



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 6, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. February 21st, 2023 minutes.
 - b. March 1st, 2023 minutes.
- 4. Citizen's Comments**
- 5. Public Hearing**
 - a. Needs and Assessment Hearing.
 - b. **3rd Reading of 2023-5** An Ordinance to Amend Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting.
 - c. **2nd Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens.
 - d. **2nd Reading 2023-8** An Ordinance to Amend Chester County Code, Chapter 6, Animals.
- 6. Ordinances/Resolutions/Proclamations**
 - a. Needs and Assessment Hearing.
 - b. **3rd Reading of 2023-5** An Ordinance to Amend Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting.
 - c. **2nd Reading 2023-7** An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens.
 - d. **2nd Reading 2023-8** An Ordinance to Amend Chester County Code, Chapter 6, Animals.
 - e. **2nd Reading of 2023-9** An Ordinance for Social Media Policy.

f. 1st Reading of 2023-10 An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Chester County, South Carolina, And A Company Identified For The Time Being As Project 2187, Acting On Behalf Of Itself And/Or Any Affiliates Or Other Project Investors, To Provide For Certain Special Source Revenue Credits In Connection With The Establishment Of Certain Facilities Located In Chester County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Property; And (3) Other Related Matters.

g. Resolution 2023-7 A Resolution To Authorize The County Of Chester, By Chester County Council, To Sell Certain Equipment And Vehicles Of The County Identified Herein Upon Such Terms And Conditions As Described.

h. Resolution 2023-9 A Resolution Authorizing An Amendment To The Master Agreement Governing The York-Chester Industrial Park (“Park”) To Increase The Park’s Boundaries To Include Certain Real Property Located In Chester County; And Other Related Matters (Project Phoenix22).

7. Old Business

- a. Update regarding the cost to move the Probate Office to the Federal Building. Robert Hall and Bob Anderson.
- b. Update regarding request for the Burnt Meeting House Cemetery. Neely Gaston

8. New Business

a. Approval of Bid RFP 2223-07 Flooring Replacement - Lando Fire Department to Trinity Interiors, LLC in the amount of \$12,533.00. Susan Cok & Richard Miller.

b. Council to approve a multi-year contract with ESRI for GIS software to be used in parcel data, 911 addressing and applications. David Schuelke.

c. **2nd Reading CCMA23-01** Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior’s Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission vote 3-2 to Approve.

d. **2nd Reading CCMA23-02** Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 3-2 to approve.

e. **2nd Reading CCMA23-03** Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 4-1 to approve.

f. **2nd Reading of CCTA23-01** ID-3 – Chester County Zoning Ordinance – Text Amendments
General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses
New Text: *All uses permitted in ID-1 and ID-2, NAICS DESCRIPTION SEE ID-1 and ID-2
PARKING SPACES REQUIRED SEE ID-1 and ID-2.* Planning Commission voted 5-0 to approve.

9. Executive Session

- a. To receive legal advice regarding Project 2271. Bond Attorney Kozlarek.
- b. To receive legal advice regarding Project 2184. Bond Attorney Kozlarek.
- c. To receive legal advice regarding Project 2242. Bond Attorney Kozlarek.
- d. To receive legal advice regarding a contractual matter. Attorney Winters.

- e. To receive legal advice regarding employment matters in HR Department. Attorney Winters.
- f. To receive legal advice regarding Project 2247. Attorney Winters.
- g. To receive legal advice regarding Project 2273. Attorney Winters.
- h. To receive legal advice regarding the Gateway Steering Committee. Attorney Winters.
- i. To receive legal advice regarding the County Administrator. Attorney Winters.

10. Council Actions Following Executive Session

- a. Action taken regarding Project 2271.
- b. Action taken regarding Project 2184.
- c. Action taken regarding Project 2242.
- d. Action taken regarding a contractual matter.
- e. Action taken regarding employment matters in HR Department.
- f. Action taken regarding Project 2247.
- g. Action taken regarding Project 2273.
- h. Action taken regarding the Gateway Steering Committee.
- i. Action taken regarding the County Administrator.

11. Council Comments

12. 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.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker 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

Tuesday, February 21st, 2023 at 6:00 PM

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Guy, Councilwoman Mosley, Councilman Agee, Councilman Killian County Attorney Winters and Clerk to Council Lee.

- 1. Call to Order-** Chairman Branham called the meeting to order.
- 2. Pledge of Allegiance and Invocation --** Pledge was recited in unison; invocation was given by Councilman Guy.

Chairman Branham called for a motion to remove agenda item 6.e from the agenda due to the director being out of town. Councilman Vaughn motioned to remove, second by Councilwoman Mosley. Vote 7-0 to approve.

- 3. Approval of Minutes**
 - a. February 6th, 2023 Council minutes.**
Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Vote 7-0 to approve.

- b. February 15th, 2023 Special Called minutes.**
Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. Vote 7-0 to approve.

- 4. Citizen's Comments**

Jay Williams, 1652 Woods Rd, Chester addressed Council regarding being in favor of the rezoning of CCMA22-25 thru CCMA22-34.

Ken Myren, 1163 Cedarhurst Rd, Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Darien Archie, 1297 Lancaster Hwy, Chester addressed Council regarding being in favor of the rezoning of CCMA22-25 thru CCMA22-34.

Joanna Angle, 2762 Blaney Rd, Chester Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

John Pullen, Chester addressed Council regarding being in favor of the rezoning of CCMA22-25 thru CCMA22-34.

Joyce Aragon, 1579 Peden Bridge Rd, Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Dave Paylor, 1297 Lancaster Hwy, Chester addressed Council regarding being in favor of the rezoning of CCMA22-25 thru CCMA22-34.

Larry Willard, 938 Mallard Creek Rd, Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Katie Kosloski, 1297 Lancaster Hwy, Chester addressed Council regarding being in favor of the rezoning of CCMA22-25 thru CCMA22-34.

Joan Hyde, 2440 Gill Jordan Road, Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Kathy Huntsinger 918 Craigbrow Circle, Chester addressed Council regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Nettie Archie, 557 Sunrise Blvd, Chester addressed Council regarding being opposed to ordinance 2023-7 Appearances by citizens.

5. Public Hearing

a. 3rd Reading Of 2023-1 An Ordinance Authorizing (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Chester County, South Carolina (The “County”) And [Project Phoenix22], Acting For Itself, One Or More Affiliates Or Other Project Sponsors (Collectively, The “Company”), Whereby The County Shall Covenant To Accept Negotiated Fees In Lieu Of *Ad Valorem* Taxes In Connection With The Acquisition, Improvement And Equipping Of Certain Facilities In The County (Collectively, The “Project”); (2) Special Source Revenue Credits In Connection With The Project; (3) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Project; (4) The Allocation Of Fees In Lieu Of *Ad Valorem* Taxes Received From The Project; And (5) Other Matters Relating Thereto. No one signed up to speak.

b. 3rd Reading of 2023-4 An Ordinance To Repeal Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting. No one signed up to speak.

6. Ordinances/Resolutions/Proclamations

a. 3rd Reading Of 2023-1 An Ordinance Authorizing (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Chester County, South Carolina (The “County”) And [Project Phoenix22], Acting For Itself, One Or More Affiliates Or Other Project Sponsors (Collectively, The “Company”), Whereby The County Shall Covenant To Accept Negotiated Fees In Lieu Of *Ad Valorem* Taxes In Connection With The Acquisition, Improvement And Equipping Of Certain Facilities In The County (Collectively, The “Project”); (2) Special Source Revenue Credits In Connection With The Project; (3) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Project; (4) The Allocation Of Fees In Lieu Of *Ad Valorem* Taxes Received From The Project; And (5) Other Matters Relating Thereto. Councilman Vaughn motioned to approve, second by Councilman Guy. Vote unanimous.

b. 3rd Reading of 2023-4 An Ordinance to Repeal Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting. Councilman Guy motioned to approve, second by Councilman Killian. Vote unanimous.

c. 2nd Reading of 2023-5 An Ordinance to Amend Chester County Code, Chapter 46, Streets, Sidewalks, and other Public Property, Article VII, Acceptance of Streets, Section 46-202 Street Lighting. Councilman Agee motioned to approve, second by Councilman Vaughn. Vote unanimous.

d. 2nd Reading 2023-7 An Ordinance to amend County Council Rules of Procedure Section 2-59 Appearances by Citizens. Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Councilman Guy asked if new language could be added if on controversy issues if the same people spoke at citizens comments at the last meeting, they would be bumped so someone else would have the opportunity to speak. Councilman Vaughn withdrew his second, Vice Chairman Wilson withdrew his motion. Vice Chairman Wilson motioned to have this back at the next meeting for the second reading with new language, second by Councilman Vaughn. Vote unanimous.

e. (Removed) 2nd Reading 2023-8 An Ordinance to Amend Chester County Code, Chapter 6, Animals.

f. 1st Reading of 2023-9 An Ordinance for Social Media Policy.

Attorney Winters stated the policy allows for Facebook posting of meetings. The social media policy is for information sharing only, meaning that at the beginning of meetings the comment section would be turned off. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Vote unanimous.

7. Old Business

a. Update regarding the Burnt House Cemetery Advisory Committee- Neely Gaston.

Mr. Gaston requested the County have the fence repaired along with removing small shrubs, small trees and cleaning up the cemetery. He asked to renew the request to have Dr. Jonathan Leader, SC State Archaeologist to map out the property using ground penetrating radar to show where unmarked graves were. He asked to meet with Gauden Monuments to seek an estimate to repair and level gravestones. He wanted permission to receive and transfer funds for approved expenses, he had talked to Treasurer Darby and he suggested to move forward he would need Council's approval. He also asked if he could link the work of the Burnt Meeting House Advisory Committee with Chester County SC 250 committee in order to share information and work together on projects. Vice Chairman Wilson asked to have this back to the March 6 meeting to do a follow up on the requests.

b. 3rd Reading of CCMA22-24 Jeremiah Kibbey request Tax Map #101-00-00-099-000 at 2115 Great Falls Hwy, Blackstock, SC 29014 to be rezoned Rural 2 (R2) to General Residential District (RG-2). Planning Commission voted 5-0 to approve. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Vote unanimous.

c. 3rd Reading of CCMA22-25 Luck Companies request a portion (7.8 acres) of Tax Map #089-00-00-005-000 at 1207 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Commercial District (GC). Planning Commission voted 5-0 to approve. Vice Chairman Wilson motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

d. 3rd Reading of CCMA22-26 Luck Companies request a portion (1.82 acres) of Tax Map #089-00-00-005-000 at 1207 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to Restricted Industrial District (ID-1). Planning Commission voted 5-0 to approve. Councilman Vaughn motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

e. 3rd Reading of CCMA22-27 Luck Companies request a portion (48.89 acres) of Tax Map #089-00-00-008-000 at 1113 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to Restricted Industrial District (ID-1). Planning Commission voted 5-0 to approve. Vice Chairman Wilson motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

f. 3rd Reading of CCMA22-28 Luck Companies request a portion (17.92 acres) of Tax Map #089-00-00-008-000 at 1113 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Commercial District (GC). Planning Commission voted 5-0 to approve.

Vice Chairman Wilson motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

g. 3rd Reading of CCMA22-29 Luck Companies request Tax Map #088-00-00-054-000 off Mallard Creek Dr., Chester, SC 29706 to be rezoned from Restricted Industrial District (ID-1) to Agricultural District (AG). Planning Commission voted 5-0 to approve.

Councilman Vaughn motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

h. 3rd Reading of CCMA22-30 Luck Companies request a portion (174.46 acres) of Tax Map #089-00-00-002-000 at 1421 Collie Lane, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Industrial District (ID-3). Planning Commission voted 5-0 to approve.

Vice Chairman Wilson motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

i. 3rd Reading of CCMA22-31 Luck Companies request a portion (19.35 acres) of Tax Map #089-00-00-002-000 at 1421 Collie Lane, Chester, SC 29706 to be rezoned from Rural Two District (R2) to Restricted Industrial District (ID-1). Planning Commission voted 5-0 to approve.

Councilman Guy motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

j. 3rd Reading of CCMA22-32 Luck Companies request Tax Map #089-00-00-025-000 off Lancaster Hwy, Chester, SC to be rezoned from Rural Two District (R2) to General Industrial District (ID-3). Planning Commission voted 5-0 to approve.

Councilman Vaughn motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

k. 3rd Reading of CCMA22-33 Luck Companies request a portion (9.35 acres) of Tax Map #089-00-00-001-000 at 1295 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to Restricted Industrial District (ID-1). Planning Commission voted 5-0 to approve.

Vice Chairman Wilson motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Agee. Vote was unanimous.

l. 3rd Reading of CCMA22-34 Luck Companies request a portion (1.01 acres) of Tax Map #089-00-00-001-000 at 1295 Lancaster Hwy, Chester, SC 29706 to be rezoned from Rural Two District (R2) to General Industrial District (ID-3). Planning Commission voted 5-0 to approve.

Councilman Guy motioned to approve with the conditions listed in the February 17, 2023 version of the plan and titled proposed zoning and special exception plan, second by Councilman Killian. Vote was unanimous.

8. New Business

a. Council to approve a FEMA Fire Act Grant in the amount of \$200,602.39 dollars with a match of \$10,632.40 dollars to purchase a new 6000 psi air system to assist in incidents.

Chief T. Melton. Chief Melton stated this was to apply for the grant and hopefully be approved by FEMA. Councilman Agee motioned to approve, second by Councilman Vaughn. Vote unanimous.

b. Discussion regarding moving the Probate Office to the Federal Building. Probate Judge Terri Zion. Judge Zion discussed with Council her reasons for why she wanted to move the Probate office to the Federal Building. Presently she holds her hearings in the council chambers, where issues of wills with family members are discussed, along with mental health hearings. These hearings are not always private since anyone in the hall can hear what is being said. By state law each hearing must be scheduled for 10, 20 or 30 days noticed and there have been times when Council has had a special called meeting on the same day. Then we have to try and find a space to hold the hearing. Another concern she has was security, we do have a police officer with us when we have a hearing during the hearing you've got two sides, one side is not going to be happy after a decision is made. And I just felt like that kind of puts the officers in here while we have the hearing but after the hearing the 'officers are gone, we've had angry people come back to the office. Vice Chairman Wilson motioned to have Public Works Director Robert Hall prepare a report an estimated cost of work needed to get the building ready by the March 6 Council meeting.

9. Boards and Commissions

a. County Council Appointments and Reappointments.

1. Reappointment to the Lewis Fire Protection District.

Councilwoman Mosley motioned to reappoint William Dowd, second by Councilman Vaughn. Vote unanimous.

2. Appointment to the Lando Fire Protection District.

Councilman Agee motioned to appoint Whit Gullede, second by Councilwoman Mosley. Vote unanimous.

3. Reappointments to the Richburg Fire Protection District.

Councilman Vaughn motioned to reappoint Jeff Coleman, second by Councilman Agee. Vote unanimous.

Councilman Agee motioned to reappoint William C. Gladden, second by Councilwoman Mosley. Vote unanimous.

Councilwoman Mosley motioned to reappoint Jerry Williams, second by Councilman Agee. Vote unanimous.

b. Councilman Guy appointment.

1. Appointment to the Hazel Pittman Board.

Councilman Guy motioned to appoint Georgette Boulware, second by Councilman Killian. Vote unanimous.

c. Councilman Vaughn appointment.

1. Appointment to the Construction Board of Appeals.

Councilman Vaughn motioned to appoint Steven Rice, second by Councilman Agee. Vote unanimous.

