

# **CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, April 4th, 2022 at 6:00 PM

### **Agenda**

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Approval of Minutes**
  - a. Council minutes from March 21<sup>st</sup>, 2022.
  - b. Special Called Council minutes March 29<sup>th</sup>, 2022.
4. **Citizen Comments**
5. **Public Hearing**
  - a. **3<sup>rd</sup> Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading of 2022-4** An Ordinance to Increase Adoption Fees for Chester County Animal Control.
  - c. **3<sup>rd</sup> Reading of 2022-5** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.
6. **Ordinances/Resolutions/Proclamations**
  - a. **3<sup>rd</sup> Reading of 2022-3** Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.
  - b. **3<sup>rd</sup> Reading of 2022-4** An Ordinance To Increase Adoption Fees for Chester County Animal Control.

- c. **3<sup>rd</sup> Reading of 2022-5** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.

**7. Old Business**

- a. **2<sup>nd</sup> Reading of CCMA22-01** Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve

**8. New Business**

- a. Council to authorize South Chester Fire Department the approval to accept a \$5000 grant from the SC Forestry Commission to equip a 2000-gallon tanker with a match of \$5000 dollars. -Rural Fire Coordinator Meghan Brewer.

**9. Boards and Commissions-None**

**10. Executive Session**

- a. To receive legal advice regarding the County Administrator search. Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice of the County Administrator search.

**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:** Each citizen will be limited to three minutes

**Public Hearings:** Each citizen will be limited to three minutes

**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

# **CHESTER COUNTY COUNCIL MEETING MINUTES**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, March 21<sup>st</sup>, 2022 at 6:00 PM**

**Present:** Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee. **Absent:** Councilman Killian.

**1. Call to Order-** Interim Chairman Dr. Frederick called the meeting to order at 6:07PM.

**2. Pledge of Allegiance and Invocation**

Pledge was recited in unison; Councilwoman Guy gave the invocation.

**3. Approval of Minutes**

**a. Council Minutes for March 7<sup>th</sup>, 2022.**

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

Interim Chairman Dr. Frederick called for a motion to amend the agenda to delete item 10.d. and 11.d. Councilman Wilson motioned to amend the agenda by deleting item 10.d. and 11.d. second by Councilman Vaughn. Vote 5-0 to approve.

**4. Citizen Comments**

John Agee, PO Box 9, Richburg stated Shawn Nelson who was asked by the Fire Board to do a study of what the Richburg Fire department should look like in five years. To him he has a good plan.

**5. Public Hearing -**Interim Chairman Dr. Frederick opened the public hearing.

No one signed up to speak.

**a. 3<sup>rd</sup> Reading of 2021-15** An ordinance to approve the execution and delivery of a development agreement between the County and Project Cheswick/Stanton and other related matters.

**b. 3<sup>rd</sup> Reading of 2021-23** An ordinance To Adopt The Utility Development Agreement Regarding Construction, Financing And Ownership Of Wastewater Collection, Treatment And Discharge Facilities.

Interim Chairman Dr. Frederick closed the public hearing.

**6. Ordinances/Resolutions/Proclamations**

**a. Proclamation to Honor and Commend John Agee of Richburg's Fire Department.**

Chester County Council recognized Mr. Agee for over forty years of continuous service to Chester County communities. He became the first fire chief for the Town of Richburg in 2004

until his retirement December 14<sup>th</sup>, 2021. He helped implement the Eckman Study for improvements to add a rescue truck, new fire station, new substation, he also was the first full time firefighter for his district.

**b. Proclamation to Honor and Commend ASO of the Chester County Sheriff Office.**

Chester County Council and Chester County Sheriff's Office recognized K-9 Sheriff Deputy Aso for seven years of dedicated and heroic service to the Chester County community. Throughout his time with the Sheriff's Office, he and his handler Corporal Ford worked on numerous captures of criminals.

**c. Resolution to provide for the gifting of a service weapon to Shawn Campbell.**

Chester County Council allowed Sergeant Shawn Campbell to retain his weapon he used during his career with the Chester County Sheriff's Office in exchange for a payment of \$220.86 provided he completes the requisite documentation for the transfer of a Glock 23, .40 caliber, serial number XKK573.

- d. 3<sup>rd</sup> Reading of 2021-15 An ordinance to approve the execution and delivery of a development agreement between the County and Project Cheswick/Stanton and other related matters.** Bond Attorney Michael Kozlarek stated the parcels that were rezoned included the development agreement that basically the planned development district the development and would include use for public space. Essentially a public facility would include multifamily housing, single family housing and green space. On a separate and adjacent parcel commercial use as well, although not technically part of this development agreement. It is the same developer and part of the same overall development. It does appear to be otherwise compliant with the county's general development ordinance, which was adopted towards September of last year, and again otherwise appears to be compliant with state law and title six.

Councilman Jordan asked if this agreement in case of assignment if the developer retained all the development obligations.

Mr. Kozlarek stated that was correct the form of this agreement was done identically to a prior agreement, the only changes in this development was the terms of setbacks, minimum densities the overall concept is identical.

Councilman Wilson asked about the development fee amount for each single-family unit that would be paid at the time of the building permit.

Mr. Kozlarek stated the fee was \$1500 for each home. He stated there would be 108 low density homes, 450 medium density homes, 200 town homes and 240 apartments.

Councilman Wilson asked about the performance bond.

Attorney Winters stated that would come from building and zoning, the developer through the code of ordinance is required to obtain one. Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.

e. **3<sup>rd</sup> Reading of 2021-23 An Ordinance To Adopt The Utility Development Agreement Regarding Construction, Financing And Ownership Of Wastewater Collection, Treatment And Discharge Facilities.** Attorney Winters stated at the present time the document was not subject to the Freedom of Information Act, because all parties have not had their readings and votes. It was not subject to change, other than a Scriveners error if there was one. The Town of Fort Lawn will have their second reading tomorrow and Lancaster Water District will have their third and final reading next week. Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.

f. **2<sup>nd</sup> Reading of 2022-3 Ordinance Authorizing, Pursuant To Title 12, Chapter 44, And Title 4, Chapter 1 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee-In-Lieu Of Ad Valorem Taxes And Special Source Credit Agreement By And Between Chester County, South Carolina, And Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other Project Companies (Collectively, "Company"); Providing For A Fee-In-Lieu Of Ad Valorem Taxes Incentives; Modifying A Joint County Industrial And Business Park Of Chester And York Counties So As To Enlarge The Park; The Provision Of Special Source Revenue Credits; And Other Related Matters.** Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.

g. **2<sup>nd</sup> Reading of 2022-4. An Ordinance To Increase Adoption Fees for Chester County Animal Control.** Councilman Wilson motioned to approve by increasing the adoption fee for dogs to \$50.00 and \$35.00 for cats, second by Councilman Vaughn.

Councilman Wilson stated the current amount was \$25 for dogs and \$20 for cats, the request was \$75.00 for a dog and \$50.00 for a cat. He proposed cutting the request in half so there wouldn't be any adverse effects in slowing the adoption rate down by making it higher.

Animal Control Director Kelli Simoneau stated Fairfield charges \$85, Union \$75 while Lancaster County charges \$200.00. Any increase would help but she wanted Council to know the animals are spayed and neutered. The animals here are leaving with two rounds of vaccinations, microchipped, and altered. It cost the shelter around \$140 for dogs and \$125 for cats, she would take what she could get but stated it would not be an impact from what she had seen. People from Columbia and Lexington are driving up to adopt because it is so cheap, but they also give donations.

Councilman Wilson stated a moderate approach to the increase would be best in his opinion, this was second reading so there would be an opportunity for more community feedback. He appreciated the good information that was provided. Vote 3-2 to approve. Vice Chairman Branham and Councilman Vaughn opposed.

h. **1<sup>st</sup> Reading in Title Only An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development.**

Attorney Winters stated she and Planning Director Mike Levister had been working on the ordinance to end the moratorium to be able to tweak some of the verbiage in the ordinance, that Council have had concerns about. They were trying to meet the forty-five-day moratorium deadline that would end April 8<sup>th</sup>. A workshop with Charlie Compton has been planned for March 29<sup>th</sup> at 8:30 am with a special called meeting for the second reading after. Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote 5-0 to approve.

**7. Old Business**

**a. Discussion to extend or remove the suspension of certain rules of procedure relating to electronic attendance at Council meetings. - County Council.**

Attorney Winters stated she was in the process of rewriting the rules of procedure to change over to the administrator form of government. She thought this would be a good time for council to insert language that would provide for electronic attendance. Especially through the times of Covid meeting virtually was beneficial. She cautioned Council to do this a few times a year in case of illness or out of town or certain exceptions. She stated she would present a draft for the next meeting.

