

# **CHESTER COUNTY COUNCIL MEETING**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Tuesday, February 22<sup>nd</sup>, 2022 at 6:00 PM**

### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. February 7<sup>th</sup>, 2022 Council Minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
  - a. Needs and Assessment Hearing.
- 6. Ordinances/Resolutions/Proclamations**
  - a. Proclamation to Honor and Commend Sergeant John “Trey” Hunter III of the Sheriff’s Office.
  - b. Needs and Assessment Hearing. Grazier Rhea, Catawba Regional.
- 7. Old Business**
  - a. Council to authorize the approval to accept a \$5000 grant from the SC Forestry Commission to purchase Air compressor Cascade Fill Station and additional SCBA units with a match of \$9336.76.- Richburg Fire Chief T Melton.
  - b. Discussion regarding the Redistricting of Chester County Council Seats Utilizing Popular Data from the 2020 Federal Census in Accordance with the South Carolina Code of Law. - Attorney Winters.
  - c. Update on meeting with Charlie Compton regarding Planning & Zoning. Attorney Winters.
  - d. Discussion regarding the 90-day moratorium placed on planned development applications.
- 8. New Business**
  - a. Council to consider approving UniFirst Uniforms Services a multi-year contract in the amount of \$ 7800.00 for uniforms. - Building Maintenance Director Joe Roberts.
  - b. Approval of bond for Knightsbridge development. County Attorney Winters.
- 9. Boards and Commissions-None.**

**10. Executive Session**

- a. Receive legal advice regarding project 2184. Attorney Winters.
- b. Receive legal advice regarding project 2199. Attorney Winters.
- c. Receive legal advice regarding the Landfill. Attorney Winters.
- d. Receive legal advice regarding social media policy. Attorney Winters.

**11. Council Actions Following Executive Session**

- a. Action taken regarding legal advice for Project 2184.
- b. Action taken regarding legal advice regarding Project 2199.
- c. Action taken regarding legal advice on the landfill.
- d. Action taken regarding legal advice on social media policy.

**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 speaker will be limited to a 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, February 7<sup>th</sup>, 2022 at 6:00 PM

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

1. **Call to Order-** Interim Chairman Dr. Wylie Frederick called the meeting to order. He requested a motion to amend the agenda, Richburg Fire District Board had asked that ordinance 2021-24 under 5.b. and 6.d. be removed from the agenda. Councilman Wilson motioned to remove Ordinance 2021-24 from the agenda, second by Councilman Killian. Vote 6-0 to remove.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
  - a. **January 25<sup>th</sup>, 2022 Special Called Minutes.**  
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote was 5-0 to approve. Councilman Killian was not present and did not vote.
  - b. **January 20<sup>th</sup>, 2022 Special Called Council Minutes.**  
Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote was 5-0 to approve. Councilman Killian was not present and did not vote.
  - c. **January 4<sup>th</sup>, 2022 Council Minutes.**  
Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote was 5-0 to approve. Councilman Jordan was not present and did not vote.
4. **Citizen Comments**

Susan Helms and Chief Eddie Murphy spoke in favor of adding paid fire fighters to the Richburg area.
5. **Public Hearing**
  - a. **3<sup>rd</sup> Reading of 2021-22 An Ordinance to Approve and Adopt a Memorandum of Understanding between Chester County and the Town of Fort Lawn.**  
No one signed up to speak.
  - b. **Removed 2nd Reading of 2021-24 An Ordinance Authorizing The Issuance And Sale Of Not Exceeding \$160,000 Fire Protection District Improvement Revenue Bonds Of Chester County, South Carolina, For The Purpose Of Defraying The Cost Of Improvements To The Richburg Fire Protection District; Prescribing The Form And Details Of The Bond; Providing For The Payment Of The Principal Of And Interest On The Bond From The Revenues Derived From The Operation Of The System; Providing For The Acceptance And Administration Of Grants And Donations;**

**Creating And Establishing Certain Funds And Accounts; And Making Other Covenants And Agreements In Connection With The Foregoing; And Other Related Matters.**

- c. **3<sup>rd</sup> Reading of 2021-25 An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Library Roof). No one signed up to speak.**

**6. Ordinances/Resolutions/Proclamations**

- a. **2022-1 Proclamation to Honor and Commend Officers of the Sheriff's Offices.**

Chester County Council and Chester County Sheriffs' Office recognized Sergeant John "Trey" Hunter III, Sergeant Richard Branham, Corporal Jordan Brown, Deputy Deshaun Boyd, Deputy Marcus Beasley, Deputy Quentin Eley, Deputy Sydney Canipe and Deputy Johnny Arcila for the bravery and heroism of the Delta Patrol Shift with a proclamation for their heroic and extraordinary measures while responding to a prolonged and treacherous chase of two extremely dangerous felons for numerous crimes including murder in three different states whom courageously risked their own lives, the felons were successfully apprehended.

- b. **1<sup>st</sup> Reading of 2022-2 An Ordinance to Provide for the Redistricting of Chester County Council Seats Utilizing Popular Data from The 2020 Federal Census In Accordance With The South Carolina Code Of Law.**

Councilman Wilson motioned to approve the first reading and draft, second by Councilman Jordan. Councilwoman Guy stated she was not pleased with the redistricting of district five. To her it seemed some of the citizens and voters were taken from district five. This district had been a minority district so this will make it a toss-up district. Until she had more information she could not vote in favor of it tonight. Attorney Winters stated to her understanding the redrawing's of the lines came from the 2020 census, when people move or areas that doesn't grow the line changes. She stated the County is permitted by law a maximum of 10%, on a standard of deviation the County is at 12.58% which wasn't a huge distance. So there would be a little bit of push and pull on the lines being moved where areas has grown Council can make changes to redraw the lines but we are at the beginning so your concerns for your district would be addressed by you and Council before any final vote takes place.

Election and Registration Commission Chairman Bill Marion stated they didn't have any control over drawing the lines that was done in Columbia. They were trying to get ready for the upcoming election since filing starts March 16<sup>th</sup> for the upcoming June primary. His office needs to have the lines drawn so they can get the maps drawn, once there approved they make sure each individual house or living unit is in the correct place. He said many maps are drawn by computers which sometimes the computer would put a residence on the wrong side of the road and in a different voting district. Mr. Marion stated it was very important having the lines drawn, they take what is given to them to implement. This happens every ten years through the census, to his understanding he thought the school board lines were the same as council districts so this will affect them as well.

Councilman Vaughn stated the data received his district lost 4% of its population and asked if that was accurate.

Mr. Marion stated he didn't have the information with him, but he was surprised by how some areas grew, and some did not, that's why it is so important for everyone to be counted

because certain areas citizens did not fill out the census. Therefore, causing the loss of population, they take the figures given to them by the US Census and have no control over that. The voter registration office doesn't see the new maps until they are completed, and they have not been asked by Columbia to give any input on them.

Attorney Winters stated Council would work to move the lines to an agreeable point for every district. They then would be sent to the State, the State had told her it takes approximately five to seven days to try and get them done. Their office as well is having staff shortages due to COVID but would do their utmost to get them done. The final date to get them drawn was March 3<sup>rd</sup> to get the final map to them and to come back with any recommendations. The State wants Council to decide how they can move the line to equalize all of the districts. She stated she was trying to get someone from the Revenue and Fiscal Affairs office to come to a workshop with Council, they are the ones who draw the maps and someone from the COG. She stated in the meantime look at the maps to see what it means to your district and talk to other council members to see what can be done to give and take on the district lines.

Councilman Jordan stated the draft map was hard to see since it was so small and asked if it was possible to get it in a computer format so they could blow it up.