10. Executive Session

Councilwoman Mosley motioned to go to executive session, second by Vice Chairman Wilson. Vote unanimous.

- a. To receive legal advice regarding Bailey Bill. Attorney Winters.
- b. To receive legal advice regarding Project 2187. Bond Attorney Kozlarek.
- c. To receive legal advice regarding Project 2271. Bond Attorney Kozlarek.
- d. To receive legal advice regarding a contractual matter. Attorney Winters.
- e. To receive legal advice regarding a contractual matter. Attorney Winters.

11. Council Actions Following Executive Session

Vice Chairman Wilson motioned to go back to regular session, second by Councilman Killian. Vote unanimous.

- a. Action taken regarding Bailey Bill. Taken as information only.
- b. Action taken regarding Project 2187. Taken as information only.
- c. Action taken regarding Project 2271. Taken as information only.
- d. Action taken regarding a contractual matter. Taken as information only.
- e. Action taken regarding a contractual matter. Taken as information only.

12. Council Comments-None.

13. Adjourn

Councilman Guy motioned to adjourn, second by Councilwoman Mosley. Vote unanimous.

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.

Time: 10:00PM

Klee



CHESTER COUNTY COUNCIL MEETING SPECIAL CALLED

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

March 1st 2023 at 5:00 PM

MINUTES

Present: Chairman Branham, Councilman Vaughn, Councilman Killian, Councilwoman Mosley, Councilman Guy, Councilman Agee, and Clerk to Council Lee. **Absent with notification:** Vice Chairman Wilson and County Attorney Winters.

- 1. Call to Order-** Chairman Branham called the meeting to order.
- 2. New Business**

Scott Rice, 4627 Betty Dixon Road, Richburg addressed Council regarding being opposed to rezoning CCMA23-01 thru CCMA22-03.

Julie Moore, 642 Chips Meadow Loop, Richburg addressed Council regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

a. 1st Reading of CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Councilman Guy motioned to approve with a reverter clause if the industry does not come it will revert back to the original zoning along with adding a 40-foot-wide x 20 foot high berm on the side of the operation facing Bryant Corner Road, second by Councilman Killian. Vote 4-1 to approve. Councilwoman Mosley opposed.

b. 1st Reading of CCMA23-02 Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Councilman Vaughn motioned to approve with a reverter clause if the industry does not come it will revert back to the original zoning along with adding a 40-foot-wide x 20-foot-high berm on the side of the operation facing Bryant Corner Road, second by Councilman Killian. Vote 4-1 to approve. Councilwoman Mosley opposed.

c. 1st Reading of CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Councilman Vaughn motioned to approve with a reverter clause if the industry does not come it will revert back to the original zoning along with adding a 40-foot-wide x 20-foot-high berm on the side of the operation facing Bryant Corner Road, second by Councilman Killian. Vote 4-1 to approve. Councilwoman Mosley opposed.

**d. 1st Reading of CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments
General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses**

New Text:

All uses permitted in ID-1 and ID-2

NAICS DESCRIPTION SEE ID-1 and ID-2

PARKING SPACES REQUIRED SEE ID-1 and ID-2

Councilwoman Mosley motioned to approve, second by Councilman Guy. Vote 5-0 to approve.

3. Adjourn

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



MEMORANDUM

TO: Chester County Council

FROM: Grazier Rhea, Catawba Regional Council of Governments

DATE: February 09, 2023

SUBJECT: Needs Assessment Hearing

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

The County's Needs Assessment Hearing will now be held at 6:00 p.m. on Monday, March 6, 2023. At this hearing, Catawba Regional Council of Governments staff will present the identified community needs and receive additional comments concerning the current needs, especially as they relate to the low and moderate income persons in Chester County.

Attached is a list of the needs that were identified in the 2022 Needs Assessment. This can be used as a guide to identify Chester County's community needs for 2023. This list will be updated at the hearing on March 6.

Also attached is an overview of the proposed use of Community Development Block Grant funds for the 2023-2024 program year. The next funding round for the Community Development Block Grant program is April 2023, and applications must be requested in March 2023. Infrastructure projects will be eligible in the spring funding round. Community Enrichment, Neighborhood Revitalization and Local Priorities applications will be due in September 2023, with application requests due in August 2023. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

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

Serving Chester, Lancaster, Union, & York Counties

215 Hampton St. * P. O. Box 450 * Rock Hill, SC 29731 * Phone (803) 327-9041 * Fax (803) 327-1912 * E-mail crcog@catawbacog.org

CHESTER COUNTY, SC

PRIORITIZED COMMUNITY NEEDS

FEBRUARY 2022

The following lists the top priority needs of Chester County:

1. Upgrade water, sanitary sewer, and storm sewer infrastructure and services in low and moderate income areas including infrastructure upgrades in the East Chester, Lancaster Street, Saluda Street, and McClure Street areas in the City of Chester: water upgrades in Lincolnville Street neighborhood; and storm drainage in the Cedar Grove area of Chester County. This also includes the upgrade of the Sandy River Wastewater Treatment Plant.
2. Address slums and blighted areas. This includes the clearance of Brownfield areas as well as the following abandoned mills: Great Falls Mill Numbers 1, 2 and Number 3, Eureka Mill, and the Gayle Mill. This also includes the demolition of dilapidated buildings and residences in low and moderate income areas.
3. Renovate or construct the following facilities:
 - Facility for the joint location of services to include SC DHEC, SC Works, and the Chester County Board of Disabilities and other agencies
 - County recreation complex
 - County jail
 - Park and amphitheater for the Town of Fort Lawn
 - Landfill expansion
 - Upgrade of recycling centers
 - Construct a new county animal shelter
 - Upgrade the YMCA Building
4. Create a strategic plan for housing
5. Support additional Chester County Library facilities to provide education and training for low and moderate income citizens in order to enhance employment opportunities.
6. Expand water, sanitary sewer, and storm sewer services to low and moderate income areas currently not being served.
7. Construct and upgrade of infrastructure to promote economic development through the expansion of existing industries and location of new industries.
8. Extend water, sewer, and other infrastructure services to affordable housing sites in order to promote housing opportunities for low and moderate income persons.
9. Extend water and sewer along the I-77 corridor, including the SC Highway 97 interchange at Exit 55.
10. Implement improvements to make the I-77 and SC Highway 9 interchange less dangerous, including the addition of turning lanes.
11. Upgrade sidewalks to include Ashford Street from Ella to the J.A. Cochran Bypass, the area from Parkway Avenue to the J.A. Cochran Bypass, York Street, the Gayle Mill neighborhood, Brendale Street, areas along J.A. Cochran Bypass, and sidewalks in the Town of Fort Lawn.
12. Continue to further fair housing in Chester County.



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2023 – 2024

The following is a summary of the proposed uses of CDBG funds for the 2023-2024 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated \$19.7 million from the U.S. Department of Housing and Urban Development (HUD) in 2023.

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

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

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

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

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development, and Regional Planning. There will be \$16.5 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Local Priorities, and “Ready to Go”. Following is a description of each of program.

Serving Chester, Lancaster, Union, & York Counties

215 Hampton St. • P.O. Box 450 • Rock Hill, SC 29731 • Phone (803) 327-9041 • Fax (803) 327-1912 • E-mail crcog@catawbacog.org



I. Community Development

A. Community Infrastructure

Funds Available: \$10,948,629

Grant Maximum: \$1,000,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost.)

Grant Minimum: \$50,000

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

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

Outcome:

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

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

Note: Priority will not be assigned to infrastructure improvements that are necessary because of a lack of maintenance and repairs. Similarly, a priority may be not be assigned if new service is proposed for an isolated neighborhood and there is no documented health threat or the service is not cost effective given the number of households committed to benefit.

Application Requests due: Friday, March 17, 2023, at 5:00 p.m.

Applications due: Monday, April 17, 2023, at 5:00 p.m.



B. Community Enrichment

Funds Available: \$3,000,000

Grant Maximum: \$750,000

[Note: A waiver of the grant maximum may be considered for a large-scale brownfield cleanup and building project with significant number of beneficiaries (i.e. a county-wide health department or DSS facility).]

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

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

Eligible Activities:

1. First Priority – Increasing Economic Competitiveness

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

2. Second Priority – Education and Workforce Development

- Libraries – library facilities or services (fixed or mobile) to provide expanded library services, computer equipment or internet access especially broadband capability
- Publicly owned facilities (except operating school facilities) that offer extended educational opportunities
- Transportation-oriented public facilities or services to serve LMI workforce populations

3. Third Priority – Safe and Healthy Communities

- Public safety facilities and services in LMI areas - police substations or other public improvements designed to address crime prevention.
- Demolition of vacant, dilapidated residential structures to address and support crime prevention efforts in a targeted LMI neighborhood.



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

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

Outcome:

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

1. Increasing economic competitiveness, resiliency and narrowing the digital divide
2. Education and workforce development
3. Safe and healthy communities

Application Requests due: Tuesday, August 15, 2023, at 5:00 p.m.

Applications due: Friday, September 15, 2023, at 5:00 p.m.

C. Neighborhood Revitalization Program

Funds Available: \$1,000,000

Grant Maximum: \$750,000

Grant Minimum: \$50,000

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

Planning Phase

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG-funded Village Renaissance Plan) that identifies community needs and prioritizes

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activities designed to comprehensively revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible consecutive implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

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

Implementation Phases

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

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

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

Application Requests due: Tuesday, August 15, 2023, at 5:00 p.m.

Applications due: Friday, September 15, 2023, at 5:00 p.m.

D. Local Priorities Program

Funds Available: \$1,000,000

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Grant Maximum: \$300,000

Grant Minimum: \$50,000

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

Outcome:

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

Eligible Activities:

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

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

1. First Priority

- Projects that impact economic development or increase economic competitiveness

2. Second Priority

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

3. Third Priority

- Projects that address resiliency or help narrow the digital divide

Application Requests due: Tuesday, August 15, 2023, at 5:00 p.m.

Applications due: Friday, September 15, 2023, at 5:00 p.m.

E. “Ready to Go” Public Facilities Program

Funds Available: \$600,000

Grant Maximum: \$500,000

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(Note: A waiver will be considered for infrastructure projects addressing an urgent and compelling need, regional solution, or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost.)

Grant Minimum: \$50,000

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

Eligible Activities:

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

Outcome:

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

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

Program clarifications:

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

II. Business Development Program

Funds Available: \$2,000,000

Grant Maximum:

- Job creation/retention \$10,000/ job

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- Area economic development \$500,000
- Local goods and services:
 - Service area less than 20% poverty or 70% LMI \$350/LMI person
 - Service area equal/more than 20% poverty or 70% LMI \$1,000/LMI person

Grant Minimum: \$50,000

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

Eligible Activities:

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

Outcome:

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

General Program Requirements:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, March 6, 2023 at 6:00 p.m., in the R. Carlisle Roddey Government Complex, 1476 J.A. Cochran Bypass, Chester, SC, Chester County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Chester County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

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

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

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



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-5

AN ORDINANCE TO ENACT CHESTER COUNTY CODE ENTITLED “STREET LIGHTING”

WHEREAS, Chester County Council has determined it is necessary to enact a new section of the Chester County Code; and

WHEREAS, Chester County Council is empowered by the provisions of S.C. Code Ann. §§44-55-1010, *et seq.*, and S.C. Code Ann. §4-9-35, as amended (the “Enabling Acts”), to enact ordinances relating to the management of the County in accordance with existing laws, policies and regulations; and

WHEREAS, the County repealed Ordinance §46-202 as an ordinance meant to only fund street lighting County-wide when fiscally possible; and

WHEREAS, the Ordinance states with specificity, *The county shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area;* and

WHEREAS, the County wishes to provide operational funding for street lighting in certain designated areas; and

WHEREAS, in the interest of this purpose, Chester County does hereby adopt the following:

The county shall provide street lighting on highways, streets, or roads as determined appropriate by Chester County Council during a duly called meeting and with

a unanimous vote for such provision. The County shall ensure adequate funds are appropriated at that time and for future funding. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area; and

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

The county shall provide street lighting on highways, streets, or roads as determined appropriate by Chester County Council during a duly called meeting and with a unanimous vote for such provision. The County shall ensure adequate funds are appropriated at that time and for future funding.

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

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joseph R. Branham
Chair, Chester County Council

Attest:

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

First Reading: 2-6-2023
Second Reading: 2-21- 2023
Public Hearing: 3-6-2023
Third Reading: 3-6-2023

Chester County, South Carolina

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

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____
Clerk to County Council
Chester County, South Carolina

First Reading: 2-6 2023
Second Reading: 2-21-2023
Public Hearing: 3-6- 2023
Third Reading: 3-6- 2023

Chester County, South Carolina

EXHIBIT A

Sec. 2-59. - Appearance by citizens.

- (a) A register for any person wanted to be heard during the regular council meeting shall sign a sign in sheet that will be placed in the hall outside the Council chambers prior to each of Council's regularly scheduled meetings. T
- (b) Each request must give the name and address of the person appearing, address and telephone number and the subject matter. Anyone needing assistance to sign up should contact the Clerk prior to the meeting. Materials that are to be distributed to the Council for the subject matter must be given to the Clerk for dissemination to the Council. There shall be three separate sign in sheets: For matters of controversy, there will be a sign in sheet for those wishing to speak in favor of a matter and a sign in sheet for those who wish to speak against the same matter. A third sign in sheet shall be available for anyone who wishes to speak on a different topic other than the matter of controversy. The sign in sheet will be taken up two (2) minutes before the call to order and will be given to the Chair or in the absence of the Chair, to the Vice Chair.
- (c) In matters of controversy, the Chair or in the absence of the Chair, the Vice Chair shall call the first five (5) speakers who are there to speak in favor of a matter and the first five (5) speakers who are there to speak against the same matter. Speakers will be allowed approximately three minutes and the Chair will alternate each speaker from the "in favor" list and the "against" list. The Chair or in the absence of the Chair, the Vice Chair, may at their discretion, ask if there is anyone else who is signed up and would like to speak on the same subject but has another comment not already vocalized.
- (d) Where an individual has signed up to speak on a subject that is not the subject of debate that evening, that individual shall be heard following the matter of controversy. They shall be afforded the same three minutes as any other speaker.
- (e) If a presentation should be made on behalf of an organization or group of persons, the organization or group will designate one spokesman to make the presentation on behalf of that particular group or organization.
- (f) Once an individual or the spokesman for a group concludes his presentation or comments, he shall be seated, and no person other than a member of the council will be recognized to make any statement on such matter unless requested to do so by the council or by any member of the council through the chair.
- (g) Appearances shall be scheduled following the approval of the minutes as shown on the published agenda.
- (h) Citizens will address Council and will not be permitted to engage in a debate between Council, staff, or other citizens.

- (i) This procedure shall not be applicable to petitioners, representatives of the news media, nor shall it apply to council staff members or other county employees who may be recognized by the chair for questions and comments relating to the business of the council.
- (a) Professional decorum and courtesy is expected of all speakers.



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-8

**AN ORDINANCE TO AMEND CHESTER COUNTY CODE OF LAWS
CHAPTER 6, ANIMALS**

WHEREAS, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

WHEREAS, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

WHEREAS, the amendment to Chapter 6 of the Chester County Code of Ordinances is necessary to provide stronger enforcement tools and enhancement to services offered to citizens for animal control.

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

Chester County Council does hereby adopt the amendment to Chapter 6, *Animals* of the Chester County Code of Ordinances, as shown in Exhibit A, attached and incorporated by reference herein.

