



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING
Monday, March 21st, 2022 at **5:50 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

AGENDA

1. **Call to Order**
2. **Approval of Minutes**
 - a. January 20th, 2022 Special Called CCTC Minutes.
 - b. January 4th, 2022 CCTC minutes.
3. **Old Business**
 - a. Corrections for reimbursements from the Road Department for account (100-401-5225).
 1. November 15, 2021: Add \$180.93 for 1 cent sales tax that was not included in the total.
 2. January 4, 2022: Deduct \$275.07 that was overcharged in error.
4. **New Business**
 - a. Request to reimburse the Road Department for County Road maintenance from December 07, 2021 to March 2, 2022 in the amount of \$19,996.53.
 - b. Council to consider accepting Georgetown Road in the County Road System. Attorney Winters.
5. **Adjourn**



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING
Thursday, January 20th, 2022 **at 2:00 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

MINUTES

Present: Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman Pete Wilson, County Attorney Joanie Winters and Clerk to Council Karen Lee.

Absent: Interim Chairman Wylie Frederick, Vice Chairman Joe Branham and Councilman William Killian with prior notification.

1. **Call to Order**-Attorney Winters called the meeting to order at 2:00 pm.
2. **New Business**
 - a. **Approval of bid for C-Fund to Lynches River Contracting in the amount of \$ 1,274,964.22 CTC 2022 Paving Program. -Susan Cok.**
Councilman Wilson motioned to approve, second by Councilman Vaughn. Vote 4-0 to approve.
3. **Adjourn**
Councilman Vaughn motioned to adjourn, second by Councilman Jordan. Vote 4-0 to adjourn.



CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Tuesday, January 4th, 2022 at 5:15 PM

R. Carlisle Roddey Chester County Government Complex

1476 J A Cochran Bypass, Council Chambers

MINUTES

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

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Approval of minutes**
 - a. **Approval of November 15, 2021 Special Called CTC minutes.**
Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote 5-0 to approve.
3. **Old Business** -None
4. **New Business**
 - a. **Approval of bid for C-Fund to Lynchess River Contracting in the amount of \$ 605,742.40 to resurface Minter Road and part of Pilgrim Road. Bill Coleman.**
Mr. Coleman stated they would resurface 2.5 miles on the eastern side of Pilgrim Road and would resurface all of Minter Road. It should be completed by September or October.
Councilwoman Guy motioned to approve, second by Councilman Killian. Vote 5-0 to approve.
 - b. **Updates on 2021 CTC programs. Bill Coleman.**
Mr. Coleman stated Shirley Road was complete, waiting on SCDOT to accept it. On the county roads there was a shortage of cement the past year. They did not finish all the roads, currently they still have to complete JBass, Crow's Nest and Debruhl but should be done in the spring. The cement crews couldn't get the work done on those roads not only in Chester but everywhere. Caldwell, Bernice Lane, Landfill Road, Murdock, Southpaw and Coldstream was completed. They also put in pipe work on Chestnut and Old Richburg Road, and some emergency work on Bobcat.
 - c. **Discussion regarding installing a sidewalk on the north side of Hwy 9 from Crenshaw Parkway to Edgeland Road. – Fred Castles.**
Mr. Castles stated the scope of this project was to construct 3200 feet long by 4-foot-wide concrete sidewalk from Crenshaw Parkway extending east to Bojangles. A pedestrian crossing would be across the north bound bridge of highway nine along with some guardrail and pedestrian fencing. He stated the purpose for installing a new sidewalk was to provide safe passage for motel guests who walk to restaurants and for shopping. They received permission from the County to have ICE work on a cost estimate to what it would cost to design, engineer and build the sidewalk which came to around \$539,000. That was done in August, SCDOT has a program called Guide share which is federal money that's provided to the State. It can be administered through Catawba Regional which would not charge an administrative fee to the county. If this is approved by the CTC and added to the States project plan Chester County Transportation would not have to pay any money towards the project. All of the fees would come from SCDOT. He had spoken to Steve Allen from Catawba Regional who would be in charge of this if approved. The County would need to turn in the information from the

packets over to him so he could start the process. The money has to be applied for which is statewide and must meet the states criteria. Vice Chairman Branham motioned to use the SCDOT guide share fund if received, second by Councilwoman Guy. Vote 5-0 to approve.

d. Discussion regarding pedestrian traffic on Highway 9 at the Gayle. Councilman Wilson.

Councilman Wilson stated this area has a lot of pedestrian traffic, which could be seen on the pictures the worn path going over the dirt on top of the bridge after the sidewalk ends. The area has four lanes and a lot of traffic that moves very fast, there isn't any curbing where the pavement ends, and the grass begins along with a guardrail. He wanted to make Council aware of this if there was be a future opportunity to make this safer. Taken as information.

e. Discussion regarding the project development processes for SCDOT-managed "C" projects.

Mr. Coleman stated the document had not changed and nothing new in it, memorandums that had been put out over the years encompassing all the information SCDOT decided to put it into one document. Taken as information.

f. Discussion of bridge repair/replacement on Ross Dye and Mountain Gap Road. - Councilman Vaughn.

Councilman Vaughn stated both the bridges had been out for some time. He had received a ton of calls from citizens. He reached out to SCDOT who told him it would be two years from now to be repaired. Since the bridge is out on Mountain Gap, William Martin Road is being used a detour, so the road is now turning into a dirt road because of the high volume of more traffic. EMS told him since the bridge has been out on Ross Dye Road that was causing them to take longer detours to reach patients. He had reached out to Senator Fanning and Representative Ligon about this but did not get much encouragement from either of the conversations.

Attorney Winters suggested the Chairman reaching out to SCDOT on behalf of Council to send a letter to request a meeting with Mr. Bill Coleman in attendance. Councilman Vaughn motioned to authorize Dr. Frederick to communicate with SCDOT to arrange a meeting with them to discuss expediting the repair on the bridges, second by Councilman Wilson. Vote 5-0 to approve.

g. Request to reimburse the Road Department for road maintenance from September 29th 2021, to December 3rd, 2021, in the amount of \$ 20,133.05 dollars. Councilman Vaughn motioned to approve, second by Councilman Killian. Vote 5-0 to approve.

h. Election of CTC Chairman and CTC Vice Chairman.

Vice Chairman Branham nominated Dr. Frederick for CTC Chairman, second by Councilman Vaughn. Nomination for Vice Chairman: Councilman Vaughn nominated Joe Branham for Vice Chair. Vote 5-0 to approve.

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

Time: 6.02 pm.



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

March 7, 2022

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Corrections to the 11/15/2021 and 01/04/2022 Reimbursements

Dear CCTC Members,

Please correct the reimbursements for the following account (100-401-5225) for County roads maintenance materials for the periods listed below:

November 15, 2021: Total amount reimbursed was \$18,093.28. Please add \$180.93 for the 1 cent sales tax that was omitted from the total. The total reimbursement should have been \$18,274.21.

January 4, 2022: Total amount of reimbursement was \$20,133.05. Please deduct \$275.07 for error in reporting. Total amount should have been \$19,857.98.

Regards,

Randy Hase

Roads Department Supervisor



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

March 11, 2022

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County Roads maintenance materials purchased from December 07, 2021 to March 2, 2022 in the amount of **\$19,996.53**

Regards,

A handwritten signature in black ink that reads "Randy Hall".

Roads Department Supervisor

CFunds Reimbursement from December 7, 2021 to March 2, 2022

| GRAND TOTAL | | | | 1,107.410 | \$18,515.30 | \$1,296.08 | \$185.15 | \$19,996.53 |
|--------------------|-------------------|--------------------|-------------|------------------|--------------------|-------------------|------------------------------------|-----------------------|
| District | Ticket No. | Road | Date | Tons | Sub-Total | 7 % Tax | 1 Cent Sales Tax Paid to SC | Invoice Amount |
| 4 | 627049218 | Bottomline Dr | 12/7/2021 | 15.790 | \$244.75 | \$17.13 | \$2.45 | \$261.88 |
| 4 | 627049242 | Bottomline Dr | 12/7/2021 | 15.960 | \$247.38 | \$17.32 | \$2.47 | \$264.70 |
| 4 | 627049493 | Top of The Hill Dr | 12/9/2021 | 16.400 | \$254.20 | \$17.79 | \$2.54 | \$271.99 |
| 4 | 627049515 | Turnbuckle Rd | 12/9/2021 | 17.450 | \$270.48 | \$18.93 | \$2.70 | \$289.42 |
| 4 | 627049870 | Turnbuckle Rd | 12/15/2021 | 15.770 | \$244.44 | \$17.11 | \$2.44 | \$261.55 |
| 4 | 627049888 | Turnbuckle Rd | 12/15/2021 | 14.610 | \$226.46 | \$15.85 | \$2.26 | \$242.32 |
| 4 | 627050098 | Powell Dr | 12/16/2021 | 15.950 | \$247.23 | \$17.31 | \$2.47 | \$264.54 |
| 4 | 627050178 | Powell Dr | 12/17/2021 | 16.130 | \$250.02 | \$17.50 | \$2.50 | \$267.52 |
| 5 | 627050400 | Hopps Rd | 12/21/2021 | 14.610 | \$226.46 | \$15.85 | \$2.26 | \$242.31 |
| 5 | 627050444 | Hopps Rd | 12/21/2021 | 16.200 | \$251.10 | \$17.58 | \$2.51 | \$268.68 |
| 5 | 627050523 | Hopps Rd | 12/22/2021 | 16.420 | \$254.51 | \$17.82 | \$2.55 | \$272.33 |
| 5 | 627050551 | Hopps Rd | 12/22/2021 | 16.150 | \$250.33 | \$17.52 | \$2.50 | \$267.85 |
| 3 | 627050567 | Landfill Rd | 12/22/2021 | 15.700 | \$243.35 | \$17.03 | \$2.43 | \$260.38 |
| 2 | 627051361 | Tate Rd | 1/7/2022 | 16.080 | \$273.36 | \$19.14 | \$2.73 | \$292.50 |
| 2 | 627051362 | Tate Rd | 1/7/2022 | 15.300 | \$260.10 | \$18.21 | \$2.60 | \$278.31 |
| 2 | 627051385 | Tate Rd | 1/7/2022 | 16.070 | \$273.19 | \$19.12 | \$2.73 | \$292.31 |
| 2 | 627051386 | Tate Rd | 1/7/2022 | 15.800 | \$268.60 | \$18.80 | \$2.69 | \$287.40 |
| 2 | 627051411 | Tate Rd | 1/7/2022 | 16.430 | \$279.31 | \$19.55 | \$2.79 | \$298.86 |
| 2 | 627051412 | Tate Rd | 1/7/2022 | 14.860 | \$252.62 | \$17.68 | \$2.53 | \$270.30 |
| 2 | 627051439 | Tate Rd | 1/7/2022 | 15.800 | \$268.60 | \$18.80 | \$2.69 | \$287.40 |
| 2 | 627051440 | Tate Rd | 1/7/2022 | 15.100 | \$256.70 | \$17.97 | \$2.57 | \$274.67 |
| 3 | 627051791 | McDaniel Rd | 1/12/2022 | 15.190 | \$258.23 | \$18.08 | \$2.58 | \$276.31 |
| 3 | 627051820 | McDaniel Rd | 1/12/2022 | 16.620 | \$282.54 | \$19.78 | \$2.83 | \$302.32 |
| 3 | 627051845 | McDaniel Rd | 1/12/2022 | 14.600 | \$248.20 | \$17.37 | \$2.48 | \$265.57 |
| 3 | 627051883 | McDaniel Rd | 1/13/2022 | 13.770 | \$234.09 | \$16.39 | \$2.34 | \$250.48 |
| 3 | 627051895 | McDaniel Rd | 1/13/2022 | 14.940 | \$253.98 | \$17.78 | \$2.54 | \$271.76 |
| 3 | 627051897 | McDaniel Rd | 1/13/2022 | 15.640 | \$265.88 | \$18.61 | \$2.66 | \$284.49 |
| 3 | 627051912 | McDaniel Rd | 1/13/2022 | 14.920 | \$253.64 | \$17.75 | \$2.54 | \$271.39 |
| 3 | 627051913 | McDaniel Rd | 1/13/2022 | 16.070 | \$273.19 | \$19.12 | \$2.73 | \$292.31 |
| 3 | 627051932 | McDaniel Rd | 1/13/2022 | 16.540 | \$281.18 | \$19.68 | \$2.81 | \$300.86 |
| 3 | 627051933 | McDaniel Rd | 1/13/2022 | 13.670 | \$232.39 | \$16.27 | \$2.32 | \$248.66 |
| 5 | 627052036 | Sid Davis Ext. Rd | 1/14/2022 | 14.980 | \$254.66 | \$17.83 | \$2.55 | \$272.49 |
| 5 | 627052057 | Sid Davis Ext. Rd | 1/14/2022 | 15.130 | \$257.21 | \$18.00 | \$2.57 | \$275.21 |

CFunds Reimbursement from December 7, 2021 to March 2, 2022

| GRAND TOTAL | | | | 1,107.410 | \$18,515.30 | \$1,296.08 | \$185.15 | \$19,996.53 |
|-------------|------------|--------------------------|-----------|-----------|-------------|------------|--------------------------------|----------------|
| District | Ticket No. | Road | Date | Tons | Sub-Total | 7 % Tax | 1 Cent Sales Tax Paid to SC | Invoice Amount |
| 5 | 627052078 | Sid Davis Ext. Rd | 1/14/2022 | 15.650 | \$266.05 | \$18.62 | \$2.66 | \$284.67 |
| 5 | 627052775 | Office Stock - Armory Rd | 1/26/2022 | 14.560 | \$247.52 | \$17.33 | \$2.48 | \$264.85 |
| 5 | 627052783 | Office Stock - Armory Rd | 1/26/2022 | 15.060 | \$256.02 | \$17.92 | \$2.56 | \$273.94 |
| 5 | 627052795 | Woods Rd | 1/26/2022 | 15.670 | \$266.39 | \$18.65 | \$2.66 | \$285.04 |
| 5 | 627052813 | Woods Rd | 1/26/2022 | 15.840 | \$269.28 | \$18.85 | \$2.69 | \$288.13 |
| 5 | 627052828 | Woods Rd | 1/26/2022 | 16.730 | \$284.41 | \$19.91 | \$2.84 | \$304.32 |
| 5 | 627052842 | Woods Rd | 1/26/2022 | 16.000 | \$272.00 | \$19.04 | \$2.72 | \$291.04 |
| 5 | 627052853 | Woods Rd | 1/26/2022 | 15.860 | \$269.62 | \$18.87 | \$2.70 | \$288.49 |
| 3 | 627052923 | Cheyenne Dr | 1/27/2022 | 15.150 | \$257.55 | \$18.03 | \$2.58 | \$275.58 |
| 3 | 627052924 | Cheyenne Dr | 1/27/2022 | 15.450 | \$262.65 | \$18.39 | \$2.63 | \$281.04 |
| 3 | 627052946 | Cheyenne Dr | 1/27/2022 | 15.680 | \$266.56 | \$18.66 | \$2.67 | \$285.22 |
| 3 | 627052947 | Cheyenne Dr | 1/27/2022 | 15.510 | \$263.67 | \$18.46 | \$2.64 | \$282.13 |
| 3 | 627052974 | G&J Dr | 1/27/2022 | 16.090 | \$273.53 | \$19.15 | \$2.74 | \$292.68 |
| 3 | 627052975 | G&J Dr | 1/27/2022 | 16.520 | \$280.84 | \$19.66 | \$2.81 | \$300.50 |
| 3 | 627053001 | G&J Dr | 1/27/2022 | 16.210 | \$275.57 | \$19.29 | \$2.76 | \$294.86 |
| 3 | 627053002 | G&J Dr | 1/27/2022 | 15.950 | \$271.15 | \$18.98 | \$2.71 | \$290.13 |
| 1 | 627053615 | Raxter Rd | 2/2/2022 | 14.480 | \$246.16 | \$17.23 | \$2.46 | \$263.39 |
| 1 | 627053759 | Raxter Rd | 2/3/2022 | 14.860 | \$252.62 | \$17.68 | \$2.53 | \$270.30 |
| 2 | 627054934 | Bovine Rd | 2/16/2022 | 15.240 | \$259.08 | \$18.14 | \$2.59 | \$277.22 |
| 5 | 627055767 | Angel Rd | 2/23/2022 | 15.720 | \$267.24 | \$18.71 | \$2.67 | \$285.95 |
| 5 | 627055771 | Angel Rd | 2/23/2022 | 15.840 | \$269.28 | \$18.85 | \$2.69 | \$288.13 |
| 5 | 627055784 | Angel Rd | 2/23/2022 | 13.760 | \$233.92 | \$16.37 | \$2.34 | \$250.29 |
| 2 | 627055883 | Bovine Rd | 2/24/2022 | 14.750 | \$250.75 | \$17.55 | \$2.51 | \$268.30 |
| 2 | 627055884 | Bovine Rd | 2/24/2022 | 16.210 | \$275.57 | \$19.29 | \$2.76 | \$294.86 |
| 2 | 627055913 | Bovine Rd | 2/24/2022 | 15.340 | \$260.78 | \$18.25 | \$2.61 | \$279.03 |
| 2 | 627055914 | Bovine Rd | 2/24/2022 | 14.830 | \$252.11 | \$17.65 | \$2.52 | \$269.76 |
| 2 | 627055934 | Bovine Rd | 2/24/2022 | 16.390 | \$278.63 | \$19.50 | \$2.79 | \$298.13 |
| 2 | 627055935 | Bovine Rd | 2/24/2022 | 16.050 | \$272.85 | \$19.10 | \$2.73 | \$291.95 |
| 4 | 627055998 | Duckwood Dr | 2/25/2022 | 16.830 | \$286.11 | \$20.03 | \$2.86 | \$306.14 |
| 4 | 627056025 | Duckwood Dr | 2/25/2022 | 16.180 | \$275.06 | \$19.25 | \$2.75 | \$294.31 |
| 4 | 627056061 | Breezy Acres Rd | 2/25/2022 | 15.840 | \$269.28 | \$18.85 | \$2.69 | \$288.13 |
| 4 | 627056096 | Breezy Acres Rd | 2/25/2022 | 16.550 | \$281.35 | \$19.69 | \$2.81 | \$301.04 |
| 5 | 627056115 | Watson Ln | 2/25/2022 | 16.420 | \$279.14 | \$19.54 | \$2.79 | \$298.68 |

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 21st, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. Council Minutes for March 7th, 2022.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **3rd 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. **3rd Reading of 2021-23** An ordinance To Adopt The Utility Development Agreement Regarding Construction, Financing And Ownership Of Wastewater Collection, Treatment And Discharge Facilities.
- 6. Ordinances/Resolutions/Proclamations**
 - a. Proclamation to Honor and Commend John Agee of Richburg's Fire Department.
 - b. Proclamation to Honor and Commend ASO of the Chester County Sheriff Office.
 - c. Resolution to provide for the gifting of a service weapon to Shawn Campbell.
 - d. **3rd 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.
 - e. **3rd Reading of 2021-23** An Ordinance To Adopt The Utility Development Agreement Regarding Construction, Financing And Ownership Of Wastewater Collection, Treatment And Discharge Facilities.
 - f. **2nd 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.

- g. **2nd Reading of 2022-4.** An Ordinance To Increase Adoption Fees for Chester County Animal Control.
- h. **1st Reading in Title Only** An Ordinance to end the moratorium and to amend certain sections of the Chester County Land Development.