**b. FROM CCTC 3-21-2022**

**1. Action taken regarding County Road Department reimbursements/deductions adding \$180.93 from the November 15, 2021 meeting and deducting \$275.07 from the January 4, 2022 meeting. Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.**

**2. Action taken to reimburse the Road Department for County Road maintenance from December 7<sup>th</sup> 2021 to March 2nd, 2022 in the amount of \$19,996.53 dollars. Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve.**

**3. Action taken regarding accepting Georgetown Road into the County Road System. Councilman Vaughn motioned to accept Georgetown Road into the County Road system the end portion of Georgetown Road that was not part of the SCDOT section of the road, second by Councilman Jordan. Vote 5-0 to approve.**

**8. New Business**

**a. Council to consider allowing EMA to use existing unused grant match funds in the amount of \$31,000 for other EMA projects. EMA Director Ed Darby. Vice Chairman Branham motioned to transfer the money to other EMA projects, second by Councilwoman Guy. Vote 5-0 to approve.**

**b. 1st Reading of CCMA22-01 Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2). Planning Commission voted 6-0 to approve. Councilman Jordan motioned to approve with a reverter clause, second by Councilman Wilson. Vote 5-0 to approve.**

**c. Discuss the Richburg Fire District Study- Councilman Jordan.**

Mr. Nelson stated there was many facets of the department other than just responding to fires. They make sure the equipment is operational, having the right training and making sure they have the funds to respond. They focused on the firefighters, the men and women of that department, the number of calls they run. He stated in 2005 they ran around 300 calls, last year they ran around 1200 calls. So, you can imagine that was a lot. That was all taken into consideration, but a couple of main points are that, you know, from an apparatus from a facility standpoint the district is in fairly good shape. The difficulties were on the call volume and the and the pressure on the fire of

the men and women of the Department to respond all the time to many of those calls. He thought council and the district have worked together, they put two firefighters in place Monday through Friday, eight to five, and that that was a good decision. I think even evaluating the calls from last year, a 47% of the calls were taking place during that time period, but at least 53% of the time, you know are at nights in the evenings and the weekends. And many of those calls are run by the same folks. You have the same active firefighters that sometimes work 24 hours and on multiple calls. I think to kind of reiterate that this past 36 hours there's been three fatalities in the district to motor vehicle accidents. One of the major identifiers of this study was the need to place firefighters there on shift 24/7 365 days. And he thought that would be a good step. We're not asking for a full Fire Company. What we're saying is, the times have changed. We've gone from a completely volunteer department. We're going to much like other departments around the nation in the Grow hydrotherapy are going to then a hybrid department where you have paid and volunteer. And then eventually I think that you'll see as it's happening in your county. We're going to a full time, you know, paid department completely. He knew that graduates can't do that overnight. Can't place that burden on the taxpayers. He thought that this is the first step and the gradual step to get there and match those calls to those responses that are required to do that. So that's the one of the major action items in this study. I think we ended up with 38 total action items. Many of those to organize within the department itself no additional funding, or monies are needed. They went through it again, those five categories to identify where they can improve, where do they want to be what do they want to achieve and how do they get there.

He thought this was probably the major one, Councilman Jordan, I think you spoke at a council meeting, several meetings ago talking about this very need about we're going to have to look at the rural fire departments and say, what do we have in place? How are we making sure that we're not burning out the volunteers that are there? How are we going to look at that from a financial standpoint of how we are going to do this, so this is probably the first step in that and bringing this to light and bringing it in and really kind of documented in a way that is organized and thoughtful.

Councilman Jordan stated there were at least three items that the recommendation was the need is immediate, the first one was the need for at least three additional firefighters and that would be one per shift. The estimate was around \$210,000 a year and asked what it covered.

Mr. Nelson stated it covers the base salary of the firefighters that covers their fringe benefits, if you make X dollars, there's an employer piece of that that must go in that place. And that's about 36 to 38% right now, is what they were estimating the other cost onto that is when once we put those firefighters on staff, we must supply them with training that's paid. When they're out sick, we must cover those shifts, and we have to pay those folks that have to cover those shifts. There's some holiday pay in there as well.

Councilman Jordan asked if that include outfitting those three.

Mr. Nelson stated it did include the base uniforms.

Councilman Jordan stated you can always use more. But that would be the first step that you're proposing.

Mr. Nelson stated in conversations with the folks at the fire department to Chief Agee, Chief Melton and Chairman Steel and in other departments they have gone through that same process.

Councilman Jordan stated another one of your items was a lower market rate for the USDA loans and that your projections for savings was pretty significant.

Mr. Nelson stated they started the study last year. There had been quite a number of changes in the market. They were trying to and had conversations or at least emails back and forth with Mr. Kozlarek, about how they can do that from a repricing standpoint. He knew that's a big thing in the in the cooperative because they're financed through USDA as well. And there's some struggles to get there. But there on a time clock, so he thought what we're seeing now, obviously the Fed's raised the rates 25 basis points last week, they anticipate that to go again, either 25 basis points or 50 basis points soon. He thought that is a fleeting opportunity at this point. He thought they need to have a plan in place if the rates do go down because I think we're in a changing world right now. The rates do come back down we need to have a plan in place where we can attempt to reprice those and that may require and based on conversations with Mr. Kozlarek and others, that they may have to be combined with other additional monies that the county is going after. A pre pricing is very hard to do on its own. Typically, it goes in with other dollars.

Councilman Jordan stated your third item for immediate need was adjust the fee schedule for EMS unit. And that would add about another \$7500 per year.

Mr. Nelson stated when those units started charging for the services for the EMS side of the house it's a matter of indexing against the Medicare Medicaid reimbursement costs. And that's typically the standard of what other departments that are doing the same thing. They try to index against that. His recommendation to the department was to move to that current price that current fee structure and then index that against the Medicare Medicaid reimbursement limitations, which is Federally set.

Councilman Jordan asked what he anticipated if the three additional firefighters would actually help with the response time.

Mr. Nelson stated he thought it would, if you break down the call volume with 47% being Monday through Friday eight to five where you already have two firefighters in the building. There is a there's a quicker response during that time period, obviously. And we I do anticipate that the response time and the weekends or the evenings would be less because of their station there. But I think the other important item is not just the response time is the burnout of those firefighters that are there. He could tell you from experience there's the sense of duty and responsibility to respond whether you're in Rock Hill or Lancaster or whatever. Some of those firefighters don't want to leave the area if they know you can't take



time off. Even if they're not responding to a call, they're limited on their ability because they feel this obligation and duty to the community.

Councilman Jordan stated he had looked at the numbers for the firefighters. You've got a handful of firefighters in Richburg that have run over 1000 calls, and several others that are closing in on that.

Mr. Nelson stated as the growth continues, he was not sure what Fort Lawn was doing and not sure what Lando Fire Department was doing. He thought eventually the county needs to look at it. The entire county is being impacted. Richburg obviously has been impacted first, because of the growth in that district. With other things growing and on the eastern side of the county, he thought this was going to be a recurring theme

Councilman Vaughn stated the thing that he really was impressed about was the strategic plan that it also took in growth in other areas. And the fact that growth that we have, it's a common theme and area and other areas that rely on volunteer organizations. This gives us a sensible, logical, doable way of funding the things that Richburg needs and thinks it's a good roadmap for the rest of the county to reapply as growth goes on in other places. I really commend you and Richburg for producing this. This is going to be a valuable document for the whole county, hoped the County would stick with this kind of activity as a county and look at the growth that will go on. Taken as information.

## **9. Boards and Commissions**

### **a. Appointment to the Gateway Steering Committee-County Council.**

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

## **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 project 21100. Attorney Winters.
- b. To receive legal advice regarding personnel matter on Administrator. Attorney Winters.
- c. To receive legal advice regarding the Library Board. Attorney Winters.
- d. ~~To receive legal advice regarding American Rescue Plan payment. Attorney Winters.~~
- e. To receive legal advice regarding the Detention Center. Attorney Winters.

## **11. Council Actions Following Executive Session**

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

### **a. Action taken regarding legal advice for project 21100. Taken as information.**

### **b. Action taken regarding legal advice for personnel matter on Administrator.**

Councilman Jordan motioned the County move forward with a firm in Charleston called "Finding Great People" to begin the process for the hiring of the new administrator for the new form of government, second by Vice Chairman Branham. Vote 5-0 to approve.

**c. Action taken regarding legal advice of the Library Board.** Taken as information.

**d. ~~Action taken regarding legal advice of the American Rescue Plan payment.~~**

**e. Action taken regarding legal advice of the Detention Center.**

There was no action taken. Councilman Wilson stated a firm will do soil samples underneath the sinking Detention Center to help develop a plan of action to correct the problems. The cost would run around \$6000; the Sheriff has some funding available to use.