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

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 2-6- 2023

Second Reading: _____ 2023

Public Hearing: 3-6-2023

Third Reading: _____, 2023

Chester County, South Carolina

- -Chapter 6 - ANIMALS^[1]

Footnotes:

--- (1) ---

State Law reference— Authority to provide for public health, safety, police protection and sanitation, S.C. Code 1976, § 4-9-30(5); authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-20; rabies control, S.C. Code 1976, § 47-5-10 et seq.

ARTICLE I. - IN GENERAL

Secs. 6-1—6-18. - Reserved.

ARTICLE II. - ANIMAL CONTROL

Sec. 6-19. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- **ABANDONMENT.** A situation in which an owner or keeper does not transfer ownership, deserts, forsakes, and intends to give up absolutely an animal without securing another owner or without providing for adequate food, water, shelter, care, or humane disposal of an animal.
- **ADEQUATE FOOD.** Food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight.
- **ADEQUATE SHELTER.** An enclosed, weatherproof structure that is manufactured or constructed expressly for housing a dog or cat that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather (enclosed structure). The enclosed structure must be free of urine and fecal matter and provide space for the animal to stand, turn, and lay down. It must be accessible to an animal and be of sufficient size and nature so as to provide the animal with adequate protection from the sun, heat, cold, or rain. The enclosed structure must be elevated off the ground of sufficient height to keep water, snow, or ice from entering it. In addition to the enclosed structure, a dog or cat must have access to enough natural or artificial shade to cover the animal between the hours of 11:00 a.m. and 3:00 p.m. from insulation, such as shavings or straw, from November 1 through March 1. Examples of unacceptable shelter include

but are not limited to: underneath or inside motor vehicles, garbage cans, cardboard boxes, plastic or metal barrels, animal transport crates or carriers; metal wire interior kennels or under houses, structures, decks, outside steps or stoops.

- **ALTERED ANIMALS.** Any animal which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **ANIMAL.** A living vertebrate creature except a homo sapiens.
- **ANIMAL CONTROL OFFICER.** A person employed by the county as an enforcement officer for the provisions of this chapter; provided, however that no animal control officer shall have the power or authority to issue an ordinance summons unless commissioned as a code enforcement officer as provided in S.C. Code § 4-9-145, as amended.
- **ANIMAL HOARDING.**
 - (1) Collecting animals and failing to provide them with humane or adequate care;
 - (2) Collecting dead animals without proper disposal; or
 - (3) Collecting, housing, or harboring animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept or to the animals or residents of adjacent property.
- **ANIMAL RESCUE GROUP.** An unincorporated or nonprofit organization existing for the purpose of prevention of cruelty to animals and whose purpose is to rescue and rehome animals that cannot be adopted by the animal shelter due to medical, behavioral, holding time limits or other reasons as determined by animal shelter personnel as provided in S.C. Code § 47-3-60.
- **ANIMAL SHELTER.** Any premises so designated by County Council for the purpose of impounding or harboring, caring for, adoption or euthanasia of seized, stray, homeless, abandoned, or unwanted dogs and cats.
- **AT LARGE.** Any domestic or domesticated animal is deemed to be running “at large” when it is off the property of its owner and not under physical restraint or control of the owner or keeper by means of a leash, cage or other effective device which restrains and controls the animal.
- **CAT.** A domestic feline of either sex, except a free roaming cat.
- **DOG.** A domestic canine of either sex.
- **EXPOSURE TO RABIES.** The circumstance in which any person or animal has been bitten by or exposed to any animal known or suspected to have been infected with rabies. This determination shall be made by the health department, animal control officer or a licensed veterinarian.
- **FREE ROAMING CAT.** Any friendly or feral cat without an identifiable owner and home. A free roaming cat may receive care from one or more residents in the community who do not claim ownership of the cat.

- **KEEPER.** Any person feeding, harboring, sheltering, having charge of or taking care of any animal for such a period of time as to constitute responsibility for that animal.
- **LIVESTOCK.** Domesticated equine, bovine, sheep, goats, swine, and fowl.
- **MALTREATMENT.** Ill-treatment of animal generally. Whoever knowingly or intentionally overloads, overdrives, overworks, ill-treats any animal, deprives any animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon any animal, or by omission or commission knowingly or intentionally causes these things to be done.
- **ANIMAL MICROCHIP-** is an identification chip, embedded under an animal's skin. This chip is around the size of a grain of rice, measuring in at approximately 25 millimeters in length and two millimeters in width. Standard microchips are a 15-digit traceable number.
- **OWNER.** A person 18 years or older who:
 - (1) Has a property interest in an animal.
 - (2) Keeps or harbors an animal or who has an animal in the person's care or acts as its custodian.
 - (3) Permits an animal to remain on or about any premises occupied by the person; or
 - (4) Provides care, shelter, or nutrition to an animal or group of animals, excepting such care, shelter, or nutrition provided on a temporary basis until such time as an animal control officer or rescue group representative can retrieve the animal/group of animals.
- **PERSON.** An individual, a trust, a firm, a joint stock company, a corporation including a government corporation, a partnership, an association, a municipality, a commission, or a political subdivision of this or another state. (See S.C. Code §47-4-20)
- **PUBLIC NUISANCE.** Any animal chasing vehicles or pedestrians, damaging property other than that of the owner or behaving in a manner which disturbs the rights of, threatens the safety of or injures a member of the general public, carries a communicable disease dangerous to other animals or humans; or has a known history of biting or attacking people or other animals or any person maintaining property that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.
- **RESTRAINT.** The act of keeping a dog which is under the immediate physical control of a person capable of restraining the animal, by means of a collar and leash, or by passive means of control, such as by a fence, kennel, or other confinement device.

- **SECURE ENCLOSURE.** Any fenced or otherwise enclosed area suitable for properly restraining an animal and for prohibiting that animal from coming into contact with people and/or other animals.
- **SPAYED FEMALE.** Any female dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **NEUTERED MALE** Any male dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction
- **STRAY.** Any domestic or domesticated animal, except a free roaming cat, found wandering at large or abandoned in the public ways or on the lands of any person other than its owner.
- **SUSTENANCE.** Adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight. (See S.C. Code § 47-1-10)
- **TETHER.** A rope, leash, cable, or other device that attaches to a single swivel point.
- **VICIOUS DOG.** Any dog evidencing an abnormal inclination to attack persons or animals without provocation. This definition is not mutually exclusive of the definition of **DANGEROUS ANIMAL.**
- **WATER.** Adequate water provided with constant access to a supply of clean, fresh, provided in a suitable manner for the species. (See S.C. Code § 47-1-10)
- **WORKING ANIMAL.** means an animal used in the performance of a particular set of tasks, while used in such a capacity. Examples include but not limited to, seeing eye dogs, licensed service dogs and dogs used to control a farmer's flock or herd.

Sec. 6-20. - Enforcement; Interference unlawful.

(A) The provisions of this chapter shall be enforced in the unincorporated areas of Chester County and any municipal area adopting the provisions, mutatis mutandis.

(B) Under S.C. Code § 4-9-145, Animal Control Officers may be appointed and commissioned by the Chester County Council to enforce all sections under this chapter and any other applicable state law and may exercise their powers on all private and public property within the unincorporated area of Chester County.

(C) Animal Control Officers who are commissioned by the County Council are authorized and empowered to issue written warnings or uniform ordinance summons to enforce any section of this chapter in the unincorporated area of Chester County. Any violator of this chapter may also be charged under any relevant state law under S.C. Code Title 47.

(D) No person shall interfere with, hinder or molest any Animal Control Officer in the execution of that officer's duties or release or take out of impoundment any animal from an animal control vehicle, animal trap, cage or the animal shelter.

(E) Nothing in this chapter shall be construed to prevent sheriff's deputies or law enforcement officers of any kind from enforcing any of the sections of this chapter or from exercising their authority as law enforcement officers.

(Code 1998, § 6-102)

Sec. 6-21. - Rabies control; Display of Inoculation Tag.

The animal control department shall enforce and assist other agencies in the enforcement of the provision. The following rules and regulations concerning rabies control shall apply to the areas of the county that have been placed under the jurisdiction of this chapter:

s S.C. Code 1976, §§ 47-5-10—47-5-200, requiring inoculation and rabies control measures.

(A) Whenever a dog or cat is affected by rabies or suspected of being affected by rabies or has been bitten by an animal known or suspected to be infected with rabies, the owner or keeper of the dog or cat or any person having knowledge thereof shall forthwith notify the animal control officer or the health department stating precisely where the animal may be found.

(B) The animal control officer shall immediately inform the health department upon receipt of any information concerning an animal bite or a possible animal bite.

(C) The animal control officer, in conjunction with the health department, shall arrange for the supervised confinement of any dog or cat which has bitten a person. The confinement may be on the premises of the owner if the owner will sign a DHEC agreement assuming total responsibility for the safe confinement of the pet or other animal or the confinement may be at the county animal shelter with the current impoundment and boarding fees charged, or the dog or cat may be confined at a private animal shelter or a veterinary hospital at the owner's expense.

(D) Any dog or cat which has bitten a person must be confined for a period of at least ten days. The health department or the animal control officer shall be permitted by the owner or keeper of the dog or cat to examine the same at any time and daily if desired within the ten-day period of confinement to determine whether the animal shows symptoms of rabies. No person shall obstruct or interfere with the animal control officer or the health department in making the examination.

(E) In the case of an animal other than a dog or cat which has scratched or bitten a person, the health department shall serve notice upon the owner of that animal that the owner shall have the animal euthanized immediately and have the brain submitted for rabies examination.

(F) The health department shall serve notice in writing upon the owner of a dog, cat or other animal known to have been bitten by an animal known or suspected of being affected by rabies requiring the owner to confine the animal for a period of not less than six months except those animals properly treated with anti-rabies vaccine shall be confined for a period of not less than three months.

(G) No person shall kill, or cause to be killed any dog, cat or other animal, that is suspected of having been exposed to rabies or which has bitten a person, nor remove the animal from the jurisdiction of the county without written permission of the health department. An exception to the preceding requirement is in any circumstance in which there exists the possibility of the animal escaping or being involved in an additional biting incident in which case the animal is to be killed and the health department notified immediately.

The following rules and regulations governing the inoculation of dogs and cats shall be applicable:

(1) Every owner of a dog or cat shall have the animal inoculated against rabies and require the animal to wear a rabies vaccination tag on a collar or harness.

(2) A State Board of Health certificate of animal rabies vaccination will be issued by a licensed veterinarian for each animal stating the name and address of owner, the name, breed, color and markings, age and sex of the animal and the veterinary or pharmaceutical control number of the vaccination. One copy of the certificate shall be given to the owner, and one copy shall be retained by the person administering the vaccine.

(3) With the issuance of the certificate, the veterinarian shall also furnish the owner with a serially numbered metal rabies vaccination tag bearing the same number and year as the certificate. The metal rabies vaccination tag shall bear the name of the veterinarian who administered the vaccination.

(4) The rabies vaccination tag issued by the veterinarian shall at all times be attached to a collar or harness worn by the animal for which it was issued and any animal not having a proper rabies inoculation license tag attached may be subject to impoundment.

(5) The owner shall have a valid certificate of rabies immunization readily available for inspection by competent authority.

(6) In the event that a rabies vaccination tag is lost, the owner will obtain a duplicate tag without delay.

(7) A certificate of rabies immunization issued by a licensed veterinarian from another state will be accepted as valid evidence of inoculation provided it is less than one year old

(Code 1998, § 6-103)

State Law reference— Mandatory inoculation against rabies, S.C. Code 1976, § 47-5-60.

Sec. 6-22. – Impoundment of animals running at large.

(Code 1998, § 6-104)

(A) It shall be unlawful for the owner or keeper of any dog or livestock to willfully or negligently permit any such animal to run at large beyond the limits of his or her own land or the lands leased, occupied or controlled by him.

(B) It is unlawful pursuant to the provisions herein for any dog or cat owner or other keeper of a dog or cat to:

(1) Keep a dangerous or unruly dog unless under restraint, as defined herein under § 6-59, so that the dog cannot reach persons not on land owned, leased, or controlled by him or her;

(2) Release or take out of impoundment or quarantine without proper authority any dog or cat or resist county or municipal shelter personnel engaging in the capture and impoundment or quarantine of a dog or quarantining of a cat;

(3) Any person who violates the provisions of this section § 6-22 (B), is guilty of a misdemeanor and must be fined \$50 for a first offense and not to exceed \$500.00 for each subsequent occurrence thereafter.

(C) Whenever any domestic animals shall be found upon the lands of any person other than the owner or manager of the animals, the owner of the trespassing stock shall be liable for all damages sustained and for the expenses of seizure and maintenance. The damages and expenses shall be recovered, when necessary, by action in any court of competent jurisdiction, and the trespassing stock shall be held liable for the damages and expenses, in preference to all other liens, claims or encumbrances upon it. (See S.C. Code § 47-7-130)

(D) Any freeholder or tenant of land, his or her agent or representative, may seize and hold possession of any stock which may be trespassing upon his or her premises, and as compensation for the seizure may demand of the owner of every such horse, mule, ass, jennet, bull, ox, cow, calf, swine, sheep, goat, or other animal not herein named, just damages for injuries sustained. The claim shall, when possible, be laid before the owner of the trespassing stock within 48 hours after seizure of the stock. (See S.C. Code § 47-7-140)

(E) In case the claim shall not be amicably or legally adjusted and the trespassing stock recovered by the owner within 12 hours after the receipt of the notification, the owner shall further become liable in a sum sufficient to cover the maintenance and care of his or her stock up to the time of its removal, but the owner shall be entitled to recover immediate possession of his or her stock on due execution of the bond to cover expenses and claimed damages as any magistrate shall decide to be good and sufficient. (See S.C. Code § 47-7-150)

(F) In any criminal prosecution for violation of the provisions of §§ 6-22 *et seq.*, the defendant may plead, as a matter of defense, the full satisfaction of all reasonable demands of the party or parties aggrieved by the violation, and upon such plea being established and upon payment of all costs accrued up to the time of the plea he or she shall be discharged from further penalty. (See S.C. Code §47-7-170)

(G) Any animal found to be running at large may be captured, confined and/or impounded by an animal control officer and held in an animal shelter for a minimum period of five days. If the animal is not reclaimed by the owner as provided in this chapter, the animal may be humanely euthanized, adopted to a new owner, or sent to a rescue.

(H) Any animal observed by an animal control officer to be running at large and subsequently returning to the owners property when the owner is absent or away from the property may be removed from the owner's property and impounded if the animal control officer has reasonable cause to believe that the animal is running at large in violation of the provisions of this chapter and the animal will present a danger to itself, persons or other animals or be prejudicial to the safety of the public if the animal is left unrestrained.

(I) In the case of an impoundment of an animal under the provisions of §6-22, the animal control officer shall provide posted written notice upon the property in issue setting forth the date and time of impoundment and the procedures to follow in order to retrieve the owner's animal.

(J) The Animal Control Director, Supervisor or designee is authorized to hold identifiable animals and dispose of them if the owner fails to claim them. The Animal Control Director, Supervisor or designee must not euthanize any positively identifiable dog or cat until they have notified the owner at his or her last known address by registered mail that officers have the dog or cat in their possession. The owner must notify the animal shelter within two weeks after receipt of the registered letter than the owner will reclaim the dog or cat. If the owner does not reclaim the animal within two weeks of notification, it may be euthanized. Reasonable costs associated with the above extended holding period, including cost of mailing the required notice, must be paid before the dog or cat is returned to its owner, or the owner's designee, in addition to any other established costs, fines, fees, or other charges.