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.
- 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.
 - 2. Action taken to reimburse the Road Department for County Road maintenance from December 7th 2021 to March 2nd, 2022 in the amount of \$19,996.53 dollars.
 - 3. Action taken regarding accepting Georgetown Road to the County Road System.

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

9. Boards and Commissions

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

10. Executive Session

- 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

- a. Action taken regarding legal advice for project 21100.
- b. Action taken regarding legal advice for personnel matter on Administrator.
- c. Action taken regarding legal advice of the Library Board.
- d. Action taken regarding legal advice of the American Rescue Plan payment.
- e. Action taken regarding legal advice of the Detention Center.

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.

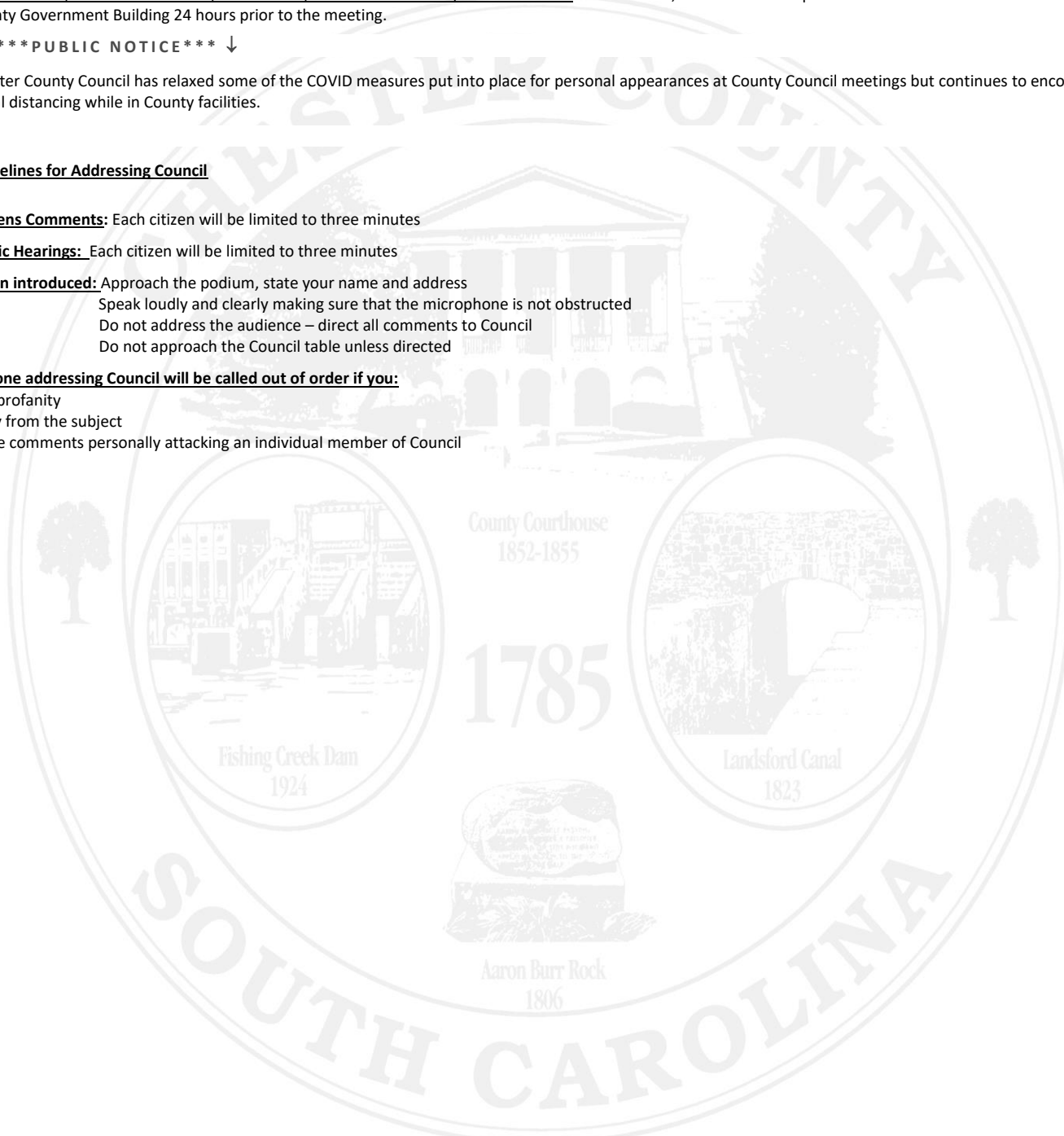
Guidelines for Addressing Council

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 7th, 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.

1. **Call to Order**-Interim Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation**- Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **2-17-2022 Special Called Council Minutes.**

Councilman Vaughn motioned to approve, second by Councilman Wilson. Vote 4-0 to approve. Vice Chairman Branham and Councilman Killian was not present for the 2-17-2022 meeting and didn't vote.
 - b. **2-22-2022 Council Minutes.**

Councilman Jordan motioned to approve, second by Vice Chairman Branham. Vote 5-0 to approve. Councilman Wilson was not present for the 2-22-2022 meeting and didn't vote.
 - c. **2-24-2022 Special Called Council Minutes.**

Councilwoman Guy motioned to approve, second by Councilman Wilson. Vote was 5-0 to approve. Councilman Killian was not present for the 2-24-2022 meeting and didn't vote.

Interim Chairman Dr. Frederick called for a motion to amend 6.d. on the agenda to correct the title to read: *An ordinance to increase adoption fees for animal control.* Vice Chairman Branham motioned to approve the title change, second by Councilman Jordan. Vote 6-0 to approve.

4. **Citizen Comments**- No one signed up to speak.

5. **Public Hearing**

a. **2nd 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.**

Judson Stringfellow, 3515 Dovewood Drive, Charlotte, NC stated there were a few updates, after consulting with L & C Land Holdings they shifted the proposed entrance road down a few feet which would possibly allow them to align with a future entrance to their industrial zoned properties. Also, they already have interest for commercial property along the road. He stated they had increased the size of the land donation they were giving to the County on Wylie's Mill Road for future public service and increased the amount of open space area in the single-family section.

Dan Ballou, 417 Windsor Terrace, Rock Hill stated he was the attorney for the landowner, the development agreement was a product of the work with the attorneys for the county. They tried to keep it as simple and straightforward as possible, and the agreement was modeled after the development agreement approved by council.

6. Ordinances/Resolutions/Proclamations

- a. **2nd Reading of 2021-15 An Ordinance to Approve the Execution And Delivery Of A Development Agreement Between The County And Project Cheswick/Stanton And Related Matters.** Councilman Vaughn motioned to approve, second by Councilman Killian. Councilman Jordan asked if designated future commercial development property was included. Attorney Ballou stated it was adjacent property that was not included in the rezoning process but would be an adjunct to the development. Vote 6-0 to approve.
- b. **2022-4 Resolution Providing Preliminary Approval For Certain Incentives To Induce Last Step Recycling, LLC, Acting For Itself, One Or More Current Or Future Affiliates And Other project Sponsors (Collectively, "Company"), To Establish Or Expand Certain Facilities In Chester County, South Carolina ("County"), Including (1) A Negotiated Fee In Lieu Of Ad Valorem Tax Arrangement; (2) Certain Special Source Credits To Be Applied Against Fees In Lieu Of Ad Valorem Taxes; (3) Inclusion Of The Project Site In A Multi-County Industrial Or Business Park; And (4) Other Related Matters.** Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Bond Attorney Michael Kozlarek stated there was a typo in the millage rate it should be .4884 instead of 0.4893. The inducement resolution induces a project to locate in the county which is part of economic development process. Last Step Recycling was a forty-two million taxable investment, there company is an automotive shredder recycling facility.

Councilman Wilson asked if the incentive agreement was in the same terms.

Attorney Kozlarek stated to his understanding it was.

Councilman Vaughn asked about the split fee.

Attorney Kozlarek stated there was nothing in the resolution or ordinance that would change whatever the general split was for the county. Councilwoman Guy withdrew her second, Vice Chairman Branham withdrew his motion. Vice Chairman Branham motioned to approve with the change in the millage rate to .4884, second by Councilwoman Guy. Vote 6-0 to approve.

- c. **1st 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.

Councilman Vaughn motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.

- d. **Ordinance title changed from 1st Reading of 2022-4 An Ordinance To Amend the Chester County Ordinance No. 2021-4 The 2021-2022 Chester County Budget Ordinance, In Certain Limited Particulars Only. (Animal Control) to 1st Reading of 2022-4 An Ordinance to Increase Adoption Fees for Animal Control.** Vice Chairman Branham motioned to approve, second by Councilman Jordan. Councilman Wilson asked how this would affect the adoption process, could it negatively impact it or had that been considered. Interim Dr. Frederick stated he would check and let Council know. Vote 6-0 to approve.
- e. **2022-3 A Resolution to Authorize The County Of Chester, By Chester County Council, To Sell Certain Vehicles Of The Sheriff's Office & Public Works Identified Herein Upon Such Terms And Conditions As Described.** Councilman Jordan motioned to approve with the caveat the funds go into a special account for new vehicles, second by Councilman Vaughn. Vote 6-0 to approve.

7. Old Business-None

8. New Business

- a. **Council to authorize the approval of \$2500 grant from Project Safe Pet Matching for spay & neuter with a 50% match. -Animal Control Director Kelli Simoneau.** Councilman Wilson motioned to approve, second by Councilman Killian. Vote 6-0 to approve.
- b. **Approval of bond for Knightsbridge development. Attorney Winters.** Attorney Winters stated the bond was for LGI homes, our ordinance requires a performance bond for developments. These bonds protect the County should the developer decide midstream to abandon the project. Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

9. Boards and Commissions- None

10. Executive Session

Councilwoman Guy motioned to go into executive session, second by Vice Chairman Branham. Vote 6-0 to approve.

- a. Receive legal advice regarding project 2220. – Attorney Winters.
- b. Receive legal advice regarding rebranding marketing. Attorney Winters.
- c. Receive legal advice regarding the Landfill. -Attorney Winters.
- d. Receive legal advice regarding changing County Government. – Attorney Winters.
- e. Receive legal advice on a personnel matter regarding Administrative. – Attorney Winters.
- f. Receive legal update on existing County litigation. Councilman Wilson.
- g. Receive legal update on hiring for County positions. Councilman Wilson.

11. Council Actions Following Executive Session

Vice Chairman Branham motioned to go back to regular session, second by Councilman Killian. Vote 6-0 to approve.

a. **Action taken regarding legal advice for project 2220.** Taken as Information only.

b. **Action taken regarding legal advice for rebranding marketing.**

Councilman Vaughn motioned to authorize Economic Development to use up to \$35,000 dollars in funds and to enter into a match agreement with CDA for an additional \$35,000 for the purchase of rebranding the County, second by Councilman Killian. Vote 6-0 to approve.

c. **Action taken regarding legal advice on the Landfill.** Taken as Information only.

d. **Action taken regarding legal advice on changing County Government.**

Taken as Information only.

e. **Action taken regarding legal advice on a personnel matter on Administrative.**

Taken as Information only.

f. **Action taken regarding a legal update on existing County litigation.**

Taken as Information only.

g. **Action taken regarding a legal update of the hiring of County positions.**

Taken as Information only.

12. Council Comments

Vice Chairman Branham recognized John Robert Taylor for his service to the community and a lifelong firefighter that passed.

Councilman Vaughn recognized Abby Brunson who was a tireless volunteer for Chester County that passed also.

13. Adjourn

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

Time: 8:15 PM

Karen Lee, Clerk to Council

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.



A PROCLAMATION TO HONOR THE SERVICE OF CHIEF JOHN AGEE

Chester County does hereby recognize Chief John Agee for over forty years of continuous service to the Chester County community. Chief Agee has been formidable in his support and efforts to the Fire District. The laurels and accomplishments of Chief Agee are long and distinguished, and are certainly too numerous to list in a proclamation. County Council wishes to point out a few:

Chief Agee became the Fire Chief for the Town of Richburg in 2004, continuing his service until his recent retirement on December 14, 2021.

Chief Agee convinced Chester County Council to allow him to have the Eckman Study conducted and to implement many of these improvements recommended by the study:

- The Fire District added a badly needed Rescue Truck
- A new Fire Station was constructed in 2012 to prepare the District for the future
- A new Sub-Station was built to help lower the ISO for more of the Fire District
- Chief Agee became the first full-time firefighter for the Fire District
- Fire Flow capabilities were expanded to the Peden Bridge Road area by acquiring and installing a 30,000 gallon underground water tank at no cost to the surrounding areas

Chief Agee was instrumental in lowering the ISO from a Class 9 to a Class 4

Chief Agee led a movement to start a first responder program that has grown to full service

NOW, THEREFORE Chester County Council proudly recognizes the commitment, tenacity and service of Chief John Agee to the Town of Richburg and to Chester County.

DONE IN MEETING DULY ASSEMBLED, this 21st day of March 2022.

CHESTER COUNTY

Dr. Wylie Frederick
Chester County Interim Supervisor

ATTEST:

Karen Lee, Clerk to Chester County Council



A PROCLAMATION

TO HONOR THE SERVICE OF K-9 SHERIFF'S DEPUTY ASO OF THE CHESTER COUNTY SHERIFF'S OFFICE

Chester County and the Chester County Sheriff's Office does hereby recognize K-9 Sheriff's Deputy Aso for seven years of dedicated and heroic service to the Chester County community.

Aso was born on June 18, 2013, and was brought to the Sheriff's Office in July 2014 to work with Narcotics Corporal David Ford. Corporal Ford and K-9 Sheriff's Deputy Aso began their K-9 training on October 27, 2014, graduating on March 27, 2015, and then began their career working together.

Throughout his time with the Sheriff's Office, K-9 Sheriff's Deputy Aso and Corporal Ford worked on numerous captures of criminals. Aso's service record speaks for itself, showing an exemplary Deputy, and bonding closely with his partner, Corporal Ford.

Officer Aso has now retired from service to the community but is enjoying being able to relax, spend quality family time with Corporal Ford, and be a couch dog. He will be greatly missed by all who were grateful to be a part of Aso's wolfpack, but in particular by Corporal Ford who claims to have simply been just the "heavy end of the lead".

NOW, THEREFORE Chester County Council and the Chester County Sheriff's Office, proudly recognizes the bravery and heroism of K-9 Officer Aso, and honor and thank him for his service and commitment to public safety and law enforcement for the citizens of Chester County.

DONE IN MEETING DULY ASSEMBLED, this 21st day of March 2022.

CHESTER COUNTY

CHESTER COUNTY SHERIFF

Dr. Wylie Frederick
Chester County Interim Supervisor

Sheriff Donald "Max" Dorsey
Chester County Sheriff

ATTEST:

Karen Lee, Clerk to Chester County Council

Resolution 2022-5



A RESOLUTION TO GIFT THE SERVICE WEAPON TO SHAWN CAMPBELL

WHEREAS, Chester County is grateful for the service given by Sergeant Shawn Campbell for his twelve years of service to the Chester County Sheriff's Office; and

WHEREAS, in accordance with South Carolina Code of Laws §23-1-255 and Chester County Ordinance 11-16-098, upon retirement, state law enforcement officers may retain their commissions in retired status with all rights and privileges, including the right to retain their service weapons issued while serving in active duty status provided certain requirements are met; and

WHEREAS, for retiring officers with service of less than fifteen years, officers must contribute one-half of the replacement cost of the weapon; and

WHEREAS, the service weapon used by Sergeant Shawn Campbell during his career with the Chester County Sheriff's Office was a Glock 23, .40 caliber, Serial number XKK573, with a current replacement cost of \$441.72.

THEREFORE, the Chester County Council does hereby resolve to allow Sergeant Shawn Campbell to retain the weapon used by Sergeant Shawn Campbell during his career with the Chester County Sheriff's Office in exchange for a payment of \$220.86, and provided he completes the requisite documentation for the transfer of this weapon.

DONE IN MEETING DULY ASSEMBLED, this ___ day of March ___, 2022.

COUNTY COUNCIL OF CHESTER COUNTY

Dr. Wylie Frederick
Interim County Supervisor

ATTEST:

Karen Lee
Clerk to County Council of Chester County

**CHESTER COUNTY, SOUTH CAROLINA
ORDINANCE NO. 2021-15**

**APPROVING THE EXECUTION AND DELIVERY OF A
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND
JDSI, LLC PROJECT STANTON (FORMERLY KNOWN AS
CHESWICK); AND OTHER RELATED MATTERS.**

WHEREAS, according to the provisions of the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated section 6-31-10, *et seq.* (collectively, “Act”), and Chester County Ordinance No. 2021-12 (“Development Agreement Ordinance”), the Chester County Council (“County Council”), as the governing body of Chester County, South Carolina (“County”) is authorized to enter into development agreements to provide for the County’s development;

WHEREAS, the County adopts and incorporates by reference as if fully stated herein in their entirety the County’s findings from the Development Agreement Ordinance;

WHEREAS, the County Planning Director has reviewed the proposed development agreement for the referenced project (“Development Agreement”), the substantially final form of which is attached to this Ordinance as Exhibit A, and which is incorporate herein by reference as if fully stated herein in its entirety and has confirmed to the Development Agreement Ordinance.

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

Section 1. *Incorporation of Findings.* The County hereby adopts and incorporates the findings contained in the “WHEREAS” clauses above.

Section 2. *Development Agreement Requirements.* The County finds the Development Agreement meets the requirements of the Act and the Development Agreement Ordinance.

Section 3. *Development Agreement Approval.* According to the authority provided by the Act and the Development Agreement Ordinance, the Development Agreement, attached as Exhibit A, which is now before this meeting, is approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Fee Agreement were set out in this Ordinance in its entirety. The interim Supervisor/Chairman of the County Council and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Development Agreement in the name and on behalf of the County, and thereupon to cause the Development Agreement to be delivered to the developer. The Development Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder, or otherwise constitute a major or moderate modification as provided in the form of the Development Agreement, and which shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of Development Agreement now before this meeting.

Section 4. *Additional Provisions.*

(a) The interim Supervisor/Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or

provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder; and

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Dr, Wylie Frederick, Interim County Supervisor
Chester County, South Carolina

[SEAL]

Attest:

Karen Lee, Clerk to County Council
Chester County, South Carolina

First Reading: September 7, 2021
Public Hearing: March 7, 2022
Second Reading: March 7, 2022
Public Hearing: March 21, 2022
Third Reading: March 21, 2022

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT (PROJECT STANTON)

| | | |
|-----------------------|---|-------------------------------------|
| SOUTH CAROLINA |) | DEVELOPMENT AGREEMENT |
| |) | STANTON DEVELOPMENT |
| CHESTER COUNTY |) | (FORMERLY KNOWN AS CHESWICK) |

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of March 21, 2022 (“Agreement Date”), by and among JDSI, LLC, a North Carolina limited liability company (“The Developer”), and the **CHESTER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate, a political subdivision of the State of South Carolina (“State”), each a “Party,” collectively “Parties.”