**12. Council Comments-** None

**13. Adjourn**

Councilman Jordan motioned to adjourn, second by Councilwoman Guy,  
Vote 5-0 to adjourn.

Time: 8:50 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.

**SPECIAL CALLED**  
**CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Tuesday, March 29, 2022 at 9:30 AM**

**Minutes**

**Present:** Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Killian, Councilman Vaughn, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Ordinance**
  - a. **2<sup>nd</sup> Reading of 2022-5 An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development Regulations.**  
Councilman Vaughn motioned to approve, second by Councilwoman Guy.

Councilman Wilson stated through the workshop that was presented earlier by Mr. Charlie Compton the details of the ordinance he presented was very helpful. This would be the right direction to address some of the concerns Council had.

Attorney Winters stated the ordinance would amend the current set up for some of the sections of the zoning and land development ordinance, it was being done in order to lift the moratorium. It was the intention of the County to review the entire zoning and land development ordinance and revamp the entire addition, so the application, parcel, access, and open space interim actions were to help end the moratorium.

Vice Chairman Branham stated this was just the starting point and enough to lift the moratorium on building restrictions.

Interim Dr. Frederick thanked staff who worked with Mr. Compton by providing directions based on the research and examples that Mr. Compton provided.  
Vote 6-0 to approve.
3. **Adjourn**-Vice Chairman Branham motioned to adjourn, second by Councilman Jordan.  
Vote 6-0 to adjourn.

**CHESTER COUNTY  
ORDINANCE NO. 2022-3**

**AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, AND TITLE 4, CHAPTER 1 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND LAST STEP RECYCLING, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES; MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES SO AS TO ENLARGE THE PARK; THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act") (collectively, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, with respect to a project; (iii) to permit investors to claim special source revenue or infrastructure credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, pursuant to the Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"), the County and York County entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented, collectively, "Park Agreement") whereby the County and York County agreed to develop a joint county industrial or business park eligible to include property located in either the County or York County ("Park");

WHEREAS, Section 1.01 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property;

WHEREAS, Last Step Recycling, LLC, a Georgia limited liability company authorized to transact business in the State, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company"), proposes to invest in, or cause others to invest in, the establishment or expansion of an automotive shredder residue recycling facility in the County ("Project"), which the Company expects will result in the investment of approximately \$42,000,000 in taxable property;

WHEREAS, the County, having determined that an enlargement of the boundaries of the Park would promote economic development and thus provide additional employment and investment opportunities within said the County and York County, desires to enlarge the boundaries of the Park to include therein certain property, as described in greater detail on the attached Exhibit A and located in Chester County ("Project Property");

WHEREAS, pursuant to an Inducement Resolution dated as of March 7, 2022, the County identified the Project as a “project” as provided in the Act;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee and Special Source Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for FILOT payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period, and which provides for Special Source Credits of fifty percent (50%) to be applied to reduce the first five (5) FILOT payments required to be made with respect to property comprising the Project; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

**Section 1. *Statutory Findings.*** Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

**Section 2. *Authorization of Fee Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Fee Agreement is authorized, ratified, and approved.

**Section 3. *Approval of Form of Fee Agreement.*** The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Interim Chairman of the County Council/County Supervisor, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of the Fee Agreement now

before this meeting.

**Section 4. *Enlargement of the Park.*** The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the Project Property in the Park, is authorized and approved.

**Section 5. *Authorization for County Officials to Execute Documents.*** The Interim Chairman of the County Council/County Supervisor, and the Clerk to County Council, for and on behalf of the County, are each authorized and directed to do any and all things reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 6. *General Repealer.*** All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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**CHESTER COUNTY, SOUTH CAROLINA**

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Interim Chairman/Supervisor  
Chester County Council

(SEAL)  
ATTEST:

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Clerk to Council

First Reading:           March 7, 2022  
Second Reading:        March 21, 2022  
Public Hearing:           April 4, 2022  
Third Reading:          April 4, 2022

**EXHIBIT A**

**DESCRIPTION OF PROJECT PROPERTY**

Tax Map Nos. 0079-00-00-062-000 and 079-00-00-061-000



**EXHIBIT B**

**FORM OF FEE AND SPECIAL SOURCE CREDIT AGREEMENT**

**[see attached]**

FEE AND SPECIAL SOURCE CREDIT AGREEMENT

Between

CHESTER COUNTY, SOUTH CAROLINA

and

LAST STEP RECYCLING, LLC

Effective: April 4, 2022

RECAPITULATION OF CONTENTS OF  
FEE AND SPECIAL SOURCE CREDIT AGREEMENT  
PURSUANT TO S.C. CODE ANN. §12-44-55(A)

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

## FEE AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE AND SPECIAL SOURCE CREDIT AGREEMENT (“Fee Agreement”) is made and entered into effective April 4, 2022, by and between CHESTER COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Chester County Council (“County Council”) as the governing body of the County, and LAST STEP RECYCLING, LLC, a Georgia limited liability company (“Company”).

### RECITALS

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

2. Sections 4-1-175 and 12-44-70 of the Code (as such term is defined below) authorize the County to provide special source revenue credits (“Special Source Credits”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “Infrastructure”).

3. The Company (as a Sponsor, within the meaning of the Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an automotive shredder residue recycling facility in the County for the manufacture and distribution of various metal and recycled products.

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

5. Based on the representations of the Company, the County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the number of jobs created, and the anticipated costs and benefits to the County.

6. The County identified the Project as a “project” for purposes of the Act by resolution, adopted March 7, 2022.

7. An Ordinance that the County Council adopted contemporaneously with the effective date of this Fee Agreement (“Fee Ordinance”) authorizes the County and the Company to enter into a fee agreement that classifies the Project as Economic Development Property under the Act, provides for the payment of fees in lieu of taxes, and provides for application of Special Source Credits to reduce the fees in lieu of taxes otherwise payable with respect to the Project with respect to certain property tax years, all as further

described herein.

8. The Project is located, or, if not so located as of the date of this Fee Agreement, the County intends to use its best efforts to so locate the Project in the Industrial Development Park (as defined herein) or another joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into in pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the “Park Act”).

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

### **DEFINITIONS**

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

“Act” shall mean Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the each of the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act or a collective investment, among the Company and all other Sponsors and Sponsor Affiliates, of at least \$5,000,000.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase of this Fee Agreement is placed in service, which date must not be later than the last day of the property tax year which is 3 years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Last Step Recycling, LLC, a Georgia limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

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

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

Agreement.

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

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company or any Sponsor Affiliate for the purposes described in Section 2.2(b) of this Fee Agreement.

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

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

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” “FILOT Payments,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein under Section 4.1.

“Fee Agreement” shall mean this Fee Agreement.

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

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) of this Fee Agreement.

“Industrial Development Park” shall mean the joint county industrial / business park governed by the Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented).

“Infrastructure” shall have the meaning given such term in the Recitals to this Fee Agreement.

“Investment Commitment” shall mean, with respect to the Project, investment by the Company and all Sponsor Affiliates of at least \$42,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending 5 years after the Commencement Date.

“Non-Qualifying Property” shall mean property that is not Economic Development Property.

“Park Act” shall have the meaning given such term in the Recitals to this Fee Agreement.

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2022 or thereafter. The Project shall not include, as Economic Development Property, existing buildings, and improvements on the Real Property, as of the date of the commencement of the Project by the Company, if any, and any machinery and equipment which have previously been subject to South Carolina ad valorem taxation, except as expressly permitted by Section 12-44-110 of the Act, provided, however, these items are considered Non-Qualifying Property.

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

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate, in its sole discretion, elects to remove from the Project pursuant to Section 4.6, 4.7(c) or 4.8(b)(iii) of this Fee Agreement.

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

“Special Source Credits” shall have the meaning given such term in the Recitals to this Fee Agreement.

“Special Source Credit Act” shall mean Sections 4-1-175 and 12-44-70 of the Code, and all successor statutes.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make 30 annual FILOT Payments under Article IV of this Fee Agreement with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms of this Fee Agreement, the Termination Date is the date of such termination.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement

shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

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

### **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

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

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

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

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

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

The County will take all reasonable action to include the Project in the Industrial Development Park (or another joint county industrial and business park established in accordance with the Park Act) and ensure the Project remains in the Industrial Development Park (or such other park) until the Termination Date.

The millage rate set forth in Section 4.1(b) of this Fee Agreement is the millage rate in effect with respect to the location of the proposed Project as of June 30 2022, as permitted under Section 12-44-50(A)(1)(d) of the Act.