Any animal that has been impounded for five days and unclaimed by its owner will become the property of Chester County and may be disposed of as follows:

(k) An animal may be placed for adoption to a person 18 years or older upon compliance with the provisions and payment of the fees required by this chapter.

(L) An animal may be released to an approved animal rescue group as defined in this chapter if it has been determined that the animal is not suitable for adoption to the public or space at the animal shelter is not available to house that animal.

(M) An animal may be humanely euthanized if deemed to be unadoptable due to medical, behavioral or spatial issues.

Sec. 6-23. - Redemption.

(A) To obtain the release of an animal after impoundment, an owner must be at least 18 years old and also provide documentation that the animal is currently inoculated against rabies and also must pay the impoundment fee as specified in § 6:32 of this chapter.

(B) If an animal is not reclaimed by its owner within 24 hours of the impoundment of that animal, a boarding fee will be charged at the current established boarding rate for each day after the first day of impoundment.

(C) Pursuant to the provisions of S.C. Code § 47-3-55(C) and (E); all dogs and cats that are reclaimed from the animal shelter will have a microchip implanted with the associated cost of the microchip added to any impoundment and boarding fees. The owner redeeming his or her dog or cat must elect to have a microchip implanted.

(D) An increasing impoundment fee will be charged to an animal owner according to the schedule established in this chapter each time an animal belonging to the same owner is impounded up to three consecutive times. Any subsequent impoundments charged to the owner after three times will be charged at a rate equal to the third impoundment fee and for each time thereafter.

(1) In calculating the fees required under this section, no animal impoundments charged to the animal owner occurring more than three years before the current impoundment shall be considered.

(2) The Animal Control Director may, at his or her discretion, waive all fees for the first impoundment if, in the judgment of the Animal Control Director, a violation of this code is inadvertent and there are extenuating circumstances which would warrant the waiver of fees for a first impoundment.

(E) The Animal Control Director may prohibit an owner of any animal to reclaim the animal, which, by virtue of its temperament, size, behavior, history or any combination thereof, may present a danger to the safety of the public. Under this provision, the animal may be held at the Animal Shelter pending a hearing before a magistrate to determine if additional confinement measures are necessary. In the case of such a detention of an animal, boarding fees shall accrue pursuant to the schedule of fees set forth herein, but, may be waived by the magistrate upon a finding that additional confinement of the animal in issue is not necessary.

(F) All requests for information on circumstances and reasons why an animal was impounded must be requested through the Freedom of Information Act. A written request must be submitted stating what information is requested, and it must include the contact information for the person making the request.

Sec. 6-24. - Adoption.

(A) Any animal impounded under the provisions of this chapter may, at the end of the legal detention period be evaluated by the shelter staff and be eligible for adoption, at the discretion of the Animal Control Director or designee, by a person 18 years or older who will agree to comply with the provisions of this chapter. In determining whether an adoption is suitable for the animal, the behavior of the animal, how the animal responds to the prospective adopter, and any other characteristics of the animal or the placement that may affect the welfare of the animal or the prospective adopter.

(B) A person may be refused adoption of an animal by the Animal Control Director if it is determined that the person wishing to adopt an animal has a history of (as evinced by County records) or past conviction of abandonment, maltreatment, or any other violation of this chapter.

(C) The Animal Control Director, Supervisor or designee may schedule a home visit to verify the living conditions and health of the animal comply with the Animal Control Adoption Agreement. This home visit must occur no later than six months after the date of the adoption. Should the Animal Control Director, Supervisor or designee find the living conditions or health of the animal violate the Animal Control Adoption Agreement or these ordinances, he or she may schedule additional visits to ensure compliance or seek an order from the magistrate court allowing Animal Control to remove the animal from the adopter's home. Additionally, the Animal Control Director or designee may enforce any violations of this chapter observed during a home visit.

(D) If a licensed veterinarian certifies within three days of the adoption of an animal that the adopted animal is ill, sick or injured, the person to which the animal was adopted may request a refund or exchange the animal for another animal.

(Code 1998, § 6-106)

Sec. 6-25. - Public nuisance.

(A) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and unlawful.

(1) Maintaining property in a manner that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.

(2) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises. (change to city to enforce)

(3) Maintaining an animal that is diseased and dangerous to the public health.

(4) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles or vehicles.

(B) A pet which has been determined to be a nuisance by the department of animal control may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(C) Every female pet in heat shall be kept confined in a building or boarded at a veterinarian's office in such a manner as will not create a nuisance by attracting other animals.

(D) Any person walking or owning an animal must clean up any waste deposited by the animal on public property or the private property of anyone other than the property of the animal's owner.

(E) It shall be unlawful for any person to hoard animals

(Code 1998, § 6-107)

Sec. 6-26. – Abandonment and Maltreatment prohibited.

(A) *Acts of agents imputed to corporations.* The knowledge and acts of agents and persons employed by corporations in regard to animal transported, owned or employed by or in the custody of the corporations shall be held to be the acts and knowledge of the corporations. (See S.C. Code § 47-1-20)

(B) *Ill-treatment of animal generally.* Whoever knowingly or intentionally overloads, overdrives, overworks, ill-treats any animal, deprives any animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon any animal, or by omission or commission knowingly or intentionally causes these things to be done, for every offense is guilty of a misdemeanor.

(C) *Abandonment of animals.*

(1) A person may not abandon an animal. As used in this section **ABANDONMENT** is defined as deserting, forsaking, or intending to give up absolutely an animal without securing another owner or without providing the necessities of life. Necessities of life includes adequate water, adequate food, and adequate shelter, as defined in § 6-19.

(2) A person who violates this section is guilty of a misdemeanor and, upon conviction, must be punished for each offense in the manner prescribed in §6:32. (See S.C. Code § 47-1-70)

(D) If an animal is found to be obviously abandoned by the owner or keeper, an animal control officer may impound that animal.

(E) No person shall cause, instigate, attend or permit any dog fight, cockfight, or other combat between animals or between animals and humans.

(F) *Poisoning animals.* No person shall intentionally place any known poisonous substance, whether mixed with food or not, in a place where an animal may eat the poisonous substance. However, it shall not be unlawful for a person to place poison on his or her property for the purpose of pest or vermin control.

(G) In a case of abandonment or maltreatment, an animal control officer may determine that removal of an animal is required to prevent further suffering or ill-treatment. In such case, an animal control officer may petition a magistrate as allowed under S.C. Code § 47-1-150(C) for an order allowing Animal Control to lawfully take custody of the animal or an order requiring the owner to provide certain care for the animal at the owner's expense. An animal control officer applying for an order must comply with all evidentiary, notice, and hearing requirements described in S.C. Code § 47-1-150.

(H) *Immunity from civil and criminal liability.* Any person, including a person licensed to practice veterinary medicine, or an animal control officer or agent of the South Carolina Society for the Prevention of Cruelty to Animals or any society incorporated for that purpose, who in good faith and without compensation for services provided, acting without malice, recklessness, or gross negligence, renders emergency care or treatment to a domestic animal which is abandoned, ill, injured, or in distress related to an accident or disaster shall not be liable or subject to any civil or criminal liability for any injuries or harm to the animal resulting from the rendering of such care or treatment, or any act or failure to act to provide or arrange for further medical treatment or care for the animal. (See S.C. Code § 47-1-75)

(Code 1998, § 6-109; Ord. No. 2018-4, 4-3-2018)

Sec. 6-27. - Euthanasia.

(A) The animal control department shall use injections of sodium pentobarbital as the sole method of euthanasia for animals. Intravenous injections of sodium pentobarbital shall be the primary method of euthanasia; however, intraperitoneal injections may be used to euthanize fractious and feral animals. It shall be unlawful for animal control personnel to give an intracardial injection of sodium pentobarbital to a conscious animal; however, an intracardial injection may be given to an unconscious animal which exhibits no eye reflexes.

(B) Sodium pentobarbital shall be administered only by animal control personnel certified by a licensed veterinarian. A log of use of sodium pentobarbital shall be maintained at the animal control shelter. Drugs at the animal control shelter shall be kept in locked storage accessible only by a certified animal control officer, and shall be maintained, used and disposed of in accordance with applicable county, state and federal regulations.

Sec. 6-28.- Restraint Requirements

(A) When a tether is utilized as a means of restraint, a responsible adult must be physically outdoors with their dog, and the dog must be under the owner's direct control. The tether must be at least ten feet in length, have swivels on both ends, and allow the animal to utilize the entire 360-degree circular area designated by the tether. The tether must allow the dog free access to food, water and shelter. Any tether must be attached to a properly fitting collar or harness worn by the dog and shall weigh no more than 10% of the dogs estimated body weight.

(B) Owners may use trolley systems, fences, ground tether and kennels for passive restraint of dogs.

(C) The primary usable trolley runner line must be suspended at least three feet above the dog's head, with at least ten feet in length between two pulley stop points. The secondary line attached to dog shall have a rolling trolley freely moveable a distance of at least ten feet on the primary trolley line with a spring/shock absorber attachment and swivels at both ends. The trolley system shall allow the dog unrestricted body movement and utilization of the entire area designated by the system, with a minimum of five feet lateral movement for the dog on each side of the primary trolley line, as measured on the ground. The trolley system must allow the dog free access to food, water, and shelter. The trolley system must be of appropriate configuration to prevent escape of the dog and confine the dog to the owner's property. The primary trolley line shall be used to restrain only one dog at a time.

(D) All collars used must be made of nylon, leather, or other durable and non-metallic material and must be fitted so as to not cause injury to the animal or embed itself in the dog's neck.

(E) Use of a chain, choke, or pinch collar for passive restraint is prohibited.

(F) Any dog that is restrained must be a sufficient distance from any other objects or debris so as to prohibit any tangling of the restraint or from extension over an object or an edge that could result in injury or strangulation of the dog.

(G) No animal shall be permitted to be on private property unless it is with the express permission of the property owner.

(H) An unspayed female dog must be confined within a building or secure fence or kennel to prevent potential contact with stray dogs.

(I) The area of every fence or kennel must measure at least ten feet by ten feet equal to 100sq ft.

(J) The ground tether has the following properties:

- a. A minimum ten-foot length;
- b. A swivel type termination at both ends;
- c. Is not made of chain;
- d. Total weight does not exceed ten percent of the animal's body weight,
- e. Is fabricated of a material that prevents tangles.

Sec 6-29. - Injured, Diseased and Dead Animals.

(A) It shall be unlawful for any person to intentionally strike an animal with an automobile or other vehicle.

(B) Any person injuring a dog or cat by striking it with an automobile or other vehicle shall notify the owner of the animal, if identification is possible, or shall notify the Animal Control Department if the animal cannot be identified.

(C) Any animal received by a veterinarian in critical condition from wounds, injuries or disease, may be destroyed if the owner cannot be contacted and the pet is suffering great pain.

(D) If an injured animal has been released to the shelter and is determined to be unadoptable to the public, the animal may be eligible for rescue by any approved animal rescue group after an evaluation by the shelter veterinarian. Upon rescue, the animal will become the property of the rescue organization. Injured or distressed animals that have been released to the shelter will not be held an unreasonable length of time awaiting pick up by a rescue organization.

(E) Whenever any animal shall die from any natural or other cause, the owner or keeper of the animal must bury the body, within 48 hours of the death of the animal, at least three feet underground. An owner or keeper may not dispose of any part of a dead animal in any lake, creek, pond, road, street, alley, or lane. An owner or keeper who fails to properly dispose of a dead animal as required violates this section and, in addition to the penalties prescribed in §6:32, must pay all costs incurred by Chester County for proper disposal of the animal.

Sec 6-30. -Violation of Owner Surrender Program.

Chester County Animal Control established policies and fees governing owner surrender of animals. Any person who brings an animal to Animal Control and turns over that animal as a stray when the person actually owns the animal violates this chapter and is subject to the penalties described in §6:32.

Sec. 6-31. -Records.

(A) Accurate records shall be kept by the animal shelter on all animals impounded as to whether they are redeemed, adopted or euthanized.

(B) Records shall also be kept on all cases involving animal bites.

Sec. 6-32. -Fees

(A) The fees set forth herein shall be applicable to the functions listed and such fees shall be turned over to the county treasurer, who shall make a monthly accounting of the funds.

Adoption Fee	\$50 Dogs	\$20 Cats
Impound Fee 1st Occurrence	\$50	
Impound Fee 2nd Occurrence	\$100	
Impound Fee 3rd Occurrence	\$125	
Impound Fee 4th (and subsequent Occurrence)	\$300	

Board Fee \$15/day for dogs, cats.

\$30/day for livestock and fowl

Microchip \$20

Owner Surrender Fee \$50 per animal or \$75 per litter of three or more animals

(B) *Special adoption events.* The Animal Control Director may reduce the adoption fee for a specific period of time to encourage adoptions. The Animal Control Director must publish on the county web site and post in the shelter an advertisement that states the beginning date, end date, and the adoption fee for the special adoption event.

Sec. 6-33 -Rules of Construction; Remedies Not Exclusive.

(A) Nothing in this chapter may be construed to limit the power of the county to prohibit animals from running at large, whether or not they have been inoculated as provided in this chapter; and nothing in this chapter may be construed to limit the power of the county to regulate and control animals in the unincorporated area of the county or to enforce other and additional measures for the restriction and control of rabies.

(B) The penalties imposed in this chapter are non-exclusive. In the event of any violation or proposed violation of this chapter, the county manager, the director of public works, or the Animal Shelter Director, or any adjacent, neighboring, or affected property owner who would be damaged by the violation may, in addition to other remedies, apply to a court of competent jurisdiction for injunctive relief, mandamus, a restraining order, or other appropriate relief in a civil proceeding to prevent, correct or abate the violation or threatened violation of this chapter, and pursue all such additional remedies which shall be cumulative to the penalties provided herein.

Sec. 6-34 -Penalty.

(A) Except as expressed within §6.22 (B), a person refusing to comply with the provisions of this chapter or violating any of the provisions of this chapter will be subject to the issuance of an ordinance summons for each offense and upon conviction shall be guilty of a misdemeanor and subject to fines not to exceed \$500 per offense and/or imprisonment not to exceed 30 days, and in addition, shall be liable for all court costs and fees, and further shall be liable to pay all costs and fees incurred in the provision of care for the animal and all related expenses.

(B) As more particularly described in §6.20, violations of §6.19 *et seq.* shall be enforced by any duly commissioned enforcement officer using the county ordinance summons or by the Chester County Sheriff or any duly constituted deputy sheriff.

(C) Nothing herein is intended to abrogate the counties or any citizen's civil remedies available under statutory or common law.

Section 47-3-1010. As used in this article, the term:

DOG BREEDER - means any person or business that owns, has custody of, or maintains 2 unaltered dogs over the age of six months that are capable of reproduction and kept primarily for the purpose of breeding and selling the offspring to a person, business, or pet store for resale as pets to the general public.

Investigator - means any animal control officer, public health or safety official, or law enforcement officer employed by the municipality or county where a dog breeder resides or maintains breeding operations.

Sec. 6-35-Breeding.

Section 47-3-1030.