R E C I T A L S

WHEREAS, the Developer owns legal title to certain real property consisting of approximately 234.91+/- acres, located in the County and known as Stanton Development (formerly known as “Cheswick”) and more fully described in Section 1.04 of this Agreement (“Property”); and

WHEREAS, the County has rezoned the Property a PD (Planned Development) District; and

WHEREAS, the Developer and the County have determined that it is in the best interests of the County and the Developer to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development; and

WHEREAS, The Developer desires to obtain from the County in connection with the development, and County is willing to provide, assurances: (1) that the Property is zoned a PD (Planned Development) District for the duration of this Agreement, (2) that at receipt of the Developer’s development and construction permits, the Developer may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

WHEREAS, in connection with the proposed development, the Developer and the County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) and Chester County Ordinance No. 2021-12 (“Ordinance No. 2021-12”), the parties to this Agreement, intending to be legally bound, agree as follows:

**ARTICLE I
GENERAL**

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions.

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

(1) “County Council” means the governing body of Chester County, South Carolina.

(2) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(3) “Ordinance No. 2021-12” means Ordinance No. 2021-12 of County which is cited as the Development Agreement Ordinance for Chester County, South Carolina.

(4) “UDO” means the Land Development Ordinance, enacted June 3, 1996, as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 2021-12 or the UDO.

Section 1.03. Parties. The Parties to this Agreement are the County and the Developer.

Section 1.04. Property. This Agreement applies to two (2) parcels of land identified as Chester County, South Carolina Tax Map Nos. 124-00-00-027-000 and 124-00-00-024-000, which is also referred to as the Property and reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned PD (Planned Development) pursuant to, collectively, CCMA21-15 and CCMA21-16.

Section 1.06. Development Program.

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all standards contained in the most current version of the UDO unless otherwise modified by this Agreement. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) The County and the Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The

development schedule is a planning and forecasting tool only. The County and the Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) The County agrees that if the Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall commencement of construction occur on or after a date that is 15 months after the Agreement Date, excepting on account of force majeure (which for purposes of this subitem (C), means any circumstance or event outside of the reasonable control of the Developer).

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Planning Director for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective 45 days from receipt by the Planning Director for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 45-day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the Parties may be rendered liable in any manner for the debts or obligations of any other party, to any person, firm, corporation, or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not the Developers thereof and the owners and lessees of individual lots, who are not the Developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of the Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. The Developer must give notice to County of the transfer of property to a Developer in the manner prescribed in section 3.05.

(C) The Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including, but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 10 years thereafter as provided herein or by the Act; provided, however that the Developer and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

Section 1.11. Required Information. Ordinance No. 2021-12 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with County's comprehensive plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-15 in accordance with the procedural requirements of the Act, Ordinance No. 2021-12 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-15 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of The Developer.

(A) The Developer represents that the number of acres of highland contained in the Property is approximately 234.9+/- acres.

(B) The Developer represents that, as of the Agreement Date, it owns legal title to the Property.

(C) The Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of the Developer.

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) The County agrees that the Developer, upon receipt of its development permits as identified in section 3.04, may proceed to develop the Property according to this Agreement and the UDO. The right of the Developer to develop the Property as set forth in this Agreement is deemed vested with the Developer for the term of this Agreement when the Developer has complied with all requirements of section 5.19 of this Agreement.

(B) The County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in, collectively, CCMA21-15 and CCMA21-16, the UDO and the terms of this Agreement if and only if the Developer has complied with all the requirements of section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that the County shall not accept financial guarantees for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. RESERVED.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. The County shall not, unless consented to by Developer, enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Developer under this Agreement except in conformance with Section 5.02 hereof.

(C) The Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by the County.

Section 3.04. Development Permits.

(A) Notwithstanding this Agreement, the Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular development permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with this Agreement, the law governing the permitting requirements, conditions, terms, or restrictions, as may be applicable. The failure of this Agreement to address a particular development permit does not abrogate the Development Rights arising out of this Agreement where such development permit is customary or necessary for the development of the Property, and consistent with the intent and purpose of this Agreement.

(C) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Developer to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Developer's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

Together with any conveyance or transfer of interest in a portion or all of the Property, the Developer may assign any portion or all of its Development Rights under this Agreement to such transferee or grantee, provided, however, that the County as a result of the assignment does not release any current or subsequent Developer from any or all of its obligations under this Agreement taking place or to have taken place as a Developer during its ownership of the Property. If a purchaser, lessee, or other successor in interest of any portion of the Property becomes a Developer under this Agreement, then each current and subsequent Developer remains, and the additional Developer becomes, responsible for the performance of the development obligations and the additional Developer is entitled to the Development Rights appurtenant to the portion of the Property so transferred, upon the recording with the Chester County Clerk of Court, together with recording of the instrument transferring an interest in the Property, an Assignment substantially in the form of Exhibit G attached hereto that (i) indicates the grantee's or transferee's acceptance of the development obligations, and (ii) identifies the Development Rights assigned to the grantee or transferee, appurtenant to the portion of the portion or all of the Property so assigned. The Developer may, at its sole discretion, retain those certain Development Rights and development obligations with respect to the portion of Property conveyed or transferred as may be more specifically set forth in the Assignment.

The Developer may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05(A). Upon completion of the assignment, the Property Owner agrees to notify the County of such transfer and provide information in connection therewith, including the name, address and contact information for the transferee. This notification to the County shall occur prior to notification to third parties and/or a public announcement of the transfer.

Any Developer shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05(A) in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(B) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third-party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the

development obligations and be a beneficiary of the Development Rights as the Developer successor in title to the Developer.

(C) Notwithstanding anything to the contrary in this Agreement, the Developer shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Developer's subsidiaries and affiliates, to assume some or all of the Developer's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption"). The provisions of Section 3.05(A) hereof pertaining to Assignment of Development Rights and development obligations to the Developers shall not apply to an Assumption. Timely following any Assumption, the Developer shall notify the County of the identity and address of the person, firm, corporation, or entity for the purpose of Section 5.01 hereof, and such person, firm, corporation, or entity shall be substituted and considered the Developer under this Agreement. Where an Assumption pertains only to a portion of the Developer's Development Rights and/or development obligations pursuant to this Agreement, the Developer shall also notify the County of the extent to which the Development Rights and/or development obligations shall be assumed.

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the Property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.02. Payment of Costs. In addition to any other fees for which this Agreement provides, the Developer 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 \$7,500. Such amount shall be paid within 30 days of the Developer's receipt of an invoice for legal fees, which shall contain a generic (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Section 4.03. Other Charges or Fees.

(A) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

(B) All single-family detached and attached dwellings shall be subject to a \$1,500 impact fee, payable by the building permit applicant to the County at the time of issuance of the building permit.

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Developer, and many necessary infrastructure improvements and services will be provided by the Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. The Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development

of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer is also responsible for maintenance of all roads that are not public roads. The Developer acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following: Chester Metropolitan District, Chester County Wastewater Recovery, and/or some other public or private entity. The Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the appropriate provider and *not* the County. The County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and/or sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Developer acknowledges that the County has no authority or responsibility for providing potable water services or sewer services in the County and that each service provider is a separate apart and distinct from the County over which the County has no control.

(C) Storm Water Management. The Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by the Developer or a homeowners' association. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Service, Emergency Medical Service, and Law Enforcement. The Property is in Richburg Fire Protection District service area and fire services will be provided by the Richburg Fire Protection District, or its successor entities. The Developer will dedicate one and three-quarters (1.75) acres of the Property along Wylies Mill Road, such location to be mutually approved by the Developer and the County, for use by fire services, emergency medical services, law enforcement departments, and/or other public service uses.

(F) School Services. Public school services are now provided by the Chester County School District. The Developer acknowledges that the County has no authority or responsibility for providing public school services in the County.

ARTICLE V MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage

prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Chester County, South Carolina
Attn: County Supervisor/Administrator
1476 J.A. Cochran Bypass (hand delivery/courier service)
Post Office Box 580
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

The Winters Law Firm, PA
Attn: Joan E. Winters, Esq.
105 Main Street (hand delivery/courier service)
Post Office Box 127
Chester, South Carolina 29706

With a Copy to (does not constitute notice):

King Kozlarek Law LLC
Attn: Michael E. Kozlarek, Esq.
201 Riverplace Suite 500 (29601) (hand delivery/courier service)
Post Office Box 565
Greenville, South Carolina 29602-0565

To The Developer: JDSI, LLC
Attn: Judson Stringfellow
2116 Crown Centre Dr, Suite 200 (mail/hand delivery/courier service)
Charlotte, North Carolina 28227

With a Copy to (does not constitute notice):

Morton & Gettys, LLC
Attn: Daniel J. Ballou
331 E. Main St., Ste. 300 (29730, hand delivery or overnight)
Post Office Box 707 (29731, US Mail)
Rock Hill, South Carolina

Section 5.02. Amendments.

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Developer, and in compliance with the Act. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any major modification of this Agreement shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act. Minor and moderate modifications to this Agreement, enumerated in Exhibit B attached hereto, may be made without a public

hearing or an amendment of this Agreement upon mutual written consent of the County and the Developer. A proposed modification not enumerated in Exhibit B shall be deemed a major modification.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every 12 months, the Planning Director for the County, or the designee of the Planning Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in section 5.03 of this Agreement or at any other time, the Planning Director for the County, or the Planning Director's designee, determines that the Developer has committed a breach of the terms or conditions of this Agreement, then the Planning Director for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Developer setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Developer 60 days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Developer to cure such breach.

(B) If the Developer fails to cure the breach within 60 days, or if the breach cannot be cured within such 60 days period and the Developer does not commence to cure the breach within such 60 days period, and thereafter diligently pursue the same to completion, then the County may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

Section 5.05. Enforcement. The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third-Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that the Developer shall record this Agreement with the County Clerk of Court within 14 days after the date of execution of this Agreement.

Section 5.08. Administration of Agreement. The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full

force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Within 60 days of a receipt of a written request sent by the Developer to the County, the County shall issue an estoppel certificate in recordable form that with regard to the portion or all of the Property described in the request, and except as stated, to the best of the County's knowledge, without any inquiry, there are no violations or breaches of this Agreement. The estoppel certificate will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. If the County does not respond to such request within 60 days of its receipt, the Property described in the request shall be deemed in compliance with this Agreement.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. The County and the Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 6th Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair, or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any part of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties

hereto. In the event that any part or all of this Agreement is held to be void by a court of competent jurisdiction, the provisions of Ordinance 2021-15 shall remain effective until amended through such process as may be required for the amendment of the Ordinance 2021-15 by the County at the time of the amendment.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Supervisor clocked-in copies, of the recorded Agreement. If the County Supervisor has not received clocked-in copies of the Agreement within 10 business days after recording the Agreement with the Chester County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Developer. The obligation of the Developer pursuant to section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Developer pursuant to section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. Indemnification Covenants.

(A) Except as provided in paragraph (d) below, the Developer 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 Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(B) The County is entitled to use counsel of its choice and the Developer shall reimburse the County for all 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 Developer shall pay the County within 30 days of receipt of the statement. The Developer 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 Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer’s expense. The Developer 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 Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

(D) Notwithstanding anything in this Section or this Agreement to the contrary, the Developer 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 Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this 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 Developer 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 Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

[TWO SIGNATURE PAGES AND SEVEN EXHIBITS FOLLOW]
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EXHIBIT A
PROPERTY DESCRIPTION

Parcel # 1: TAX PARCEL 124-00-00-027-000

That certain tract or parcel of land situated, lying, and being in Chester County, South Carolina and being more particularly described as follows:

BEGINNING at an existing metal “u” post marking the southwest corner of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 804, Page 66, said post also lying on the northern line of the Kirkpatrick Acquisitions, LLC property as described in Deed Book 923, Page 156, and runs thence with the Kirkpatrick Acquisitions, LLC property two (2) courses and distances as follows: (1) South 67-04-05 West 1,531.49 feet to an existing rebar with cap; (2) North 67-00-08 West 1,200.07 feet to the base of an existing #5 rebar marking the eastern corner of the Thomas J. Gast Family Limited Partnership as described in Deed Book 722, Page 122, Deed Book 722, Page 117 & Deed Book 722, Page 112; thence with the Thomas J. Gast Family Limited Partnership property South 86-25-35 West 244.23 feet to an existing 3/4” iron pipe with elbow marking the southeast corner of the St. Katherine Properties, LLC property as described in Deed Book 926, Page 109 & Deed Book 926, Page 112; thence with the St. Katherine Properties, LLC property two (2) courses and distances as follows: (1) North 07-51-05 East 184.41 feet to an existing 1” aluminum pipe; (2) North 07-38-42 East 1,269.93 feet to an existing 1” iron pipe lying on the southern line of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 534, Page 61; thence with the Alvarez property four (4) courses and distances as follows: North 87-38-19 East 399.98 feet to an existing 1” iron pipe; (2) North 42-24-10 West 229.46 feet to an existing 1/2” x 1” iron rod with stones; (3) North 56-08-06 East 1,653.98 feet to an existing #5 rebar; (4) South 20-20-45 East 1,165.58 feet to an existing metal “u” post marking the northwest corner of the J.C. Alvarez, III & Billie Jean D. Alvarez property as described in Deed Book 804, Page 66; thence with the Alvarez property South 22-24-07 East 1,420.13 feet to the Point or Place of **BEGINNING**; containing 115.96 acres of land.

AND

Parcel # 2: TAX PARCEL 124-00-00-024-000

That certain tract or parcel of land situated, lying, and being in Chester County, South Carolina and being more particularly described as follows:

BEING all of the property shown in the “Boundary and Subdivision Survey of W.C Kirkpatrick Lands for Mulvaney Properties” recorded in the Office of the Clerk of Court for Chester County South Carolina in Plat Cabinet D, Slide 91, Page 3, LESS AND EXCEPT Tracts A & B; containing 118.95 acres

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT B
DEVELOPMENT PROGRAM

1. *Stanton Conceptual Rezoning Plan*: The Stanton Conceptual Rezoning Plan, which is attached hereto as Exhibit B-1, and the Stanton Anticipated Project Schedule, which is attached hereto as Exhibit B-2, both of which are incorporated herein by reference, and made a part hereof, shall serve as the general guide for the location of public facilities, roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Stanton Conceptual Rezoning Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. *Zoning District*: The Property is in the PD (Planned Development) zoning district and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. *Permitted Uses*: The Property shall be permitted to include commercial development, including all permitted uses in the Limited Commercial District as set forth in the Chester County Zoning Ordinance, enacted April 6, 1998, as amended. The Property shall also be permitted to be developed as a residential community to include single-family detached dwellings, single-family attached dwellings (townhomes), attached dwellings (apartments), and their associated accessory uses and amenities (including, but not limited to, clubhouses, pools, pocket parks, seating areas, landscaped areas, playgrounds, open multi-purpose lawn spaces, dog parks, and trails), with all other uses permitted within the applicable zoning district(s) and not identified as being prohibited. The permitted location of said uses on the Property shall be identified on the approved Stanton Conceptual Rezoning Plan.

4. *Prohibited Uses*: The following uses shall not be permitted on the Property regardless of the provisions contained in the UDO: gas station, vape lounge, and gaming.

5. *Dimensional Requirements*: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the UDO and noted in the table below:

MODIFIED MINIMUM DIMENSIONAL STANDARDS*

a. Uses and densities for the development will be limited as shown on the Stanton Conceptual Rezoning Plan.

b. No homes will front on the main boulevard identified as “Road A” on the Stanton Conceptual Rezoning Plan.

c. Maximum structure height shall be 35 feet (*not applicable to church spires, belfries, cupolas, domes, utility and communication towers, chimneys, flag poles, and antennae*).

d. Medium Density Area:

- i. Minimum lot width: 50’
- ii. Minimum lot size: 6,000 square feet
- iii. Minimum front setback: 25’
- iv. Minimum side setback: 6’
- v. Minimum rear setback: 20’

e. Low Density Area:

- i. Minimum lot width: 60’

- ii. Minimum lot size: 7,200 square feet
 - iii. Minimum front setback: 25'
 - iv. Minimum side setback: 6' (12' setback from roadway for corner lots)
 - v. Minimum rear setback: 20'
- f. Attached Single Family (Townhome) Area
- i. Minimum Lot Width: 20'
 - ii. Minimum front setback: 20'
 - iii. Minimum side setback: 5'
 - iv. Minimum rear setback: 20'

* All other development standards shall conform to the General Provisions, Permitted Uses and Lot Information, Lot Standards, Transportation and Site Circulation, Environmental, Landscape, Open Space and Signage, Architecture, Phasing, and Fire provisions as generally set forth in the Stanton Conceptual Rezoning Plan.

6. *Maximum Development Intensity*: The maximum number of residential units developed at the Property shall be limited to 1,150.

7. *Residential Section – Site Layout and Architecture*:

a. General Site Layout: The site layout shall generally conform to the Stanton Conceptual Rezoning Plan.

b. Architecture: Architectural standards for buildings shall generally conform to the Stanton Conceptual Rezoning Plan.

8. *Commercial Section-Site Layout and Architecture*:

a. General Site Layout: The site layout shall generally conform to the Stanton Conceptual Rezoning Plan.

b. Architectural Design and Materials: Architectural standards for buildings shall generally conform to the Stanton Conceptual Rezoning Plan.

9. *Open Space and Landscaping*: A minimum of 15% of the total development acreage shall be set aside as open space including, but not limited to, parks, green space, buffers, and water quality facilities. All open space will be managed by the homeowners' association.

10. *Transportation*: Offsite and onsite improvements shall conform to the Stanton Conceptual Rezoning Plan.

11. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to this Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

ORDINANCE NO. 2021-15

a. Minor Modifications: Minor Modifications shall only be to the Stanton Conceptual Rezoning Plan. The Planning Director for the County shall determine what shall constitute a Minor Modification and have the authority to administratively approve such. The following modifications, adjustment, and clarifications shall constitute Minor Modifications to this agreement:

- i. Correction of any typographic or scrivener's error.
- ii. Minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
- iii. Administrative determinations pursuant to a periodic review in accordance with Section 5.03 of the Agreement.
- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
- v. Recording of modification in the addressee provisions of Section 5.01 of the Agreement.
- vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of the Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
- vii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements in the Agreement or other applicable County codes or ordinances, as approved by the Planning Director for the County.

b. Moderate Modifications: Moderate Modifications are those modifications to the Stanton Conceptual Rezoning Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes or are modifications to the text of Exhibit B that do not reflect the inclusion of new land use categories, increases to maximum dwelling units or square footage allowances. Moderate Modifications may be approved by the resolution of the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to this Exhibit B.

c. Major Modifications: Major Modifications are those that do not qualify as either a Minor or Moderate Modification, such as a substantive change in the location of land uses or the addition of new external access points to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 2021-12 for a proposed development agreement.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within 60 days after the Agreement Date, the Developer anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Developer anticipates beginning construction at the Property within 15 months after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Developer anticipate the following interim completion dates for development of the Property pursuant to the Agreement, subject to force majeure (as within defined).

| <u>Year</u> | <u>Percentage Completed</u> |
|--------------------|------------------------------------|
| 5 | 50% |
| 10 | 100% |

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a final plat for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

ORDINANCE NO. 2021-15

The Act and Ordinance No. 2021-12 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 2021-12.

(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, JDSI, LLC, is the legal and equitable owner of the Property.

(B) the duration of the agreement which must comply with section 6-31-40 of the Act. See section 1.10.

(C) a representation by the Developer of the number of acres of highland contained in the property subject to the agreement. See section 2.02.

(D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See section 1.05.

(E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See section 1.06.

(F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Developer. See article IV.

(G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. The Developer shall comply with all applicable environmental laws.

(H) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See section 3.04.

