are trying to relocate our gypsum pelletizing business from Columbia, SC to Chester.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 327410

Property Address Information

Property address: 531 Wilson St., Chester, SC 29706  
 Tax Map Number: # 080-02-02-006-000 Acres: 5.63

Any structures on the property: yes  no . If you checked yes, draw locations of structures on plat or blank paper. plat and tax map on next pages

PLEASE PRINT:

Applicant (s): Carolina Gypsum, LLC  
 Address: 1020 Savannah Hwy., Charleston, SC 29407  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

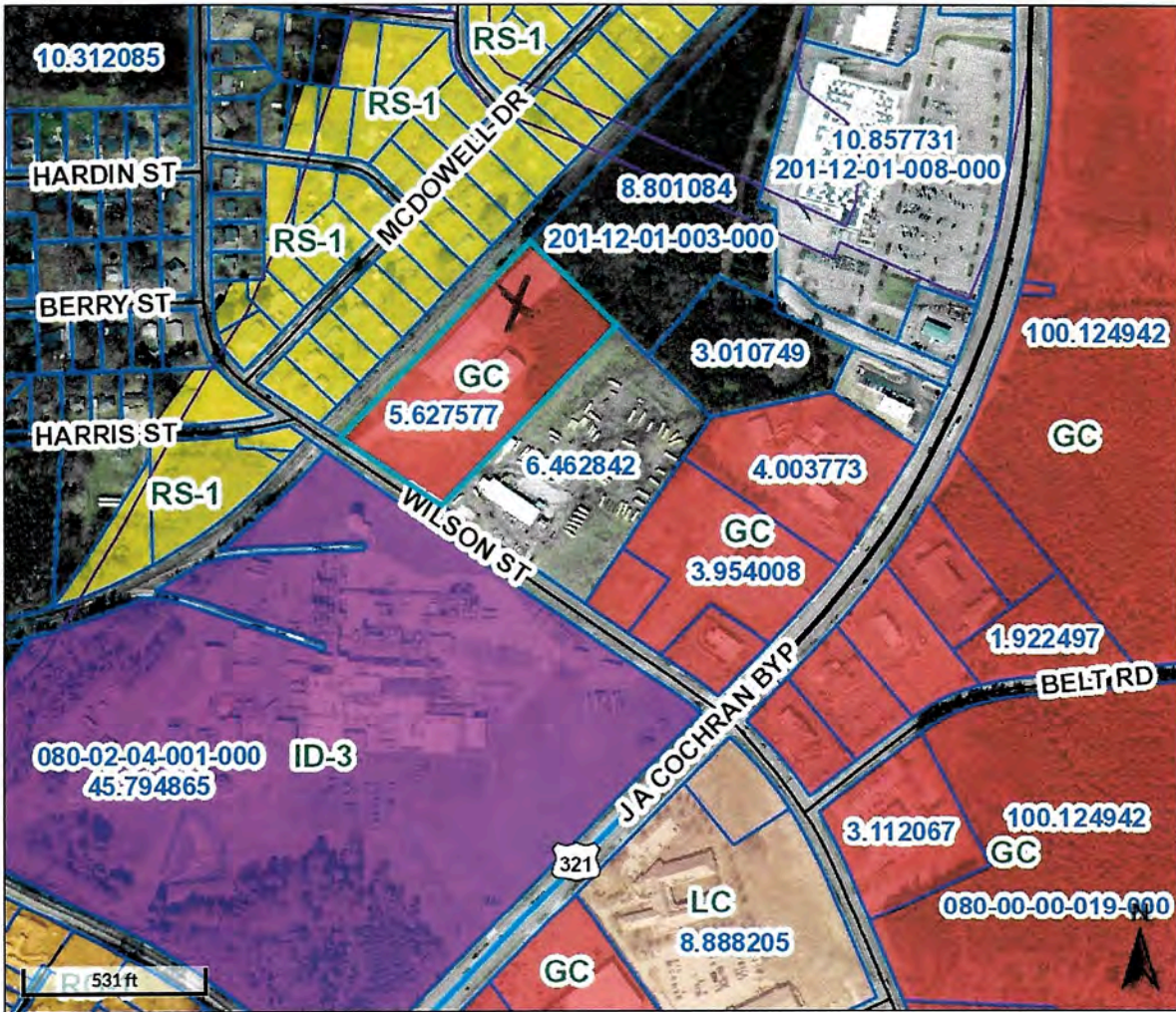
Owner(s) if other than applicant(s): Oliphant and Company, Inc  
 Address: PO Box 519, Chester, SC 29706  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 4-29-21  
 Applicant signature: [Signature] Date: 5/13/21

**CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.**





Overview



Legend

- Roads**
- Secondary Road
  - SC Highway
  - Municipals
  - Parcels
- Chester County Zoning**
- AG
  - EDD
  - GC
  - ID-1
  - ID-2
  - ID-3
  - LC
  - R-1
  - R-2
  - R-3
  - R-4
  - RG-1
  - RG-2
  - RIV
  - RS-1
  - County Boundary

Parcel ID	080-02-02-006-000	Alternate ID	n/a	Owner Address	OLIPHANT + & CO INCORPORATED
Sec/Twp/Rng	n/a	Class	C		PO BOX 519
Property Address	531 WILSON ST	Acres	5.628		CHESTER SC 29706
District	02				
Brief Tax Description	531 WILSON STREET				
	(Note: Not to be used on legal documents)				

Date created: 6/16/2021  
 Last Data Uploaded: 6/16/2021 3:19:09 AM

**ELECTION SYSTEMS & SOFTWARE, LLC  
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES  
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Chester County, South Carolina** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the

Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

## **ARTICLE II** **HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third-Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III** **ANNUAL LICENSE OF SOFTWARE**

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Chester County, South Carolina** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of

defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the Software without ES&S' prior written consent.
- d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

#### **ARTICLE IV**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation



("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. In the event Customer requests that ES&S install ES&S Firmware Updates, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, Customer shall be responsible for:

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license

to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services..

## **ARTICLE V MISCELLANEOUS**

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Customer shall be directly liable for damages arising from (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, epidemic, pandemic, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this

Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts: Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: (402) 970-1291

CHESTER COUNTY, SOUTH CAROLINA  
1476 J.A. Cochran Bypass - 109 Ella Street  
Chester, SC 29706  
Fax No.: N/A

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

V.P. of Finance  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PRICING SUMMARY AND PAYMENT TERMS**

<b><u>Sale Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	Attachment 1	\$35,760.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$15,135.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$22,830.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$73,725.00</b>
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
\$24,575.00 due on or before June 1, 2021 for the Coverage Period of July 1, 2021 through June 30, 2022.		
\$24,575.00 due on or before June 1, 2022 for the Coverage Period of July 1, 2022 through June 30, 2023.		
\$24,575.00 due on or before June 1, 2023 for the Coverage Period of July 1, 2023 through June 30, 2024.		

Attachment 1

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: **July 1, 2021 through June 30, 2024**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
25	Model DS200 Scanner	7/1/2021 through 6/30/2022	\$130.00	\$3,250.00
102	ExpressVote BMD Terminal	7/1/2021 through 6/30/2022	\$85.00	\$8,670.00
<b>Total Maintenance Fees for the Coverage Period July 1, 2021 through June 30, 2022</b>				<b>\$11,920.00</b>
25	Model DS200 Scanner	7/1/2022 through 6/30/2023	\$130.00	\$3,250.00
102	ExpressVote BMD Terminal	7/1/2022 through 6/30/2023	\$85.00	\$8,670.00
<b>Total Maintenance Fees for the Coverage Period July 1, 2022 through June 30, 2023</b>				<b>\$11,920.00</b>
25	Model DS200 Scanner	7/1/2023 through 6/30/2024	\$130.00	\$3,250.00
102	ExpressVote BMD Terminal	7/1/2023 through 6/30/2024	\$85.00	\$8,670.00
<b>Total Maintenance Fees for the Coverage Period July 1, 2023 through June 30, 2024</b>				<b>\$11,920.00</b>
<b>Total Hardware Maintenance Fees for the Initial Term</b>				<b>\$35,760.00</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Chester County, South Carolina**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.



- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

- Customer receives coverage for interim repair calls.
  - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial License and Maintenance Term: July 1, 2021 through June 30, 2024

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only	7/1/2021 through 6/30/2022	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2022 through 6/30/2023	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2023 through 6/30/2024	\$5,045.00
<b>Total Software License, Maintenance and Support Fees for the Initial Term</b>			<b>\$15,135.00</b>

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial License and Maintenance Term: July 1, 2021 through June 30, 2024

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
25	Model DS200 Scanner	7/1/2021 through 6/30/2022	\$80.00	\$2,000.00
102	ExpressVote BMD Terminal	7/1/2021 through 6/30/2022	\$55.00	\$5,610.00
<b>Total License, Maintenance and Support Fees for the Coverage Period July 1, 2021 through June 30, 2022</b>				<b>\$7,610.00</b>
25	Model DS200 Scanner	7/1/2022 through 6/30/2023	\$80.00	\$2,000.00
102	ExpressVote BMD Terminal	7/1/2022 through 6/30/2023	\$55.00	\$5,610.00
<b>Total License, Maintenance and Support Fees for the Coverage Period July 1, 2022 through June 30, 2023</b>				<b>\$7,610.00</b>
25	Model DS200 Scanner	7/1/2023 through 6/30/2024	\$80.00	\$2,000.00
102	ExpressVote BMD Terminal	7/1/2023 through 6/30/2024	\$55.00	\$5,610.00
<b>Total License, Maintenance and Support Fees for the Coverage Period July 1, 2023 through June 30, 2024</b>				<b>\$7,610.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				<b>\$22,830.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.