(A) A animal breeder shall provide the following for each animal owned, kept, or maintained by that breeder:

- (1) access to exercise on a daily basis;
- (2) access to adequate food and water;
- (3) access to adequate food provided at appropriate intervals to maintain a healthy weight;
- (4) appropriate veterinary care, including routine and preventative care; by a licensed veterinary
- (5) each animal must be microchipped before being bred or released from the facility.
- (6) daily assessment of each animals' overall health and behavior;
- (7) appropriate and prompt treatment or attention to any deviation in health;
- (8) preventative care sufficient to keep animals free from internal and external parasites;
- (9) a primary enclosure that:
 - i. is constructed and maintained so that animals are securely confined;
 - ii. does not cause injury to the animals;
 - iii. protects the animals from extreme weather conditions;
 - iv. is maintained in a sanitary manner;
 - v. is large enough that each animal can sit, stand, lie down, or turn around comfortably with no overcrowding; and
 - vi. clean and free from debris and odor and shall remove feces and dispose of them as frequently as necessary so as not to pose a threat to the health of the animals;
- (10) protection from adverse or extreme weather conditions;
- (10) flooring that provides solid footing. If wire is used as flooring of a primary enclosure, it should be comprised of a material featuring a protective coating, be of an appropriate size to prevent injury, particularly to the animals feet, and

must be kept in good repair; If wire is used, a solid platform of sufficient size should be provided to allow the dogs to attain solid footing and to offer a space for resting;

(11) lighting, artificial or natural, that provides a regular lighting cycle for the animals;

(12) bedding material that is clean and does not pose a risk to the animals.

(B) An animal breeder shall maintain accurate records for at least five years that include:

(1) the date on which a animal enters the operation or business;

(2) the name of the person from whom the animal was purchased or obtained, including the address and phone number of the person;

(3) the name of the pet store or person the animal is sold to;

(4) a description of the animal, including the species, color, breed, sex, and approximate age and weight;

(5) any tattoo, microchip number, or other identification number carried by or appearing on the animal;

(6) each date that juveniles were born to the such animal and the number of.

(7) all medical care and vaccinations provided to the animal.

(8) A breeder may only breed a female dog after an annual certification examination by a licensed veterinarian which certifies that the dog is in suitable health for breeding and is under the age of eight years.

(9) An investigator may, upon receiving a complaint or upon their own suspicion, investigate any potential violation of the provisions of this article. The investigation may include the inspection of the books and records of the dog breeder, the inspection of any companion animal owned by the dog breeder, and the inspection of any place where animals are bred or maintained. The investigator may enter any premises, including the residence of the breeder, where animals may be bred or maintained during daytime hours while conducting the investigation.

(C) *Section 47-3-1060.* A person who violates a provision contained in this article, for a first offense, is guilty of a misdemeanor and, upon conviction, must be fined not less than two hundred dollars and not more than one thousand dollars. A person convicted of a second or subsequent offense must be imprisoned not more than thirty days. Each violation shall constitute a separate offense. The provisions of this article are in addition to, and not in

lieu of, any other State or federal laws protecting animal welfare. This article shall not be construed to limit any State law or regulation protecting the welfare of animals, nor shall anything in this article prevent a local governing body from adopting and enforcing its own animal welfare laws and regulations in addition to this section.

Breeders must purchase a breeders License of \$300.00 from the Chester County Animal Control.

(Exemptions for working animals and livestock defined §6.60)

6.36 KEEPING OR HARBORING STRAY ANIMALS.

(A) No person, without the actual consent of the owner, shall harbor, feed, keep in possession by confinement or otherwise have any animal which does not belong to such person, unless he has, within 24 hours of the time the animal came into his or her possession, notified the animal shelter. Upon receiving such notice, the animal shelter may choose to impound the animal.

(B) No person shall refuse to surrender a stray animal to an employee of the animal shelter upon demand.

Secs. 6-37—6-57. - Reserved.

ARTICLE III. - DANGEROUS ANIMALS

Sec. 6-58. - Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

DANGEROUS ANIMAL.

(1) Any animal as defined in §6.19

(a) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or otherwise endanger the safety of **human beings or animals**.

(b) Which:

1. Makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined as required by § 6.59;

2. Commits unprovoked acts in a place other than the place where the animal is confined as required by § 6-59 and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being.

3. Commits more than one unprovoked attack that injures or kills another animal and the attack occurs in a place other than the place where the animal is confined as required by § 6-59.

(c) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting.

(2) Does not include:

(a) An animal used exclusively for agricultural purposes; or

(b) An animal which attacks a person who is trespassing or who appears to be trespassing. A **TRESPASSER** is a person who is not lawfully upon the premises of the owner, as set forth in S.C. Code § 47-3-770(A), incorporated herein.

(3) An animal is not a dangerous animal solely by virtue of its breed.

(4) As used herein, **INJURY** or **BODILY INJURY** including but not limited to broken bones, lacerations, punctures of the skin, or any physical injury resulting in death.

(Ord. No. 03-21-2007D, § 1, 3-21-2007)

Sec. 6-59. - Keeping of dangerous animals.

(A) *Restraint and confinement.* The owner shall confine, within a building or secure enclosure, any dangerous animal and shall not take the animal out of the building or enclosure unless the animal is securely muzzled and under restraint, or under the physical control of its owner. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his or her premises. A dangerous animal is unconfined as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal. (See S.C. Code § 47-3-720)

(B) Owning or harboring animal for fighting or attacking humans or domestic animals is prohibited. Selling, breeding, buying or attempting to buy, or intent to do same is prohibited. Exceptions:

(1) No person may own or harbor an animal for the purpose of fighting or train, torment, badger, bait, or use an animal for the purpose of causing or encouraging the animal to unprovoked attacks upon human beings or domestic animals.

(2) No person may possess with intent to sell, offer for sale, breed, or buy or attempt to buy a known dangerous animal, however this division does not apply to a person who is licensed to possess and breed an animal under the classifications specified and regulated by the United States Department of Agriculture under the Animal Welfare Act as codified in U.S.C. Title 7.

(C) *Seizure and impoundment of dangerous animal.*

(1) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or cared for in violation of S.C. Code §§ 47-3-720, 47-3-740, or 47-3-760(E), the agent or officer may petition the court having jurisdiction to order the seizure and impoundment of the dangerous animal while the trial is pending.

(2) If a law enforcement agent, animal control officer, or animal control officer under contract with a county or municipal government to provide animal control services has probable cause to believe that a dangerous animal is being harbored or housed in violation of S.C. Code § 47-3-730, the agent or officer may seize and impound the dangerous animal while the trial is pending.

Sec. 6-60. - Exemptions.

The provisions of this article shall not apply to:

- (A) The provisions of §6.35 (A) of this chapter shall not apply to hunting dogs while engaged in hunting or training exercises while on the property of the owner or property of a consenting landowner. The hunting dogs are permitted to be under voice control or electronic tracking control rather than under the restraint required in §6.28(A) of this chapter.
- (B) The provisions of §6.35 of this chapter shall not apply to Livestock or Working Animals.
- (C) The provisions of §6.22 of this chapter shall not apply to a working dog or trained guard dog actively engaged in protection or working of livestock while on the property of the owner or property of a consenting landowner. The dog is allowed to cross an intersecting public right-of-way while actively engaged in protection or working of livestock. The working or trained guard dog is permitted to be under voice control or electronic tracking control rather than under the restraint required in §6.22 of this chapter.
- (D) If any dog strays on public property or private property without permission of the landowner, the exception contained in this section shall not apply, and the owner of the dog shall be in violation of the provisions of this chapter.
- (E) Animal control or law enforcement agencies or officers acting under the authority of this act.

(F) Licensed veterinary hospitals or clinics in possession of dangerous animals for treatment or rehabilitation purposes.

(G) Any county resident living within the boundaries of the county and having preexisting ownership of a dangerous animal holding appropriate and current licensing at the effective date of the ordinance from which this article is derived shall within 30-calendar days of the effective date of the ordinance from which this article is derived contact the county animal control to register the dangerous animal with the county. All persons, firms or corporations keeping or owning dangerous animals in the county shall pay a yearly fee of \$100.00 per location. Failure to register a dangerous animal or to pay the annual fee shall be governed by [§6-59](#).

(Ord. No. 03-21-2007D, § 3, 3-21-2007)

Sec. 6-61. - Animal facilities.

(a) Any person, firm or corporation keeping or owning dangerous animals in the county shall comply with guidelines established by the United States Department of Agriculture for the purpose of construction of cages, housing of animals and subsequent care of animals. Temporary housing of any type will be prohibited.

(b) Any person, firm or corporation keeping or owning dangerous animals in the county shall comply with all regulations promulgated by any other state or federal agency, including, but not limited to, the Animal Welfare Act (7 USC 2131 et seq.) and its subsequent amendments and the regulations adopted under that act and the Captive Wildlife Safety Act (16 USC 3372 et seq.) and its subsequent amendments and the regulations adopted under that act.

(c) Any person, firm or corporation keeping or owning dangerous animals in the county shall have adequate locks upon the cages housing said animals. The county animal control officers shall have the authority to inspect the locks on each cage housing dangerous animals.

(d) Animal Control Officers may enter the exterior area of private property for the purpose of inspecting the premises to determine if owners of animals complied with the provisions of this chapter.

(e) There shall be no trees or any other structures, which could in any way assist the animal in climbing or jumping, located within 15 feet of the cage side.

(f) Any USDA licensed exhibitor must have a mobile facility for any dangerous animal that is taken out of a stationary facility. Such animals shall not be allowed out of a caged area at any time. These animals must be led to and from their cage to the mobile facility through a totally enclosed caged corridor.

(g) The owner or owner's designee of any person, firm or corporation owning dangerous animals in the county on the effective date of the ordinance from which this article is derived must have permanent residential housing on the property where the said dangerous animals are located and must have an individual available on site on a 24-hour basis.

(h) Any violation of this article shall be punishable by a fine of up to \$1,000.00 in addition to stated fines and costs.

(Ord. No. 03-21-2007D, § 4, 3-21-2007)



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-9

AN ORDINANCE ESTABLISHING A SOCIAL MEDIA POLICY FOR CHESTER COUNTY

WHEREAS, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

WHEREAS, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

WHEREAS, Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange, streamline processes, and foster productivity improvements; and

WHEREAS, the County wishes to provide the use of Facebook or other public technology to involve only the sharing of information in an Information Sharing Only designation; and

WHEREAS, the County shall communicate on social media platforms in accordance with the Social Media Policy as described in Exhibit A of this ordinance.

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

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

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

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

First Reading: 2-21- 2023

Second Reading: 3-6- 2023

Public Hearing: 3-20- 2023

Third Reading: 3-20- 2023

Chester County, South Carolina



CHESTER COUNTY SOCIAL MEDIA POLICY

February 2023

General Overview

To address -the fast-changing landscape of the Internet and the way citizens communicate and obtain information online, Chester County may consider participating in social media to reach a broader audience. Chester County supports the use of social media to further the goals of the County and the missions of its departments where appropriate.

Chester County endorses the secure use of social media tools to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity improvements. However, their application must not compromise data confidentiality and integrity. This policy establishes guidelines for the use of social media.

Social media offers government new ways of informing the public, engaging residents and targeting constituents with enlightening messages at a low cost. Creating a public common commentary online is not without difficulties. Moving forward in a deliberate, thoughtful manner is the County's chosen approach. By implementing effective policies, we can avoid those difficulties.

The Chester County Employee Handbook specifically addresses the use of social media by County employees. The purpose of this policy is to address the County's use of social media to communicate with the public during its interactions with the citizens of the County.

General Policy

It is the policy of Chester County to provide the use of Facebook or other public technology to involve only the sharing of information with no posting of information by anyone other than the County, and is not to be considered a type of public forum, whether now or in the future. The County does provide a live public forum where citizens may attend, in person, any County Council meeting and sign up to be heard, and encourages anyone who wants to be heard by Chester County Council to attend these meeting.

The County's use of Facebook shall be to provide information only and not to be a public forum. All comments shall be turned off prior to the opening of all Council meetings and will remain off during the entire meeting.

The United States Constitution protects the freedom of speech of citizens from undue restrictions by the government. Because the County is a government actor, the ways in which they can limit speech are restricted by constitutional protections, including the First Amendment.

To the extent that social media sites or resources permit users other than the County to generate content, such as by posting comments, the County must be cautious when deciding whether to permit such user-generated content. The County must decide which designation for its use of the social media and follow certain requirements before utilizing the social media site. Chester County has determined that it is appropriate for it to use

the Information Sharing Only requirements of the use of social media.

Specific Policy

It is the intent of Chester County to only share information with its use of Facebook or other social media platforms. The purpose of the County's use of this site/service is to provide access to all meetings of the County Council. The use of this site/service will not be accessible for comments to be posted directly by other users of this site/service but instead is intended for dissemination of information to interested users or subscribers. Chester County does reserve the right to re-post questions, ecomments, comments or other information provided by users to the County, for example by the creation of a frequently asked questions (FAQ) list or any other method, but such use of information submitted is done at the sole discretion of the Count and constitutes the sharing of relevant information by the County rather than by any individual who submits information.

This policy is being adopted by ordinance by the Chester County Council and can be amended by a subsequent ordinance in accordance with Title 4 of the South Carolina Code of Ordinances.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR CHESTER COUNTY
ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT 2187, ACTING ON BEHALF OF ITSELF AND/OR ANY AFFILIATES OR OTHER PROJECT INVESTORS, TO PROVIDE FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN CHESTER COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROPERTY; AND (3) OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("Council") is authorized by the Code of Laws of South Carolina 1976, as amended ("Code") and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, "Park Act"), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits ("Special Source Credits") to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or 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, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to facilitate the grant of Special Source Credits to such investors;

WHEREAS, a company identified for the time being as Project 2187, acting for itself, one or more affiliates, and/or other project sponsors (collectively, "Company"), is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities at a site in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, "Project"), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof ("Project Site");

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$70,000,000 within the County;

WHEREAS, in accordance with and to the extent provided by Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a "Fee Payment");

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park ("Chester-York Park") by entering into the "Master Agreement Governing the York-Chester Industrial Park," dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, "Chester-York Park Agreement"), a copy of which is attached as Exhibit A to this Ordinance;

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to

maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location of the Project in the County, and in accordance with the Park Act, as set forth herein, has determined that the County shall provide Special Source Credits against each Fee Payment due with respect to the Project, all as set forth in greater detail herein and in a Special Source Revenue Credit Agreement by and between the County and the Company with respect to the Project (“Special Source Revenue Credit Agreement”), the substantially final form of which is presented to this meeting, and which is to be dated as of April 3, 2023, or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangements;

WHEREAS, it appears that the Special Source Revenue Credit Agreement 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; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Special Source Revenue Credit Agreement.

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

Section 1. The County intends to use its commercially reasonable efforts to include to Property, as described on Exhibit B to this Ordinance, in the boundaries of the Chester-York Park, if not already so included, and thereafter maintain within the boundaries of the Chester-York Park or a successor or replacement Park, the Project for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Credits set forth in the Special Source Revenue Credit Agreement.

Section 2. The form, provisions, terms, and conditions of the Special Source Revenue Credit Agreement, attached as Exhibit C to this Ordinance, and presented to this meeting and filed with the Clerk of County Council be and hereby are approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if such Special Source Revenue Credit Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, the County Administrator, and the Clerk of the County Council be, and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the County and as shall be approved by the County’s economic development counsel and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Special Source Revenue Credit Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and all other appropriate officials of the County are hereby each authorized, empowered, and directed to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, consummate the transactions authorized by this Ordinance, and do any and all things reasonably necessary and prudent to effect the execution and delivery of the Special Source Revenue Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Revenue Credit Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and

provisions hereunder.

Section 5. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment after the public hearing and third reading.

[SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

First Reading: March 6, 2023
Public Hearing: March 20, 2023
Second Reading: March 20, 2023
Third Reading: April 3, 2023

EXHIBIT A
MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK
(DECEMBER 31, 2012)
[SEE ATTACHED]

EXHIBIT B
PROPERTY DESCRIPTION

EXHIBIT C
SUBSTANTIALLY FINAL FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]

**MASTER AGREEMENT
GOVERNING THE
YORK-CHESTER INDUSTRIAL PARK**

BETWEEN

CHESTER COUNTY, SOUTH CAROLINA

AND

YORK COUNTY, SOUTH CAROLINA

DECEMBER 31, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE PILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

THIS MASTER AGREEMENT ("Agreement"), effective December 31, 2012 ("Effective Date"), between Chester County, South Carolina ("Chester"), a political subdivision of the State of South Carolina ("State"), and York County, South Carolina ("York"), a political subdivision of the State (York with Chester, collectively, "Counties," each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, "MCIP Law").

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, "MCIP") and executed and delivered one or more agreements governing each MCIP (each, "Phase Agreement");

WHEREAS, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

WHEREAS, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the "York-Chester Industrial Park" ("Park") and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

WHEREAS, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree;

ARTICLE I PARK BOUNDARIES

Section 1.01. *Park Boundaries.*

(a) The Park consists of all real and personal property ("Property") described on Exhibit A-1 and A-2. A County may increase the Park's boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County's Exhibit.

(b) The Counties may decrease the Park's boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40th calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. *Fee-in-Lieu of Taxes.* Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. *Negotiated Fee-in-Lieu of Taxes.* The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

Section 3.02. *FILOT Revenue Sharing.*

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

Section 3.03. *FILOT Revenue Distribution in Each County.*

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

- (A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.
- (B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:
 - (I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;
 - (II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;
 - (III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and
 - (IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.
- (C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. *Jobs Tax Credit Enhancement.* The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. *Records.* Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after executed by the Counties.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Calide Roadley
County Council Chair/Supervisor

(SEAL)
ATTEST:

Cawley S. Clayton
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
County Council Chair/Supervisor

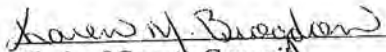
(SEAL)
ATTEST:

Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: 
Chairman of County Council

(SEAL)
ATTEST:


Clerk of County Council

**EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

204-01-02-021
204-01-02-055
097-00-00-065
097-00-00-080
098-00-00-172
098-00-00-129
098-00-00-104
098-00-00-173
098-00-00-002
201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

**EXHIBIT A-2
YORK COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON CO.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	

	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

CHESTER COUNTY, SOUTH CAROLINA

and

PROJECT 2187

Dated as of April 3, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of April 3, 2023 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, "Agreement"), is by and between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and a company identified for the time being as PROJECT 2187[], acting for itself, one or more affiliates, and/or other project sponsors (collectively, "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("Council") is authorized by the Code of Laws of South Carolina 1976, as amended ("Code") and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, "Park Act"), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide special source revenue credits to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project 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, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to facilitate the grant of such special source revenue credits to such investors;

WHEREAS, the Company is considering the establishment of certain facilities at one or more locations in the County to be operated primarily for solar electric power generation and related activities in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, "Project"), including, but not limited to, land more fully described on Exhibit A attached hereto and made a part hereof ("Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, a "Fee Payment");

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and York County, South Carolina have jointly developed a Park ("Chester-York Park") by entering into the "Master Agreement Governing the York-Chester Industrial Park," dated as of December 31, 2012 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, "Chester-York Park Agreement");

WHEREAS, the County has determined to provide for inclusion of the Project within the boundaries of the Chester-York Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Chester-York Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the special source revenue credits set forth in greater detail herein;

WHEREAS, the County, as further inducement for location by the Company of the Project in the County, and in accordance with the Park Act, has determined to provide special source revenue credits

against each Fee Payment due with respect to the Project for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the Council on April 3, 2023 (“County Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified in this **Article I**, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Administration Expenses*” means the expenses the County charges arising out of and relating to in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the Fee Payments or other incentives provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any Co-Investor, as the case may be, or which now or hereafter is owned in whole or in part by the Company or any Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any Co-Investor, as the case may be, as well as any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any Co-Investor, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“*Chester Park*” shall mean initially the Chester-York Park established pursuant to the terms of the Chester-York Park Agreement, and thereafter any Park which hereafter includes the Project, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Chester-York Park Agreement.

“*Chester-York Park*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Chester-York Park Agreement*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Co-Investor*” shall mean the Company and any Affiliate of the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in,

or providing funds for, the Project. As of the date of the original execution and delivery of this Agreement, [] is the sole Co-Investor.

“*Company*” shall mean [], a [] [], and its successors and assigns.

“*Costs of Special Source Improvements*” means all the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (d) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

“*County*” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Ordinance*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Fee Payment*” shall have the meaning ascribed thereto in the recitals of this Agreement.

“*Investment Period*” shall mean the period commencing with the first day that Project property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year corresponding to the initial tax year for which a Fee Payment is due with respect to the Project. In the event the initial tax year for which a Fee Payment is due with respect to the Project is the Property Tax Year ending on December 31, 2027, the Investment Period will end on December 31, 2032.

“*Minimum Investment Requirement*” shall mean investment in the Project by the Company and any Co-Investors, in the aggregate, of at least \$70,000,000 (without regard to depreciation or other diminution in value) by the end of the Investment Period.

“*Net Fee Payment*” shall mean a total annual Fee Payment of \$313,875 for each tax year during the term of this Agreement for which a Fee Payment is due hereunder; provided, however, the Fee Payment for the Project shall be increased for any tax year by the proportion by which the total nameplate generation capacity of the Project as of the end of the Property Tax Year (corresponding to such tax year) exceeded 69.75 megawatts of AC power. For example, and by way of example only, if the total nameplate generation capacity of the Project as of the Property Tax Year ending **December 31, 2028**, is 72 megawatts of AC power (or 103.2% of 69.75 megawatts), then the \$313,875 annual Net Fee Payment otherwise due for tax year 2029, due and payable to the County on or before January 15, 2030, would be \$324,000 (i.e., 103.2% of \$313,875). The Company shall provide the County Administrator, the County Auditor, and the County Treasurer with report(s) (including third party reports, if applicable) each year by the March 31 immediately following each Property Tax Year corresponding to a tax year for which a Fee Payment is due hereunder providing reasonably conclusive evidence of the total nameplate generation capacity of the Project as of the end of such Property Tax Year.

"Park" shall have the meaning ascribed thereto in the recitals of this Agreement.

"Park Act" shall have the meaning ascribed thereto in the recitals of this Agreement.

"Park Agreement" shall initially mean the Chester-York Park Agreement, as approved by the County by ordinance, as amended, modified, or supplemented through the date hereof, and as may be amended or supplemented from time to time and thereafter any replacement or successor Park Agreement thereof.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

"Project" shall have the meaning ascribed thereto in the recitals of this Agreement and shall be further defined to include (i) the Project Site; (ii) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor; and (iii) all machinery, equipment, furnishings and other personal property now or hereafter located on the Project Site and heretofore or hereafter acquired by the Company or any Co-Investor for use on or about the Project Site; provided, however, the term Project shall be deemed to include such real and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service in the County within the Investment Period.

"Project Site" shall initially have the meaning ascribed thereto in the recitals of this Agreement and shall mean the site or sites upon which Project property is or will be located.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"Special Source Improvements" means, to the extent paid for by the Company or any Co-Investors, whether prior to or after the date of this Agreement, any infrastructure serving the economic development of the County, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and, upon the written election of the Company to the County, any personal property, including, but not limited to, machinery and equipment used in the operation of a manufacturing or commercial enterprise, all in order to enhance the economic development of the County, including, but not limited to, the Project, all to the extent permitted by the Park Act.

"Special Source Revenue Credits" shall mean the special source revenue credits granted by the County described in **Section 3.01** hereof.

"State" shall mean the State of South Carolina.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations by the County. The County makes the following representations:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina. By proper action of the Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County is authorized and empowered by the provisions of the Park Act to enter into, execute, deliver, and carry out its obligations under, this Agreement.

(c) The County has duly approved this Agreement, including, without limitation, the Special Source Revenue Credits, by enactment of the County Ordinance in accordance with the procedural requirements of the Park Act and any other applicable state and local law.

(d) The County enters into this Agreement for the purpose of promoting the economic development of the County.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best of the County's knowledge, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

SECTION 2.02. Representations by the Company. The Company makes the following representations:

(a) The Company is a [] duly organized, validly existing, and in good standing, under the laws of [], authorized to transact business in the State of South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the Company official or officials signing this Agreement to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(c) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the location of the Project in the County.

SECTION 2.03. Covenants by the County. The County has included or will use its commercially reasonable efforts to include and thereafter maintain the Project within the boundaries of the Chester Park for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Special Source Revenue Credits set forth in this Agreement.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Special Source Revenue Credits.

(a) To defray or reimburse the Costs of Special Source Improvements, the Company shall be entitled to receive, and the County shall provide, subject to the provisions of **Section 3.01(g)-(h)** hereof, and after application of any and all other credits, exemptions, or reductions against *ad valorem* taxes or against Fee Payments due pursuant to the Park Act allowed by law, including, but not limited to, any applicable five-year exemption from *ad valorem* taxes, or from Fee Payments pursuant to the Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State and Section 12-37-220(A)(7) of the Code, special source revenue credits against each Fee Payment due with respect to the Project from the Company for a period of forty (40) consecutive tax years, commencing with the initial tax year for which a Fee Payment is due with respect to the Project, in an amount sufficient to reduce each such Fee Payment due for each such tax year such that the aggregate net Fee Payment due from the Company, after such reduction, is equal to the Net Fee Payment.

(b) To claim the Special Source Revenue Credit for each tax year of the benefit period set forth in **Section 3.01(a)** hereof, the Company, shall, no less than 45 days prior to the date after which *ad valorem* taxes or a Fee Payment, as applicable, become delinquent with respect to such tax year, file with the County Administrator, the County Auditor, and the County Treasurer, an Annual Special Source Revenue Credit Certification, the form of which is attached as **Exhibit B**, showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit due for such tax year. The County is entitled to confirm the information (including the calculation) on the Annual Special Source Revenue Credit Certification prior to amending and transmitting the applicable tax bill(s). If the information contained on the Annual Special Source Revenue Credit Certification is correct, then the County shall (i) reduce the applicable tax or Fee Payment bill(s), as applicable, to the applicable Net Fee Payment then due and owing and provide updated tax or Fee Payment bill(s), as applicable, to the Company, or (ii) if such tax or Fee Payment bill(s), as applicable, have been paid without application of the Special Source Revenue Credit, refund the amount of the Special Source Revenue Credit within 30 days after receiving the Company's Annual Special Source Revenue Credit Certification. The Company shall not be entitled to receive the Special Source Revenue Credit for an applicable tax year if it does not file the Annual Special Source Revenue Credit Certification as provided in this subsection, but shall be entitled to receive the Special Source Revenue Credit for future tax years if the Annual Special Credit Certification is timely provided in accordance with this subsection. In no event is the County required to provide any credit or remit any payment to the Company while any of the Company's taxes or Fee Payments, as applicable, have been invoiced by the County but remain outstanding, excluding any taxes or Fee Payments that may have been protested by the Company, until such outstanding amounts have been paid.

The parties acknowledge the County's right to receive Fee Payments hereunder and that the County is entitled to and shall have a statutory lien and any and all other levy, collection, and enforcement rights with respect provided under State law, including, for example, Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

(c) If Section 3.01(a) hereof, or the granting of the Special Source Revenue Credits under this Agreement, is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement.

(d) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS MADE WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND

SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County other than against the Fee Payments made by the Company with respect to the Project or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments made with respect to the Project.

(f) In accordance with the Park Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

(g) If, for any reason, the Fee Payment to be made by the Company with respect to any tax year is less than the Net Fee Payment, thus resulting in a Special Source Revenue Credit that is a negative number, and if a court of competent jurisdiction holds or determines that a negative Special Source Revenue Credit is not permitted under the Park Act, then the Company shall not be entitled to receive the Special Source Revenue Credit with respect to such tax year and any negative amount is carried forward to a future year and aggregated with any other future negative amounts until such amounts are able to be offset against a positive Fee Payment as a means of recapturing the previously over-credited or overpaid amount.

(h) If at least 50% of the Minimum Investment Requirement is not satisfied by the end of the Investment Period, without extension, then the Company shall not be entitled to receive the Special Source Revenue Credit and shall repay all Special Source Revenue Credits received by the Company.

If the Company does not meet Minimum Investment Requirement by the end of the Investment Period, without extension, but satisfies at least 50% of the Minimum Investment Requirement during the Investment Period, without extension, then the Company (i) shall continue to be eligible for the Special Source Revenue Credits described in **Section 3.01** hereof; provided, however, that the Company shall repay a *pro rata* share of the Special Source Revenue Credits theretofore received by the Company, and the amount of Special Source Revenue Credits to which the Company would otherwise be entitled prospectively under **Section 3.01(a)** hereof for each remaining tax years of the period set forth therein are prospectively reduced *pro rata*, all based on the highest level of aggregate investment (without regard to depreciation or diminution in value) made in the Project within the Investment Period, without extension, as compared to the Minimum Investment Requirement. Any payment made under this Section, shall be due no more than 15 days after the date after which *ad valorem* taxes or the Fee Payment, as applicable, due with respect to the tax year corresponding the year in which the Investment Period, without extension, expires become delinquent and shall be treated as a Fee Payment under this Agreement.

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that each of the Company and any Co-Investor may from time to time and, to the extent permitted by applicable law, (a) sell, transfer, lease, convey, or grant the right to occupy and use its respective portion of the Project, in whole or in part, or assign its interests in this Agreement, in whole or

in part, to one or more Persons or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to all or any part of the Project, including without limitation any sale-leaseback, equipment lease, or build-to-suit lease regardless of the identity of the income tax owner of such portion of the Project, without the consent of the County; provided, however, that any transfer or assignment by the Company or any Co-Investor of all or any of its interest in this Agreement to any Person other than an Affiliate or a financing or other entity pursuant to any lending, financing, leasing or other arrangement referenced above shall require, at the Company's sole expense and with such documentation and protections as the County may reasonably require, the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed; and provided, further, that the Company or any Co-Investor shall execute and deliver an agreement to be bound by the terms of this Agreement, as evidenced by such Co-Investor entering into a Joinder Agreement in a form substantially similar to that attached to this Agreement, as Exhibit C, and give written notice to the County of any such transfer or assignment. Subject to the foregoing provisions of this Section 4.01, no such sale, lease, conveyance, grant, transfer, or assignment shall relieve the County from the County's obligation to provide the Special Source Revenue Credits to the Company, or any transferee or assignee of the same, under this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party hereto shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of sixty (60) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration; provided, further, however, the punctual payment of any Fee Payment hereunder shall be subject to a thirty (30) day notice period.

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default by a party hereto, then and in every such case each other party in its respective discretion may:

(1) terminate this Agreement;

(2) take whatever other action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the non-defaulting party's rights hereunder, including suits for mandamus, and specific performance, including further, it being the express intent of the parties that the County, without limitation, shall have all remedies available by law to collect any Fee Payment due as if the Fee Payment were an *ad valorem* tax payment due and owing.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right

or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Indemnification Covenant.

(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 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 Company shall reimburse the County for all of its costs, including reasonable 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 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 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 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.

SECTION 6.02. Termination. This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in Section 3.01 hereof have been provided to, and received by, the Company. Additionally, the County and the Company may with respect to all or any portion of the Project jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all or any portion of the Project.

Notwithstanding the foregoing, this Agreement shall automatically terminate on January 1, 2028, in the event property comprising all or a portion of the Project is not placed in service on or before December 31, 2027.

As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against any Fee Payment(s) 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 Fee 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.