(I) a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See section 2.01(A).

(J) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See section 3.01(B) and Exhibit E.

ORDINANCE NO. 2021-15

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See section 5.02.

(Q) a provision for periodic review, consistent with the provisions of Exhibit A, item (Q) of Ordinance No. 2021-12. See section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Exhibit A, item (R) of Ordinance 2021-12. See section 5.04.

(S) a provision that the Developer, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Developer. See section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See section 1.09(B), section 3.05, and section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

1. Collectively, CCMA21-15 and CCMA21-16 zoning the Property as PD (Planned Development).
2. Ordinance No. 2021-14, approving this Development Agreement.
3. Ordinance No. 2021-12, the Development Agreement Ordinance.
4. Unified Development Ordinance of Chester County: Land Development Ordinance, enacted June 3, 1996, as amended, as of the Agreement Date (“UDO”). The UDO includes Ordinance No. 2021-12, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Chester County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Chester County: *See* Unified Development Ordinance of Chester County.
6. Zoning Ordinance, enacted April 6, 1998, as amended.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT F
FORM REQUEST TO MODIFY DEVELOPMENT SCHEDULE

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER) **ADDENDUM**
) **TO**
) **DEVELOPMENT AGREEMENT**

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

[insert recording date of Addendum]

, by Chester County, a political subdivision of the State of South Carolina, and

[insert JDSI, LLC, a North Carolina limited liability company, or its successor or assign]

RECITALS

WHEREAS, JDSI, LLC, a North Carolina limited liability company (the “Property Owner”), is a party to that certain Development Agreement with CHESTER COUNTY, SOUTH CAROLINA (the “County”), effective date of _____, 2021, recorded on _____, 2021 in the office of Chester County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

[if applicable, insert successor or assign of JDSI, LLC as a Developer pursuant to an Assignment]

WHEREAS, the Development Agreement is appurtenant to and runs with that certain real property situate in Chester County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

WHEREAS, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

WHEREAS, without limitation, Section 1.07. of the Development Agreement provides that the

[insert either Property Owner or Developer]

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

WHEREAS, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County shall approve such request within 45 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

WHEREAS, the Petitioner has requested, and the County has approved, a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

NOW, THEREFORE, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

1. Modification of Development Phasing Schedule. The Development Schedule for the Addendum Property shall hereby be modified as follows:

[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]

2. Approval by County. This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning Director's signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

[insert name]
Chester County Planning Director

Planning Director's Dated Stamp of Approval

3. Effect of Modification of Development Phasing Schedule. Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

4. Recording Required. This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County's approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

5. Authority. The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not JDSI, LLC or its
successor in corporate interest]**

6. Consent by Property Owner. The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named _____, (name), the _____ (title) of _____ (Property Owner), _____ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with _____ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

WHEREAS, in consideration of Assignor's agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee's agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. **Assignment and Assumption of Development Rights.** Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

[insert assigned Development Rights]

2. **Retained Development Rights.** Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

[insert retained Development Rights]

3. **Assignment and Assumption of Development Obligations.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

[insert assigned development obligations]

4. **Retained Development Obligations.** Assignor retains the following development obligations:

[insert retained development obligations]

5. **Release; Indemnity.** Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend, and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Chester County.** Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Chester County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Chester County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. Binding Effect. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. Authority. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. Counterparts. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

**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 to be applied to reduce the first five 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]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

Chairman/Interim Supervisor
Chester County Council

(SEAL)
ATTEST:

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 No. [to come]

Also known as: [physical address to come]

EXHIBIT B

FORM OF FEE AND SPECIAL SOURCE CREDIT AGREEMENT

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(1)(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, "Park Act").

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

ARTICLE I
DEFINITIONS

Section 1.1 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.

Section 1.2 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.

Section 1.3 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.

ARTICLE II **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 20[22], as permitted under Section 12-44-50(A)(1)(d) of the Act.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 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).

Section 3.2 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.

Section 3.3 Filings and Reports.

(a) 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.

(b) 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.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1 FILOT Payments.

(a) 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.

(b) 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 [0.4893], which shall be fixed for the length of this Fee Agreement.

(c) 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.

Section 4.2 Special Source Credits.

(a) 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 consecutive years in an amount equal to fifty percent 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 agreement governing the Industrial Development Park (or other non-host county under a substitute park agreement, if applicable).

(b) 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.

(c) 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 sixtieth day following the last day of the Investment Period.

(d) 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 years immediately following such removal.

(e) To claim each Special Source Credit, the Company shall file with the County Supervisor, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Company is entitled to claim a Special Source Credit, an Annual Special Source Credit Revenue Certification, the form of which is attached as Exhibit C, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Credit. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Revenue Credit Certification prior to remitting any amount that might otherwise be due to the Company. If the information contained on the Annual Special Source Revenue Credit Certification is correct, then the County shall remit any refund due no more than 30 days after receiving the Company's FILOT Payment. In no event is the County required to remit any payment to the Company while any of the Company's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Company.

(f) **THE SPECIAL SOURCE CREDITS ARE PAYABLE SOLELY FROM THE PILOT 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.**

Section 4.3 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:

(a) 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

(b) 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.

Section 4.4 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.

Section 4.5 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.

Section 4.6 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.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) 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.

(b) 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.

(c) 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.

Section 4.8 Condemnation.

(a) 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.

(b) 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.

(c) 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.

Section 4.9 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.

Section 4.10 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.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) 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.

Section 4.12 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 \$7,500. 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.

Section 4.13 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.

Section 4.14 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 months.

ARTICLE V
DEFAULT

Section 5.1 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:

(a) 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;

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

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

(d) 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;

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

(f) 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.

Section 5.2 Remedies on Default.

(a) 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:

(i) terminate the Fee Agreement; or

(ii) 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.

(b) 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:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

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.

Section 6.3 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.

Section 6.4 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.

Section 6.5 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.

Section 6.6 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.

Section 6.7 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.

Section 6.8 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.

Section 6.9 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.

Section 6.10 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.

Section 6.11 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.

Section 6.12 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.

Section 6.13 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.

Section 6.14 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.

Section 6.15 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 THREE 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 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 containing [TO COME]

[TO COME]

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: _____

EXHIBIT C

FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

References is made to 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”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Company is entitled to claim a Special Source Credit (“SSC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 50% of each of the FILOT Payments for a period of five consecutive years.

2. The invoice for the annual FILOT Payment for tax year 20____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Company made, in aggregate, \$ _____ in qualifying investment at the Project.

4. The Company is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 50% = \$ _____

5. The total amount that the Company is entitled to have the County refund (following payment of 100% of the FILOT Payment due), representing all or a portion of the FILOT Payment, is:
\$ _____

6. The SSC specified in this Certificate for the current property tax year, together with the amount of all SSCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company for which an SSC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____

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

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



Lancaster Animal shelter adoption fee



All Shopping News Maps Images More Tools

About 1,300,000 results (0.80 seconds)

\$200.00

Adoption Fees: Puppies: \$200.00 - Includes full veterinary exam, spay/neuter, microchip, deworming and age-appropriate vaccines. Adult Dogs / Seniors: \$200.00 - Includes veterinary exam, heartworm test, geriatric blood work (if needed), spay/neuter, microchip, deworming, rabies vaccine and adult booster.

https://www.lancasterspca.net/available-for-adoption

Available Pets | Lancaster SC

About featured snippets Feedback

https://www.lancastersheltersc.com

Lancaster County Animal Shelter | Lancaster, South Carolina

Adoption fees cover the costs of these services. Our goal here at the shelter is to help the overpopulation on cats and dogs by spaying and neutering all of ...

Animals at the Shelter · Online Dog Adoption Application · Adoption Process · About

https://www.lancastersheltersc.com/fee-schedule

Fee Schedule | Lancaster SC Animal Shelter

Adoption Fees. Dogs. \$100 Includes Spay/Neuter and Microchip. Cats. \$80 Includes Spay/Neuter and Microchip. Owner Surrender. All animals - \$25.

https://www.lancasterspca.net/online-application

Adoption Application | Lancaster SPCA of South Carolina

Adoption Process: We do not operate a shelter. All animals are placed in foster homes until a permanent home is found. If you are interested in meeting one ...

https://www.adoptapet.com/adoption_rescue/75534

Humane Society of Lancaster SC - Adopt-a-Pet.com

Regular adoption fee for pups/dogs is \$200 and \$150 for cats/kittens, which, age appropriate, includes spay/neuter & microchip with our vet & spay/neuter clinic ...

https://animalcare.lacounty.gov/faqs

FAQs - Animal Care and Control

Why Adopt from Us? ; Dog, \$50 (\$30 if in the animal care center for more than 10 days), Spay/neuter: \$50. (plus pain medication, if needed: \$10). Microchip: ...

https://www.yorkcountygov.com/Animals-for-Adoption

Animals for Adoption | York, SC

Adopting a pet at the York County Animal Control Adoption Center is easy: The adoption fee is \$77.00. You will need a government issued photo ID.

Missing: Lancaster | Must include: Lancaster

https://www.khumanesociety.org

Kershaw County Humane Society | Pet Adoptions | Animal ...

Food Truck Festival at Historic Camden April 9th - 3pm - 7pm. Buy wristbands in advance at the shelter and/or at the event gate.

https://www.petfinder.com/member/lancaster-spca-sc

Pets for Adoption at Lancaster SPCA - SC, in ... - Petfinder



Lancaster County Animal Shelter

Website Directions Save

3.9 27 Google reviews

Animal shelter in Lancaster County, South Carolina

Address: 2074 Pageland Hwy, Lancaster, SC 29720

Hours: Opens soon · 12PM -

Phone: (803) 286-8103

Suggest an edit · Own this business?

Questions & answers

See all questions (14)

Ask a

Reviews

Write a review Add

"This place has adorable cats and dogs, all looking for forever home."

"So why werent the puppies held there for 5 days in c owner showed up???"

"Nice people very friendly."

View all Google reviews

From Lancaster County Animal Shelter

"County Animal Shelter caring for homeless animals."

Profiles

Facebook

People also search for

View

| | | | | |
|--------------------------------|----------------------------|-------------------------|-------------------------------|-----------------------|
| Humane Society of York Cou... | Chester County Animal C... | York County Animal C... | Humane Society of Union Co... | Je Plk Re Ani res ser |
| Animal protection organization | Animal shelter | Animal control service | Pet adoption service | |

About this data



York Sc county Animal shelter adoption fee



All Shopping News Maps Images More Tools

About 20,000,000 results (0.87 seconds)

https://www.yorkcountygov.com › Animals-for-Adoption

Animals for Adoption | York, SC

Adopting a pet at the York County Animal Control Adoption Center is easy: The adoption fee is \$77.00. You will need a government issued photo ID.

https://www.yorkcountygov.com › Fee-Schedule

Fee Schedule | York, SC

Board Fee Per Day, \$15.00 (dogs, cats, or fowl). \$30.00 (livestock) Owner Surrender Fee, \$50 per animal/ \$75 per litter of 3 or more animals ...

https://www.facebook.com › ... › Animal Shelter

York County Animal Shelter - Home | Facebook

York County Animal Shelter, York, South Carolina. ... Price Range · \$... We must decrease euthanasia of adoptable animals and increase adoptions of ...

Rating: 4.7 · 50 votes

https://humanesocietyofyorkcounty.org › adopt › adopt...

Adoption Process - Humane Society of York County

\$200 for dogs; \$100 for cats. Our adoption fee includes that each pet is spayed/neutered, microchipped, and vaccinated to their age. They are also tested ...

https://humanesocietyofyorkcounty.org

Humane Society of York County : Home

We exist to prevent animal suffering, to reduce animal overpopulation by promoting ... about animal welfare, and to place adoptable animals in loving homes.

https://www.petfinder.com › member › sc › york-count...

York County Animal Control - Petfinder

Learn more about York County Animal Control in York, SC, and search the available pets they have up for adoption on Petfinder.

https://www.adoptapet.com › adoption_rescue › 10467...

York County Animal Shelter in York, South Carolina - Adopt-a ...

1. Visit the Facility and Find a Pet · 2. Meet the Pet · 3. Sign Adoption Contract · 4. Pay Fee · 5. Take the Pet Home.

https://www.countyoffice.org › ... › York County › York

Adopt-A-Pet of York County - York, SC (Address and Phone)

Looking for Adopt-A-Pet of York County adoptions or lost pet reports? Quickly find Animal Shelter phone number, directions & services (York, SC)

https://ycspca.org › adopt › available-dogs

Adopt : Available Dogs - York County SPCA

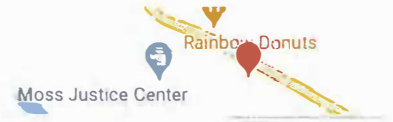
Meet the dogs looking for a new best friend at the York County SPCA! Submit your adoption application for an animal directly on their profile

Missing: Se | Must include: Sc

https://www.heraldonline.com › local › article154836254

Looking for a pet? York County may have a deal for you.

Jun 8, 2017 — The York County Animal Shelter typically charges \$77 per adoption. That fee



York County Animal Control

Website Directions Save

3.7 74 Google reviews

Animal control service in York County, South Carolina

Address: 713 Justice Blvd, York, SC 29745

Hours: Open · Closes 3PM

Phone: (803) 628-3190

Suggest an edit · Own this business?

Questions & answers

Q: Why is it that a dog cannot lay in the front yard without someone trying to have it taken away?

A: Liberal hacks thinks they have the right to conttol evoryor letting their own kids loot burn and destroy other peoples liv See all questions (39)

Popular times

MON TUE WED THU FRI SAT

11 AM: Usually a little busy



People typically spend 15 min here

Reviews from the web

4.7/5 Facebook 50 votes

Reviews Write a review Ad

"My husband and I adopted our dog, Jada from here two months ago."

"Could use a bit of stuff to rid the odor though."

"It's not a good place for young kids or people with s issues."

View all Google reviews

Profiles



fairfield Sc county Animal shelter adoption fee



All Shopping News Images Maps More

Tools

About 854,000 results (0.78 seconds)

https://www.fairfieldsc.com › residents › animal-adopti...

Animal Adoption Center | Fairfield County, South Carolina

We've outgrown our space! Adoption Fee: Dogs/Puppies: \$85.00 Cats/Kittens: \$85.00 *All fees are non-refundable.

https://www.facebook.com › ... › Animal Shelter

Fairfield County Animal Control and Adoption Center - Facebook

If your pet is missing please contact our office as soon as possible. If your pet is at our facility, there is a \$25 return to owner fee (per animal) and ...

Rating: 4.6 · 78 votes

https://www.adoptapet.com › adoption_rescue › 93094-...

Fairfield County Animal Adoption in Winnsboro, South Carolina

Fairfield County Animal Adoption's Adoption Process. Once an application is completed and approved there is an adoption fee of \$80 for dogs and \$40 for cats.

https://www.fairhumane.org

Fairfield Area Humane Society - Lancaster, Ohio 43130

The Fairfield Area Humane Society is an independent, non-profit, no-kill* organization dedicated to the humane treatment of animals through protection, ...

Adopt A Pet · How To Help · Membership/Supporters · Services

https://www.co.fairfield.oh.us › dog

Fairfield County Dog Adoption Center & Shelter

Fairfield County Dog Adoption Center & Shelter. View Our Adoptable Dogs. DOG ADOPTION CENTER & SHELTER 1715 Granville Pike Lancaster, Ohio 43130. CONTACT US

https://www.co.fairfield.oh.us › FC-Adoptable-Dogs

Fairfield County Dog Adoption Center & Shelter

We believe every dog deserves and belongs in a loving home. We hold lost dogs brought in to the Shelter for 3 days to see if an owner is looking for them, ...

https://animalmission.org › adoption

Adoption | Animal Mission

Please visit one of your area shelters below. All pets are spay/neutered ... County) 127 Humane Lane Columbia, SC 29209 ... Fairfield County Adoption Center

https://www.countyoffice.org › ... › South Carolina

Fairfield County Animal Control - Winnsboro, SC (Address ...

Winnsboro pet adoption fees, Fostering cats and dogs; Kill and no-kill policies. Animal Shelters near Winnsboro

http://lex-co.sc.gov › departments › animal-services › a

Animals for Adoption | County of Lexington

All animals at Lexington County Animal Services undergo temperament and ... All dogs have an adoption fee of \$40.00 and the following procedures are ...

Missing: fairfield | Must include: fairfield

http://mafiapets.org

MAFIA - Make A Friend in Animals



Fairfield County Animal Control

Website Directions Save

3.5 2 Google reviews

County government office in Fairfield County, South Carolina

Address: 2065 US-321 BYP, Winnsboro, SC 29180

Hours: Open · Closes 4PM

Phone: (803) 635-9944

Suggest an edit · Own this business?

Questions & answers

See all questions (5)

Ask a

Reviews from the web

4.6/5 Facebook · 78 votes

Reviews

Write a review Ad

2 Google reviews

Profiles

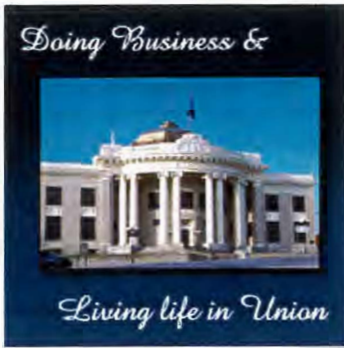
Facebook

People also search for

View

| | | | | |
|--|---|---------------------------------------|--|------------------|
| Fairfield Animal Hospital Veterinarian | Fairfield County Clerk-Court County government office | Animal Control Animal control service | Final Victory Animal R... Animal shelter | Fa co as: Ta der |
|--|---|---------------------------------------|--|------------------|

About this data



Flash: OFF
 This site is designed for use with Macromedia Flash Player. [Click here](#) to install.

Contact Info

Union County SC
 Union County Court House
 210 W. Main Street
 Union, SC 29379
 Phone: 864-429-1600
 Fax: 864-429-1603
 Contact Via Email

Menu

- > Home
- Elected Officials
- Sheriff
- Supervisor & County Council
- Departments A-D
- Departments E-Z
- Municipalities
 - > Magistrate Court
 - > Veterans Affairs Office
 - > Online Forms and Documents
 - > Election Commission
 - > Procurement

Login

User Login

Union County Animal Control and Shelter

Animal Control and Shelter
Animal Control Officer
 1647 Jonesville Hwy
 Union, SC 29379
 (864) 429-2808

Monday-Friday
 8:00am – 5:00pm
Animal Control Officer on duty

dkitchens@countyofunion.com

The Animal Control Officer has the responsibility of helping to control the animal population in Union County by picking up unwanted pets and lost or stray animals. County Animal Control service area includes the incorporated Towns of Carlisle, Jonesville and Lockhart. The City of Union provides animal control to citizens within its municipal boundaries. All animals (City and County) are transported to the County Animal Shelter located at the County Complex at 1647 Jonesville Highway (beside the Jail). This shelter is operated by the County in partnership with the City of Union.

LIVESTOCK LAND REGISTRY

Frequently Asked Questions

What office should be called to report barking dogs, or other animal complaints?
 The Animal Control Officer takes all complaints regarding domestic animal disturbances such as barking dogs, dogs running at large, etc. within the County. The Officer will investigate the complaint and initiate action for resolution as required. Contact the Animal Control Office at (864) 429-2808.

What should be done with dead animals?
 If the dead animals it is on the road way you can call SCDOT at (864) 427-3575. If the dead animal is on private property, the property owner is responsible for removal.