2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

uninterrupted power™

dc group

## PROPOSAL FOR SERVICE

DC Group

JUNE 23, 2021

*Revised*

CHESTER COUNTY - SC  
2740 DAWSON DRIVE CHESTER SC 29706

## PROPOSAL FOR SERVICE

June 23, 2021

DC Group

CHESTER COUNTY - SC  
Attn: Doug McMurray  
2740 Dawson Drive Chester SC 29706

Dear Doug McMurray,

Thank you for your interest in DC Group. We appreciate the opportunity to submit the enclosed proposal for your UPS service and maintenance.

Understanding and adapting to your critical backup power needs is of the utmost importance to DC Group as we dedicate ourselves to assisting you in achieving your goals as a company.

Please review the following proposal, complete the appropriate fields on the "Signatures" page, and return with a Purchase Order. Please feel free to call me with any questions or concerns. I appreciate your consideration and look forward to this partnership opportunity.

Sincerely,

Devin Presnell

DC Group  
1977 West River Road North  
Minneapolis, MN 55411

Direct number: (612) 655-1543  
Email: [devin.presnell@dc-group.com](mailto:devin.presnell@dc-group.com)  
Fax: (612) 235-3131

**CHESTER COUNTY - SC**

**FULL SERVICE: NORMAL HOURS**

Client Information

DC Group Information

**Company:** Chester County - SC

**Contact:** Devin Presnell

**Attn:** Doug McMurray

**Address:** 1977 West River Road  
Minneapolis, MN

**Bill To:**

**Email:** devin.presnell@dc-group.com

**Site/Shipping Address:** 2740 Dawson Drive Chester SC  
29706

**Phone:** (612) 655-1543

**Site ID:**

**Current Contract Expiration Date:**

**Quote #:** 00031384


**Created:** 09-08-2020


**Revised:** 06-23-2021


Qty	Product	Make	Model	Size (kVA)	Site Location	Serial Number	SmartKey Access	Inspection Frequency	Add'l Info	Total Price
1	UPS & Batteries	Liebert	APM	45	2740 Dawson Drive Chester SC 29706	D12BAA0019	Yes	Annual	1 String	\$2,450.00
***See below to select discounted price guarantee option***									<b>GRAND TOTAL:</b>	<b>\$2,450.00</b>

COMMENTS

VALUE ADDED FEATURES INCLUDED IN SERVICE CONTRACT

 : real-time remote monitoring software for all makes and models of UPS units. Installation and communication card not included.

 : OEM interface capability to communicate, change parameters, clear alarms, and all other OEM options needed to maintain UPS equipment to specification

 : robust, interactive asset management tool

INCLUDED WITH FULL SERVICE CONTRACT





- 24 x 7 Emergency Service, Parts, and Labor
- 4 hour on-site emergency response
- Web-based customer portal with comprehensive asset details & historical service reports
- Service reports are emailed, detailing equipment readings and service recommendations
- DC Group multiple year discounts
- Dedicated, site specific Customer Account Managers
- 24 hour technically-trained dispatch center
- 100% Service Completion Guarantee
- Inventory depots throughout the country
- DC Group Standard SOW, based on IEEE Standards
- DC Group employed, trained and certified Field Service Engineers throughout North America
- Thermal scan of all equipment
- Access to Site Sentry™, DC Group's proprietary remote monitoring software

### NOT INCLUDED WITH FULL SERVICE CONTRACT

- Battery replacement (parts, labor, transportation and shipping)
- Proactive DC/AC Capacitor/Fan replacement
- SNMP/Communication card and updates to existing SNMP/Communication card
- Repairs stemming from pre-existing conditions noted at or before first Major Performance Inspection
- Repairs stemming from damage caused by external factors
- Repairs to structural components, commutator, transformers or branch circuit breakers and bearings
- Repairs caused by damage from components DC Group has recommended replacing
- Repairs from unauthorized modifications by any other than DC Group made after agreement start date

### ADDITIONAL COMMENTS

**Optional:** A multi-year service Price-Lock Option is available. As long as executed with the initial contract, subsequent years for like services will be billed annually at the same price as the initial year price with no increases, for up to 5 years.