SECTION 6.03. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with, and to the extent permitted by, its terms, upon and inure to the benefit of the Company, the County, and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.04. Provisions of Agreement for Sole Benefit of the Company and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of the Company and the County.

SECTION 6.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived herefrom.

SECTION 6.06. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of its respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.07. Notices. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via electronic mail or facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party:

(a) As to the County:

Chester County, South Carolina
Attn.: County Administrator
Post Office Box 580

Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

Chester County Attorney
105 Main Street
Chester, South Carolina 29706

with a copy to (which shall not constitute notice for purposes of this Agreement):

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

(b) As to the Company:

Project 2187
Attn:[]
[]
[]

with a copy to (which shall not constitute notice for purposes of this Agreement) to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: (803) 540-2188
Fax: (803) 727-1469
Email: tushar@nexsenpruet.com

The County and the Company may, by notice given under this Section 6.07, each designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09 Agreement to Sign Other Documents and to Take Further Action. At the Company's sole expense and with such documentation and protections as the County may reasonably require, the County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the Fee Payments made with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political

subdivision of the State.

SECTION 6.10. Administration Expenses. The Company shall reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expense as set forth in the written request no later than 30 days following receipt of the written request from the County. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 6.11. Construction of Agreement. The parties hereto agree that each party hereto 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 does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.12. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 6.13. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or similar means whereby each original signature has been reproduced (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to original signatures for all purposes.

SECTION 6.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.15. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.16. Further Proceedings. It is intended by the parties hereto that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Chester County, South Carolina has caused this Agreement to be executed by its respective appropriate officials and its respective corporate seal to be hereunto affixed and attested and the Company has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

PROJECT 2187

By: _____

Name: _____

Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATION

I _____, the _____ of [] (“Company”), do hereby certify in connection and in compliance with Section [] of the [], effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); the Company; and [] (“Co-Investor,” with Investor, collectively, “Company”) (“Agreement”), as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company during the Investment Period is not less than \$_____.

(2) The Special Source Revenue Credit for the _____ tax year is calculated as follows:

	Investor	Co-Investor
Fee Invoice	\$[•]	\$[•]
Special Source Revenue Credit Percentage	[•]%	[•]%
Special Source Revenue Credit	\$[•]	\$[•]
Net Fee Payment Due		

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to (i) that certain [] Agreement effective April 3, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); []; and [] (collectively, “Company”).

1. Joinder to 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 Agreement; (b) acknowledges and agrees that (i) in accordance the Agreement, the undersigned has been designated as a Co-Investor by the Company for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Co-Investor under the Agreement; and (iii) the undersigned shall have all of the rights and obligations of a Co-Investor as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the 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 6.07 of the 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 Agreement effective as of the date set forth above.

[],
a [] [corporation]

Signature: _____

Name: _____

Title: _____

[],
a [] [corporation]

Signature: _____

Name: _____

Title: _____

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

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHESTER)

RESOLUTION NO. 2023-7

A RESOLUTION TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO SELL CERTAIN EQUIPMENT AND VEHICLES OF THE COUNTY IDENTIFIED HEREIN UPON SUCH TERMS AND CONDITIONS AS DESCRIBED

WHEREAS, S.C. Code §4-9-30(2) authorizes the Chester County Council to *sell or otherwise dispose of real and personal property*, and

WHEREAS, S.C. Code §4-9-130(6) requires an ordinance and a public hearing only for the sale of real property, and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to sell or trade these vehicles and equipment in exchange for newer models.

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

Chester County Council does hereby authorize the sale or trade of the following vehicles:

Vehicle #	Description	V.I.N./Serial #	Mileage
121	2017 Chevrolet Tahoe	1GNSKFEC1HR312464	188548
159	2009 Chevrolet Tahoe	1GNEC03019R273005	168289
NA	2002 JCB Backhoe 215 Series E	SLP215TC200901565	NA
NA	2000 Kubota TL421 Loader	10285/50369/10348	

Chester County Council does hereby authorize the sale of the equipment and vehicles as shown on Exhibit A and incorporated herein.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham, Chair
Chester County Council

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina

Resolution No. 2023-9

STATE OF SOUTH CAROLINA)
)
CHESTER COUNTY)

**A RESOLUTION OF
CHESTER COUNTY, SOUTH CAROLINA**

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK (“PARK”) TO INCREASE THE PARK’S BOUNDARIES TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN CHESTER COUNTY; AND OTHER RELATED MATTERS (PROJECT PHOENIX22).

WHEREAS, Chester County, South Carolina (“Chester County”) and York County, South Carolina (“York County,” collectively, “Counties,” each, a “County”) are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties jointly developed the York-Chester Industrial Park (“Park”) and entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County and York County dated December 31, 2012, which is attached as Exhibit A (“Park Agreement”), which governs the operation of the Park;

WHEREAS, pursuant to Section 1.01 of the Park Agreement, a County may unilaterally increase the boundaries of the Park by (a) adopting a resolution approving the increase in the Park’s boundaries and (b) delivering the approving resolution and description of the additional property to be included in that County’s Exhibit; and

WHEREAS, pursuant to Section 1.01 of the Park Agreement, Chester County desires to enlarge the boundaries of the Park to include certain properties in Chester County, as described on the attached Exhibit B (“Property”).

NOW, THEREFORE, BE IT RESOLVED BY CHESTER COUNTY THAT THE PARK AGREEMENT IS AMENDED AS OF FEBRUARY 21, 2023, TO INCLUDE THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT B TO THIS RESOLUTION.

RESOLVED, FURTHER, the Chester County Administrator or his designee is directed, as contemplated the Park Agreement, to deliver a copy of this Resolution to the appropriate York County representatives.

RESOLVED, FURTHER, all orders, resolutions, and parts thereof in conflict with this Resolution, are to the extent of that conflict, repealed.

This Resolution takes effect and remains in full force upon adoption by the Chester County Council.

Adopted: March 6, 2023

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Joe Branham
Chairman, County Council

[SEAL]

Attest:

Karen Lee
Clerk to County Council

EXHIBIT A
MASTER AGREEMENT GOVERNING THE YORK-CHESTER INDUSTRIAL PARK
BETWEEN CHESTER COUNTY AND YORK COUNTY DATED DECEMBER 31, 2012

**MASTER AGREEMENT
GOVERNING THE
YORK-CHESTER INDUSTRIAL PARK**

BETWEEN

CHESTER COUNTY, SOUTH CAROLINA

AND

YORK COUNTY, SOUTH CAROLINA

DECEMBER 31, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT. WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE THE PILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

THIS MASTER AGREEMENT ("Agreement"), effective December 31, 2012 ("Effective Date"), between Chester County, South Carolina ("Chester"), a political subdivision of the State of South Carolina ("State"), and York County, South Carolina ("York"), a political subdivision of the State (York with Chester, collectively, "Counties," each, a "County"), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, "MCIP Law").

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens, the Counties previously created one or more multi-county industrial parks (each, "MCIP") and executed and delivered one or more agreements governing each MCIP (each, "Phase Agreement");

WHEREAS, since execution and delivery of each Phase Agreement, each County has placed real and personal property in each MCIP;

WHEREAS, because of the passage of time, the inclusion of numerous parcels in each MCIP, and changes in South Carolina law, the Counties desire to create the "York-Chester Industrial Park" ("Park") and combine each existing Phase Agreement and the boundaries of each MCIP, a copy of the description of each parcel is contained, for property located in Chester, on *Exhibit A-1* and, for property located in York, on *Exhibit A-2* into the Park;

WHEREAS, by Chester Ordinance No. 12-03-12A and York Ordinance No. 3412 the Counties ratified each Phase Agreement and each MCIP and authorized the execution of this Agreement to (i) merge each Phase Agreement into the Agreement, (ii) combine the boundaries of each MCIP into the Park, and (iii) govern the future inclusion of real and personal property in and expansion of the boundaries of the Park;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) ("*Horry County Case*"), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial/business park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(a) The Park consists of all real and personal property ("Property") described on Exhibit A-1 and A-2. A County may increase the Park's boundaries, from time to time, unilaterally, by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County's Exhibit.

(b) The Counties may decrease the Park's boundaries, from time to time, by each County adopting a

resolution or ordinance, approving the decrease in the Park's boundaries. Prior to a decrease in the Park's boundaries, the County in which the parcel to be removed is located shall hold a public hearing. That County shall publish notice of the public hearing in a newspaper of general circulation in that County at least once, not less than 15 days prior to the public hearing. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit A-x, without a description of the removed parcel.

(c) Notwithstanding any part of this Agreement to the contrary, neither County shall diminish the Park's boundaries, without consent from the owner (or lessee) of a parcel of Property, until the end of the 40th calendar year following the end of the calendar year in which that owner's (or lessee's) parcel of Property was included in the Park.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. Constitutional Exemption from Taxation. Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. Fee-in-Lieu of Taxes. Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. Negotiated Fee-in-Lieu of Taxes. The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with either County (collectively Sections 2.02 and 2.03, are "FILOT Revenue").

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. Expense Sharing. The Counties shall share all expenses related to the Park. If the parcel of Property is located in Chester, then Chester shall bear 100% of the expenses. If the parcel of Property is located in York, then York shall bear 100% of the expenses.

Section 3.02. FILOT Revenue Sharing.

(a) The Counties shall distribute revenue generated in the Park from a source other than FILOT Revenue directly to the County in which the revenue is generated, to be expended in any manner as that County deems appropriate.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Chester: Chester, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to York.

(ii) For Property located in York: York, after (i) reimbursing itself for expenditures made to attract any entity to locate in the Park and (ii) making any reductions required by law or other agreement, retain 99% of the FILOT Revenue and transmit 1.0% of the FILOT Revenue to Chester.

Section 3.03. FILOT Revenue Distribution in Each County.

(a) According to *Horry County Case*, each County is required to set forth the distribution method of FILOT Revenue in that County, after distribution of FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Chester:

- (A) and included in an MCIP prior to the effective date of this Agreement, but excluding the items in (B), the FILOT Revenue shall be distributed to Chester and the political subdivisions in Chester that would levy tax millage on the Property if the Property were not located in the Park on a *pro rata* basis according to the tax millage Chester and the political subdivisions in Chester would otherwise levy on the Property if the Property were not located in the Park. The portion of FILOT Revenue distributed to the school district pursuant to this subsection shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.
- (B) and subject to the agreements listed in (I) through (IV) below, Chester elects to retain 100% of the FILOT Revenue:
 - (I) Fee Agreement dated as of October 5, 2009 with Southeastern Petroleum, LLC;
 - (II) Fee-In-Lieu of *Ad Valorem* Taxes Agreement effective February 20, 2012 with Jones-Hamilton Co.;
 - (III) Infrastructure Credit Agreement dated as of April 2, 2012, with Rolled Alloys, Inc. and Crenshaw Leasing, LLC; and
 - (IV) Fee Agreement dated September 4, 2012 with Boral Stone Products, LLC.
- (C) and included in the Park on or after the effective date of this Agreement, Chester, unless an alternative distribution of FILOT Revenue is set forth in the ordinance or resolution of Chester including the Property in the Park, elects to retain 70% of the FILOT Revenue and distribute the remaining 30% of the FILOT Revenue to the school district. The portion of the FILOT Revenue distributed to the school district shall be divided on a *pro rata* basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage that the school district would levy on the Property if the Property were not located in the Park.

(ii) For Property located in York: FILOT Revenues shall be distributed to York and the political subdivisions in York in accordance with the applicable governing ordinance of York in effect from time to time.

(iii) Each County elects to retain 100% of the 1.0% of the FILOT Revenue received from the other County.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution method.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01. *Jobs Tax Credit Enhancement.* The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. *Assessed Valuation.* For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. *Records.* Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. *Applicable Law.* To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. *Law Enforcement.* The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County.

Section 4.06. *Binding Effect of Agreement.* This Agreement is binding after executed by the Counties.

Section 4.07. *Severability.* If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. *Complete Agreement: Amendment.* This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. *Counterpart Execution.* The Counties may execute this Agreement in multiple counterparts.

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, neither County shall terminate this Agreement, without consent from the owner (or lessee) of any Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

By: R. Phillip Roeder
County Council Chair/Supervisor

(SEAL)
ATTEST:

Cowley S. Clayton
Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

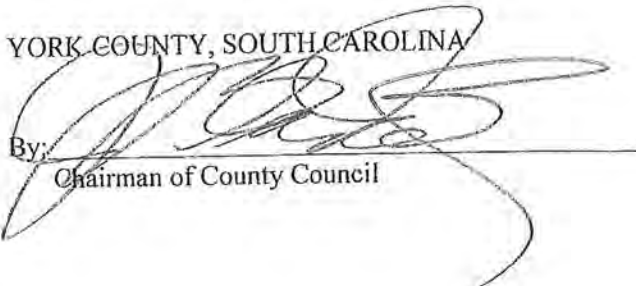
CHESTER COUNTY, SOUTH CAROLINA

By: _____
County Council Chair/Supervisor

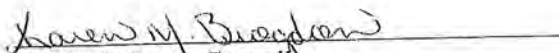
(SEAL)
ATTEST:

Clerk to County Council

YORK COUNTY, SOUTH CAROLINA

By: 
Chairman of County Council

(SEAL)
ATTEST:


Clerk of County Council

**EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
AMERICAN CARBON	098-00-00-166-000	
BORAL STONE PRODUCTS, LLC	098-00-00-159-00	Former Owens Corning Fee; Record owner is Lexington Chester Industries
JONES-HAMILTON CO.	146-00-00-043-000; 146-00-00-001-000	
L&C RAILROAD		see list below
LEXINGTON-OWENS	098-00-00-159-000	Record Owner is Lexington Chester Industries
OUTOKUMPU	115-00-00-130-000	Formerly Avesta; Record Owner is Harold P. Tuttle, Jr.
POLY EASTERN INC.	97-80; 98-105; 98-130	Record Owner is Mars
PPG	098-00-00-076-000	Includes two fee arrangements
ROLLED ALLOYS	115-00-00-218-000	Record Owner is Crenco Food Stores, Inc.
SOUTHEASTERN PETROLEUM	098-00-00-171-000	Record Owner is Green Phoenix Energy LLC
TDY INDUSTRIES	136-00-00-053-000	Record Owner is Chester County

L&C Railroad

All or some portion of Tax Map Nos.:

- 204-01-02-021
- 204-01-02-055
- 097-00-00-065
- 097-00-00-080
- 098-00-00-172
- 098-00-00-129
- 098-00-00-104
- 098-00-00-173
- 098-00-00-002
- 201-05-15-001

lying in the unincorporated areas of Chester County, South Carolina (full property descriptions to be appended and table to be updated after third reading).