What should be done with an injured or wounded animal?
 Notify Animal Control at (864) 429-2808

Does Union County have a leash law?
 Union County does not have a leash law but we have a nuisance ordinance that states an animal who habitually chases or runs after persons or vehicles, or which destroys or damages property of another person or legal entity or which causes serious annoyance to a neighboring resident and interferes with the reasonable use and enjoyment of property, shall be deemed a nuisance. With this we can require you keep your dog on your property.

What should be done or who should be called if you find or lose an animal?
 Lost or missing animals should be reported to the Union County Animal Control and Shelter at 864-429-2808.

Do dogs and cats have to be vaccinated for rabies?
 South Carolina state law mandates that all dogs and cats must be currently vaccinated for rabies by a licensed veterinarian and the vaccination tag must be displayed around the animals

Adopting a Pet



The Shelter is open to the public for viewing animals available for adoption:
Monday-Friday
3:00pm - 5:00pm
 Or visit online at www.uccs.petfinder.com

Application for Adoption

| Adoption Cost | |
|---|---------------|
| All puppies and kittens under four months | \$63.00 |
| Cats and dogs over four months | \$72.00 |
| Large animals over 75 pounds | Slightly more |

The cost includes spay/neutering surgery, distemper shot, and adoption fee. Rabies shot for animals over the age of months.

All animals must be spayed or neutered before adoption or leaving our Shelter.

Volunteering at the Shelter

Union Animal Shelter welcomes volunteers. If you are at least 18 years old and interested in donating your time, please complete the application below. To learn more about the rewards of volunteering click here

Volunteer Application

(All applicants subject to approval by the County)

YOU CAN MAKE A DIFFERENCE !





humane society york county adoption fee



All News Images Shopping Maps More

Tools

About 3,370,000 results (0.71 seconds)

\$77.00

Adoption Fee

| Item | Fee |
|------------------------|---------|
| Adoption (All Animals) | \$77.00 |

https://www.yorkcountygov.com › Fee-Schedule
Fee Schedule | York, SC

About featured snippets Feedback

https://humanesocietyofyorkcounty.org › adopt › adopt...

Adoption Process - Humane Society of York County

\$200 for dogs; \$100 for cats. Our adoption fee includes that each pet is spayed/neutered, microchipped, and vaccinated to their age. They are also tested ...

https://humanesocietyofyorkcounty.org › adopt › adopt...

Adoptable Pets : Adoptable Overview - Humane Society of ...

Think adoption first, adoption saves lives! Please view our adoptable babies by choosing Dogs or Cats from the menu on the left! CSC Serviceworks.

https://humanesocietyofyorkcounty.org

Humane Society of York County : Home

We exist to prevent animal suffering, to reduce animal overpopulation by promoting spaying and neutering, to educate the public about animal welfare, ...

https://www.yorkcountygov.com › Animals-for-Adoption

Animals for Adoption | York, SC

Adopting a pet at the York County Animal Control Adoption Center is easy: The adoption fee is \$77.00. You will need a government issued photo ID.

https://ycspca.org › adopt › available-dogs

Adopt : Available Dogs - York County SPCA

Meet the dogs looking for a new best friend at the York County SPCA! Submit your adoption application for an animal directly on their profile.

https://ycspca.org

York County SPCA : Home

Hear how the changes we've implemented have increased the number of animals we save, simplified the adoption process, and improved the operations of our shelter ...

https://www.facebook.com › Animal Shelter

York County Animal Shelter - Home | Facebook

We Believe. We are part of the humane solution to animal overpopulation. We must decrease euthanasia of adoptable animals and increase adoptions of adoptable ...

Rating: 4.7 · 50 votes

https://www.adoptapet.com › adoption_rescue › 81746...

Humane Society of York County - Fort Mill - Adopt-a-Pet.com

Humane Society of York County's Adoption Process. We require an application be filled out. The



Humane Society of York County

Website Directions Save

4.1 415 Google reviews

Animal protection organization in York County, South Carolin

Address: 8177 Regent Pkwy, Fort Mill, SC 29715

Hours: Closed · Opens 1PM

Phone: (803) 802-0902

Suggest an edit · Own this business?

Questions & answers

Q: How much does it cost for neutering a male dog? Ask a

A: Hello Leslie, please find details on our website. Thank you
https://humanesocietyofyorkcounty.org/pet-owners/spay-...
See all questions (62)

Reviews

Write a review Ad

"Good people doing good work - very close to Ballant area of Charlotte."

"I adore cats and give them a great home and tons of attention."

"The Humane Society of York County is a great place to adopt a puppy or dog."

View all Google reviews

From Humane Society of York County

"The Humane Society of York County (HSYC) is an independent non-profit organization dedicated to the humane treatment of animals. We are a qualified 501(c)(3) non-profit organization located in Fort Mill, South Carolina, and serve the... More

Profiles

Facebook Instagram

People also search for

View



EMERGENCY MANAGEMENT AGENCY
CHESTER COUNTY, SOUTH CAROLINA

March 8, 2022

Requesting permission from County Council to use budgeted EMA grant match funds designate for EMA generator grants and any left-over grant match funds from completed EMA projects.


The generator grants are in different levels of approval, but I have been told that final approval from FEMA will come after the 2021-2022 budget year.

I would like to use the budgeted grant match funds on other EMA projects such as the Mobile Command, a security fence around our building, vehicle storage shelter, or a combination of these during the current 2021-2022 budget year.

EMA budgeted grant match items requesting to be diverted to other EMA projects in the 2021- 2022 budget year.

| PROJECT | BUDGETED MATCH |
|---|------------------------------------|
| Fort Lawn Fire Department Emergency Generator | \$12,500.00 |
| Chester Airport Emergency Generator | \$17,500.00 |
| Chester County Multi-Hazard Mitigation Plan | \$ 1,000.00 (came in under budget) |
| | <hr/> |
| Total | \$31,000.00 |

Sincerely,


Ed Darby, Director



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. 7th 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: [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 Jr

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 | 752101 | CS15 SP10 | KALIFF CAROLINA ASSOC |
| 7/23/1986 | Not Available | 5370172 | 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 | | |

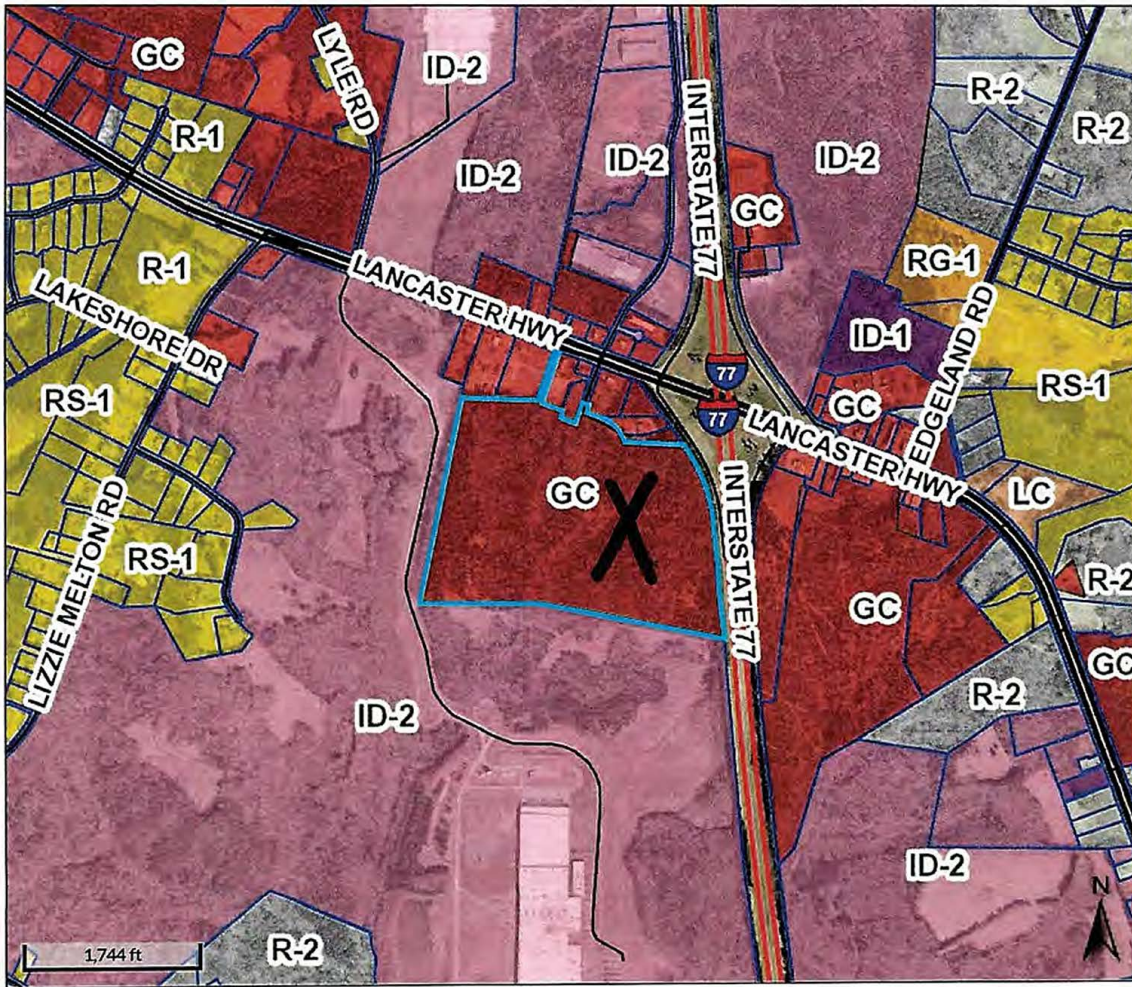
Online Taxes

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

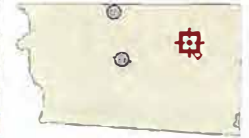
Map



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 Distr
- ID-1
- ID-2
- ID-3
- LC
- LI Limited Industri
- MF Multi-family Residential
- NC Neighborhood Commercial
- NCH Neighborhood Commercial - Historic
- PD Planned Development
- R-1
- R-2
- 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

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

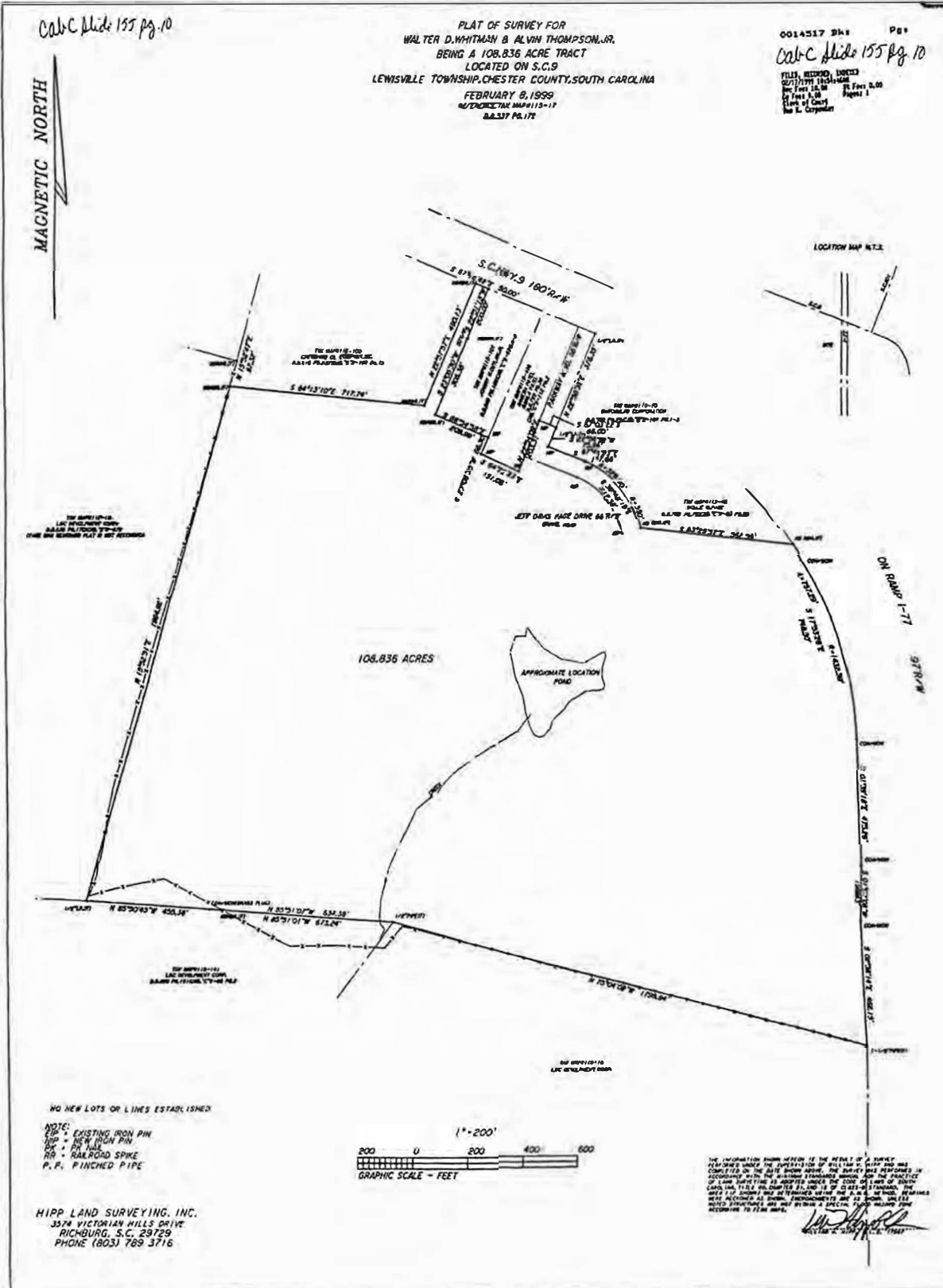
Alternate ID n/a
 Class LA
 Acreage 108.866

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

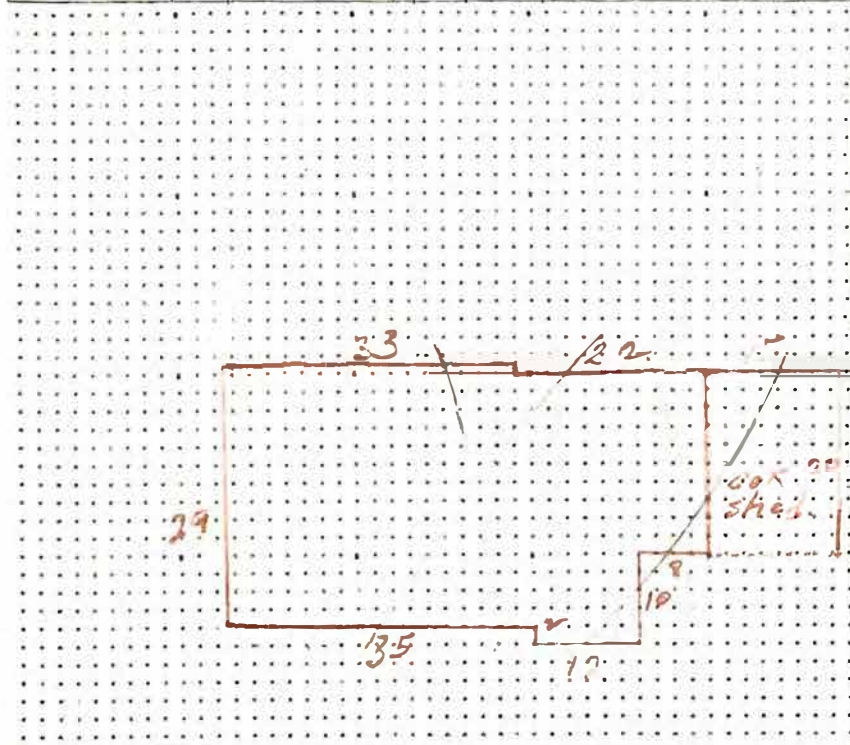
District 04
 Brief Tax Description n/a
 (Note: Not to be used on legal documents)

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

Developed by **Schneider**
 GEOSPATIAL



| DESIGN | OCCUPANCY | Re 1. No. | Class or Type | Yr. Built | Cond. | Area | Rate | 1st Cost | Additi on s | Rep lace ment Cost | De p. | Improve o Cost |
|---------------|---------------|-----------|------------------|-----------|-------|------|-------|----------|-------------|--------------------|-------|----------------|
| Ranch | Single Family | | <i>ILL 45</i> | | | 1533 | 13.79 | 21140 | 40.15 | 25235 | 45 | 12879 |
| Sp'ititeval | Fa m Ren tel | | | | | | | | | | | |
| Colonial | Fam. Duplex | | | | | | | | | | | |
| Cape Code | Condominiums | | | | | | | | | | | |
| Conventi onal | | | | | | | | | | | | |
| Modern | | | <i>Milk Farm</i> | | | 1200 | 1.00 | | | | | 15079 |



| FOUNDATION - 1 | FLOORS - 4 | B | 1 | 2 | 3 | PLUMBING - 6 | B | 1 | 2 | 3 |
|---------------------------|----------------------|---|---|---|---|--------------------------|---|---|---|---|
| Masonry Walls | Concrete | | | | | Bathroom No. | | | | |
| | Earth | | | | | St. Sh. Bath | | | | |
| BASEMENT AREA - 9 | Hardwood | | | | | Two Fixt Bath | | | | |
| None | Plng | | | | | St Shower | | | | |
| Part | Single Fl. | | | | | Water Closets | | | | |
| Finished | Asphalt Tilo | | | | | Lavatories | | | | |
| Rec. | Terrazzo | | | | | Kitch Sinks | | | | |
| Apl. | W. W. Carp. | | | | | No Plumbing | | | | |
| Garage | Reinf. Conc. | | | | | | | | | |
| EXTERIOR WALLS - 2 | Wood Joist | | | | | | | | | |
| Siding or Sheathing | Rubber Tile | | | | | TILING - 5 | | | | |
| Single Siding | INT. FIN. - 5 | | | | | Bath Fl. & Wscd. | | | | |
| Wood Shingles | Hardwood | | | | | Bath Fl. & Walls | | | | |
| Asbestos Shingles | Dry Wall | | | | | Bath Fl. Only | | | | |
| Stucco on Frame | Knotty Pine | | | | | T. Rem. Fl. Only | | | | |
| Stucco on Tilo or C.B. | Unfinished | | | | | Tub Only | | | | |
| Face Brk Veneer | L & P on Studs | | | | | St Shower | | | | |
| Face Brk on Tilo or C.B. | Plast on | | | | | Kit Floor | | | | |
| Com. Brk. Veneer | Painted Bk. | | | | | Kit. Wscd. | | | | |
| Com. Brk. on Tilo or C.B. | Panel | | | | | | | | | |
| Compo Shingles | Acoustic Cell | | | | | MISCELLANEOUS | | | | |
| Solid Com. Brk. | Suspend. Cell | | | | | Modern Kitchen | | | | |
| Face Br. on Com. Br. | | | | | | B.I. Range | | | | |
| Cement or Conc. Bk. | | | | | | 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 | | | | |
| | | | | | | B.I. Vanity | | | | |
| ROOF TYPE - 3 | ENVIRONMENTAL | | | | | B.I. Tub Encl. | | | | |
| Hip | Warm Air | | | | | B.I. Vacuum ays. | | | | |
| Gable | Steam | | | | | Metal Frame Sash | | | | |
| Mansard | Hot Water or Vapor | | | | | Wood Frame Sash | | | | |
| Flat | Forced Air | | | | | Gutters | | | | |
| Gambrel | Unit Heaters | | | | | | | | | |
| ROOFING - 3 | Air Cond. | | | | | OUT BUILDINGS | | | | |
| Asphalt Shingles | No Heating | | | | | Wall Fdn. | | | | |
| Slate | Heat Pump | | | | | Single Siding | | | | |
| Asbestos Shingles | Electric | | | | | Double Siding | | | | |
| Metal Deck | | | | | | Shingle Walls | | | | |
| Roll Roofing | | | | | | Stucco On. | | | | |
| Tar & Gravel | | | | | | Cement Bk. | | | | |
| Composition | | | | | | Brck | | | | |
| | | | | | | Concrete Fir. | | | | |
| | | | | | | Earth Fir. | | | | |
| | | | | | | Fin. Int. | | | | |
| INSULATION - 3 | FUEL | | | | | ELECTRICAL - 7 | | | | |
| Roof or Ceiling | Oil | | | | | Armored Cable BX | | | | |
| Wall | Gas | | | | | Pipe Conduit | | | | |
| Storm Sash & Doors | Stoker | | | | | Romex | | | | |
| | Elec. | | | | | | | | | |
| | | | | | | FIREPLACES - TYPE | | | | |
| CONDITION | G | | | | | Double | | | | |
| Int. Finish | T | | | | | Single | | | | |
| Layout | F | | | | | Stone | | | | |
| Structure | P | | | | | | | | | |
| LOCATION | | | | | | | | | | |

| TOTAL # 15100 | | |
|-------------------------|----------------|-------------|
| Additi ons Ded ucti ons | | |
| Item | Area or Quant. | Un it Cost |
| STORAGE | 300 | 1.65 = 297. |
| FIRE PLACE | | 200 |
| 22.5% | | 40 |
| Total Ad di tions | | |
| REMARKS | | |
| Hand - 5, 00/100 | | |

| Ad t | SAL E NO. | | | |
|----------------------------|-----------|----|----|----|
| | 1. | 2. | 3. | 4. |
| Sale sPrice | | | | |
| Time | | | | |
| L oca ti on | | | | |
| Physical Characteri sti cs | | | | |
| Size | | | | |
| Adjus ted Sales Price | | | | |