**Additional Notes:** On first Major Performance Inspection, all parts and labor required to cause the unit(s) under contract to meet manufacturer's specifications will be quoted to the customer. If a particular model of equipment has been discontinued or placed on end of life status by a manufacturer DC Group will use its best effort to obtain parts but cannot guarantee the availability thereof.

**Wet Cell Batteries:** This quote is not valid for wet-cell batteries unless specifically noted.

**Site Sentry:** In order to connect the customer's UPS unit to Site Sentry™, the UPS must have an SNMP card installed and programmed, along with necessary connection equipment, when the DC Group Field Service Engineer arrives on-site. If any parts or additional labor is required to set up Site Sentry™, the customer will be quoted and billed separately.

When a price quotation is for multiple items it is a composite price and shall not be construed as a line item price. If a line item price is required it should be separately requested and it will be identified as such.

All DC Group Standard Terms and Conditions are applicable with this Service Contract & Price Quotation.

This quotation is valid for a period of **90 days** from the date of this document. This price quotation does not include all applicable taxes, shipping and handling costs, unless otherwise noted.



**BILLING/PAYMENT TERMS**

This Proposal for Service is contingent upon DC Group performing a Credit Rating check. Services under this Proposal for Service shall not commence until DC Group has performed a Credit Rating check and approved Payment Terms for Owner. Owner's acceptance of this Proposal for Service includes agreement to the above statements and consent to provide credit and trade references to DC Group. If DC Group is unable to complete a satisfactory Credit Rating check, Owner will be notified and any Proposal for Service with Owner may be voided or may require payment in full prior to performing service.

In consideration of the services to be performed hereunder, Owner shall pay the sums set forth in the attached Quote(s) specifying the package agreed upon. In addition to the sums stated on the attached Quote(s), Owner shall pay with the charges hereinabove set forth, all applicable State, Local and Municipal taxes levied upon the charges by any taxing authority having jurisdiction thereof, or supply Contractor satisfactory proof of exemption therefrom.

**ALL PAYMENTS ARE DUE NET 30 DAYS IN FULL**, and any payment not made when due shall be subject to an interest charge of 1.5% per month or fraction thereof, or the maximum rate permitted by law, whichever is less. If any payment is not made when due, Contractor reserves the right to refuse to provide any further service until its receipt of the payment and applicable interest.

**PAYMENTS SHOULD BE MADE WITHIN 30 DAYS OF START DATE OF THE CONTRACT.**

MAIL TO:

DC Group, Inc.  
Attn: Accounts Payable  
1977 West River Road North  
Minneapolis, MN 55411

This price quotation does not include all applicable taxes, shipping and handling costs, unless otherwise noted.

\*Credit Card payments may be accepted at DC Group's discretion and are subject to additional fees\*



### SIGNATURES

PLEASE CHECK BELOW WHICH OPTION YOU CHOOSE BEFORE SIGNING		
<b>1 YEAR</b> <input type="checkbox"/> <b>\$2,450.00</b>	<b>3 YEAR</b> <input type="checkbox"/> <b>\$ 2,401.00</b> (per year billed annually)	<b>5 YEAR</b> <input checked="" type="checkbox"/> <b>\$ 2,352.00</b> (per year billed annually)

**Company Name:** Chester County - SC

**Contract Start Date:** \_\_\_\_\_

**Purchase Order #:** \_\_\_\_\_

**Site Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_

**Company** Chester County - SC

**DC Group, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

Purchase Order must be assigned to:

DC Group, Inc.  
1977 West River Road N.  
Minneapolis, MN 55411

Send electronic purchase orders to:

*PurchaseOrders@dc-group.com*

Terms and Conditions applicable with this Service Contract & Price Quotation are on the following pages. Additional or different terms proposed by Company, whether in a purchase order or otherwise, shall not be binding on DC Group.





## TERMS AND CONDITIONS between Chester County, South Carolina and DC Group, Inc.

We are pleased to provide the following services proposed for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Additional or different terms proposed by Owner, whether in a purchase order or otherwise, shall not be binding on DC Group.

### 1. Definitions

As used in this Agreement: (1.1) "Power Module" shall mean the electronics portion of an uninterruptible power supply (a "UPS"); (1.2) "Battery" shall mean the electric storage battery portion of a UPS; (1.3) "Power System" shall mean the Power Module and Battery; (1.4) "Owner" shall mean the owner of the Power System being serviced under this Agreement; (1.5) "Contractor" shall mean DC Group Inc.; (1.6) "Equipment" shall mean the equipment listed on the attached Quote(s).