Attorney Winters stated it was hard to get the one they have now but would try to get bigger maps.

Councilman Wilson asked how the public could see what the initial maps would look like, so if someone was interested in running for office, they would need to have some input as to which district to run in and not be switched to another district.

Attorney Winters stated her recommendation was to put the benchmark plan and a bigger map once on the county website.

Councilman Wilson suggested having both the maps on the website by the end of the week. Vote was 4-2 to approve. Councilwoman Guy and Councilman Killian opposed.

c. **3<sup>rd</sup> Reading of 2021-22 An Ordinance to Approve and Adopt a Memorandum of Understanding between Chester County and the Town of Fort Lawn.**

Councilman Jordan motioned to approve, second by Councilman Killian.

County Attorney Winters stated the ordinance is a MOU between the County and Fort Lawn. The County approved the ARPA money coming from the federal government which approved up to \$4 million to be used for the installation of sewer for increased economic development in that area. Vote 6-0 to approve.

d. **Removed 2nd Reading of 2021-24 An Ordinance Authorizing The Issuance And Sale Of Not Exceeding \$160,000 Fire Protection District Improvement Revenue Bonds Of Chester County, South Carolina, For The Purpose Of Defraying The Cost Of Improvements To The Richburg Fire Protection District; Prescribing The Form And Details Of The Bond; Providing For The Payment Of The Principal Of And Interest On The Bond From The Revenues Derived From The Operation Of The System; Providing For The Acceptance And Administration Of Grants And Donations; Creating And Establishing Certain Funds And Accounts; And Making Other Covenants And Agreements In Connection With The Foregoing; And Other Related Matters.**

- e. **3<sup>rd</sup> Reading of 2021-25 An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Library Roof).** Vice Chairman Branham motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- f. **2022-2 A Resolution to Adopt Multi-Jurisdictional Mitigation Plan.** Councilman Wilson motioned to approve, second by Councilman Vaughn. EMA Director Ed Darby stated FEMA requires a FEMA approved hazard mitigation plan every five years in order to apply for most federal grants. Once the plan is adopted it would go back to the state and from the state back to FEMA and the process would be completed. Mr. Darby stated when applying for grants they are always asked if the county has a FEMA approved hazard mitigation plan. He stated the plan was a living document so if anything came up in the future an addendum could be made to the document. Vote 6-0 to approve.

## 7. Old Business

- a. **Discuss the final report from Moseley Architects regarding the Detention Center. Sheriff Max Dorsey.**

Sheriff Dorsey stated he wanted to talk to about the study that was returned in December. If you recall Council authorized the expenditure of funds to do a structural study of the detention facility. They employed Mosley architects to do the study. The report is in your packet, and he asked Council to review it. It's quite technical, and he would be the last person to try and explain it. He had spoken with Dr. Frederick and Miss Lee and asked to have a workshop. He stated Moseley had agreed to come down along with the engineer and the author of this report to come and explain it in detail. He said there was a lot of lot of information in it. Obviously, the bottom line is there's a \$3.7 million price tag that they've identified to be done. But there are also some other details in there. That is no guarantee that it will fix the problems. He wanted to bring this before council asked them to spend some time in reading it. And hopefully, a workshop could be scheduled very soon where that engineer can come down and Council could ask the questions that you want to ask.

## 8. New Business

- a. **Council to authorize the approval of \$52,600.00 to Carraway Construction of Sumter, SC for flooring at the Chester County Health Department. Procurement Director Susan Cok.** Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Councilman Wilson asked where the funding was coming from. Mrs. Cok stated from the one cent sales tax fund. Vote was 6-0 to approve.
- b. **Council to authorize the approval of \$70,671.00 to Mace Green Builders of Lancaster, SC for windows at the Courthouse. Procurement Director Susan Cok.** Mrs. Cok stated it should be \$75,671.00 she had typed it wrong on the sheet, she also stated it would be ten wood windows same for same. Councilman Wilson asked if Council could be given an update regarding the Courthouse projects from Mr. Hall or the engineers. Vice Chairman Branham motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.
- c. **Council to authorize the approval of \$245,596.00 to Mace Green Builders of Lancaster, SC for windows at the Chester County Museum. Procurement Director Susan Cok.** Mrs. Cok stated the windows being replaced were on the second and third floor and same for same, with asbestos being removed which was included in the price. Councilman Wilson motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

- d. **Council to authorize the approval of \$183,825.00 to SM Grading and Excavating of Jonesville, SC for off-site water and wastewater Improvements to Last Step Recycling Facility. Project Manager Kris Phillips.** Mr. Phillips stated the contract should be approved contingent upon RIA approval. This project will extend water and sewer across Ballymenia and Technology Drive to Last Step Recycling worksite. The funding would be covered completely with the RIA grant that was applied for last year and awarded. He said they would look at all the documentation process as well as the permits and then issue their approval. Vice Chairman Branham motioned to approve contingent upon RIA approval second by Councilwoman Guy. Vote 6-0 to approve.
- e. **Council to authorize the approval to accept a \$5000 grant from the SC Forestry Commission to purchase Dual Band Alerting Pagers with a match of \$5000 dollars. - Richburg Fire Chief T Melton.** Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.
- f. **Council to consider accepting State funds to hire and equip four new school resource officers for Great Falls Elementary, Lewisville elementary, Chester County Career Center and The Academy for Teaching and Learning. -Captain David Peebles.**  
 Captain Peebles stated there had been a big push from the state and Governor McMaster to place an SRO in every school in the state. In the state's budget this year they have set aside funding to achieve this. The County's portion of that was awarded was \$391.042 and will run from January 2022 to June 30<sup>th</sup>, 2022. The money would allow them to hire the four new resource officers as well as equipment to equip them with.
- Vice Chairman Branham asked if this was a one grant and would the County be responsible for the rest of the money.
- Captain Peebles stated they apply for the grant every year. Solicitation was open now for funding that would begin July 1<sup>st</sup> and would carry for another twelve-month period. They plan to apply by the 25<sup>th</sup> of this month and should know before July of this year if they would receive the grant.
- Councilman Wilson stated in the past a motion was made where it was contingent that the org chart would be changed for so long as the funding was in place and if the funding ever ceased it would have to come back to Council to see where the funding would come from. Councilman Wilson motioned to approve to change the org chart to include the four positions contingent upon receiving the funding from the state, second by Councilman Jordan. Vote 6-0 to approve.
- g. **Council to authorize the Sheriff's Department to accept a \$20,000 grant from The Chester Healthcare Foundation, no match, to be used toward the purchase of a large drone. - Captain David Peebles.** Councilwoman Guy motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.
- h. **Council to authorize the Sheriff's Department to accept a \$20,000 grant from The Lutz Foundation, no match, to be used toward the purchase a large drone. -Captain David Peebles.** Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

i. **Council to authorize the Sheriff's Department to accept a \$599,193 grant from US Department of Justice, Comprehensive Opioid, Stimulant & Substance Program with no match. Sheriff Max Dorsey.** Sheriff Dorsey stated this was the comprehensive opioid stimulant and substance abuse grant, also known as the COSAP. This helps them build a system in the detention center that approaches drug abuse problems in Chester County, completely different. This is an outside the box unconventional mechanism that they have been successful in getting some funding to do that will help people who are struggling with drug addiction that come in the jail and assist them with getting the right resources they need to get out of that lifestyle. What this grant does, it obviously gives (Sheriff Department) funds for equipment. But most importantly, it helps them create an even deeper partnership with the Hazel Pittman Center and would allow them to contract with Hazel Pittman, to employ some peer support staff, some people who have struggled with addiction and they can come in and develop some relationships with people in our jail that are struggling. And a detention center substance abuse counselor. He stated the grant is for five years with no match. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

j. **Discussion regarding the Detention Center Maintenance Problems- Detention Center Director Wayne Alley.** Director Alley stated during the inspection of the bathroom the plumber found fifty-two feet of drain that needed to be dug up and replaced with the estimated cost of \$16,684.21. The inspector saw during the inspection one of the old water heaters was not functioning, both heaters were old so the lines would have to be replaced also, that cost was \$28,500. Director Alley stated in 2021 they were approved on the rolling stock bond and asked if they could combine the two projects to address the water issues which would leave them with a \$6580 difference they plan on trying to use some of their savings, if not they would come back before Council to ask for reallocation.