DATE BY _____ DATE _____

DM... GAR



2022-2027 Strategic Plan

Richburg Fire Department

sean.nelson@emc2partners.com

emc2partners.com



TABLE OF CONTENTS

| | |
|--|-----------|
| VISION, MISSION AND VALUES _____ | 3 |
| Vision Statement _____ | 3 |
| Purpose Statement _____ | 3 |
| Shared Values _____ | 3 |
| EXECUTIVE SUMMARY _____ | 4 |
| OUR APPROACH _____ | 5 |
| HISTORY _____ | 6 |
| Quick Facts _____ | 6 |
| Current State of Operations at the Department _____ | 7 |
| Current Performance Based on Response Times _____ | 8 |
| Anticipated Rapid Growth _____ | 9 |
| INDUSTRIES SERVED _____ | 12 |
| INSURANCE SERVICES OFFICE (ISO) _____ | 14 |
| PERFORMANCE ASSESSMENT _____ | 16 |
| PERSONNEL FOCUS _____ | 18 |
| Main Station _____ | 20 |
| Sub Station _____ | 21 |
| FACILITIES FOCUS _____ | 23 |
| Stations _____ | 23 |
| FINANCIAL FOCUS _____ | 24 |
| 2022 – 2023 PLANNED BUDGET _____ | 24 |
| Revenue _____ | 24 |
| USDA Long-Term Notes _____ | 25 |
| STRATEGIC GOALS _____ | 27 |
| CONCLUSION _____ | 29 |
| Action Items _____ | 30 |
| Works Cited _____ | 36 |

VISION, MISSION AND VALUES

Vision Statement

To securely position the Richburg Fire Department in the top tier of departments within South Carolina, while focusing on efficiency, development, and community.

Purpose Statement

We will remain fiscally responsible in our decision-making, treat every resident with the utmost dignity and respect, ensure our equipment is always in superior working order and ready to respond, and continue to perform our profession to the best of our abilities.

Shared Values

| | |
|------------|---|
| Integrity | Demonstrating ethical and moral character in all our actions. |
| Ownership | Taking responsibility and accountability for any and everything we do. |
| Compassion | Display empathy and care for those we serve, and toward one another. |
| Innovation | Striving to utilize the latest training, processes and technology in serving our community. |

“No matter how much you have achieved, you will always be merely good relative to what you can become. Greatness is an inherently dynamic process, not an end point.”

EXECUTIVE SUMMARY

The Richburg Fire Protection District (“RFPD”, or “District”) is pleased to present its 2022-2027 Strategic Plan. The purpose of this Strategic Plan is to clearly define the mission and goals of RFPD while developing a guide for continued excellent service as we prepare to meet the many challenges and opportunities in providing emergency services during the next five years.

This Strategic Plan will serve as a living document and a work in progress, subject to change under evolving circumstances. It was developed using a Strategic Planning process that included input from representative groups composed of members of the Department and from the community at large; as well as ongoing discussions, collaborations, and input from RFPD leadership, staff, and other Chester County officials.

The Richburg Fire Protection District Strategic Plan is designed to channel resources - people and funding - into serving the emerging needs of the community. The district has many assets to support these services. This strategic plan is intended to the development of higher goals which build upon those assets. The plan focuses on current needs and future needs based on the growth of the district, Chester County and the State of South Carolina. Many of the items rely on the most important aspect of serving the district which is people - both paid and volunteer. The District Board and County leaders will need to be creative to fund this strategic plan. Working together with the County and other agencies, the district will continue to transform to serve the needs of the community.

The growing demand for services, combined with the ever-increasing costs of service delivery, make it imperative that an effective Strategic Plan be put into place that will maintain the high standards expected and deserved by the community. This document is a culmination of Richburg Fire Protection District’s efforts to detail how it will meet the needs of the community, how it will prioritize those needs, and establish timelines to achieve those needs. RFPD is committed to maintaining public trust through the highest levels of responsibility and accountability.

Our assessment identified the following immediate actions to improve current response time and remain fiscally responsible to our community:

- Action Item 1.5 Implement paid firefighter coverage to three - 24/48 hr. shifts (one firefighter per shift)
Estimated costs ~\$210,000 per year
- Action Item 4.2 Investigate reduction of USDA Loans into lower market rate to save interest long-term
Estimated savings ~\$750,000 over life of all three USDA loans
- Action Item 4.5 Adjust fee schedule on EMS unit to match federal Medicare Reimbursement
Estimated revenue ~\$7,500 per year (based on prior year calls)

OUR APPROACH



WHERE ARE WE NOW?

WHERE DO WE WANT TO BE?

HOW WILL WE GET THERE?

During the Study, we looked at the current state of the department including performance metrics. We then evaluated where these metrics should be to meet National Fire Protection Association (“NFPA”) guidelines. We then layered additional constraints that could be placed on the department during the Plan period. Considering these variables, we projected what additional assets and resources (personnel, equipment & apparatus, facilities) would be needed for the department to operate at the NFPA standards over the Plan period.



HISTORY

The Richburg Fire Protection District provides fire suppression, emergency medical services, technical rescue, hazardous materials mitigation, fire prevention, public education, and disaster preparedness to residents, businesses, and visitors to Richburg, South Carolina.

Since its inception in 1968, the Richburg Fire Department has had a proud tradition of providing excellent service to the Richburg community and beyond. Originally the department had a single fire engine to respond to fire calls that were dispatched by a call tree initiated by the wives of the volunteer firemen. At that time the fire department responded to approximately two dozen calls per year. Over the years the fire department has evolved into a community-centric organization helping its community well beyond the needs of fire protection.

To meet the growing demands on the department, in 2005 the Richburg Fire Protection District was established. The Richburg Fire Protection District is a special purpose tax district created by Chester County Council. Since 2005 the department witnessed significant growth. The department now responds to all types of emergencies with the latest training, and in state-of-the-art apparatus. In 2021 alone, the department responded to over 1,200 emergency calls of all kinds.



Quick Facts

- **Population Protected:** Estimated 5,500 (resident) and estimated 12,000 (daytime)
- **Homes Protected:** Estimated 1,375
- **Square Miles Served:** 40 square miles
- **Richburg Fire Protection District Budget FY 2021-22:** \$455,930
- **Cost per Capita by Population Protected:** \$83 (resident) / \$38 (daytime)
- **ISO Rating:** 4
- **Median Home Value within District:** \$160,000 (estimated)
- **Number of Fire Stations:** 2 - Main Station and on substation
- **Number of Personnel:** 53 (2 paid full-time and approximately 51 volunteers)

Current State of Operations at the Department

The Richburg Fire Department has evolved to meet the growing demands of the District. The Department has two operations: Fire operations and EMS operations.

Fire Operations

Currently, the fire department has two full-time paid firefighters. These full-time firefighters were added several years ago to provide daytime coverage Monday through Friday 8:00 to 5:00 PM. Approximately 47% percent of the emergency fire calls in the District occur within these times. In addition to responding to calls during their shift, these full-time firefighters provide reporting, maintenance and minor repairs to equipment and apparatus. Approximately 26% of the calls occur Monday through Friday from 5:00 PM to 8:00 AM. The remaining 27% of calls occur during the weekend hours.

During the Monday through Friday 8:00 AM to 5:00 PM shifts, the fire department's enroute times are exceptionally good with apparatus typically enroute within one minute. During times when the station is unmanned, however, the enroute time for fire apparatus is delayed due to the distance that the firefighters must travel from their homes to the station.

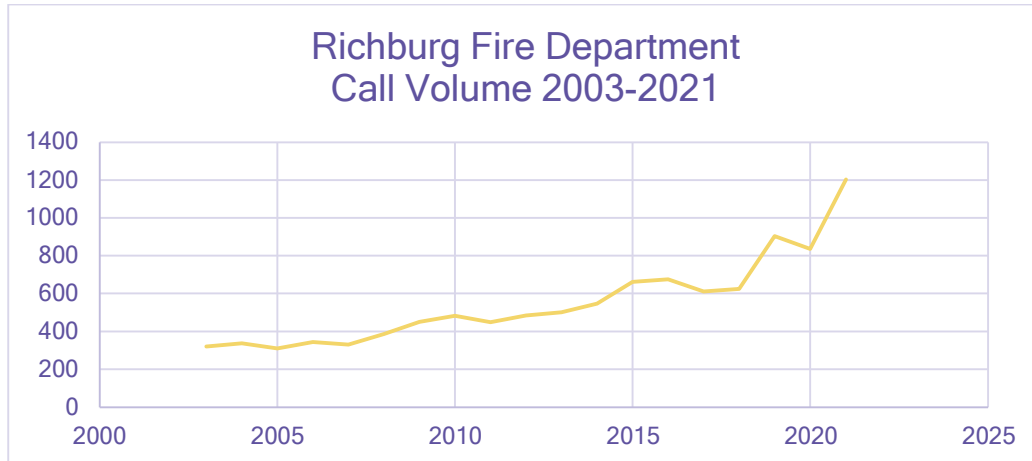
The two full time firefighters are also volunteers for the department during hours outside of their Monday through Friday day shift. There are many times and which the two full-time personnel also work many hours as volunteers on emergency calls during the evening or late at night. On a couple of occasions, these firefighters effectively worked more than 24 hours straight because of their needed service during their off hours. It should be noted that these two full-time firefighters are also the most active among the volunteer firefighters. The need for 24-hour coverage of the station is clear to meet the NFPA guidelines and the expectations of the Richburg community.

Richburg Fire EMS Operations

Currently, the fire department funds the Richburg EMS Ambulance with two full-time equivalents - consisting of multiple part-time EMT/Paramedics. These employees work Monday through Friday from 9am to 6pm. The EMS side of the Richburg fire department is managed by the Fire Chief. The Fire Chief is responsible for making sure that the shifts are covered each day. The Fire Chief has a pool of qualified people to work these positions and the Chief develops a work schedule on a weekly basis. During the hours of Monday through Friday 9:00 AM to 6:00 PM the Richburg EMS ambulance supports the Chester County EMS system in various response efforts. These could include emergency calls or non-emergency transport calls.

Emergency calls or transport calls received "after-hours" - outside of Monday through Friday 9:00 AM to 6:00 PM time frames are handled via the Richburg fire department volunteers. These EMS calls are in addition to the Fire Protection calls that these same volunteers respond to. The call volume of the Richburg fire EMS continues to increase at a rapid pace. This additional call volume is creating fatigue and burnout of some of the volunteers - particularly among those volunteers that respond to both Fire and EMS calls.

Discussions had with the leadership of the department indicate that making one of the full-time equivalents a permanent, full-time employee, would reduce the level of effort required by the Chief to staff the Richburg Fire EMS each day. This full-time request has been included in the 2022-2023 budget.



Current Performance Based on Response Times

An important tenet of the fire service is the ability to respond quickly, with highly trained responders. The external stakeholder information related to this strategic planning process indicates that our citizens expect this from their fire department. An expedient response time is important because a fire can double every minute. Changes in both residential and commercial building contents, as well as in construction materials and methods, have had a significant impact on fire temperature and rate of burn. A recent press release from UL (a global independent safety science company) stated that “shifts in modern home construction and design are contributing to a new reality: Fires can become uncontrollable in less than three minutes and reach flashover eight times faster.”¹ Additionally, in a medical emergency scenario brain death typically occurs within six minutes of cardiac arrest, which translates to the importance of every minute during an emergency response. This expectation can be a daunting proposition with a majority volunteer staff in a rapidly developing community. Total response times are divided up into three elements: call processing time, turnout time, and travel time. Call processing elements are outside the control of the Richburg Fire Department and fall under the responsibility of the Chester County 911 System. Turnout and travel times, however, are impacted by the actions and established response model of the fire department. Over the course of 2021, the average turnout time (enroute) for the department was 1 minutes and 24 seconds where the average travel time (arrival) was 4 minutes and 32 seconds. It can’t be overstated that this is an average, with half of the times better and half the times worse. To measure a complete response picture, the fire service looks at response times at the 90th percentile. In other words, a figure at the 90th percentile means that 90 percent of the responses are better than the figure provided. Considering this, over the course of 2021, the 90th percentile turnout time for the department was 1 minute and 20 seconds where the 90th percentile travel time was 4 minutes and 00 seconds. By combining turnout time, travel time, and call processing time, we start to paint the picture of needed improvement. The department will be considering these elements as it adjusts in the years to come. However, response improvement will be of the highest priority in the near term and is reflected in this plan.

*1 UL Converts Exclusive Fire Research into Online Training to Help Educate and Safeguard Fire Service Personnel"; 2012; UL.

| Time Interval | 90 th Percentile Benchmark | 90 th Percentile Baseline | | | | Projected with funding | Projected with funding |
|---------------------|---------------------------------------|--------------------------------------|----------------|----------------|----------------|------------------------|------------------------|
| | | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Alarm Time | 1:04 64 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 |
| Enroute Time | 01:20 80 | | | 1:07 (84%) | 1:24 (105%) | 1:08 (85%) | 1:00 (81%) |
| Travel Time | 04:00 240 | | | 4:23 (110%) | 4:32 (113%) | 4:30 (111%) | 4:30 (111%) |
| Total Response Time | 05:20 320 | 6:26 (121%) | 6:10 (116%) | 5:30 (103%) | 5:56 (111%) | 5:38 (105%) | 5:30 (103%) |
| Incident Count* | | 624 | 904 | 835 | 1189 | 1,338 | 1,505 |

Anticipated Rapid Growth

Considerable changes have occurred in our community over the past few years and there are plans for future growth that will transform our community even more. There has been much commercial and industrial growth in our area which has also led to an increase in residential growth. All of these have also led to an increase in call volume and additional challenges faced by the Richburg Fire Department. To effectively meet these challenges, we must plan appropriately. This strategic plan gives us a platform to do just that. However, just as our community continues to change and evolve, so must our plans. Therefore, this document is a living document that must be continually reviewed, assessed for accuracy and relevance, and adapted to meet the needs of the community. This Richburg Fire Protection District Strategic Plan is being built to capture and direct the transformational growth taking place.

The Richburg area is bustling with growth. Soon, there is expected to be unprecedented significant residential growth within Richburg Fire Protection District. These additional homes will add to the call volume of the district. For example, there are three major residential developments that are in progress right now. They include a planned development of the following:

Project Winchester (Lando Fire District - automatic mutual aid)

Project Winchester which is approximately ~1,150 homes on Hernandez Rd. which would be home to approximately 4,600 people. It is planned that 500 homes would be built before 2027. The remaining would be built out over the following 10 years.

Victorian Hills (Lando Fire District - automatic mutual aid)

There is a current project behind the Victorian Hills subdivision that will include the buildout of approximately 380 homes. This will house approximately 1,500 additional residents. Complete buildout of this project is forecast to be in 2025.

Project Cheswick

Project Cheswick which is approximately ~950 homes on Highway #9 (behind Trucking school) which would be home to some 3,800 people. It is projected that 500 homes would be built by 2030. Additionally, this project has additional phases which could lead to a total of 2,000 homes. There are several other significant residential projects planned within the Richburg Fire District but not yet disclosed to the public. During our study, we were assured that these undisclosed projects matched or exceeded the total homes that are currently disclosed.

Additionally, the Richburg Fire Department covers nearly all of Interstate 77 in Chester County. Currently, Interstate 77 has approximately 53,000 vehicles per day travel through the district. SC Highway 9 carries approximately 10,000 vehicles. These numbers continue to grow every day. The men and women of the Richburg Fire Department must be prepared to respond to any incident on these roads not knowing what dangers are being carried on them.

Impacts to Fire Service

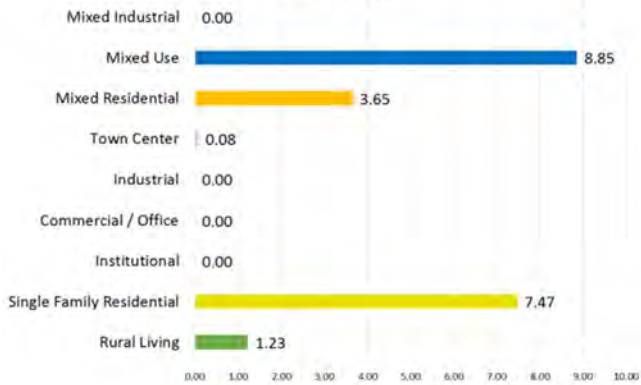
These among the many other developments within the district bring additional burden to the fire department. This additional burden which is beyond the capabilities and capacity of volunteer firefighters. It is because of this anticipated growth and associated need that we require paid, full-time firefighters covering 24-hour shifts.

In reviewing the Gateway District's Master Plan, the plan anticipates needing 43 firefighters upon full (100%) development of the Master Plan. Obviously, this will take some time - perhaps fifteen to twenty years - to achieve. However, it is prudent to growth with the needs of the Gateway District and parallel the increasing of firefighters serving the district. Our current proposal would have a total of five full-time firefighters or 11.6% of the anticipated total need. See the illustration below from the Gateway Master Plan.