### 2. Owner's Responsibility

**A. Communication** Owner shall communicate solely with contractor regarding all service and facility requirements which arise out of or related to this agreement. To assist facilitating this requirement, escalation contacts and procedures will be provided upon execution of said agreement.

**B. Safety** Owner shall, at all times while Contractor is providing services under this Agreement, have a representative present at the maintenance sites at no cost to, and for the safety of, Contractor. If conditions at the Owner's site are deemed unsafe, Contractor shall have no obligations to deliver services or goods to that site until the unsafe conditions are resolved.

**C. Access** So that Contractor may perform its obligations under this Agreement, Owner shall grant ready access to the Equipment subject to reasonable security requirements.

**D. Equipment** Owner hereby represents and warrants to Contractor that each item of Equipment which has not been maintained exclusively by Contractor under a maintenance and service contract since its initial installation has been properly maintained and serviced in accordance with the applicable operating manual supplied with the item prior to the date of commencement of the initial term of this Agreement. Contractor shall not be responsible for the cost of any repairs caused by violation of this warranty. If, after the execution of this Agreement, Owner makes any modifications to the Equipment or to equipment associated with the Equipment, or changes the location of any of the Equipment, Owner shall notify Contractor of the changes, Contractor shall assess the impact of the changes and, if Contractor's assessment is that the changes require an alteration of its obligations under this Agreement, Contractor and Owner shall seek to agree in writing to terms that reflect Contractor's assessment. Owner is ultimately responsible for monitoring the condition of the Equipment and ensuring recommendations from Contractor are followed. Contractor's customer portal (D-Tech) is available for Owner to monitor the Equipment's condition and Contractor's recommendations. Owner is responsible for responding promptly to Contractor's requests to schedule preventative maintenance, otherwise Contractor will not be liable for damage caused by unscheduled maintenance. Owner is responsible for proposing maintenance windows when an outage would not cause major disruption to owner's operations. In the event Owner does not allow a system to go into maintenance bypass during a major maintenance inspection, failure of equipment is not covered. Damage to any equipment or load loss from UPS support of non-critical loads such as vending machines, motors, heaters, HVAC or any non-computer based equipment not designed to be supported by UPS systems is not covered.

**E. Recalls** In the event of a recall or modification from a manufacturer on a customer's specified piece of equipment, Contractor is not responsible for ensuring these modifications are performed nor is Contractor responsible for any damages caused by the defect if the customer fails to have the manufacturer remedy the defect.

**F. Equipment Responsibility** Contractor is not responsible for coverage of damaged or failed components in the following circumstances: (1) damage to any equipment caused by a capacitor or fan that Contractor has recommended replacing due to its condition or age (usually 5 years for capacitors and 7 years for fans); (2) damage to any equipment caused by a battery that Contractor has recommended replacing due to its condition or age (usually 4 years for batteries); or (3) damage caused by Equipment continually operating in temperature ranges outside of the tolerance range (68F to 77F degrees), or Equipment exposed briefly to extreme temperatures. While Contractor will exhaust all avenues to repair Equipment despite its age or condition, Owner is responsible for all costs involved in replacement of Equipment that is obsolete and/or deemed unrepairable. If Equipment is past Manufacturer's End-of-Life and/or is deemed unrepairable, Contractor's obligations under this Agreement shall cease on that piece of Equipment.

### 3. Contractor's Responsibility

Contractor agrees that it will, by its authorized representatives, inspect and maintain the Equipment in good operating condition by performing maintenance and inspection services and/or emergency services as specified on such Quote(s), upon receipt of telephonic notification at its General Offices in Minneapolis. The Quote(s) attached hereto including the additional conditions thereof applicable to the Equipment are incorporated herein as part of this Agreement. Additional equipment may be added to this Agreement for an additional fee. Additional Equipment will be identified in subsequent Quote(s) to be attached hereto, showing the start date of service coverage and the annual service fee for the Equipment.

### 4. Force Majeure

Upon notice to Owner, Contractor may delay delivery of services or goods due to causes beyond Contractor's reasonable control. Such causes shall include but not be limited to war, terrorism, fire, pandemic, or unusually severe weather.

### 5. Payment

This Proposal for Service is contingent upon DC Group performing a Credit Rating check. Services under this Proposal for Service shall not commence until DC Group has performed a Credit Rating check and approved Payment Terms for Owner. Owner's acceptance of this Proposal for Service includes agreement to the above statements and consent to provide credit and trade references to DC Group. If DC Group is unable to complete a satisfactory Credit Rating check, Owner will be notified and any Proposal for Service with Owner may be voided or may require payment in full prior to performing service.