Treasurer Tommy Darby stated it had been discussed it could be potential savings in their budget, if not they could use grant match the Sheriff had received where no match had been required. Those funds could be reallocated but thought they could find \$7000 to finish the project. Councilman Wilson motioned to combine the two rolling stock projects, second by Councilman Jordan. Vote 6-0 to approve.

k. **Discussion regarding funding for additional firefighters, in the light of new development. Councilman Jordan.**

Councilman Jordan stated as new industry and development coming to Chester County the call volume Richburg, Lando and Fort Lawn have risen. The problem is when a firefighter goes on an interior call, they have National Fire Protection Association and OSHA standards that require two fire fighters inside and two outside. Currently they don't have the manpower to meet those requirements. Right now, there are multiple fire departments covering a fire because its insufficient manpower to cover that leaves other parts of the county vulnerable. He had spoken to Dr. Frederick to see if budgeting for additional firefighters could be included when he and Treasurer Darby started working on the budget.

Councilman Vaughn stated he had spoken to a county firefighter who suggested Council looking at how Lancaster County approached this since they had a similar situation with the lack of volunteers. They hired four or five full time firefighters under Rural Fire and developed a system where the fire fighter moved to each fire department on a regular basis also with helping with maintenance.



Councilman Jordan stated the districts hands were tied with regards to raising the millage due to Act 388.

Treasurer Darby stated currently each department has their budget packets which are due February 25<sup>th</sup>. They would start having budget workshops with Council around March or April.

Councilman Wilson stated each fire department has their own different needs we need to look across the whole county making sure to try to fill them. In this area it would need full time firefighters, but other districts may have different needs. Some of the districts are not seeing much growth and asked Dr. Frederick to gather data on how many calls each department is receiving along with any other information. This would make it easier for Council to put this plan together to work toward having a better system for growth in certain areas.

**I. Discussion regarding solar lights along Lancaster Hwy in Richburg. -Councilman Jordan.**

Councilman Jordan stated from the one cents sales tax funding was established to fund high mass lighting to cover the same area where the solar lights are. He would like to see the current solar lights be utilized in other parts of the county, like Fort Lawn who had mentioned using them for trails also the Town of Richburg had asked to use them in their park or any other Town in the county. As the County transition to different lighting at exit 65 he wanted to utilize the solar lights in other parts of the county.

Building Maintenance Director Joe Roberts stated currently there were 14 solar lights that were in need of repair. To replace the batteries, damaged heads and damage to the panel he estimated it would around \$12,000 dollars to get them back to operation again. His department could remove and deliver them to the location as well.

**9. Boards and Commissions-None**

**10. Executive Session**

Councilman Jordan motioned to go into Executive Session, second by Councilwoman Guy. Vote 6-0 to approve.

- a. Receive legal advice regarding Parks & Recreation Department and Advisory Commission. - Attorney Winters.

**11. Council Actions Following Executive Session**

Councilman Wilson motioned to come back to regular session, second by Councilman Killian. Vote 6-0 to approve.

- a. Action taken regarding legal advice of the Parks & Recreation Department and Advisory Commission. Taken as information only.

**12. Council Comments**

Councilwoman Guy thanked all the officials, the state, county, school board, churches and the communities that came out to the Martin Luther King parade despite the date being changed.

Councilman Wilson he appreciated the proclamation that recognized the officers for their bravery and work. He thanked the Sheriff's office for applying for grants also thanked the Lutz and Healthcare foundations for giving the grants to the County. He was very impressed with the Chester Aquatic & Fitness Center formerly the YMCA.

Councilman Killian wished his mother a happy birthday.

**13. Adjourn**

Councilwoman Guy motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

**Time: 9:00PM.**

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.



**MEMORANDUM**

**TO:** Supervisor Wylie Frederick  
Chester County Council

**FROM:** Grazier Rhea, Catawba Regional Council of Governments

**DATE:** February 17, 2022

**SUBJECT:** Needs Assessment Hearing

In order to apply for Community Development Block Grant funds, localities must complete a needs assessment process to gather input from citizens concerning the community needs.

The County will hold a Needs Assessment Hearing at 6:00 p.m. on Tuesday, February 22, 2022. At this hearing, Catawba Regional Council of Governments staff will present the identified community needs and receive additional comments concerning the current needs, especially as they relate to the low and moderate income persons in Chester County.

Attached is a list of the needs that were identified in the 2021 Needs Assessment. This can be used as a guide to identify Chester County's community needs for 2022. This list will be updated at the hearing on January 18.

Also attached is an overview of the proposed use of Community Development Block Grant funds for the 2022-2023 program year. The next funding round for the Community Development Block Grant program is April 15, 2022, and applications must be requested March 14, 2022. Infrastructure projects will be eligible in the spring funding round. Community Enrichment, Neighborhood Revitalization and Special Projects applications will be due September 16, 2022, with application requests due on August 15, 2022. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

For additional information, please contact Christine Schwartz, Angela Kirkpatrick, Eleanor Mixon, or Grazier Rhea, with Catawba Regional Council of Governments, at 803-327-9041.

# CHESTER COUNTY, SC

## PRIORITIZED COMMUNITY NEEDS

**MARCH 2021**

The following lists the top priority needs of Chester County:

1. Upgrade water, sanitary sewer, and storm sewer infrastructure and services in low and moderate income areas including infrastructure upgrades in the, East Chester, Lancaster Street, Saluda Street, and McClure Street areas in the City of Chester, and storm drainage in the Cedar Grove area of Chester County. This also includes the upgrade of the Sandy River Wastewater Treatment Plant.
2. Address slums and blighted areas. This includes the clearance of Brownfield areas as well as the following abandoned mills: Great Falls Mill Numbers 1, 2 and Number 3, Eureka Mill, and the Gayle Mill. This also includes the demolition of dilapidated buildings and residences in low and moderate income areas.
3. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
4. Renovate or construct the following facilities:
  - Facility for the joint location of services to include SC DHEC, SC Works, and the Chester County Board of Disabilities and other agencies
  - County recreation complex
  - County jail
  - Park and amphitheater for the Town of Fort Lawn
  - Landfill expansion
  - Upgrade of recycling centers
  - Construct a new county animal shelter
  - Upgrade the YMCA Building
5. Create a strategic plan for housing
6. Support additional Chester County Library facilities to provide education and training for low and moderate income citizens in order to enhance employment opportunities.
7. Expand water, sanitary sewer, and storm sewer services to low and moderate income areas currently not being served.
8. Construct and upgrade of infrastructure to promote economic development through the expansion of existing industries and location of new industries.
9. Extend water, sewer, and other infrastructure services to affordable housing sites in order to promote housing opportunities for low and moderate income persons.
10. Extend water and sewer along the I-77 corridor, including the SC Highway 97 interchange from Richburg.
11. Implement improvements to make the I-77 and SC Highway 9 interchange less dangerous, including the addition of turning lanes.
12. Upgrade sidewalks to include Ashford Street from Ella to the J.A. Cochran Bypass, the area from Parkway Avenue to the J.A. Cochran Bypass, York Street, the Gayle Mill neighborhood, Brendale Street, areas along J.A. Cochran Bypass, and sidewalks in the Town of Fort Lawn.
13. Continue to further fair housing in Chester County.



## COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2022 – 2023

The following is a summary of the proposed uses of CDBG funds for the 2021-2022 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated \$21.1 million from the U.S. Department of Housing and Urban Development (HUD) in 2022.

State CDBG grants are awarded to eligible local governments that are not “entitlement areas”. All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities, and a suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development, and Regional Planning. There will be \$16.9 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Special Projects and Public Services, and “Ready to Go”. Following is a description of each of program.

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## **I. Community Development**

### **A. Community Infrastructure**

**Funds Available:** \$ 11,353,995

**Grant Maximum:** \$750,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)

**Grant Minimum:** \$50,000

**Match:** 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

**Eligible Activities:** Water, sewer, roads, or drainage activities.

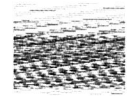
**Outcome:**

Contribute to the creation of healthy and sustainable residential communities through addressing one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards and ensure community sustainability.
2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.
3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

**Application Requests due: Monday, March 14, 2022 at 5:00 p.m.**

**Applications due: Friday April 15, 2022 at 5:00 p.m.**



## **B. Community Enrichment**

**Funds Available:** \$3,000,000

**Grant Maximum:** \$500,000 (\$750,000 for streetscape projects)

**Grant Minimum:** \$50,000 (\$25,000 for planning grants/ up to \$50,000 for infrastructure planning grants with approval.)

**Match:** 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

### **Eligible Activities:**

#### **1. First Priority – Increasing Economic Competitiveness**

- Brownfield projects or demolition of obsolete buildings.
- Downtown streetscape improvements where there is significant business activity and prior investment. Projects must include a plan for retail/small business support.
- Planning by professional engineers and architects for regional infrastructure, hazard mitigation, resiliency, and sustainability for eligible public infrastructure and facilities, brownfields clean up and redevelopment, or master drainage studies.

#### **2. Second Priority – Education and Workforce Development**

- Libraries – facilities or services (fixed or mobile) to provide expanded library services or computer equipment with broadband capability to enhance skills training and education.
- Publicly owned facilities (except operating school facilities) that offer extended educational opportunities for adult literacy, or serve at risk LMI children or youth.
- Transportation-oriented public facilities or services to serve LMI workforce populations.

#### **3. Third Priority – Safe and Healthy Communities**

- Public safety facilities and services in LMI areas - police substations or other public improvements designed to address crime prevention.
- Demolition of vacant, dilapidated residential structures to address and support crime prevention efforts in a targeted LMI neighborhood.
- Fire substations or fire trucks serving existing stations in LMI residential areas that provide significant improvement in service for in town locations or near business centers.

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- Health clinic facilities or equipment in underserved areas or multi-service centers for health or related social services.
- Public facilities modifications to ensure accessibility for disabled persons or for energy efficiency improvements for CDBG-eligible public facilities that will significantly reduce operating burdens and promote sustainability (i.e., replacing windows, upgrading HVAC, etc).
- New sidewalks in LMI areas where there is a demonstrated need for safe neighborhood foot travel and connectivity to goods and services.

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

**Outcome:**

This program is designed to fund facilities, services, and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

1. Increasing economic competitiveness
2. Education and workforce development
3. Safe and healthy communities

**Application Requests due: Monday, August 15, 2022 at 5:00 p.m.**

**Applications due: Friday, September 16, 2022 at 5:00 p.m.**

**C. Neighborhood Revitalization Program**

**Funds Available:** \$1,000,000

**Grant Maximum:** \$500,000 (\$750,000 if project includes infrastructure activities)

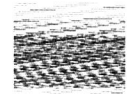
**Grant Minimum:** \$50,000

**Match:** 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

**Planning Phase**

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG Village Renaissance Plan) that identifies community needs and prioritizes activities designed to comprehensively revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible consecutive





implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

- Comprehensive needs assessment (qualitative and quantitative) and prioritization.
- Comprehensive strategies for revitalization that guide investments.
- Specific actions to prepare for implementation of revitalization strategies.
- Maps illustrating existing conditions, problems, and proposed solutions.
- Roles and responsibilities – neighborhood and local government involvement and commitment in planning and implementation.
- Time frame for implementation of all strategies, including phased activities.

### **Implementation Phases**

Implementation of comprehensive neighborhood revitalization must involve multiple activities including a public safety component. Activities must be described in the plan and may include:

- Infrastructure - water, sewer, roads, drainage
- Public facilities - sidewalks, security lighting and cameras, police or fire substations, technology, multi-service centers designed to address crime risk factors, walking trails, green space, landscaping
- Housing - infrastructure or other activities to support affordable or workforce housing; limited exterior only improvements including facades, minor repairs, energy efficiency improvements, handicap accessibility
- Demolition and clearance of vacant and dilapidated properties
- Public services - crime watch program, drug or gang education, awareness or prevention programs.

All implementation phases will be competitively selected with no guarantee of funding and must comply with applicable program threshold and citizen participation requirements.

**Application Requests due: Monday, August 15, 2022 at 5:00 p.m.**

**Applications due: Friday, September 16, 2022 at 5:00 p.m.**

### **D. Special Projects and Public Services Program**

**Funds Available:** \$1,000,000

**Grant Maximum:** \$250,000

**Grant Minimum:** \$50,000

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**Match:** 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

**Outcome:**

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

**Eligible Activities:**

These funds will be used for alternative grant activities and partnerships that meet community development needs of eligible municipalities. Special projects could historic preservation, innovation, energy conservation, parks, and trails/greenways. New or expanded public service activities are also eligible.

Projects should have significant leveraging, impact and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on State priorities listed below and the Community Development Selection Criteria:

**1. First Priority**

- Projects that impact economic development or increase economic competitiveness.

**2. Second Priority**

- Projects that address public health and safety or improve the long-term sustainability of the community.

**3. Third Priority**

- Projects that address energy conservation or historic preservation (provided use/re-use is eligible).

**Application Requests due: Monday, August 15, 2022 at 5:00 p.m.**

**Applications due: Friday, September 16, 2022 at 5:00 p.m.**

**E. “Ready to Go” Public Facilities Program**

**Funds Available:** \$600,000

**Grant Maximum:** \$500,000

(Note: A wavier will be considered for infrastructure projects addressing an urgent and compelling need, regional solution, or system-



wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)

**Grant Minimum:** \$50,000

**Match:** 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments, and documented volunteer or in-kind contributions.

**Eligible Activities:**

The project must be an eligible public facility improvement under the Community Infrastructure or Community Enrichment Program. CDBG funds are for construction or demolition costs only. Brownfields projects may be considered if significant upfront investment of local funds has been made and all other program requirements are met. Activities leading up to bidding must be complete prior to application submission. This includes project design, environmental review, acquisition, and permits. The project must be ready to bid within 60 days of grant award.

**Outcome:**

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible projects, and being cost effective.

**Applications will be accepted on an ongoing basis, based on funding availability.**

Program clarifications:

1. Projects must address an urgent and compelling need.
2. The project requires an upfront investment of local and other funds for planning, project design, and permitting that is substantially equivalent to the required 10% local match.
3. Projects must be eligible public facility improvements, and CDBG pays only for construction or demolition and administration.

## II. Business Development Program

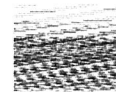
**Funds Available:** \$2,000,000

**Grant Maximum:**

- Job creation/retention \$10,000/ job
- Area economic development \$500,000
- Local goods and services:

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- Service area less than 20% poverty or 70% LMI \$350/LMI person
- Service area equal/more than 20% poverty or 70% LMI \$1,000/LMI person

**Grant Minimum:** \$50,000

**Match:** 10% local match or other equivalent contribution required. Projects to assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local government.