***“Efforts and courage are not enough
without purpose and direction.”***

- John F. Kennedy

Figure 30 - Projected Additional Needs - Firefighters



Note: Numbers are based on undeveloped and underdeveloped parcels and 50% of total carrying capacity of 43.

“What you get by achieving your goals is not as important as what you become by achieving your goals.”

Zig Ziglar



INDUSTRIES SERVED

Major Industries currently served by Richburg Fire Protection District

Richburg is home to a large number of heavy industrial manufacturers. The Richburg Fire Department has taken a number of steps to insure the safety of these facilities, their employees, the community and the firefighters of the fire department.

Fires in an industrial setting can pose varying hazards for the facility, its personnel, and the surrounding communities and can result in an assortment of damage. Accordingly, significant effort is required on the part of the local fire department to evaluate and “pre-plan” for a wide range of emergencies at the industrial site. Depending on the operation, pre-plans can range from the simple to complex. Fire pre-plans include the following:

- Building/site layout information
- Fire suppression information
- Hazards locations
- Utility information
- Exposure information
- Water supply (a huge factor in the case of Richburg Fire)
- Evacuation needs
- Occupancy information
- Special procedures for handling, storage and control of items that have been identified as major fire hazards
- Mutual aid resources

For certain manufacturing facilities, which face a higher fire hazard, some unique aspects should be included:

- Chemical properties
- PPE requirements
- Potential community evacuation

Fire pre-plans help insure a coordinated, expedient and safe response in the event of a fire. But they are only effective if accurate and pertinent information is included. This requires the fire department to continuously update their pre-plans.

Beyond the fire protection of the industrial buildings, companies can have many hazards that require a response from the fire department. These include chemical leaks and exposure, confined space rescue, technical rescue and employee injuries when working in and around dangerous equipment.

Chester County and the Chester Development Association have established many available industrial properties for new economic development opportunities. One third of the Gateway District Concept Plan includes industrial land uses. Through the implementation of the Gateway District Master Plan and the Chester County Economic Development Strategic Plan, new industries will be promoted that support existing industry developments and provide the region with expanded job opportunities. Recruiting new industries is great for economic development and the community. However, they can place additional burdens on an already strained fire department. As new industries are recruited to Chester County within the Richburg Fire District, it is imperative that fire department officials be kept informed of the number and types of industry on the horizon so that appropriate measures can be put in place. Several of the industries listed below are outside of the Richburg Fire Protection District but are automatic mutual-aid response calls with neighboring fire districts. For example, Rolled Alloys.



- | | | | |
|---|--------------------------------|---|---------------------------|
|  | ATI-ALLVAC |  | OUTOKUMPU STAINLESS, INC. |
|  | LEWISVILLE SCHOOLS |  | PORTER WARNER INDUSTRIES |
|  | CLASSIC METALS |  | ROLLED ALLOYS |
|  | FADDIS CONCRETE |  | ROSEBURG FOREST PRODUCTS |
|  | GITI CORPORATION |  | STEVENSON-WEIR COMPANY |
|  | GUARDIAN INDUSTRIES |  | THYSSENKRUPP STEEL GROUP |
|  | JONES HAMILTON |  | UNFI |
|  | FOOTPRINT |  | WEST PENN TESTING |
| | MOSELY FABRICATING AND WELDING |  | WALKER ELECTRIC |
| | NEWPORT STEEL |  | RUSTIC LABEL |

INSURANCE SERVICES OFFICE (ISO)

A company called ISO (Insurance Services Office) creates ratings for fire departments and their surrounding communities. These ratings calculate how well-equipped fire departments are to put out fires in that community. ISO provides this score, often called the "ISO fire score," to homeowners insurance companies. Insurers then use it to help set homeowners insurance rates. The better equipped your fire department is to put out a fire, the less likely your house is to burn down. That makes your home less risky, and therefore less expensive, to insure. An ISO fire rating, also referred to as a fire score or Public Protection Classification (PPC), is a score from one to 10 that indicates how well-protected your community is by the fire department. In the ISO rating scale, a lower number is better: one is the best possible rating, while a 10 means the fire department did not meet ISO's minimum requirements.

According to ISO's Fire Suppression Rating Schedule (FSRS), four main criteria comprise a fire rating score:

- **50% comes from the quality of your local fire department, including staffing levels, training and proximity of the firehouse.**
- **40% comes from availability of water supply, including the prevalence of fire hydrants and how much water is available to put out fires.**
- **10% comes from the quality of the area's emergency communications systems (911).**
- **An extra 5.5% comes from community outreach, including fire prevention and safety courses.**
- **Any area that is more than five driving miles from the nearest fire station is automatically rated a 10.**

Any fire department that scores above 90% receives the highest ranking, however, very few fire departments receive that ranking – only 0.71% of all communities surveyed have the coveted “one” rating. A rating of “five” is both the median and most common rating fire departments received. In general, urban areas tend to have better PPC scores than rural areas, as urban fire departments are closer together and often receive better funding.

The men and women of the Richburg Fire Department have worked diligently for decades to reduce the ISO rating of the department from a Class 9 to a Class 4. While the work continues to take place to reduce the ISO rating further, even more work is needed to maintain the excellent rating they've already achieved. The ISO rating is a point of pride for the firefighters of the department but, perhaps more importantly, it creates significant savings to the community. The following table illustrates the savings created by the reduction of the ISO rating on homes within the Richburg Fire Protection District.

NOTE: During the preparation of this Strategic Plan, the Richburg Fire Department received their new ISO 4 Accreditation. This ISO rating is a significant accomplishment for the men and women of the Richburg Fire Department given the growth of the district during the previous 3 years. The recently issued rating will be valid for the next five years - providing continued insurance savings for the taxpayers of the Richburg Fire District.

| Fire Department ISO Class Rate Versus Insurance Premium Costs | | | | | | | | |
|---|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ISO Rating | ANNUAL PREMIUM COST BASED ON HOME VALUE | | | | | | | |
| | \$100,000 | \$150,000 | \$200,000 | \$250,000 | \$300,000 | \$350,000 | \$400,000 | \$500,000 |
| 10 | 894 | 1358 | 1856 | 2341 | 2826 | 3311 | 3844 | 4918 |
| 9 | 806 | 1224 | 1674 | 2112 | 2549 | 2986 | 3468 | 4436 |
| 7 | 430 | 652 | 892 | 1125 | 1359 | 1592 | 1848 | 2365 |
| 6 | 399 | 607 | 829 | 1046 | 1262 | 1479 | 1717 | 2196 |
| 5 | 373 | 566 | 774 | 976 | 1179 | 1380 | 1603 | 2051 |
| HOMEOWNER'S RATES DO NOT DECREASE BELOW A CLASS 5. | | | | | | | | |

“The fire service isn’t just about fighting fire. It’s about community.”

Richburg Fire Chief T. Melton

PERFORMANCE ASSESSMENT

The following is a summary of critical issues and service gaps identified by the focus groups utilizing the SWOT analysis and other feedback.

Strategic Planning Process - SWOT Analysis

A SWOT (strengths, weaknesses, opportunities, and threats) Analysis is the foundation of any comprehensive strategic plan. Interviews and discussions with varying stakeholders revealed the following:

STRENGTHS:

- strong Board of Directors
- professional members
- diverse members
- good equipment
- good training
- good connections across Chester County
- response times are good
- great care and compassion during interactions with public
- great facilities
- quality apparatus and equipment
- relationships with other agencies
- recognized as vital asset to community
- social media campaign/presence

WEAKNESSES:

- Inconsistent coverage – especially nights and weekends
- Act #388 limitations for funding,
- fundraising,
- heavy burden on equipment,
- FILOTs (lack of funding for new industries)
- Interstate Unknowns,
- lack of full-time employees covering 24/7,
- water supply

OPPORTUNITIES:

- Xplorer program within Chester 4H Program
- continue to improve response times
- more visible presence at large community events
- potential to cross train our law enforcement on limited operations
- teaming with the career center program

THREATS:

- Lack of financial ability to keep up with demands
- County imminent domain of fire service
- Growth without commensurate funding
- Other fire departments lack of vision and leadership
- rising cost of apparatus and limited replacement funding
- Federal and state unfunded mandates
- recruitment and retention of quality firefighters
- maintaining or increasing training on limited funds

“If You Fail to Plan, You Are
Planning to Fail”

Benjamin Franklin

PERSONNEL FOCUS

RETENTION/FATIGUE OF VOLUNTEERS

Many volunteer fire departments across the country have experienced a decrease in the number of active volunteers. Without adequate levels of first responders, communities are left vulnerable and active members are at risk of burnout.

In addition to limited number of firefighters, the Pareto Principle also causes exhaustion among a department's most active members. The Pareto Principle, also known as the 80-20 rule, states that 80% of the work is done by 20% of the volunteers. Departments need to be proactive in order to reverse and avoid falling victim to this principle. A study conducted on volunteer firefighter burnout and organizational connectedness, indicated emotional demands and home life as the two leading reasons firefighters become disconnected with volunteer service.

Other reasons cited by recent exiting volunteers were:

- Lack of support and flexibility in juggling volunteer responsibilities with other life commitments
- The realities of volunteering changed or didn't meet the expectations before commitment
- Lack of clear expectations of how much time and effort will be required each day, week or month for meetings and trainings
- Department atmosphere full of cliques and groups that exclude others

Richburg Fire Department is no exception to any of the above. The ever-increasing volume of calls and demand of technical training is wearing down many of the most active firefighters. Some of Richburg's firefighters are hesitant to leave the district for any reason including family vacations and other trips. Many of the most active firefighters feel obligated to either stay within the district continuously or coordinate with other volunteers of the department to insure there is available coverage in the event of an emergency. This exacerbates the Pareto principle described above as even more work is required to arrange and coordinate coverage among other volunteers to simply leave the district for a dinner out of town. Some firefighters feel it is easier to simply forego leaving the district to enjoy time off. Ultimately, this is counterproductive to an effective volunteer department and can and does result in volunteers quitting.

Numerous studies have been completed on volunteer firefighters and their desire to stop volunteering and why. During these studies, the study sponsors often interviewed current volunteers who considered quitting but ultimately did not. For current volunteers who considered leaving but did not, their reasons for staying were less diffuse and generally came back to the original reasons they began volunteering - their desire to give back to the community and help people. They spoke of honor, not wanting to leave the community in need, a desire to help mentor younger firefighters, and to try to bring about departmental change from within.

When asked what initiatives or programs could have a positive impact on retention, current volunteers cited:

- A mentorship program that pairs new volunteers with more experienced members

- Giving out awards or honors when members reach service milestones (1 year, 5 years, 10 years, etc.) and/or superlatives at the end of the year
- Conducting stay interviews with volunteers who have lapsed attendance and may be considering leaving the department
- Conducting exit interviews when a volunteer leaves the department
- Providing new volunteers with advice on how to fit volunteering into the rest of their life

FIREFIIGHTERS

Due to the ever-increasing workload on the men and women that volunteer with the Richburg Fire Protection District, we recommend a change in the way that the department operates from a personnel standpoint. First, the Richburg Fire Department should develop a visionary, long-term staffing model. Due to Act #388, incremental funding is limited. Therefore, we propose a gradual increase in personnel to cover as much time as possible. We propose to add paid three firefighters (one per shift) to cover 24 hours shifts beginning July 1, 2022. To maintain financial stability and keep up with the increasing need, we believe Richburg should begin by placing one person on each shift and gradually increase these number per shift over the coming years as demand for services increase. These additional firefighters will serve multiple purposes. First, they will provide immediate response the station upon during these times. Secondly, they will provide relief from the fatigue that the volunteers have from not being able to leave the district during those times. It is also projected that the proposal will reduce the “time to enroute” time 90 seconds per call on average during the shifts outside Mon-Fri 8am-5pm. These seconds per call represent a significant step forward in reducing response times. It is possible that due to limited increased funding by Act #388, the District may not be able to fund these firefighters alone. In this case, we propose that the County provide the difference between the maximum funding increase allowed by the District. This can be justified by the growing number of mutual aid calls outside of the Richburg Fire District. For example, Richburg Fire is currently covering a majority of the Rossville Fire District due to certain bridges being out in the Rossville District. Another example would be the Richburg Fire District providing significant mutual aid to the County and to the City of Chester via responding Richburg Fire’s Tower to certain fires.

We anticipate the total cost of 3 full-time firefighters to be approximately \$168,000 including fringe benefits such as healthcare and taxes. Here is how we determined this cost:

The median US Salary for firefighter is 50,850 per year. The average SC Firefighter Salary is 34,730 per year. The entry level firefighter for the City of Chester is approximately \$38,947 per year. As a result of these salaries, we believe the District should budget anticipate approximately \$42,000 each, per year for these firefighters. Additionally, since there are ‘fringe’ benefits that equate to approximately 33% of salary, the District should anticipate an additional 14,000 per year for these costs. This would total \$56,000 per year, per firefighter, for a combined total of \$210,000, or 11.5 mills.

AMBULANCE SERVICE (EMS)

The Richburg Fire Protection District provides EMS services Monday through Friday from 9am - 6pm. The EMS unit is staffed by varying crews who are qualified as EMTs or Paramedics. Currently, these are full-time positions

but are staffed by an aggregation of part time personnel. Many of these part time employees are full-time employees at neighboring EMS or Fire Departments and pick up shifts at Richburg Fire Department to supplement their income. Since these are not full-time Richburg Fire Department employees, their first priority is to their full-time position elsewhere. This sometimes causes problems with staffing all of the shifts that need to be covered. This effort alone has become time consuming and cumbersome for the Richburg Fire Department. In parallel to the fire side of the department, it is anticipated that EMS call volume will also increase dramatically over the coming months and years. In order to provide consistency in staffing, the Richburg Fire Department is requesting approval to hire one full-time EMT to staff the EMS unit during the Monday through Friday day shift. This would reduce the scheduling effort by one half and would provide consistency from day to day on the unit. Since the position is already staffed and paid, the request should have minimum impact to the Richburg Fire Protection District's annual budget.

EQUIPMENT & APPARATUS

The Richburg Fire Protection District is fortunate to have had leaders that recognized the need for quality apparatus and equipment required to service their district. As a result, we believe that the District is in good shape from an equipment and apparatus standpoint. There are currently two apparatus purchases in progress for the District. The first is a new ambulance that will be purchased using funds from a grant that the department applied for. This grant is valued at \$209,000. The second purchase is for a new brush unit to replace the existing (damaged) unit. The Richburg Fire Protection District will pay for this truck using funds from the district. Beyond these two purchases, we are not recommending any new purchases currently. However, we are recommending that the department maintain constant vigilance on procuring new equipment and apparatus. As such, we recommend the Chief of the Department create an Equipment and Apparatus Committee to monitor equipment and apparatus usage and develop long term plans for replacing the same on a continuous basis. This committee should recognize that the burnout of equipment and apparatus will occur more quickly than neighboring departments due to call volume. This should be obvious to county officials as well.

Here is a list of current apparatus and where they are staged:

Main Station

| Designation | Type | Year | Replacement Cost |
|-------------|---------|------|------------------|
| Engine810 | Engine | 2020 | \$650,000 |
| Engine814 | Engine | 1996 | \$600,000 |
| Tanker820 | Tanker | 1994 | \$320,000 |
| Tanker822 | Tanker | 2007 | \$320,000 |
| Brush830 | Brush | 2007 | \$100,000 |
| Brush831 | Brush | 2005 | \$125,000 |
| Rescue840 | Rescue | 2008 | \$400,000 |
| Tower841 | Tower | 2006 | \$1,400,000 |
| Command800 | Command | 2010 | \$45,000 |

| | | | |
|------------|-----------|------|-----------|
| Command801 | Command | 2011 | \$55,000 |
| Rescue805 | Ambulance | 2011 | \$212,000 |

Sub Station

| Designation | Type | Year | Replacement Cost |
|-------------|--------|------|------------------|
| Engine811 | Engine | 1987 | \$650,000 |
| Engine812 | Engine | 1996 | \$625,000 |
| Tanker821 | Tanker | 1994 | \$320,000 |
| Brush832 | Brush | 1994 | \$250,000 |

“Coming together is
a beginning.
Keeping together is
progress. Working
together is **success.**”

Henry Ford

Reporter

COMMENTARY

Firefighters deliver baby; mom thankful for 'all of them'

2-22-2012



Fire department gains thermal camera

The Richburg Fire Department will sponsor its annual catfish stew on Friday beginning at 11 a.m. Shown, left to right, are Chief John Agee and firefighters David McCain and Ted Ratterree.

BY DENYSE CLARK/THE N&R

3C—The Herald, Friday, May 24, 1991

Lifesavers



The Richburg Fire Department boasts two tankers and two pumper trucks.



Richburg and Fort Lawn Fire Department both have pumper trucks.



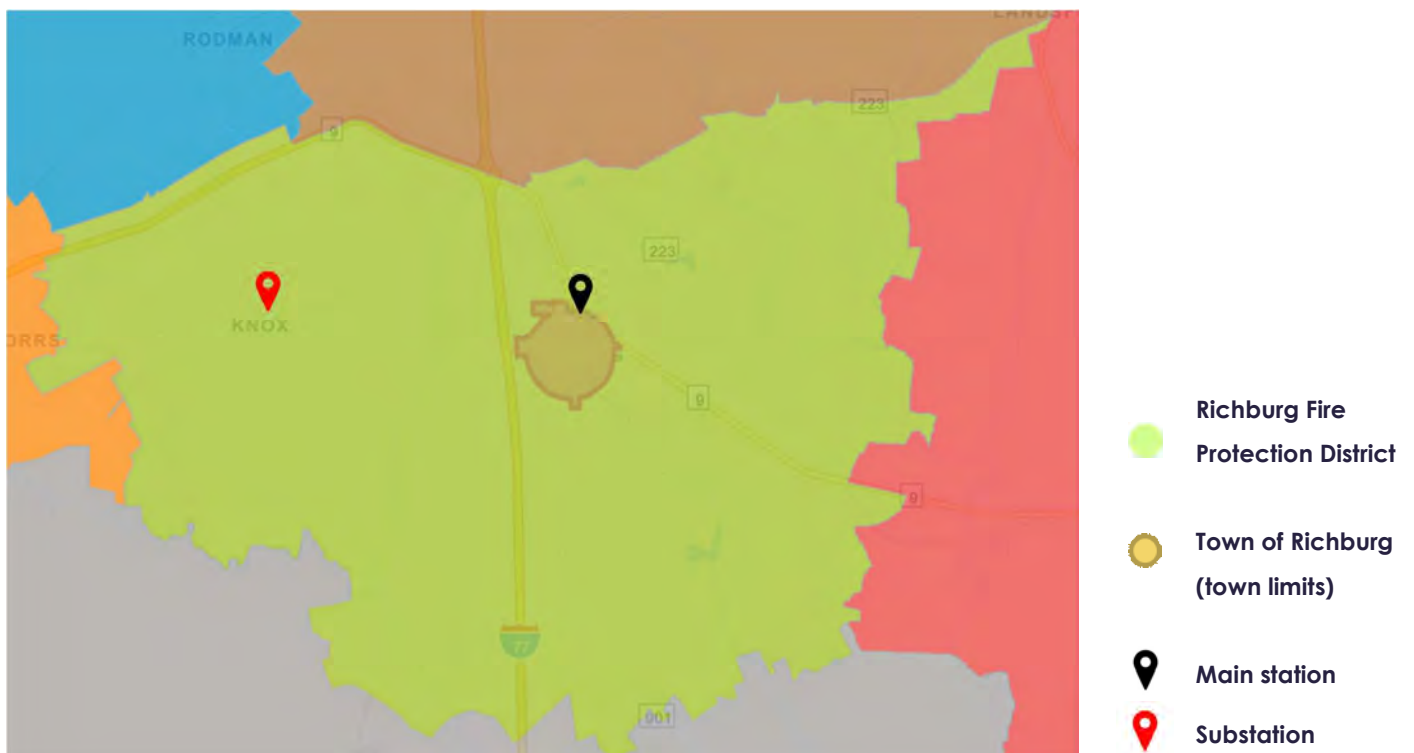
FACILITIES FOCUS

Stations

The Richburg Fire Protection District currently has two stations. The main station is located on North Main Street in Richburg. The substation is located on Knox Station Road. In reviewing the response times for the fire department, the travel times from the station to the emergency scene are relatively the same year-over-year. When determining the appropriate placement of facilities such as substations it is important to ascertain the relative benefit to the community from two points. The first point is the response time from the station. The second is to reduce the road distance from a station or substation to the emergency scene. The placement of both the main station in Richburg and the substation on Knox Station Road were well thought out and placed in optimum locations. The stations provide needed services, first to their assigned area and then throughout the remaining portions of the district and county. The size of apparatus and types of equipment in the fire stations has changed significantly over the years, particularly in the main station, placing increased demand on facilities, mechanical systems and space. Both stations are presently operating adequately and can house additional apparatus, personnel, offices or storage, if needed.