In consideration of the services to be performed hereunder, Owner shall pay the sums set forth in the attached Quote(s) specifying the package agreed upon. In addition to the sums stated on the attached Quote(s), Owner shall pay with the charges hereinabove set forth, all applicable State, Local and Municipal taxes levied upon the charges by any taxing authority having jurisdiction thereof, or supply Contractor satisfactory proof of exemption there from. All payments are due net 30 days in full, and any payment not made when due shall be subject to an interest





charge of 1.5% per month or fraction thereof, or the maximum rate permitted by law, whichever is less. If any payment is not made when due, Contractor reserves the right to refuse to provide any further service until its receipt of the payment and applicable interest.

#### **6. Insurance**

Contractor will, at its own cost and expense, obtain and maintain in full force and the following insurance with sound and reputable insurers during the term of this Agreement: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed, (2) Automobile Liability insurance on all motor vehicles licensed for highway use and (3) Comprehensive Liability insurance for bodily injury and property damage

#### **7. Warranty**

Contractor shall perform the services under this Agreement in a professional and workmanlike manner. The foregoing is Owner's sole warranty, and is in lieu of all express or implied warranties including any implied warranty of merchantability or fitness for a particular purpose. Contractor's warranty obligation is conditioned upon receipt of all payments due from Owner under this Agreement. In addition to the obligation to maintain the Equipment, Contractor hereby warrants to Owner (and only to Owner) any part supplied pursuant to this Agreement or replaced pursuant to this Agreement, to be free from defect in material and workmanship under normal use and service for a period of thirty (30) days from date of installation thereof. This warranty does not cover: (1) Failure of a part due to improper maintenance by entities other than Contractor; (2) damage caused by external sources as described in section 10 below; (3) damage to branch circuit breakers or damages to UPS or load loss caused by external circuit breakers; or (4) structural component damage, such as: commutator, structural frame, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels. For any warranty claim, Owner shall provide prompt written notice and explanation of circumstances. Owner's sole and exclusive remedy under this warranty shall be repair or replacement at Contractor's election. Unless otherwise provided for in this Agreement, Contractor's liability under this warranty shall be limited to the repair or replacement of the defective part and all labor charges associated with such repair or replacement.

#### **8. Assignment**

Owner may not assign this Agreement or any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of Contractor. This Agreement shall be binding upon all parties hereto, their heirs, successors and assigns.

#### **9. Indemnity**

Intentionally Omitted.

#### **10. Liability**

Notwithstanding anything in this Agreement to the contrary, Contractor shall not be liable for any indirect, incidental, special or consequential damages such as, but not limited to, lost profits, good will, or other economic loss in connection with, or arising out of the services or parts provided under this Agreement, whether or not the possibility of damage was disclosed to Contractor or could have been reasonably foreseen by Contractor. Contractor shall not be liable for the payment of any subcontractor or other contractor for materials, service or labor furnished except where the same is reasonably necessary for Contractor to perform the services described in this Agreement at any location described in the attached Quote(s) provided that Contractor has approved of payment to the subcontractor in writing for materials, service or labor furnished by such contractor or subcontractor as long as it does not include any services upon Equipment to be performed by Contractor pursuant to this Agreement. The liability of the Contractor for any cause whatsoever shall not exceed in value the total of 125% of the contract amount, except in the event that any damage to the equipment has been caused by the Contractor's personnel while at the Owner's site performing routine maintenance or emergency service, in which case liability shall be limited to the extent of the replacement of parts and installation thereof by the Contractor.

#### **11. General**

This Agreement and any written amendments represent the entire Agreement between the parties, with neither party relying upon any representations or promises not incorporated in writing herein. Any amendment to this Agreement shall be in writing and duly executed by the authorized representatives of the parties. Either Owner or Contractor may terminate this Agreement at any time upon thirty (30) days written notice. Contractor shall be relieved of any and all obligations, liabilities, and responsibilities hereunder with regard to any Power Module and/or Battery that has been subject to neglect, accident, fire, flood, lightning, vandalism, acts of God, misuse, misapplication, incorrect connection, external damage or that has been subject to repair or alteration not authorized by Contractor in writing. Service prices do not include rotary bearing changes on flywheel and rotary UPS equipment. Owner shall be invoiced for, and shall pay for, all services not expressly provided for by the terms hereof, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Should parts be taken out of inventory and allocated for a specific job, Contractor reserves the right to invoice separately for the parts if the installation or labor portion of this job is delayed by Owner. If any provision of this Agreement is invalidated for any reason, this Agreement shall remain in force except for the invalid provision. No action arising out of this Agreement, may be brought by either Owner or Contractor more than two (2) years after the cause of action has arisen or, in the case of action for nonpayment, more than two (2) years after the due date of the last payment. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. Owner and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the State and Federal Courts located in Hennepin County, Minnesota. Owner shall be liable to Contractor for collection costs, including reasonable attorney's fees, Contractor incurs in collecting any amount payable by Owner under this Agreement.