**Eligible Activities:**

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons.

**Outcome:**

Provision of financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy.

**General Program Requirements:**

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30-month grant period.
- A unit of local government is limited to one Neighborhood Revitalization project at a time.
- A unit of local government is limited to one open Ready to Go projects at a time.
- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested in submitting a CDBG application, contact *Grazier Rhea, Angela Kirkpatrick, Christine Schwartz, or Eleanor Mixon* at (803) 327-9041.

### **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that on Tuesday, February 22, 2022 at 6:00 p.m., in the R. Carlisle Roddey Government Complex, 1476 J.A. Cochran Bypass, Chester, SC, Chester County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Chester County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

This public hearing and the matters to be discussed are subject to the provisions of Chester County's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Chester County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizens Participation Plan is available for review in the Chester County Supervisor's Office from 8:30 a.m. to 5:00 p.m. Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizens Participation Plan may contact Dr. Wylie Frederick, Supervisor, PO Drawer 580, Chester, SC 29706 (Telephone: 803-385-5133).

Chester County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Robert Hall, Public Works Director/ADA Coordinator, PO Drawer 580, Chester, SC 29706 (Telephone: 803-581-8197), has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. Assistance will be provided to accommodate the special needs of disabled persons, upon request. Parking is available at the back of the building.

# **NOTICE OF PUBLIC HEARING**

**CHESTER COUNTY  
NEEDS ASSESSMENT HEARING  
TUESDAY, FEBRUARY 22, 2022  
6:00 P.M.**

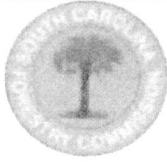
**R. Carlisle Roddey Government Complex  
1476 J.A. Cochran Bypass  
Chester, South Carolina**

**The public is invited**

**Chester County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities and economic development, particularly as they relate to persons of low to moderate incomes.**

**Public comments on community needs are welcome.**

**Call Chester County at 803-385-5133 if you have any questions concerning this public hearing. Please call Robert Hall, Public Works Director/ADA Coordinator, at 803-581-8197 if you require special accommodations. A 72-hour notice is needed.**



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



December 15, 2021

Richburg VFD  
225 N. Main St.  
Richburg, SC 29729

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@scfc.gov](mailto:Lwoodham@scfc.gov)  
Office: (803)896-8809

facebook



Follow us on Facebook and Twitter to keep up with current events:

The South Carolina Forestry Commission and the USDA Forest Service prohibit discrimination based on race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). The SC Forestry Commission and the USDA Forest Service are equal opportunity providers and employers.

FEMA opened a Supplemental Grant for 2021 as a last minute funding opportunity. Richburg Fire has written a grant for two separate items that are listed below:

#### **Air Compressor Cascade Fill Station**

This would replace our 4,500 PSI system we purchased under a FEMA Grant approximately 20 years ago. The new system would be a 6,000 PSI system that would allow for filling of multiple cylinders at a time and allow to fill to capacity. Total cost of this system would be \$73,276.

#### **Additional SCBA Units**

This would add 12 air packs and spare cylinders to a reserve truck and place air packs on other units that could benefit from having them. It would also include the rechargeable batteries that our current packs do not have and thermal cameras built into the pack to increase safety of the firefighters. Total cost would be \$122,796.

#### **Total**

If awarded the grant, the match from the county would be \$9,336.76. The remaining \$186,735.24 would come from the federal government and would come to a total amount of \$196,072.

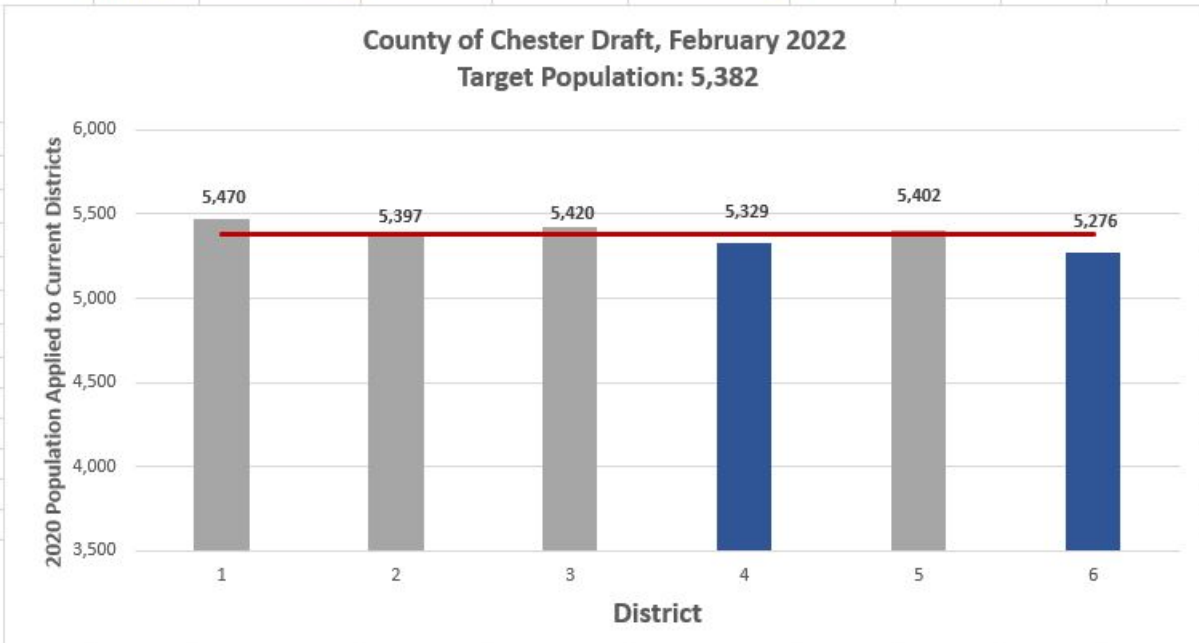
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Chester Total Population by Race *Race defined using DOJ definitions. Not Hispanic or Latino is abbreviated as NH.										
County	District	Total	Hispanic	% Hispanic	NH White	% NH White	NH DOJ Black*	DOJ Black	Other Race	% NH Other Race
Chester	1	5,470	169	3.09%	3,766	68.85%	1,307	23.89%	228	4.17%
Chester	2	5,397	84	1.56%	3,528	65.37%	1,598	29.61%	187	3.46%
Chester	3	5,420	167	3.08%	4,023	74.23%	985	18.17%	245	4.52%
Chester	4	5,329	114	2.14%	3,566	66.92%	1,460	27.40%	189	3.55%
Chester	5	5,402	141	2.61%	2,079	38.49%	3,018	55.87%	164	3.04%
Chester	6	5,276	120	2.27%	1,629	30.88%	3,388	64.22%	139	2.63%
Total		32,294	795	2.46%	18,591	57.57%	11,756	36.40%	1,152	3.57%