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

The Company is in good standing under the laws of the state in which it is incorporated or organized, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.



The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date of this Fee Agreement. The Company intends to operate the Project as an automotive shredder residue recycling facility, and for such other purposes that the Act permits as the Company may deem appropriate.

The Company will use commercially reasonable efforts to ensure that its investment (together with that of all Sponsor Affiliates) in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

The Company shall use commercially reasonable efforts to invest (together with all Sponsor Affiliates) at least the Investment Commitment in the Project during the Investment Period.

## **COMMENCEMENT AND COMPLETION OF THE PROJECT**

**The Project.** The Company shall invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which investment equals at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to FILOT Payments in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV of this Fee Agreement, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Council Interim Chair/County Supervisor, after consulting with legal counsel to the County, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, removal, replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor Affiliate shall be liable for any payments pursuant to Section 4.1 of this Fee Agreement, which shall remain the Company's liability.

Pursuant to the Act, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form for Economic Development Property) to be filed with the Department (as each may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all ad valorem taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not maintain the Act Minimum Investment Requirement beyond any applicable time to cure, this Fee Agreement, the same shall be an Event of Default as provided in Section 5.1(b).

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

### **Filings and Reports.**

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

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

## PAYMENTS IN LIEU OF TAXES

### FILOT Payments.

the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, within the Investment Period.

Payments in lieu of ad valorem taxes are to be calculated as follows:

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company, and any Sponsor Affiliates, obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of 6% to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Multiply the taxable value determined in the preceding step by the millage rate of 0.4884, which shall be fixed for the length of this Fee Agreement.

The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

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

Subject to Section 6.8 of this Fee Agreement, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent of this Fee Agreement and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being

to offer the Company a strong inducement to locate the Project in the County. If any portion of the Project is deemed to be subject to ad valorem taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular ad valorem taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company had made with respect to the Project pursuant to the terms of this Fee Agreement. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT Payments and ad valorem taxes for the same property over the same period in question.

#### Special Source Credits.

In accordance with and pursuant to the Special Source Credit Act, in order to reimburse the Company and all Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and all Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's and any Sponsor Affiliates' FILOT Payments for a period of five (5) consecutive years in an amount equal to fifty percent (50%) of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to the Project (that is, with respect to investment made in the Project during the Investment Period), calculated and applied prior to any payment of any amount due to York County under the Industrial Development Agreement (or other non-host county under a substitute park agreement, if applicable).

Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Sponsor Affiliate be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. In no event shall the aggregate amount of all Special Source Credits claimed by the Company and all Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time.

Should the Investment Commitment not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County and the Company and all Sponsor Affiliates shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company and such Sponsor Affiliates, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against FILOT Payments on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the FILOT Payment due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company and any Sponsor Affiliate by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

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

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

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

Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(b) of this Fee Agreement; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company and all Sponsor Affiliates shall no longer be entitled to the incentive provided in Section 4.1, and shall therefore commence to pay regular ad valorem taxes on the Economic Development Property part of the Project.

Place of Payments in Lieu of Taxes. The Company and all Sponsor Affiliates shall make the Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Removal of Economic Development Property. Subject, always, to the other terms and provisions of this Fee Agreement, the Company and all Sponsor Affiliates, in their sole discretion, shall be entitled to remove and dispose of components or Phases of the Project from the Project with the result that said components or Phases shall no longer constitute Economic Development Property, and will no longer be

subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project.

Damage or Destruction of Economic Development Property.

Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT Payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Condemnation.

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

Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu of this Fee Agreement, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

The Company, and, as applicable, any Sponsor Affiliates, shall only be required to make FILOT Payments as to all or any part of the tax year in which the taking occurs to the extent property subject to ad valorem taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 30 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to a Sponsor Affiliate or other financing related transfers, as described in the Act.

No Double Payment; Future Changes in Legislation.

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

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

Administration Expenses. The Company shall pay the County’s legal fees incurred with the preparation of this Agreement, various conferences with County staff, and attendance at County meetings, and other related matters, in an amount not to exceed \$5,000. Such amount shall be paid within 30 days of the Company’s receipt of an invoice for legal fees, which shall contain a general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Fee Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County.

Cessation of Operations. The Company acknowledges and agrees that the County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, in the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility comprising the Project or the cessation of production and shipment of products for a continuous period of twelve (12) months.



## DEFAULT

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

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

Failure by the Company or any Sponsor Affiliates to maintain the Act Minimum Investment at the Project;

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

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

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

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

### Remedies on Default.

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

terminate the Fee Agreement; or

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

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

bring an action for specific enforcement;



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

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

Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, without regarding to any conflicts of law provisions that would necessitate the application of another jurisdiction's laws.

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

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

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

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

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source credit or infrastructure improvement credit against all FILOT Payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

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

Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

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

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

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

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

Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]

IN WITNESS OF THIS FEE AGREEMENT, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Interim Chairman/County Supervisor and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Interim Chairman/Supervisor  
Chester County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Council

**LAST STEP RECYCLING, LLC,**  
**a Georgia limited liability company**

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

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

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

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All that piece, parcel or tract of land, lying, being and situate in Chester County, South Carolina, and being located on the northern boundary of Beltline Road and being shown as Lot 14, 7.552 acres, more or less, on that Plat of Survey for Chester County Natural Gas Authority dated May 11, 2016, prepared by William V. Hipp, P.L.S. 17567, and recorded November 16, 2016, in Plat Cabinet E, Slide 33, Page 5B, Office of the Clerk of Court for Chester County, South Carolina, reference to said plat being made for a more particular description thereof.

TAX MAP NUMBER: 079-00-00-062-000

This being the same property conveyed to Last Step Recycling, LLC by deed of Chester County Natural Gas Authority dated June 10, 2021 and recorded in the office of the Register of Deeds for Chester County on June 22, 2021 in Deed Book Volume 1346 at Page 193.

AND ALSO,

All that certain piece, parcel or tract of land with any and all improvements thereon containing 50.008 acres, more or less, lying and being in Chester County, South Carolina, and being more particularly shown and described as "New Parcel Created Tract Contained 50.008 Acres" on plat of survey for Ballymena Investments, LLC prepared on September 12, 2013, by C. Buck Enfinger, PLS No. 17221, and recorded on February 5, 2014 in Plat Cabinet E, Slide 1, Pages 3 and 4 in the Office of the Clerk of Court for Chester County, South Carolina, reference to which plat is hereby made for a more particular description thereof.

TAX MAP NUMBER: 079-00-00-061-000

This being the same property conveyed to Last Step Recycling by deed of Ballymena Investments, LLC dated June 11, 2021 and recorded in the office of the Register of Deeds for Chester County on June 22, 2021 in Deed Book Volume 1346 at Page 180.

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee and Special Source Credit Agreement effective April 4] 2022 (“Fee Agreement”), between Chester County, South Carolina (“County”) and Last Step Recycling, LLC, a Georgia limited liability company (“Company”).

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

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

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

**4. Notice.** Notices under Section 6.1 of the Fee Agreement shall be sent to:

[       ]

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

**[JOINING COMPANY]**

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

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

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

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

**[LAST STEP RECYCLING,  
a Georgia limited liability company]**

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

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

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



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

**CHESTER COUNTY, SOUTH CAROLINA**

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

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

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )



Ordinance No.2022-4

**AN ORDINANCE TO INCREASE ADOPTION FEES FOR CHESTER COUNTY ANIMAL CONTROL**

**WHEREAS**, Chester County has experienced increased costs for the spaying and neutering of rescued animals; and

**WHEREAS**, Chester County has not increased the fees imposed on adoptions for dogs and cats from the Animal Shelter for some time and have not kept up with the costs incurred by the Animal Shelter; and

**WHEREAS**, Chester County must always operate in the best interest of the County and thus the taxpayer in expenditures; and

**WHEREAS**, Chester County must recognize the need for an increase in adoption fees for rescued animals, specifically for dogs from \$25.00 to \$75.00 and for cats from \$20.00 to \$50.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT:**

The Chester County Council does hereby authorize an increase in adoption fees for rescued animals, specifically for dogs from \$25.00 to \$75.00 and for cats from \$20.00 to \$50.00.