#### **12. Cancellation Policy**

If Owner cancels this Agreement by giving Contractor at least thirty (30) days written notice before the cancellation date, Contractor will credit Owner with the unearned amount of the contract price less any unpaid amount for spare parts supplied or labor provided by Contractor in connection with emergency service. If Owner cancels this Agreement without giving Contractor at least thirty (30) days written notice, Owner's credit will be reduced by a cancellation fee equal to one and one-half (1 1/2) months of the contract price.

#### **13. Confidentiality**

The parties recognize that certain technical information which may be disclosed by each to the other in connection with the services provided under this Agreement represents confidential and valuable and proprietary information, and neither party will, without the written consent of the other, disclose such information to any person other than those of its employees who must have access to such information in order utilize it for the Agreement. All such employees shall be required to maintain such information in confidence and each of the parties will take such reasonable steps as may be suggested by the other to encourage or require its employees or former employees to preserve the confidentiality of such information. The Parties further understand that the Owner is subject to the Freedom of Information Act because of it being a public entity. Owner will notify the Contractor immediately upon receipt of a request for information under the Freedom of Information Act or a subpoena, and the Parties will confer as to an appropriate and legal response to such inquiry.

Quote #: 00031384

**14. Acceptance**

Signing a DC Group Contract quote signifies understanding and acceptance of the above Terms and Conditions. This Agreement shall supersede any other agreement between Owner and Contractor.







**Provided by:**

Wesley Jennings  
(803) 581-9138  
wesley.jennings@truvista.hi  
(803) 385-7174

**Proposal for:**

**County of Chester 911 Coord.**

2740 Dawson Drive  
Chester, SC 29706  
BUS - 152017





County of Chester 911 Coord.  
 2740 Dawson Drive  
 Chester, SC 29706  
 BUS - 152017

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 wesley.jennings@truvista.hi  
 (803) 385-7174

Qty	Product	Description	Non Recurring Charges	Recurring Monthly Fee	Discount	Extended Monthly Recurring
1	Data - Metro Ethernet	500M Metro E x 500M Internet (803-010-0810)		3,000.00		3,000.00
1	Data - Metro Ethernet	100M Metro E - 2827 Lancaster Hwy, Chester, SC		700.00		700.00
1	Data - Metro Ethernet	100M Install	1,500.00			
		**Increasing current 100M Metro E to 500M **				
		***500.00 upgrade charge for Metro E waived				
		with 36 month term***				

Total Non-Recurring: \$ 1,500.00      Total Monthly Recurring: \$ 3,700.00

Initial: \_\_\_\_\_





### SERVICE TERMS AND CONDITIONS

**SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 36 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to minimal rate increases during the term of the contract.

**TERMINATION.** Either party may terminate the contract with (30) days written notice to the other party. The penalty for termination of the agreement by the customer shall be equal to twenty percent of the total monthly service fees times the number of months remaining on the initial service period.

**INSTALLATION:** Installation to occur during normal business hours. Special arrangements may be made for installation outside of normal business hours for a fee. Standard installation to include existing wiring only. New or additional wiring may incur additional installation cost. Customer will be made aware of cost in writing prior to installation. Installation may take up to 90 business days in the event that special construction is required.

**PRICING:** Pricing is determined on a case by case basis, pending site survey and analysis of customer's needs. Installation, special construction, wiring and monthly service charges, less applicable taxes, will be provided in writing prior to installation. Written pricing is good for 30 days. Verbal changes may be necessary in the event of an unexpected occurrence during installation. This will be communicated to an authorized party on site by either a TruVista technician or your Business Solutions Specialist. Video Services are subject to minimal rate increases during the term of the contract. These changes will be announced on your monthly statement prior to implementation.

**SERVICE ISSUES:** Service cannot be guaranteed. Troubles should always be reported to repair service first. Repairs will be done as timely as possible once reported. TruVista will, at no cost to you, repair any trouble that is deemed a TruVista issue. If it is an issue with customer owned equipment, wiring not covered under maintenance, or any other non-TruVista issue, and a Technician is dispatched, you will be charged a truck roll fee for service. Routine maintenance is required on main lines periodically to maintain levels of service. Maintenance may cause a brief outage of service. TruVista will do our best to do this at a time that will not interfere with business operations. You will be notified before these scheduled maintenance are performed.