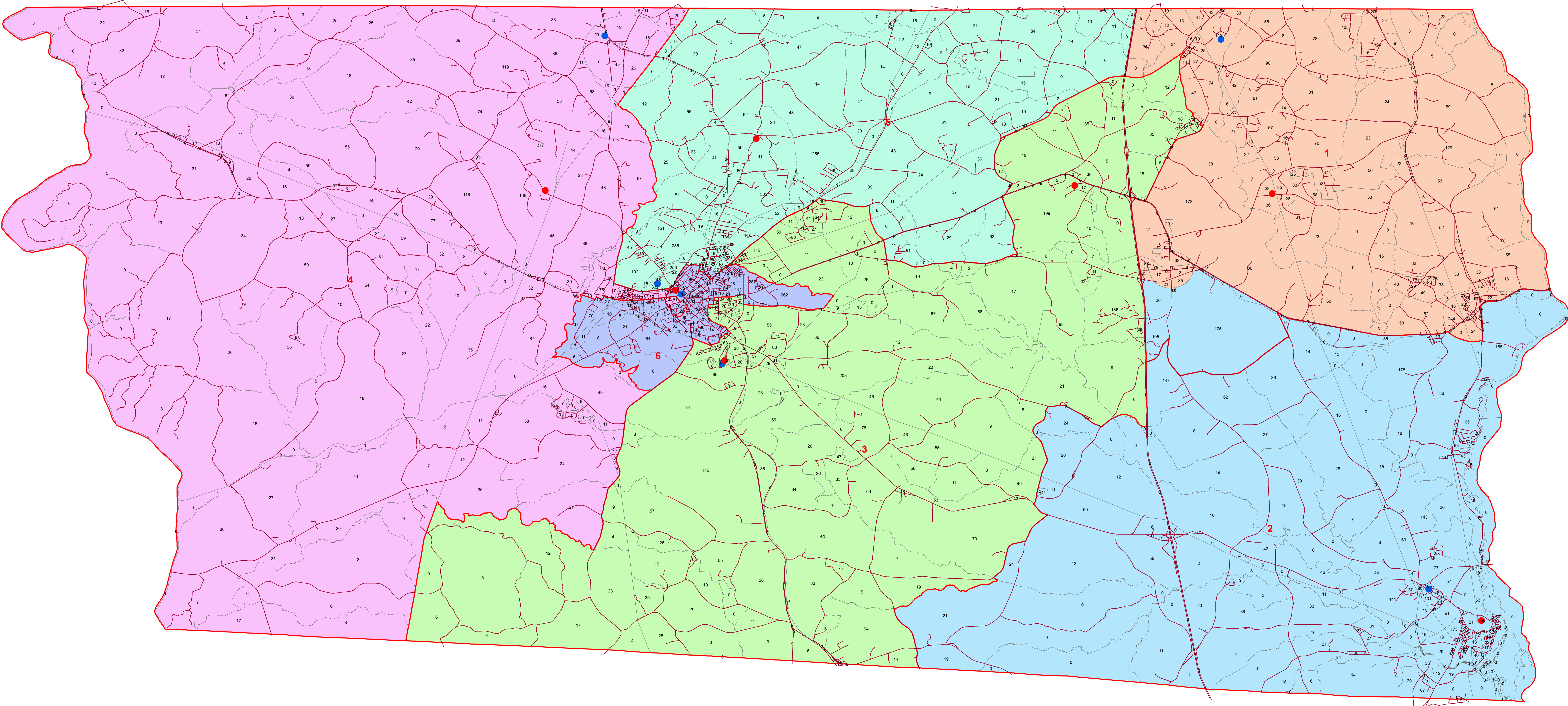
Draft 2 Statistics, February 2022				
District	2020 Census	Goal	Over/ (Under)	% Deviation
1	5,470	5,382	88	1.63%
2	5,397	5,382	15	0.27%
3	5,420	5,382	38	0.70%
4	5,329	5,382	(53)	-0.99%
5	5,402	5,382	20	0.37%
6	5,276	5,382	(106)	-1.98%
Lowest -1.98%				
Highest 1.63%				
Range 3.60%				

Chester Voting Age Population by Race *Race defined using DOJ definitions. Not Hispanic or Latino is abbreviated as NH.										
County	District	Total VAP	Hispanic VAP	% Hispanic VAP	NH White VAP	% NH White VAP	NH DOJ Black* VAP	DOJ Black VAP	Other Race VAP	% NH Other Race VAP
Chester	1	4,233	103	2.43%	3,033	71.65%	934	22.06%	163	3.85%
Chester	2	4,236	50	1.18%	2,884	68.08%	1,175	27.74%	127	3.00%
Chester	3	4,340	120	2.76%	3,290	75.81%	763	17.58%	167	3.85%
Chester	4	4,202	83	1.98%	2,894	68.87%	1,095	26.06%	130	3.09%
Chester	5	4,130	70	1.69%	1,689	40.90%	2,251	54.50%	120	2.91%
Chester	6	4,003	83	2.07%	1,350	33.72%	2,472	61.75%	98	2.45%
Total		25,144	509	2.02%	15,140	60.21%	8,690	34.56%	805	3.20%

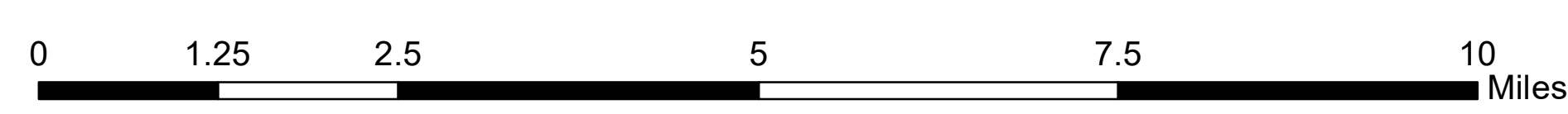
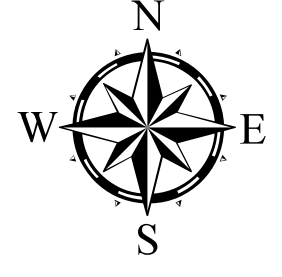


MUNI_NAME	Chester
Row Labels	Sum of total
	Sum of Hispanic
	Sum of NH DOJ_B
	Sum of NH_OTH
	Sum of VAP_TOTA
	Sum of VAP_HISP
	Sum of VAP_NH
	Sum of VAP_NH_OT