As Richburg grows, the department should begin considering the placement of a second substation based on the same criteria as described above. A second substation does not appear to be a high priority item at this time. However, the department should begin mapping out potential locations for a second substation during the next few years.

Richburg Fire Protection District



FINANCIAL FOCUS

2022 – 2023 PLANNED BUDGET

Revenue

| | | |
|---------------------------|---------|------------------|
| Fire District Revenue | | \$455,930 |
| Operations | 267,681 | |
| Rural Fire Allocation | 40,625 | |
| Capital Millage | 147,624 | |
| Ambulance Service Revenue | | \$65,650 |
| Patient Revenue | 46,250 | |
| Indirect Revenue | 19,400 | |
| TOTAL REVENUE | | \$521,580 |

| | | |
|----------------------------|---------|----------------------------|
| Fire District Expenses | | \$333,416 + \$210,000 |
| USDA Loans | 147,624 | |
| Salaries | 146,330 | |
| 3 NEW FF 24/48 | 210,000 | *new request for 2022-2023 |
| Audit | 700 | |
| Office Supplies | 1,500 | |
| Communications | 10,000 | |
| Equipment | 3,000 | |
| Maintenance | 3,000 | |
| Training | 3,000 | |
| Fire Prevention | 500 | |
| Operations | 5,000 | |
| Wellness | 500 | |
| Contingency | 12,262 | |
| County Rural Fire Expenses | | \$ 40,625 |
| Fuel | 16,014 | |
| Electricity | 11,663 | |
| Water/Sewer | 6,966 | |
| Phone | 2,849 | |
| Heating Fuel | 2,281 | |
| Supplies | 732 | |
| Assoc Dues | 120 | |

| | | |
|--------------------|--------|----------------------------|
| Ambulance Expenses | | \$65,650 |
| +Salaries | 52,000 | *new request for 2022-2023 |
| ESO Billing | 4,100 | |
| Medical Supplies | 4,650 | |
| Communication | 500 | |
| Fuel | 2,300 | |
| Maintenance | 1,200 | |
| Contingency | 900 | |

TOTAL EXPENSES \$439,691

USDA Long-Term Notes

| | Date | Final | Initial \$ | Int Rate | Monthly Pmt. | Current Balance |
|---|--------|-------|------------|----------|--------------|-----------------|
| 1 | 091112 | 2052 | 1,749,350 | 3.500% | 6,788 | 1,556,181 |
| 2 | 091112 | 2052 | 150,000 | 3.500% | 582 | 133,436 |
| 3 | 031919 | 2059 | 1,200,000 | 3.875% | 4,932 | 1,177,238 |
| | | | 3,099,350 | | 12,302 | 2,866,855 |

The USDA loans are substantial and have higher-than-market interest rates. With rates anticipated to begin increasing in the second quarter of 2022 there is limited time to The Richburg should immediately investigate possibility of refinancing USDA Loans to current interest rates. This could be either via conventional means or through USDA repricing - perhaps even a reinvestment and new loan combined with other county needs. Due to the size and length of the current loans, the savings on even a small adjustment of interest rate could result in almost \$750k in savings over the terms of the loans. This is marked as an immediate action item as the Federal Reserve is expected to raise interest rates beginning in March 2022.

FUEL EXCISE TAX

The Richburg Fire Protection District has been paying both federal and state excise taxes on fuel used for the Fire Protection district. Because the Fire Protection district is part of local government it is exempt from both federal and state fuel excise tax. For federal excise tax purposes this equates to approximately \$1,650 per year. For state tax purposes this equates to about \$350.00 a year. The Department has now applied for a tax-exempt qualifying status with their fuel purchaser Upon approval in that program, the department will no longer pay federal excise tax on diesel or gasoline for qualified apparatus. Additionally, an analysis of fuel usage and

potential for refund of excise taxes paid on fuel for the three previous years and all years going forward is being pursued by the Department for State fuel excise taxes. Currently, these benefits should equate to approximately \$2,000 per year.

EMS BILLING RATES

Richburg Fire and EMS Ambulance User Fees (patient billing) are in place for the purpose of recouping costs. User Fees are set by the Department and based on federally established Medicare rates. EMS ambulance billing is determined by the service provided.

Everyone transported to an Emergency Department (ED) receives at least BLS care. Some patients receive ALS I or ALS II care. Not all patients we see are transported to an ED. Some patients who are not transported may still receive BLS, ALS I, or ALS II level care. No Transport fees may be charged when BLS or ALS procedures are performed. ALS No Transport is a single rate, regardless of whether multiple ALS procedures are performed.

Per Medicare standards, Richburg Fire and EMS does not itemize bills, but instead uses the Medicare flat rate structure.

PROPOSED 2022 RATE CHART - TRANSPORTED TO EMERGENCY DEPARTMENT

| SERVICE TYPE | FEE | LOADED MILES |
|------------------------------|----------|----------------|
| NO TRANSPORT | \$75 | Not applicable |
| BLS | \$447.17 | + \$10.00/mile |
| ALS I (SINGLE ALS) | \$476.16 | + \$10.00/mile |
| ALS II (MULTIPLE ALS) | \$689.17 | + \$10.00/mile |

The following terms are used to describe service types:

- Basic Life Support (BLS) - Medical evaluation, vital signs, bandaging, splinting, oxygen, etc.
- Advanced Life Support (ALS) - Medications, IVs, advanced airway procedures, heart monitoring, 12-lead EKGs, heart pacing, etc.
- ALS I - ALS procedure
- ALS II - Multiple ALS procedures
- Loaded Miles - Distance of transport with patient on board

STRATEGIC GOALS

Through the development of this Strategic Plan, we have created 5 Strategic Goals designed to address key issues identified during the strategic planning process and 37 Action Items that provide a method for achieving those goals.

1

Goal 1 – Maintain Highly Skilled, Accountable and Resilient Workforce

Firefighter safety, survivability and health are imperative for the Richburg Fire Department. The ability to protect human lives is greatly impacted by the knowledge, skills and training of our personnel. A well-rounded and educated workforce is essential to Richburg Fire Department's ability to perform. Richburg Fire Department also makes every effort to maintain and improve quality, value, efficiency and timeliness of services delivered while also planning for challenges including changes in population, demographics and budgetary constraints. This strategic goal will ensure that personnel are prepared to take on leadership positions, have a variety of technical and non-technical training, promote teamwork and enhance morale. This goal also emphasizes Richburg Fire Department's commitment for continuous improvement through its management of priorities and objectives, and its evaluation of services, programs and projects.

2

Goal 2 – Well-maintained equipment and apparatus

Well-maintained equipment and apparatus are important for the Richburg Fire Department to continue providing high quality emergency response, well-trained employees, and a safe and healthy environment. This goal reinforces the importance of optimal maintenance, cleaning and routine performance checks.

3

Goal 3 – Focus on facilities management

Well-maintained and up-to-date facilities are important for the Richburg Fire Department to continue providing high quality and quick emergency response, well-trained employees, and a safe and healthy environment. This goal reinforces the importance of optimal use of physical and financial resources.

4

Goal 4 – Fiduciary Stewards of our resources

As a receiver of taxpayer funding, it is imperative that the Richburg Fire Department maintain the highest fiduciary care of resources provided. The department should make all financial decisions with the public in mind. Extreme care is taken in managing incoming and outgoing monies. The trust of the public is the basis of our operations.

5

Goal 5 – Promote Community Relations and Engagement

The Richburg Fire Department is committed to maintaining its high value and support within the community. This goal will address the desire for increased opportunities to engage with the community and raise public awareness of available fire safety and prevention programs, services and special projects. Communication and engagement are essential to providing the best services to the residents of Richburg and surrounding communities.



CONCLUSION

Strategic planning is an ongoing process that continues long after the information gathering phase and finalization of this document. This Strategic Plan has created a framework that will guide Richburg Fire Protection District policies and operations for the next five years and help ensure that the department continues to provide high quality and reliable service to the community while at the same time ensuring the effective use of District and County resources and funds.

“The fire service has become too complex to proceed without a comprehensive Strategic Plan in place. This plan is critical to the long-term success of the Richburg Fire Department and Chester County as a whole.”

Chief John Agee (retired)



Action Items

FOCUS #1 – PERSONNEL

| | Action Items | Lead Responsibility | Timeframe | Priority |
|-----|---|---------------------|--------------|----------|
| 1.1 | Develop organizational structure that fits with the mission/vision of the department and implement such structure. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | July 1, 2022 | Med |
| 1.2 | Create personnel committee to develop schedules, duties and responsibilities of full-time and volunteer professionals. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | July 1, 2023 | Med |
| 1.3 | Provide quality first responders to public ahead of NFPA 1710 Standards | All personnel | Immediate | High |
| 1.4 | Meet or exceed NFPA 1710 standards for response times. See attached schedule for potential improvement measures. | Chief Melton | July 1, 2024 | High |
| 1.5 | In support of 1.4 (above), increase paid personnel to cover permanent 24/48 shift 24/7. 1 person per shift. \$42k/year Anticipated Funding Needs: Estimated Annual Cost = \$168,000 (9.2 mills) | Chief Melton | July 1, 2022 | High |
| 1.6 | In support of 1.4 (above), increase full time personnel for ambulance service to two Firefighter/EMTs during peak hours of Monday – Friday (8am-5pm). Anticipated Funding Needs: Estimated Annual Cost = \$52,000 (3.0 mills) | Chief Melton | July 1, 2022 | High |
| 1.7 | In support of 1.4 (above), increase paid personnel to cover permanent 24/48 shift 24/7. To 2 people per shift. \$15 Anticipated Funding Needs: Estimated Annual Cost = \$170,000 (9.2 mills) | Chief Melton | July 1, 2023 | High |
| 1.8 | In support of 1.4 (above), increase paid personnel to cover permanent 24/48 shift 24/7. To 3 people per shift. \$15 Anticipated Funding Needs: | Chief Melton | July 1, 2024 | High |

| | | | | |
|------|---|---------------------|--------------|------|
| | Estimated Annual Cost = \$175,000 (9.4 mills) | | | |
| 1.9 | Work closely with Fort Lawn Fire Department for mutual aid purposes as both districts grow and require more apparatus and personnel. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | Immediate | Med |
| 1.10 | Create and maintain a revised yearly Training Calendar to be all inclusive and relevant. Anticipated Funding Needs: minimal, absorbed within existing budget. | Assistant Chief | July 1, 2022 | Med |
| 1.11 | Implement a recognition program with celebratory dinner or other recognition at completion of designated training milestones. Anticipated Funding Needs: minimal, absorbed within existing budget. | Personnel Committee | Immediate | High |
| 1.12 | Implement a "priority" schedule for volunteers to remain in area during certain time periods to allow other volunteers the freedom to leave the area without fear of abandonment. Anticipated Funding Needs: minimal, absorbed within existing budget. | Assistant Chief | July 1, 2022 | High |
| 1.13 | Hire part-time administrative person to complete required paperwork and reporting requirements. Anticipated Funding Needs: Estimated Annual Cost = \$15,000 (0.9 mills) | Chief Melton | July 1, 2023 | Low |
| 1.14 | Work with Sheriff/Law Enforcement to cross-train personnel on use of fire equipment/apparatus. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | July 1, 2023 | Med |
| 1.15 | Implement a documented post-mortem critique program for significant calls. Anticipated Funding Needs: minimal, absorbed within existing budget. | Personnel Committee | Immediate | Med |

FOCUS #2 – EQUIPMENT & APPARATUS

| | Action Items | Lead Responsibility | Timeframe | Priority |
|------------|--|------------------------------------|------------------|-----------------|
| 2.1 | Create Equipment & Apparatus Committee that will continuously evaluate equipment and apparatus needs and provide reports to Chief of Department. | Chief Melton | July 1, 2022 | Med |
| 2.2 | Plan for replacement of Tower 841 by 2030. Anticipated Funding Needs: \$1,400,000. | Equipment & Apparatus Committee | July 1, 2025 | Low |
| 2.3 | Plan for replacement of 1987 Engine by 2027. Anticipated Funding Needs: \$650,000. | Equipment & Apparatus Committee | July 1, 2023 | Med |
| 2.4 | Develop plan for SCBA replacements by 2028. Anticipated Funding Needs: \$35,000. | Equipment & Apparatus Committee | July 1, 2024 | Low |

FOCUS #3 – FACILITIES

| | Action Items | Lead Responsibility | Timeframe | Priority |
|------------|---|----------------------------|------------------|-----------------|
| 3.1 | Create facilities committee with charge to maintain Fire District Facilities. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | July 1, 2022 | Low |
| 3.2 | Complete build out of upstairs “living quarters” in main station to accommodate 24-hour personnel. Anticipated Funding Needs: \$5,000. | Facility Committee | July 1, 2022 | High |
| 3.3 | Covert office area of substation into “living quarters” to accommodate 24-hour personnel. Anticipated Funding Needs: \$5,000. | Facility Committee | July 1, 2024 | Med |
| 3.4 | Investigate need for, plan for acquiring and placement of 2 nd substation within the district (if needed). Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | July 1, 2026 | Low |

FOCUS #4 – FINANCIAL RESPONSIBILITY

| | Action Items | Lead Responsibility | Timeframe | Priority |
|------------|---|----------------------------|------------------|-----------------|
| 4.1 | Maintain clean financial audits for all periods. Provide public with copy of audit results annually. Anticipated Funding Needs: minimal, | John Agee | Immediate | High |

| | | | | |
|-----|---|--------------------|--------------|------|
| | absorbed within existing budget. | | | |
| 4.2 | Investigate possibility of refinancing USDA Loans to current Interest Rates. Either conventional or through USDA repricing. Anticipated Funding Needs: minimal, absorbed within existing budget. | John Agee | July 1, 2022 | High |
| 4.3 | Work with QT Corporation to qualify as exempt organization for purposes of fuel excise tax (federal and state). Anticipated Funding Needs: NONE – revenue raiser. | Chief Melton | July 1, 2022 | High |
| 4.4 | File for refund of SC State Excise Taxes Anticipated Funding Needs: minimal, absorbed within existing budget. | John Agee | July 1, 2022 | High |
| 4.5 | Update fees for ambulance service to mirror Medicare reimbursement tables provided by federal government. Update table annually as published by federal government. Anticipated Funding Needs: NONE – revenue raiser. | Chief Melton | July 1, 2022 | High |
| 4.6 | Aggressive grant campaign – including a fund setup for required matching contributions. Determine annual grants to consider. Set aside “reserve fund” for matching needs. Anticipated Funding Needs: minimal, absorbed within existing budget. | Assistant Chief | July 1, 2023 | Med |
| 4.7 | Create Outreach Committee to target and solicit donations from Community. Anticipated Funding Needs: minimal, absorbed within existing budget. | Agee/ Chief Melton | July 1, 2022 | Med |
| 4.8 | Work more closely with the Gateway District to educate the Gateway leaders on the specific impacts proposed projects will have on the Fire District and determine ways to mitigate negative impacts. | Agee/ Chief Melton | Immediate | High |
| 4.9 | Meet with leaders of local companies to implement matching gift contributions from employees. Consider time for potential matching contribution. Anticipated Funding Needs: minimal, absorbed within existing budget. | Outreach Committee | July 1, 2022 | Med |

FOCUS #5 – COMMUNITY

| | Action Items | Lead Responsibility | Timeframe | Priority |
|------------|--|----------------------------|------------------|-----------------|
| 5.1 | Begin new working relationship with Town of Richburg. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | Immediate | High |
| 5.2 | Make station(s) available for use for specific community events. Anticipated Funding Needs: minimal, absorbed within existing budget. | Asst Chief | Immediate | Low |
| 5.3 | Expand work with Chester County School System Xplorer® Program. Anticipated Funding Needs: \$1,000, absorbed within existing budget. | Asst Chief | July 1, 2022 | Low |
| 5.4 | Work with Chester County School System on apprentice program to include training. Anticipated Funding Needs: Unknown, depends on needs. | Asst Chief | July 1, 2022 | Med |
| 5.5 | Maintain/increase presence on Social Media Platforms for community knowledge and recruiting efforts. This should be managed by a designated PIO Officer. Anticipated Funding Needs: minimal, absorbed within existing budget. | Chief Melton | Immediate | Low |



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2022-2027 Strategic Plan

Prepared for The Richburg Fire Department

Works Cited

Bryson, J.M. (2011). *Strategic Planning for Public and Nonprofit Organizations* (4th Ed). San Francisco: Jossey-Bass

Collins, J. (2009). *Good to Great and the Social Sectors*. Boulder: Jim Collins.

Federal Benchmarking Consortium. (1997, February). *Serving the American Public: Best practices in Customer-Driven Strategic Planning*. Retrieved October 2018.

UL Converts Exclusive Fire Research into Online Training to Help Educate and Safeguard Fire Service Personnel"; 2012; UL.





Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: 3-8-22

Board or Commission Appointment being sought: Gateway Steering Committee

Name: R. Alex Oliphant Occupation: Warehousing

Street Address: 197 Columbia Street, Chester, SC 29706

Mailing Address: (if different from above) PO Box 519, Chester, SC 29706

Telephone (Home): [REDACTED] Cell: [REDACTED]

E-Mail: [REDACTED]

Date of Birth: 10/7/58 SEX: M

If recommended by a Council Member, indicate name: _____

In which Council District do you reside? Please indicate (1-6) 6

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire? _____

CONFLICT OF INTEREST STATEMENT: I, R. Alex Oliphant, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.
(Signature) [Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

Boards

- Accommodation Tax Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Solid Waste Board
- Zoning Board of Appeals

Commissions/Committee

- Airport Commission
- Chester County Parks & Recreation
- Chester County Planning Commission
- Chester Rural Fire District Commission
- John Keziah Park Commission
- Lando Rural Fire District Commission
- Fort Lawn Fire Protection Commission
- Olde English District Commission
- Richburg Fire District Commission
- Chester Metropolitan District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery Committee

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org