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

**Ordinance No.2022-4**

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

CHESTER COUNTY, SOUTH CAROLINA

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

Attest:

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

First Reading:        March 7<sup>th</sup>, 2022  
Second Reading:     March 21<sup>st</sup>, 2022  
Public Hearing:        April 4<sup>th</sup>, 2022  
Third Reading:        April 4<sup>th</sup>, 2022



STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHESTER )

Ordinance No. 2022-5

## AN ORDINANCE TO END THE MORATORIUM

**WHEREAS**, the South Carolina General Assembly enacted an amendment to the Code of Laws of South Carolina to incorporate therein a new Chapter 29 to Title 6 of the Code of Laws of South Carolina, 1976, as amended, entitled “South Carolina Local Government Comprehensive Enabling Act of 1994” which repealed certain previously-enacted planning acts and codes; and

**WHEREAS**, Article 7 of Chapter 29 grants local governments in South Carolina the authority to regulate Land Development to include the subdivision of tracts or parcels of land; and

**WHEREAS**, the Chester County Council has initiated a review process that will consider the possible update of existing Zoning and Land Development Ordinances; and

**WHEREAS**, the Chester County Council has adopted a Moratorium on new Planned Development applications to allow an opportunity for possible improvements to that process; and

**WHEREAS**, the Chester County Council wishes to end that Moratorium so that subdivision development may continue while this review and update process continues.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Interim County Supervisor and the County Council of Chester County, South Carolina, duly assembled, as follows:

### **Section 1. Application**

All residential subdivisions with lot sizes less than one acre shall be required to adhere to the following requirements until such time as there is a complete update of the Chester County Land Development Ordinance and Zoning Ordinance. These subdivisions shall also be allowed in all Zoning Districts which allow the location of detached residential units without having to comply with the minimum lot sizes of those Districts.

### **Section 2. Parcel Access**

All residential parcels shall be accessed from the internal road system of the subdivision, eliminating the unsafe installation of multiple driveway entrances on existing Chester County roadways and achieving compliance with the following Open Space requirement.

### **Section 3. Open Space**

At least 20 percent of the total gross land area of the subdivision shall be designated as open space. The following shall be counted toward this minimum open space requirement provided they are actually set aside on property separate from the subdivision parcels:

- a. Natural features (riparian areas, wetlands, natural ponds, streams, wildlife corridors, etc.), natural hazard areas (floodplains, floodways, etc.), and land area occupied by Low Impact Development (LID) stormwater devices;
- b. Land occupied by landscaped buffers or landscaped common areas; and,
- c. Land occupied by active and passive recreational uses such as playgrounds, jogging trails, and ball fields. However, this category of open space may only encompass up to 50 percent of the required open space.

Where relevant and appropriate, open space shall be located so as to be readily accessible with at least 50% of the open space useable by the residents. Open space shall either front on the road right-of-way within the subdivision or shall have a minimum 20-foot-wide strip of land between lots or along property lines that provides access to the open space. This access area must be useable by pedestrians and shall be counted toward this minimum open space requirement. Motorized vehicles such as motorcycles or all-terrain vehicles shall not be allowed access to the designated open space.

At least the first 30 feet from the existing road right-of-way shall be designated as open space. If existing summertime vegetation reduces visibility of the subdivision from the roadway by 50% it will be considered to meet the buffering requirements of this section. If not, additional vegetation must be added to achieve that standard. Landscaped berms may also be utilized to meet this visibility standard.

Provisions must be made for the perpetual maintenance of any open space which is accessible by the residents of the subdivision.

**Section 4. Parking**

Each residential unit in the subdivision must have space for the parking of at least three vehicles completely off of the road right-of-way. Any size garage designed as a part of the residence may count as one of those required parking spaces.

**Section 5. Setbacks**

Each residential unit in the subdivision must be located at least 25 feet from the road right-of-way, 10 feet from any adjoining parcel, and 50 feet from any adjoining property not part of the subdivision.

**Section 6. Access**

Residential subdivisions having more than 100 lots shall have at least two separate access roads. The second access point must be at least 20 feet wide, could be unpaved, and accessible only by emergency vehicles. However, if the subdivision has more than 200 lots there shall be two access roads as required by Section 5-2 of the Chester County Land Development Regulations.

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 \_\_\_\_\_, 2022.

**CHESTER COUNTY, SOUTH CAROLINA**

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

Attest:

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

FIRST READING: March 21<sup>st</sup>, 2022  
SECOND READING: March 29<sup>th</sup>, 2022  
THIRD READING: April 4<sup>th</sup>, 2022  
PUBLIC HEARING: April 4<sup>th</sup>, 2022

**Chester County Planning Commission Minutes**  
**March 15<sup>th</sup>, 2022**

**New Business**

**CCMA22-01: Alexander Ricks PLLC – Collin Brown for Applicant: MacKenzie Investment Group LLC request Tax Map #: 115-00-00-017-000 on Lancaster Highway, Chester SC to be rezoned from General Commercial (GC) to Limited Industrial (ID-2).** Collin Brown, a land use attorney spoke on behalf of the applicant, he explained the request was for conceptual intent to create a light industrial warehouse. The proposed developer for this project would be McKinsey Investment Group. The property is located on Lancaster Hwy and sits behind McDonalds. They were proposing a conventional zoning so for now he stated there was not a site-specific development plan. It would be any uses allowed in the ID2 district if approved. This site would give great access to Savannah, Charleston also a day's distance from most of the major cities on the east coast.

Chairman Raines asked since Mr. Brown stated they were not tied to any number of buildings; would it be more than one.

Mr. Brown stated there could be more than one they don't know now. Once the engineering team gets on site, they would be able to establish how many. The positive for this there would be no school impact there would be trucks coming in and out but not much on County roads. The access would be to the interstates and a good tax benefit for Chester County with a significant new employer without a lot of impact on the Counties infrastructure. No one spoke for or against the rezoning request. Commissioner Smith motioned to approve, second by Commissioner Howell. Vote 6-0 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: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 3.15.22 Case # CCMA22.01 Invoice # 4861

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 request a rezoning of the property to allow for the future development of an industrial project. The rezoning request is consistent with surrounding parcels that are zoned ID-2.

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

**Property Address Information**

Property address: N/A  
 Tax Map Number: 115-00-00-017-000 Acres: 108.9

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

**PLEASE PRINT:**

Applicant (s): Alexander Ricks PLLC - Collin Brown for Applicant: MacKenzie Investment Group LLC

Address 1420 E. 7<sup>th</sup> Street, Suite 100, Charlotte, NC 28204

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

E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): Walter R. Whitman and Alvin C. Thompson, Jr.

Address 2739 Blaney Rd. 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: Walter R. Whitman Date: 2-8-22

Applicant signature: \_\_\_\_\_ Date: 2/8/22

## Rezoning Petition Joinder Agreement

**Applicant: MacKenzie Investment Group LLC**

The undersigned, as the owners of the parcel of land that is designated as Tax Parcel #115-00-00-017-000 Chester County, South Carolina and which is the subject of the attached Rezoning Application, hereby join in this Rezoning Application.

The undersigned property owners hereby agree to the rezoning as more particularly depicted on the related Rezoning Site Plan and to subsequent changes to the rezoning site plan as part of this Rezoning Application. We hereby appoint the person named as applicant as our agent to represent us in this request for rezoning.

**Property Owners:**

**WALTER R. WHITMAN**

Signature: Walter R Whitman

Date: 2-8-22

**ALVIN C. THOMPSON JR**

Signature: Alvin C Thompson

Date: 2-8-22



**qPublic.net**™ Chester County, SC

**Summary**

Parcel ID 115-00-00-017-000  
 Property Address  
 Brief Tax Description  
 (Note: Not to be used on legal documents)  
 Acres 108.87  
 Class LA; MV  
 District 04  
 Town Code N/A

**Owner**

WHITMAN WALTER R  
 THOMPSON ALVIN C JR  
 PO BOX 10  
 RICHBURG SC 29729

**Sales History**

Sale Date	Consideration	Deed Book/Page	Plat Book/Page	Seller Name	Buyer Name
02/16/1999	\$635,016	7521 / 101	/	KALIFF CAROLINA ASSOC	WHITMAN WALTER R

**Sales**

Sale Date	Price	Deed Book	Plat Book	Grantor
2/16/1999	\$635,016	752 101	CS15 5P10	KALIFF CAROLINA ASSOC
7/23/1986	Not Available	537 0172	Not Available	Not Available

**Valuation**

	Class Code	Total Lots	Total Acres	Total Improv	Land Appraisal	Land Assessment	Building Appraisal	Building Assessment	Total Assessment
Class 1	LA	0	109.00	0	\$7,000.00	280	\$0.00	0	280
Class 2	MV	0	0.00	0	\$763,000.00	0	\$0.00	0	0
Class 3		0	0.00	0	\$0.00	0	\$0.00	0	0
Class 4		0	0.00	0	\$0.00	0	\$0.00	0	0
Class 5		0	0.00	0	\$0.00	0	\$0.00	0	0
Tax Value		0	108.87	0	\$0.00	0	\$0.00	0	280
Market Value		0	108.87	0	\$763,000.00		\$0.00		