# Chester County 2020 Redistricting Draft 2 Map (Deviation 3.60%)

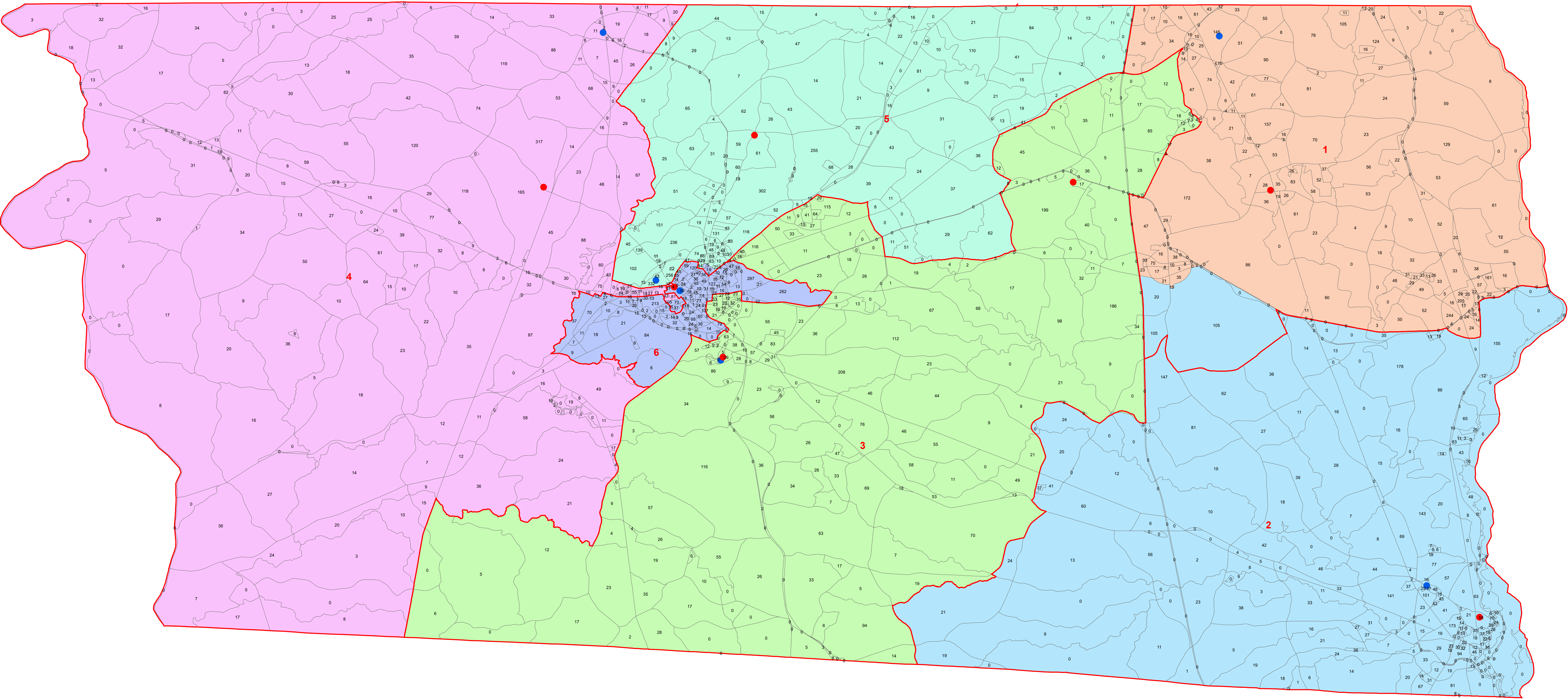


- Legend**
- District**
- County Council
  - School Board
- Chester Draft 2-360**
- <all other values>
- district**
- 1
  - 2
  - 3
  - 4
  - 5
  - 6
- Roads
- Current County Council Districts





# Chester County 2020 Redistricting Draft 3 Map (Deviation 4.68%)



**Legend**

**District**

- County Council
- School Board

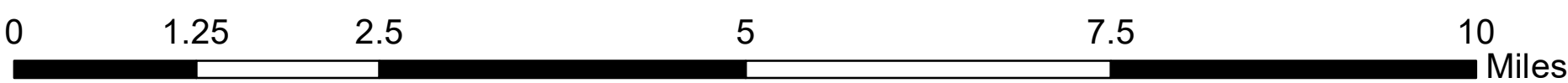
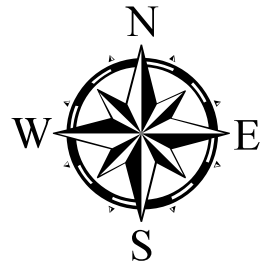
**Chester Draft 2-360**

- <all other values>

**district**

- 1
- 2
- 3
- 4
- 5
- 6

Current County Council Districts



# UniFirst

NEW ACCOUNT  EXISTING ACCOUNT INSTALLATION DATE \_\_\_\_\_  
MM/DD/YYYY**CUSTOMER SERVICE AGREEMENT**

COMPANY NAME (Customer) Chester County Government LOC. NO. 212  
 ADDRESS 1476 J.A. Cochran Bypass, Chester, SC 29706 ROUTE NO. \_\_\_\_\_  
 \_\_\_\_\_ DATE 9-28-21  
 PHONE 1(803)385-7846 SIC/NAICS \_\_\_\_\_

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD <sup>1</sup>	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE <sup>2</sup>
T-Shirt/Polo	\$18.00	1			\$0.25	N		
Carpenter Jeans/Flat Front Pants/Cargo	\$22.00	1			\$0.30	S		
Jacket - Soft Shell or Permalined	\$28.00	1			\$0.50	S		
Coveralls - SS or LS	\$28.00	1			\$0.50	S		
Red Kap Pants	\$25.00	1			\$0.38	S		
Carhartt Jeans	\$38.00	1			\$0.50	S		
Mimix/Dickies Shirt	\$22.00	1			\$0.38	S		
3x5 Mat		1			\$1.99			
4x6 Mat		1			\$2.50			
3x10 Mat		1			\$3.50			
4x6 Logo Mat		1			\$4.00			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$0.25
Name emblem per piece	\$1.00
Company emblem per piece	\$2.00
Direct Embroidery: Wearer name per piece	\$3.00
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	N/A
Special cuts per piece	N/A
Restock/Exchange per piece	\$1.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	\$6.00

PAYMENT TERMS: C.O.D.  E.F.T.  Approved Charge<sup>3</sup>

COMMENTS
See addendum for additional modifications of Terms. Addendum supersedes any language on Page 2. 36 month term; No automatic renewal ; No Initial SetUp Fees No price increase in 2021 -- capped at 2.5% per year after

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.<sup>4</sup>

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: \_\_\_\_\_  
SALES REP (Print Name) \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED: \_\_\_\_\_  
CUSTOMER (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED<sup>5</sup>: \_\_\_\_\_  
LOCATION MANAGER (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER (Print Name and Title)

\_\_\_\_\_  
LOCATION MANAGER (Print Name and Title)

\_\_\_\_\_  
EMAIL

<sup>1</sup> Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.  
<sup>2</sup> Merchandise which is Val-U-Leased is not cleaned by UniFirst.  
<sup>3</sup> Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

<sup>4</sup> All returned checks and declined credit/debit cards subject to \$35 processing fee.  
<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.

**CUSTOMER SERVICE AGREEMENT TERMS**

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOQOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

**DEFE CHARGE.** Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

*Flame Resistant ("FR") Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

*Visibility Merchandise* is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

*Healthcare/Food-Related* Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(\* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

**ACCEPTED.** Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ (I have read and agree to all of the above Terms.)



Addendum to agreement dated 9-28-2021.

All terms here supersede any fine print terms on Page 2 of standard Customer Service Agreement

1. DEFE – Acronym for Delivery, Environmental, Fuel and Energy surcharges, grouped into one charge per invoice. We will keep DEFE fixed for the term of agreement.
2. 36 month term—no automatic renewal
3. Under Merchandise, last paragraph. No indemnification.
4. Service Guarantee—There is no termination for convenience however service failures are considered for cause and a 45 day cure period is agreed upon for UniFirst to correct any documented service issues. It will be based on a documented communication where Chester County would notify UniFirst of any issues and afford us 45 days to correct. If we can not fix within the 45 days permitted, Chester County can terminate for cause with a 30 day notice thereafter.
5. Obligations and Remedies –UniFirst and Chester County agree that any disagreements would be settled with mediation, and not court or arbitration.