Business Name	County of Chester 911 Coord.	Contract Term	36 months
Physical Address	2740 Dawson Drive Chester, SC 29706 BUS - 152017	Billing Address	
Site Contact		Billing Contact	
Site Phone #		Billing Phone #	
Fed. Tax ID		Email	
Authorized Signature:		Date	







\*We recently upgraded our Service Plan offerings to provide additional benefits to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Sprinkler)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Silver	<ul style="list-style-type: none"> <li>Test &amp; Inspection</li> <li>PDF Inspection Reporting</li> <li>No Labor Discount</li> </ul>	Essential	<ul style="list-style-type: none"> <li>Test &amp; Inspection</li> <li>Xaap Electronic Inspection reporting</li> <li>10% Labor Discount</li> <li>Customer Portal</li> </ul>
Gold Labor	<ul style="list-style-type: none"> <li>Test &amp; Inspection</li> <li>Labor Coverage</li> <li>No Parts Discounts</li> <li>No Labor Discount for services not covered</li> <li>PDF Inspection Reporting</li> </ul>	Enhanced	<ul style="list-style-type: none"> <li>Test &amp; Inspection</li> <li>Labor Coverage &amp; Panel Parts Coverage</li> <li>15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse &amp; Vandalism)</li> <li>Xaap Electronic Inspection Reporting</li> <li>Battery Replacement Option (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.)</li> <li>Remote Service Support</li> <li>Smoke Detector Cleaning</li> <li>Sensitivity Testing (non-addressable panels)</li> <li>Customer Portal</li> </ul>
Platinum	<ul style="list-style-type: none"> <li>Test and Inspection</li> <li>System Labor Coverage</li> <li>System Parts Coverage</li> <li>Peripheral Part Replacement Coverage</li> <li>EIR/PDF Inspection Reporting</li> <li>No Discounts for services not covered under contract</li> </ul>	Expert	<ul style="list-style-type: none"> <li>Test &amp; Inspection</li> <li>System Labor Coverage</li> <li>System Parts Coverage</li> <li>Peripheral Part Replacement Coverage</li> <li>Xaap Electronic Inspection Reporting</li> <li>20% Discount for services not covered under contract</li> <li>Battery Replacement Coverage (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.)</li> <li>Remote Service Support</li> <li>Smoke Detector Cleaning</li> <li>Customer Portal</li> </ul>

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

**2. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HERINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

**i. Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement



(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this



Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. One-Year Limitation on Actions; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**30. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**31. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**32. Headings.** The headings in this Agreement are for convenience only.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**35. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

U.S. Department of Justice  
Office of Community Oriented Policing Services



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Community Policing Development (CPD) De-Escalation Training Solicitation

Assistance Listing Number #:	16.710
Grants.gov Opportunity Number:	O-COPS-2021-75008
Solicitation Release Date:	June 03, 2021 12:00 PM
Grants.gov Deadline:	July 21, 2021 7:59 PM
Application JustGrants Deadline:	July 22, 2021 7:59 PM

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### Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2021 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding and managing the entire project. The terms and conditions of the federal award are also applicable to subrecipients.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

#### Eligible Applicants:

Other

#### Other

The *Regional De-Escalation Training Centers* subcategory is limited to accredited institutions of higher education. The *De-Escalation State, Local, and Tribal Law Enforcement Agency Grants* subcategory is limited to local, state, tribal, and territorial law enforcement agencies.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, as either a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

#### Contact Information

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

### **Submission Information**

The application period for the FY 2021 Community Policing Development (CPD) De-Escalation Training Solicitation begins **June 3, 2021**. All applications must be submitted by **July 22, 2021, at 7:59 p.m. ET**. Applications submitted after **July 22, 2021** will not be considered for funding.

**Registration:** To submit an application, all applicants must obtain a Data Universal Number System (DUNS) number and register online with the System for Award Management (SAM) and Grants.gov.

**Submission:** Completing an application is a two-step process:

1. Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the Grants.gov website.
2. Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "Application and Submission Information" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/de-escalation>. In addition to this Solicitation, the COPS Office is providing Additional Supplemental Materials to help guide applicants through the process.

Gene Loving  
841 Redwood Lane  
Chester, SC 29706

June 22, 2021

Re: Resignation from Board of Assessments of Appeals

I regret that I must resign from the Board of Assessments of Appeals. I appreciate the opportunity and have enjoyed my time serving on this board.

Sincerely,

  
Gene Loving