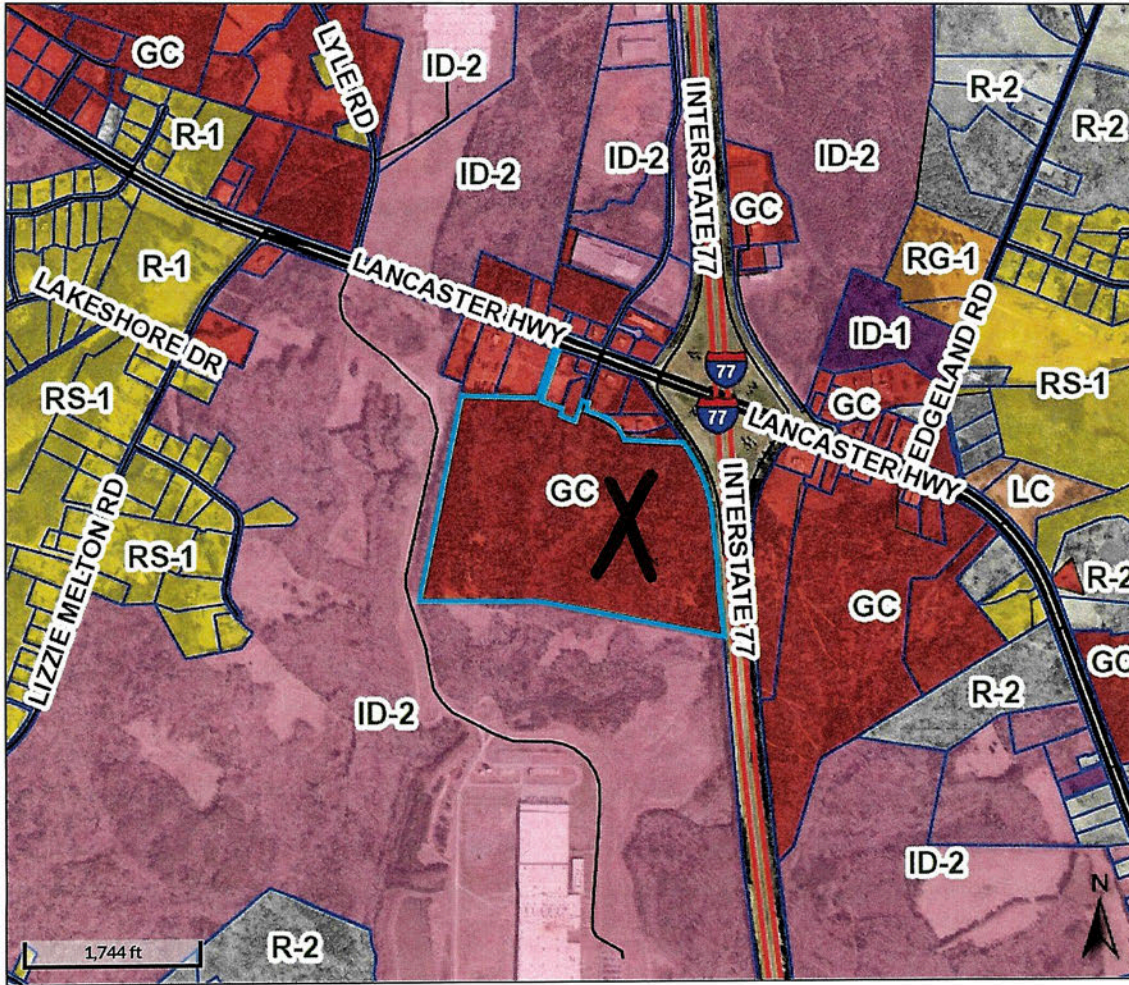
**Online Taxes**

[Click here to view the Treasurer's website](#)

**Map**



No data available for the following modules: Residential Buildings, Commercial Buildings, Ag Acreage, Ag Buildings.



Overview



Legend

Roads

- Secondary Road
- SC Highway
- Municipals
- Parcels

Chester County Zoning

- AG
- BI Basic Industrial
- C1 - Central Commercial District
- C2 - General Commercial District
- CC Core Commercial
- EDD
- GC
- GR General Residential
- HC Highway Commercial
- I - Industrial
- I1 - Industrial District
- ID-1
- ID-2
- ID-3
- LC
- LI Limited Industrial
- MF Multi-family Residential
- NC Neighborhood Commercial
- NCH Neighborhood Commercial - Historic
- PD Planned Development
- R-1
- R-2

Parcel ID 115-00-00-017-000  
 Sec/Twp/Rng n/a  
 Property Address

Alternate ID n/a  
 Class LA  
 Acreage 108.866

Owner Address WHITMAN WALTER R  
 THOMPSON ALVIN C JR  
 PO BOX 10  
 RICHBURG SC 29729

District 04  
 Brief Tax Description n/a  
 (Note: Not to be used on legal documents)

Date created: 2/9/2022  
 Last Data Uploaded: 2/9/2022 3:24:22 AM

Developed by Schneider GEOSPATIAL

- R-3
- R-4
- R10 One Family Residential
- R6 One and Two Family Residential
- R8 One Family Residential
- RG-1
- RG-2
- RIV
- RS-1
- County Boundary

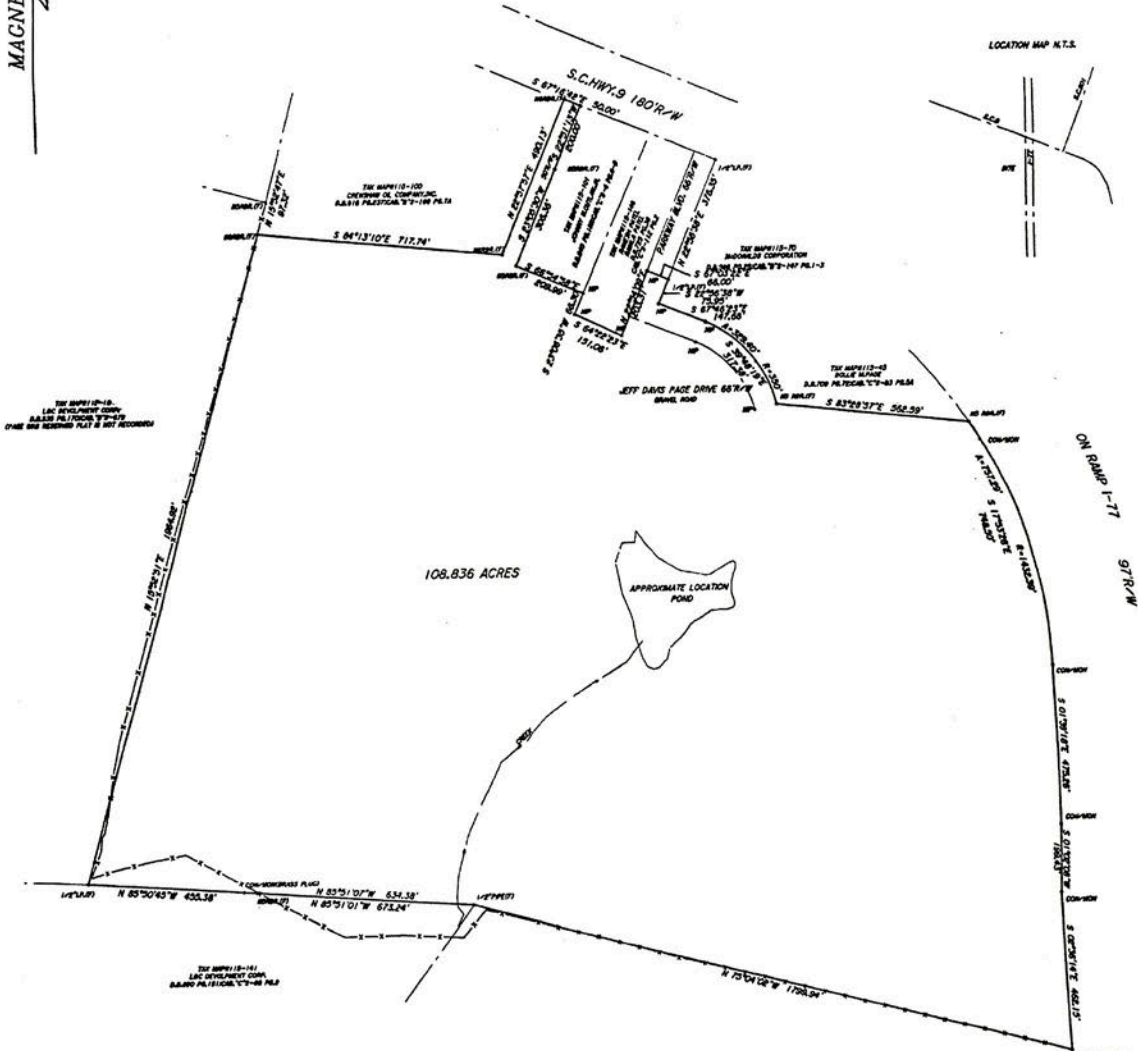
Calc Slide 155 pg. 10

PLAT OF SURVEY FOR  
 WALTER D. WHITMAN & ALVIN THOMPSON, JR.  
 BEING A 108.836 ACRE TRACT  
 LOCATED ON S.C.9  
 LEWISVILLE TOWNSHIP, CHESTER COUNTY, SOUTH CAROLINA  
 FEBRUARY 8, 1999  
 REFERENCETAX MAPS 115-17  
 D.537 PG.172