UniFirst Management \_\_\_\_\_ - Date \_\_\_\_\_

Chester County Management \_\_\_\_\_ Date \_\_\_\_\_

## Karen Lee

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**From:** Joe Roberts  
**Sent:** Thursday, February 17, 2022 4:34 PM  
**To:** Karen Lee  
**Subject:** Fwd: UniFirst and Chester County

Joe Roberts  
Facilities Maintenance Supervisor  
803-385-7846

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**From:** Greg N. Marshall <Greg\_Marshall@unifirst.com>  
**Sent:** Thursday, February 17, 2022, 4:32 PM  
**To:** Joe Roberts  
**Cc:** Cody Weisenburger  
**Subject:** RE: UniFirst and Chester County

Joe--If it is was \$6.50 per week x 7 guys that's \$45.50 per week plus delivery, so estimate of right at \$50 per week on lowest sets

**\$50 x 52weeks x3 years= \$7800 total value for weekly rental rates over 3 years**

**Greg Marshall**  
Sales Manager

UniFirst Corporation  
1901 Equitable Pl.  
Charlotte, NC 28213  
Cell: 704-618-8661  
Office: 704-597-1970

Check us out online  
[www.unifirst.com/catalogs](http://www.unifirst.com/catalogs)



**VENDOR ACTIVITY REPORT**

Purchase Orders 0 - 2147483647  
 Check Dates: 01/01/2019 - 06/30/2022  
 Pay Dates: 01/01/2019 - 06/30/2022

Chester County Government  
 FY 2021-2022  
 Both Open & Paid Vouchers

Voucher Number	Pay/Check Date	Invoice Number	Invoice Date	PO Number	Check Number	Invoice Amount
251226	04/16/2021	31-00000 MAINTENANCE - UNIFORMS	04/02/2021		21291	318.70
		100-170-5215 UNIFORMS & ACCESSORIES				318.70
252077	05/14/2021	31-00000 MAINTENANCE - UNIFORMS	04/30/2021		21556	283.34
		100-170-5215 UNIFORMS & ACCESSORIES				283.34
252901	06/04/2021	31-00000 MAINTENANCE - UNIFORMS	05/28/2021		21754	329.50
		100-170-5215 UNIFORMS & ACCESSORIES				329.50
253998	07/09/2021	31-00000 MAINTENANCE - UNIFORMS	07/01/2021		22088	254.96 A
		100-170-5215 UNIFORMS & ACCESSORIES				254.96 A
255386	08/20/2021	31-00000 MAINTENANCE - UNIFORMS	07/30/2021		22766	169.57
		100-170-5215 UNIFORMS & ACCESSORIES				169.57
255936	09/10/2021	31-00000 MAINTENANCE - UNIFORMS	08/31/2021		22991	209.95
		100-170-5215 UNIFORMS & ACCESSORIES				209.95
257406	10/15/2021	31-00000 ACCT# 31-00000	10/01/2021		23857	167.96
		100-170-5215 UNIFORMS & ACCESSORIES				167.96
258442	11/12/2021	31-00000 ACCT# 31-00000	10/29/2021		24232	167.96
		100-170-5215 UNIFORMS & ACCESSORIES				167.96
259459	12/17/2021	31-00000 MAINTENANCE - UNIFORMS	11/30/2021		24731	209.95
		100-170-5215 UNIFORMS & ACCESSORIES				209.95
260368	01/14/2022	31-00000 MAINTENANCE - UNIFORMS	01/05/2022		25020	209.95
		100-170-5215 UNIFORMS & ACCESSORIES				209.95
261354	02/18/2022	31-00000 MAINTENANCE - UNIFORMS	02/01/2022		25485	199.46
		100-170-5215 UNIFORMS & ACCESSORIES				199.46
						12,408.52
TOTAL VOUCHERS:						12,408.52
TOTAL OPEN VOUCHERS:						0.00
TOTAL PAID VOUCHERS:						12,408.52

**VENDOR ACTIVITY REPORT**

Purchase Orders 0 - 2147483647  
 Check Dates: 01/01/2019 - 06/30/2022  
 Pay Dates: 01/01/2019 - 06/30/2022

Chester County Government  
 FY 2021-2022  
 Both Open & Paid Vouchers

Voucher Number	Pay/Check Date	Invoice Number	Invoice Date	PO Number	Check Number	Invoice Amount
XXXXX3843						
021000	CHESTER RENTAL UNIFORM					
225932	01/11/2019	31-00000	12/31/2018		12455	421.25
		MAINTENANCE-UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		421.25		
226824	02/08/2019	31-00000	01/31/2019		12711	337.00
		MAINTENANCE-UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		337.00		
227873	03/08/2019	31-00000	03/01/2019		12997	341.32
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		341.32		
228949	04/05/2019	31-00000	03/28/2019		13326	419.65
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		419.65		
230005	05/10/2019	31-00000	04/30/2019		13586	466.00
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		466.00		
231010	06/14/2019	31-00000	06/03/2019		13840	372.80
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		372.80		
232253	07/19/2019	31-00000	07/08/2019		14178	372.80 A
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		372.80	A	
232965	08/09/2019	31-00000	08/01/2019		14336	466.00
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		466.00		
233983	09/13/2019	31-00000	09/03/2019		14712	372.80
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		372.80		
235018	10/11/2019	31-00000	09/30/2019		14947	466.00
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		466.00		
236211	11/22/2019	31-00000	11/12/2019		15306	581.67
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		581.67		
237157	12/13/2019	31-00000	12/04/2019		15611	399.04
		MAINTENANCE - UNIFORMS				
	100-170-5215	UNIFORMS & ACCESSORIES		399.04		
238088	01/17/2020	31-00000	12/31/2019		15859	475.32
		MAINTENANCE - UNIFORMS				
	100-170-5101	SALARIES		475.32		
238957	02/14/2020	31-00000	01/31/2020		16100	302.00
		MAINTENANCE - UNIFORMS				

**VENDOR ACTIVITY REPORT**

Purchase Orders 0 - 2147483647  
 Check Dates: 01/01/2019 - 06/30/2022  
 Pay Dates: 01/01/2019 - 06/30/2022

Chester County Government  
 FY 2021-2022  
 Both Open & Paid Vouchers

Voucher Number	Pay/Check Date	Invoice Number	Invoice Date	PO Number	Check Number	Invoice Amount
		100-170-5215 UNIFORMS & ACCESSORIES			302.00	
238959	02/14/2020	31-00000 MAINTENANCE - UNIFORMS - CREDIT FOR ALLEY	01/31/2020		16100	(15.36)
		100-170-5215 UNIFORMS & ACCESSORIES			(15.36)	
239953	03/20/2020	31-00000 MAINTENANCE - UNIFORMS	03/05/2020		16629	266.16
		100-170-5215 UNIFORMS & ACCESSORIES			266.16	
240513	04/10/2020	31-00000 MAINTENANCE - UNIFORMS	03/31/2020		16869	306.08
		100-170-5215 UNIFORMS & ACCESSORIES			306.08	
241392	05/08/2020	31-00000 MAINTENANCE - UNIFORMS	04/30/2020		17190	323.80
		100-170-5215 UNIFORMS & ACCESSORIES			323.80	
242301	06/12/2020	31-00000 MAINTENANCE - UNIFORMS	06/02/2020		17437	308.35
		100-170-5215 UNIFORMS & ACCESSORIES			308.35	
243096	07/17/2020	31-00000 MAINTENANCE - UNIFORMS	07/01/2020		17775	367.70
		100-170-5215 UNIFORMS & ACCESSORIES			367.70	
244049	08/14/2020	31-00000 MAINTENANCE - UNIFORMS	08/04/2020		18021	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	
245066	09/18/2020	31-00000 MAINTENANCE - UNIFORMS	09/09/2020		18322	393.62
		100-170-5215 UNIFORMS & ACCESSORIES			393.62	
245829	10/09/2020	31-00000 MAINTENANCE - UNIFORMS	10/01/2020		18531	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	
247152	11/27/2020	31-00000 MAINTENANCE - UNIFORMS	11/17/2020		18961	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	
247527	12/11/2020	31-00000 MAINTENANCE - UNIFORMS	11/30/2020		19072	378.26
		100-170-5215 UNIFORMS & ACCESSORIES			378.26	
248340	01/08/2021	31-00000 MAINTENANCE - UNIFORMS	12/31/2020		19284	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	
249175	02/05/2021	31-00000 MAINTENANCE - UNIFORMS	01/29/2021		19573	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	
250154	03/12/2021	31-00000 MAINTENANCE - UNIFORMS	02/26/2021		19984	294.16
		100-170-5215 UNIFORMS & ACCESSORIES			294.16	