0014517 Bk: Pg: Calc Slide 155 pg. 10

FILED RECORDS INDEXED  
 02/15/99 11:41 AM  
 No. Fees 10.00 25 Feet 0.00  
 Of Feet 0.00  
 Live of County  
 Joe L. Carpenter

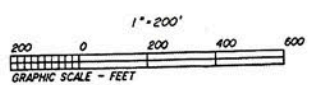
MAGNETIC NORTH



108.836 ACRES



NO NEW LOTS OR LINES ESTABLISHED  
 NOTE:  
 X - EXISTING IRON PIN  
 NIP - NEW IRON PIN  
 PK - PIN NAIL  
 RR - RAILROAD SPIKE  
 P.P. - PINCHED PIPE



HIPP LAND SURVEYING, INC.  
 3574 VICTORIAN HILLS DRIVE  
 RICHBURG, S.C. 29729  
 PHONE (803) 789 3716

THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY  
 PERFORMED UNDER THE SUPERVISION OF WILLIAM C. HIPP AND WAS  
 COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN  
 ACCORDANCE WITH THE MICHIGAN STANDARD METHOD FOR THE PRACTICE  
 OF LAND SURVEYING AS ADOPTED UNDER THE CODE OF LAND SURVEYING  
 AND THE FIELD BOOKS OF LAND SURVEYING. THE SURVEYING INSTRUMENTS  
 USED IN THIS SURVEY WERE CALIBRATED AND FOUND TO BE ACCURATE.  
 THESE RECORDS AS SHOWN, FURNISHED AND TO BE USED AS EVIDENCE  
 IN ANY COURT OF LAW. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR  
 ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE FUTURE.  
 WILLIAM C. HIPP  
 SURVEYOR

FARM APPRAISAL CARD

SOUTH CAROLINA

CARD OF CARDS

COUNTY

TAX MAP 115-0-0-17 Walter R. Whitman & Alvin C. Thompson, Jr. P.O. Box 1019 Chester, SC 29706	DISTRICT <del>107</del> 4	DATE OF APPRAISAL 11/24/92	APPRaiser JL				
TRANSFERRED FROM	Deed Book	Deed Page	Acres or Lots	Plat Book	Plat Page	Date of Sale	SALES PRICE
Federal Land Bank	268	77	219.78	410	410	11-12-35	# 700
Columbia S.C.							2800
G.P. Robinson	498	525	171			6-17-79	\$284,350.00
George M. Reid - Quant. Form	535	166				11-14-86	100
George Matouk et al - Yount	537	172	171			7-23-86	46,325.00

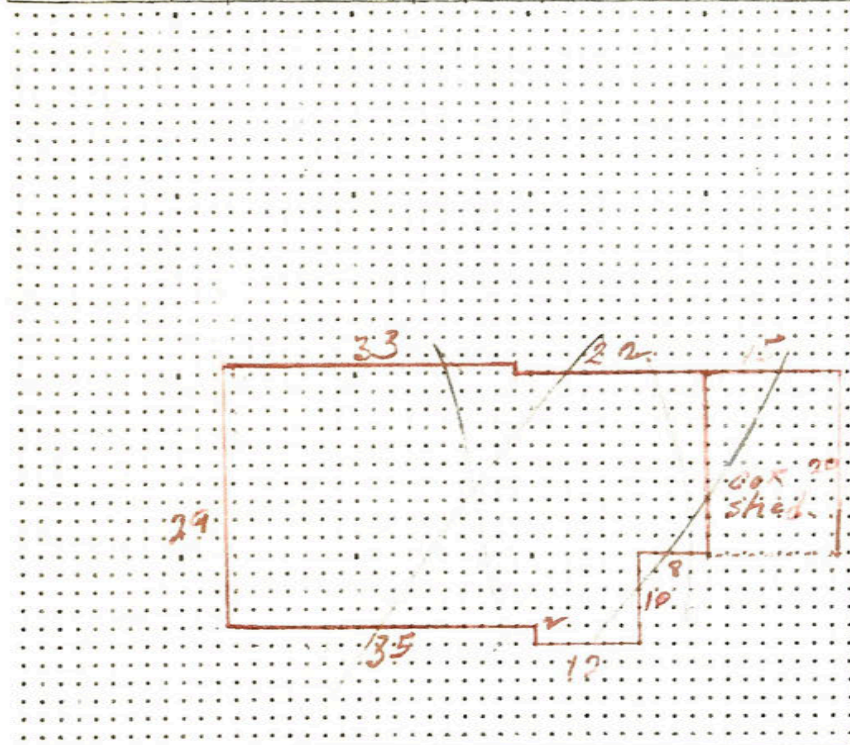
PROPERTY LOCATION Kaliff-Carolina Associates	752	101	108.36	CAB	5155	2-16-99	# 635,016.00
St., Rt. & No.	Yr. Built	Land	Econ. Rent	Cap. Rate	Remarks:		
City	Economic Life	Imp.	Expenses	Income			
Use	Condition	L. H.	Net Inc.	Cap. Rate			
Subdivision	Quality	Total	Land Inc.	Imp. Value			
Legal Description	Annual Rent	Stamps	Imp. Inc.	Land Value			
	Bldg. Permit	Old Map Ref.	Recap	Total Value			
	Mort.	File No.	Int. Rate				

STANDARD CLASSIFICATION				PROPERTY DATA				LAND VALUATION					
NEIGHBORHOOD		TRANSPORTATION		LAND IMP.		UTILITIES		CLASS	ACRES	88 MARKET VALUE		7) USE VALUE 7000	
Progressive	Paved Road	Buildings	Electricity							Price per Acre	Total	Price per Acre	Total
Static	Earth Road	Pavement	Water				1988 6C	79		37 43			13397
Regressive	Railroad	Fence	Gas				5C	5		55 60			300
Old	Water	Landscaping	Sewer				117	77		183 199			1393
New	Airport	Well	All Utilities				37	12		109 119			1428
							177	54		74 81			406
LAND								TOTAL	109				7000
Number of Acres		Number of Lots											
Per Acre Value		Number of Front Ft.											
Value for Acres		Per Lot Value											
Returned Area		Per Front Ft. Value											
Legal Area		Value for Lots											
Planimetered Area		Value for Fr. Ft.											
Total Land Value													

ESTIMATED MARKET VALUE				LAND VALUATION BY YEAR				
	Land Acres or Lots	Improvement	Total	19 97	19 03	19 99	2000	06
Number	109	2		100	109	108	109	171.00
Cost Approach								
Market Approach				742,000	599,500	728,000	599,500	763,000
Income Approach								
Correlated Value								
Assessed %				6125	7000	6,400	6,900	7000
Reviewed by		Date						

Sold 15 AC 3-21-92 # 115-0-0-37 Sold 5.68 ac to 115-0-0-99  
 Sold 17 AC to SCDAPT Sold 115-0-0-142 260 5/10/92  
 Sold 1.19 ac to 115-146 ac 7-24-97 Sold 1.06 ac to 115-0-0-10

DESIGN	OCCUPANCY	Ref. No.	Class or Type	Yr. Built	Cond.	Area	Rate	1st Cost	Additions	Replacement Cost	Dep.	Improved Cost
Ranch	Single Family		<i>III-45</i>			1533	13.79	21,140	40.75	25,235	45	13,979
Split Level	Fam. Rented											
Colonial	Fam. Duplex											
Cape Code	Condominiums											
Conventional												
Modern			<i>MILK BARN</i>			1200	100					1200
												15,079



FOUNDATION - 1		FLOORS - 4				PLUMBING - 6				TOTAL # 15,100			
Masonry Walls		Concrete	B	1	2	3	Bathroom No.						
		Earth					St. Sh. Bath						
BASEMENT AREA - 9		Hardwood					Two Fixt. Bath						
None	Full	Pine					St. Shower						
Part	Sq. Ft.	Single Fl.					Water Closets						
Finished		Asphalt Tile					Lavatories						
Rec.		Terrazzo					Kitch Sinks						
Apt.	Sq. Ft.	W. W. Carp.					No Plumbing						
Garage		Reinf. Conc.											
EXTERIOR WALLS - 2		Wood Joist											
Siding or Sheathing		Rubber Tile											
Single Siding		INT. FIN. - 5	B	1	2	3	TILING - 5						
Wood Shingles		Hardwood					Bath Fl. & Wsc.	C	1	2	3		
Asbestos Shingles		Dry Wall					Bath Fl. & Walls						
Stucco on Frame		Knotty Pine					Bath Fl. Only						
Stucco on Tile or C.B.		Unfinished					T. Rm. Fl. Only						
Face Brk. Veneer		L & P on Studs					Tub Only						
Face Brk. on Tile or C.B.		Plast. on					St. Shower						
Com. Brk. Veneer		Painted Blk.					Kit Floor						
Com. Brk. on Tile or C.B.		Panel					Kit. Wsc.						
Compo. Shingles		Acoustic Ceil					MISCELLANEOUS						
Solid Com. Brk.		Suspend. Ceil					Modern Kitchen						
Face Br. on Com. Br.							B.I. Range						
Cement or Conc. Blk.							B.I. Oven						
Reinforced Concrete							B.I. Refrig.						
Aluminum Siding							B.I. Dishwasher						
Cut Stone Facing							B.I. Garb. Disp.						
Terra Cotta Facing							Exhaust Fan						
Stone or T.C. Trim							B.I. Clothes Wash						
Party Walls							B.I. Dryer						
Plate Glass Front							Modern Bath						
ROOF TYPE - 3		ENVIRONMENTAL											
Hip	Gable	Warm Air					B.I. Vanity						
Mansard	Flat	Steam					B.I. Tub Encl.						
Gambrel		Hot Water or Vapor					B.I. Vacuum sys.						
ROOFING - 3		Forced Air					Metal Frame Sash						
Asphalt Shingles		Unit Heaters					Wood Frame Sash						
Slate		Air Cond.					Gutters						
Asbestos Shingles		No Heating					OUT BUILDINGS						
Metal Deck		Heat Pump					Wall Fdn.						
Roll Roofing		Electric					Single Siding						
Tar & Gravel		FUEL				Unit	Conv.	Double Siding					
Composition		Oil					Shingle Walls						
INSULATION - 3		Gas					Stucco On.						
Roof or Ceiling		Stoker					Cement Blk.						
Wall		Elec.					Brick						
Storm Sash & Doors		ELECTRICAL - 7											
CONDITION		Armored Cable BX					Concrete Flr.						
Int. Finish	G F P	Pipe Conduit					Earth Flr.						
Layout		Romex					Fin. Int.						
Structure		FIREPLACES - TYPE											
LOCATION		Double					Single						
		Stone											

Item No.	Area or Quant.	Unit Cost
Storage	300	9.65
Fire		
Disco		
2 Bath		4.0
Total Additions		
REMARKS		
LAND - 5,000/AC		

SALE NO.	1. 2. 3. 4.			
	Adt.			
Sales Price				
Time				
Location				
Physical Characteristics				
Size				
Adjusted Sales Price				

*DMJ*  
*GAT*  
*© NV*  
*LAND 5,000/AC*

**South Chester Fire Department**  
**2252 Columbia Rd**  
**Blackstock SC 29014**

Dr Frederick and County Council members,

The South Chester Fire Department was awarded a Forestry Grant in December of 2021. Part of the stipulations in obtaining this grant is that the county matches the amount they received, which is \$5000.00. We are aware that county council has set aside monies for this purpose and are respectfully requesting the funds. This grant will be used to purchase various Forestry firefighting equipment.

We thank the council for their continued support of the fire service.

Regards,

A handwritten signature in black ink, appearing to read "L. Eugene Hudson". The signature is fluid and cursive, with the first name "L. Eugene" and the last name "Hudson" clearly distinguishable.

L. Eugene Hudson

Chief

South Chester Fire Department

2021 VFA Equipment Request List (in order of priority)



The South Chester Fire Department would like to apply for the

Volunteer Fire Assistance (VFA) grant to purchase the following wildland firefighting equipment:

Grant period for item purchase:  
April 1, 2021 to April 30, 2022

Item	Price per Item	# of Items	Total per Item
1. Red 1" X 100 Non-Collapsible Hose	\$ 303.89	3	\$ 911.67
2. Aluminum 1 1/2 X 1" male Adapter	\$ 28.37	4	\$ 113.48
3. Yellow 1" X 50' forestry Hose 10pk	\$ 1,144.00	1	\$ 1,114
4. Akron 1" Black Forestry Nozzle	\$ 755.20	3	\$ 465.60
5. FOL DA Tank 3000 gal	\$ 2500.00	1	\$ 2500.00
6. 500 FSV Collapsible Tank with Pump	\$ 174.99	4	\$ 700.00
7. Stihl Chainsaw 18in bar	\$ 450.00	2	\$ 900
8. Stihl Backpack blower	\$ 400.00	1	\$ 400
9. Stihl HT Telescoping Pole saw	\$ 700.00	1	\$ 700
10. Wildland Helments	\$ 55.00	10	\$ 550.00
11.	\$		\$
Subtotal			\$ 8,355.15
Shipping/Freight (if any)			\$ 978.00
Estimated taxes at 7%			\$ 668

**Grand Total** (this amount will go on the VFA Form 1 as the "Total Expenses")

**\$ 10,000 .00**

Please include quotes on items if available.

★ Please round this to the nearest number- no decimals

Note: In order to receive priority for specific items (VHF radios, wildland PPE, skid unit, dry hydrant), the **MAJORITY** of the purchases MUST be of those items.

★ Briefly describe how the above mentioned item(s) will be used to enhance firefighting capacity in the Wildland-Urban Interface (WUI). Attach additional sheet if needed.

We are equipping our 2000 gallon tanker we obtained thru the Forestry Commission. We equipping this unit with a dump tank and wildland fire fighting equipment to respond not only in our district but anywhere when Requested. We are also the back-up dept for Fairfield County.

X Enzo [Signature]  
Fire Chief Signature

9-21- 2021  
Date



**2020 VOLUNTEER FIRE ASSISTANCE (VFA) GRANT**  
**SC Forestry Commission**  
**PO Box 21707**  
**Columbia, SC 29221-1707**



December 15, 2021

South Chester Fire Department  
589 Saluda Rd.  
Chester, SC 29706

Dear Chief,

The SC Forestry Commission has received authorization to distribute matching federal funds to fire departments in South Carolina under the Volunteer Fire Assistance (VFA) program through the USDA Forest Service.

**Your department has been allocated \$5,000.00.** The VFA Grant is designed for purchasing equipment and supplies to meet wildland firefighting needs. The CFDA # for this VFA grant is 10.664. The FAIN number is 21-DG-I 1083145-006. You should keep these numbers for auditing purposes.

**Receipts for equipment and supplies purchased must match that those indicated on your initial grant application (VFA Application Form 1- Grant Application) sent out in August 2021.** The Fire Department's 50/50 match can consist of:

- direct expenditures for the purchase of equipment and supplies
- costs incurred by the department for eligible Wildland Fire Training
- time spent on refurbishing or fabricating equipment (i.e., a brush truck)
- and/or dry hydrant maintenance or installation.

Time spent by volunteer work on the previous mentioned items must be documented on the VFA Allocation Fire Department Timesheet.

The enclosed forms must be completed and signed by the fire chief. **Return all forms along with paid invoices to this office by April 15, 2022. Invoices must show the check number(s) for payment(s) made.** You may be reimbursed up to one half of the amount of invoices submitted, not to exceed amount allocated for your department. **Invoices must be dated between April 1, 2021, and April 15, 2022.**

**It is highly recommended that you mail your documents using Certified Mail/Return Receipt.**

**NOTE: - FAXES/ E-MAILS WILL NOT BE ACCEPTED.**

Your assistance in providing rural fire protection, especially in the Wildland Urban Interface (WUI), is greatly appreciated and we're pleased to provide this financial support.

Sincerely,

Leslie Woodham  
VFA Coordinator  
[Lwoodham@sfc.gov](mailto:Lwoodham@sfc.gov)  
Office: (803)896-8809

facebook



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