**EXHIBIT A-2
YORK COUNTY PROPERTY DESCRIPTION**

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

COMPANY NAME	TAX MAP NO.	NOTES
ABI FISHER RD. LLC	020-09-01-034	
ACTION STAINLESS & ALLOWS INC	589-01-01-199	
AGNES SLACK LP OF GEORGIA % RON SLACK	674-00-00-007	
ANTRIM GROUP, LLC	669-04-01-035; 669-04-01-044	
ARA INVESTMENTS LLC	020-20-01-001	
ATS CAROLINA INC.	700-01-01-018	
BAILEY PATRICK PROPERTY LLC	722-00-00-021	
BANK OF NORTH CAROLINA	490-00-00-001; 490-00-00-011	
BEACON #27, LLC	653-00-00-016; 655-00-00-043; 655-00-00-396	
BI-LO, LLC	595-08-01-001	
BLACKWELL, WILLIAM D. & LYNN B.	617-00-00-084; 617-00-00-086	
BFP SOUTH CAROLINA LLC STEPHEN BOLLIER	628-04-01-006	
BOSHAMER ULF	010-07-01-003	
BRF LLC	674-00-00-002; 674-00-00-003	
CAROLINA FOODS INC.	670-00-00-080; 670-00-00-112	
CARTER, DEMPSEY WEBB JR.	368-00-00-015	Subject to final approval by County Auditor
CATAWBA CARE COALITION INC.	628-04-01-013	
C C DICKSON CO.	628-04-01-008; 628-04-01-011; 628-04-01-012	
CFREP KINGSLEY #1 LLC	020-09-01-006	
CITY OF ROCK HILL	532-01-01-003; 628-04-01-001; 628-09-05-005; 630-10-02-001; 630-10-02-002; 630-10-02-003; 630-10-02-004; 630-10-02-005; 630-10-02-006; 630-10-02-007; 630-10-02-008; 630-10-02-009;	

	630-10-02-010; 630-10-02-011; 630-10-02-012; 630-10-02-013; 630-10-02-014; 630-10-02-015; 630-10-02-016; 630-10-02-017; 630-10-02-018; 630-10-02-019; 630-10-03-009; 630-10-04-001; 630-10-04-002; 630-10-04-003; 630-10-04-004; 630-10-04-007; 630-10-04-008; 667-01-01-006	
CLARENCE H & S ALBRIGHT F L P % NED ALBRIGHT	620-00-00-005	
CLEAR SPRINGS – BRADLEY PARK LLC	020-13-01-063; 020-13-01-066	
C M STEEL INC	490-00-00-042	
COX, JANATHA CECIL ET AL TRUSTEE	669-04-01-064	
CRANE, JAMES A. JR.	070-15-01-023	
CRESCENT RESOURCES INC.	488-00-00-003; 490-00-00-014; 658-00-00-002; 721-00-00-052; 721-00-00-053; 721-00-00-054; 722-00-00-007; 722-00-00-008; 723-00-00-056; 723-00-00-053; 723-00-00-052;	
DLKB, LLC	368-00-00-016	
EASTGROUP PROPERTIES LP	700-01-01-038	
EBARA INTERNATIONAL CORP	700-01-01-024	
FCD-1997 GP INC. & TCP SOUTHEAST #45 INC.	020-20-01-003	
FORT MILL ASSOCIATES LLC %LOT PURSER & ASSOC INC.	655-00-00-037	
GOETTERT INC.	628-04-01-007	
GOLD HILL ENTERPRISES LLC	716-00-00-070	
GREENS OF RH LLC	662-07-01-095	
GROUP I REALTY INC.	700-01-01-017	
HACKETT LIMITED PARTNERSHIP	669-04-01-013; 669-04-01-014	

HARKEY, FRANK E, JR. & JOYCE D.	490-00-00-017	
HARKEY, RUSSELL D.	490-00-00-015	
HARTMANN USA INC.	628-04-01-002	
HELLA CORPORATE CENTER USA INC.	400-00-00-015	
HILL GRAY SEVEN LLC	655-00-00-041	
HYDRA PLATFORMS MFG. INC	669-04-01-063	
IRP LLC	720-00-00-002	
JOHNSON REALTY CO. % BENJAMIN A. JOHNSON, PRES.	620-00-00-012	
JOHNSTON FARMS LLC % R ALEX MILLER	670-00-00-122	
KANAWHA LAND COMPANY % R W NORMAN	665-00-00-001	
KINGSLEY #4 LLC	020-09-01-017	
KINGSLEY #5 LLC	020-09-01-019	
LAKEMONT INDUSTRIAL HOLDING CO.	723-00-00-067	
LAKESHORE INDUSTRIAL LTD PSHIP % STANTINE LAKESHORE PROP LLC	628-04-01-005	
LANDMARK PLAZA INC.	716-00-00-068	
LAZY HAWK PROPERTY OWNERS	617-00-00-026; 617-00-00-085	
LEGACY PROPERTY INVESTMENTS XI LTD	653-00-00-022	
LIC CHARLOTTE OFFICE BUILDING INC.	716-00-00-011	
THE LINK AT WATERFORD, LLC	700-01-01-003	
MCCOY, ELIZABETH W. & KATHERINE C. MCCOY	671-00-00-050; 696-00-00-001; 696-00-00-021	
MORRIS, EARL R. JR. & SANDRA FOSTER	599-00-00-016	Subject to final approval by County Auditor
MREIC SOUTH CAROLINA LLC	721-00-00-012	
MUZAK LLC	723-00-00-068	
NORMAN DEVELOPMENT COMPANY INC.	622-00-00-012; 020-23-01-007	
NORTHLAKE I LIMITED PARTNERSHIP %THE TUTTLE CO.	628-19-01-001	
NORTH SAFETY PRODUCTS INC.	010-05-12-088	
PFG CUSTOMIZED SOUTH CAROLINA LLC	670-00-00-081; 670-00-00-187	
PIEDMONT STATION LLC	593-05-04-004	
PHILLIPS, MELISSA PAULINE M.	490-00-00-002	Subject to final approval by County Auditor
PURSLEY, WILLIAM STEVENSON, JR. & JEAN CAROTHERS	696-00-00-014	
REFORMED THEOLOGICAL SEMINARY	589-01-01-021	
RETFORD INVESTMENTS LLC	662-07-01-090	
RIVERCROSSING PROPERTY OWNERS	020-20-01-004	

ASSOCIATION INC.		
ROCK HILL ECONOMIC DEVELOPMENT	700-01-01-012; 700-01-01-013	
ROCK HILL ECONOMIC DEV CORP	700-01-01-022; 700-01-01-030; 700-01-01-036	
ROCK HILL ECONOMIC DEV CORP % CITY OF ROCK HILL	628-04-01-010; 700-01-01-028; 700-01-01-029;	
ROCK HILL INDUSTRIAL PARK INC. % F S BARNES III	666-00-00-032	
ROCK HILL I REALTY, LLC	595-08-01-002	
ROCK HILL TELEPHONE CO.	628-09-05-006; 700-01-01-039	
ROSS DRESS FOR LESS INC.	669-04-01-062; 669-04-01-089; 721-00-00-050; 721-00-00-063; 721-00-00-069	
ROSS STORES INC.	721-00-00-069	
SIEBE PROPERTIES LLC	010-05-012-089; 010-05-12-090	
SILVER LINING INVESTMENTS LLC	628-04-01-009	
SOUTHCROSS LLC	662-07-01-069; 662-07-01-087	
SOUTHCROSS OWNERS, LLC	662-07-01-089; 662-07-01-091; 662-07-01-092	
SPRINGLAND INC	020-13-01-065; 020-21-01-292; 020-21-01-295; 020-21-01-294; 020-21-01-293	
STAR PLAZA LLC % ARLEEN VALDEZ	020-20-01-005	
SUN AND STAR ENTERPRISES LLC	655-00-00-040	
SUTTON, THOMAS D.	542-00-00-095	
SYNOVOUS BANK NBSC/DIV SYNOVOUS %MANAGER ASSETS DIVISION	716-00-00-002; 716-00-00-007; 716-00-00-008; 716-00-00-009; 716-00-00-013; 716-00-00-014; 716-00-00-045; 716-00-00-052; 716-00-00-055; 716-00-00-069;	
THE WILLIAMS & LESSLIE TRUSTS PARTNERSHIP	669-04-01-011; 671-00-00-049; 696-00-00-018;	

	696-00-00-027	
TKC CLII, LLC	722-00-00-001	
TKE, LLC	662-07-01-088	
TOM CAT TOO, LLC	617-00-00-001	
TRUSTEES OF EAST CLOVER CHURCH OF GOD	010-06-01-003	
TYCO ELECTRONICS CORPORATION	674-00-00-006	
ULTRA ADDITIVES LLC	010-09-01-006	
UNITED STATES POSTAL SERVICE LAW DEPARTMENT	010-06-01-005	
WALTON SOUTH CAROLINA LLC	599-04-03-002; 599-07-01-002	
WILLIAMS ANTRIM LLC % JANE W. SOUTHWELL	671-00-00-075; 696-00-00-020	
WILLIAMS, STEVEN B. & SHERRIE D.	490-00-00-031	
WORKSPACE RESOURCES LLC	628-04-01-018	
YFP TIMBER LLC	720-00-00-017	
YORK COUNTY	398-00-00-006; 398-00-00-019	
CURRENCE, BARBARA A.	655-00-00-025	Subject to final approval by County Auditor
YORK COUNTY NATURAL GAS AUTHORITY	368-00-00-019	
YORK ELECTRIC COOPERATIVE INC.	400-00-00-001; 400-00-00-002	

EXHIBIT B
EXHIBIT A-1
CHESTER COUNTY PROPERTY DESCRIPTION

COMPANY NAME	TAX MAP NO.	NOTES
IKO GLASS FIBER INC.	098-00-00-076-000	
IKO MAT TECH INC.	097-00-00-067-000	

Federal Building Renovations

Work Scope & Cost Opinion 2023

General- The building is located at 158 Main Street, Chester SC. The former Post Office / Federal Building has been in County Ownership at least 30 years. The building has a main floor and a basement level. The main level is approximately 3500 square feet, with a front entry from the street accessed by stairs and a back entry from parking accessed by stairs from an attached vestibule. A main hall connects the two centered entries. The renovations would be focused on the southwest half of the building. See the photograph attachments for more information on the existing conditions. The intent is to create facilities suitable for relocation of the Probate Court to the Building.

ADA Accessibility- The rear entrance could allow for the addition of a ramp and level platform at the back door. Maximum ramp slope is 1/12 and no more than 30' of rise without a landing is allowed. The current door is approximately 33" above grade.

Restrooms- The building has a single restroom in the Northwest (offices) side. This is not accessible but is in a room about 12' x 15'. This space should be reconfigured to provide two small restrooms, accessible from the center hallway.

Offices- The office are on the Northwest side are in reasonable condition and renovations would be limited to new carpeting and replacing any broken or stained ceiling tiles.

Court Room- The court room would occupy the street side of the main renovation area. It will require complete renovation and upfit. Install walls to accommodate a court room and waiting area with access door from main hallway. There is existing furniture and equipment that can be relocated to the space.

Waiting Area- The public Waiting Area would occupy the parking lot side of the main renovation area. It will also require complete renovation and upfit. There is existing furniture that can be relocated to the space.

Security- Based on review at the site, some existing security cameras could be relocated to the site. This would require added cabling. An existing vendor would be used for this work. No added access control to the building is included in the scope of work.

Electrical- The existing electrical service panel in the main hall and a new 60-amp panel in the proposed waiting area are assumed to be sufficient for the proposed renovations.

Lighting- All new lighting would be needed in the main renovation area. The existing lighting in the main hallway and existing offices would remain.

Ceiling Tile- The main renovation area needs repair to the original ceiling to separate the conditioned space from the attic. Current building codes do not allow for the use of batt insulation on the back side of a lay-in ceiling. Insulation would be installed at the attic level. Broken or stained ceiling tiles in the hall or offices should be replaced.

HVAC- Based on discussion at the site, the existing equipment and ductwork is serviceable. New diffusers would be required in the main renovation area. No other mechanical work is included in the scope.

Flooring- The terrazzo floor in the main hall can remain. The VCT in the back vestibule would be replaced with LVT, and the same material would be used on the floor of the new restrooms. Waiting areas and the courtroom would have carpeted floors.

Other Notes- The project description and notes are based on a site visit with Robert Hall, Public Works Director on February 28, 2023. There are no record drawings for the building, or any firm design for the renovations described. Costs are based on areas and assumptions indicated in this scope . A few other cautions / reservations:

- It is not known if the building has been tested for the presence of asbestos containing materials (ACM's) or other hazardous materials. SC Building Code requires such testing, and removal if needed, prior to renovations.
- The building may be considered an historic structure, which may provide some alternate compliance provisions under the building code. One example is that the number of accessible entries is required to be the same as the number of required exits. Modifications to the historic front entry would be difficult,
- Use as a courtroom could be considered a change in occupancy, which can trigger added code requirements. The courtroom, if over 750 sf in area, would be considered an A-3 occupancy. Per SCBC 902.2.1.3, there are three conditions that may require a fire sprinkler system. This use would be far less than 12,000 SF of fire area, and 300 occupants, but it is located above the level of exit discharge (street / public way level).
- It is believed that the exterior walls and roof are able to resist water intrusion currently. The estimate still includes recaulking the exterior openings. No exterior painting or repairs are included.

- It is assumed that the current electrical panels are still code compliant and do not require replacement or major repair.
- With no design and significant unknowns of a renovation project, the project budget should include a significant contingency to deal with the added work scope and issues that are not readily determinable at this time.

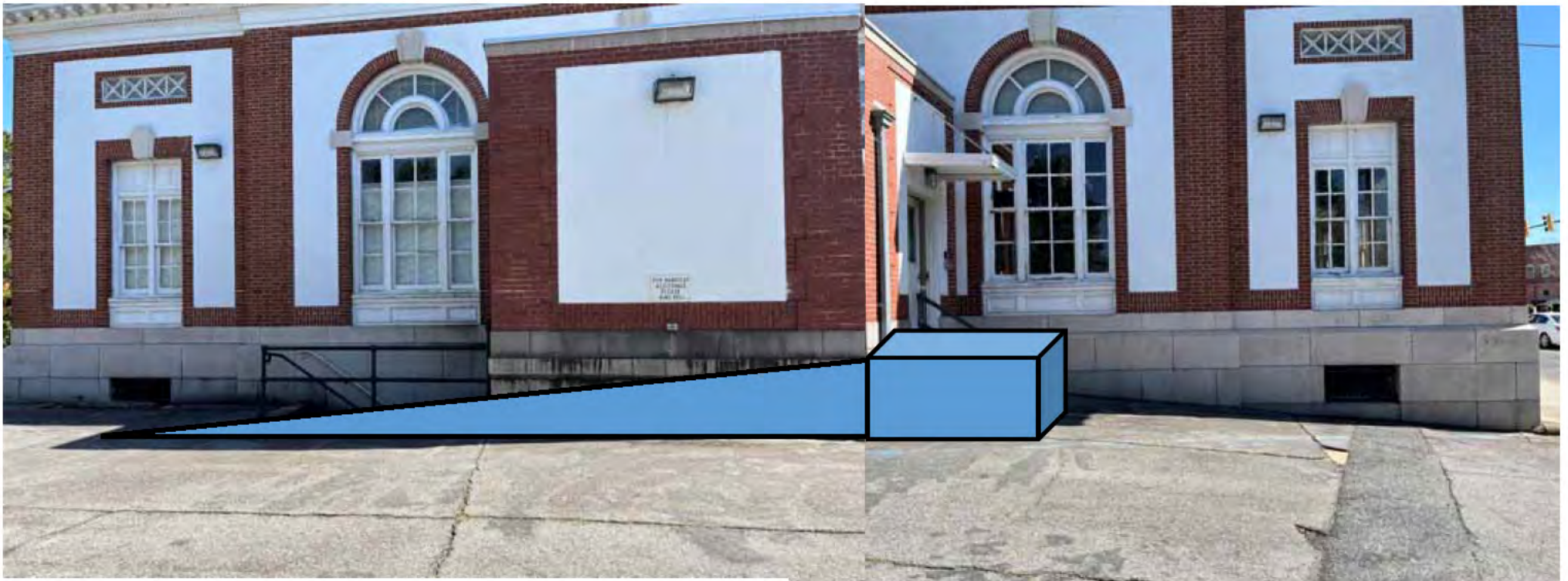


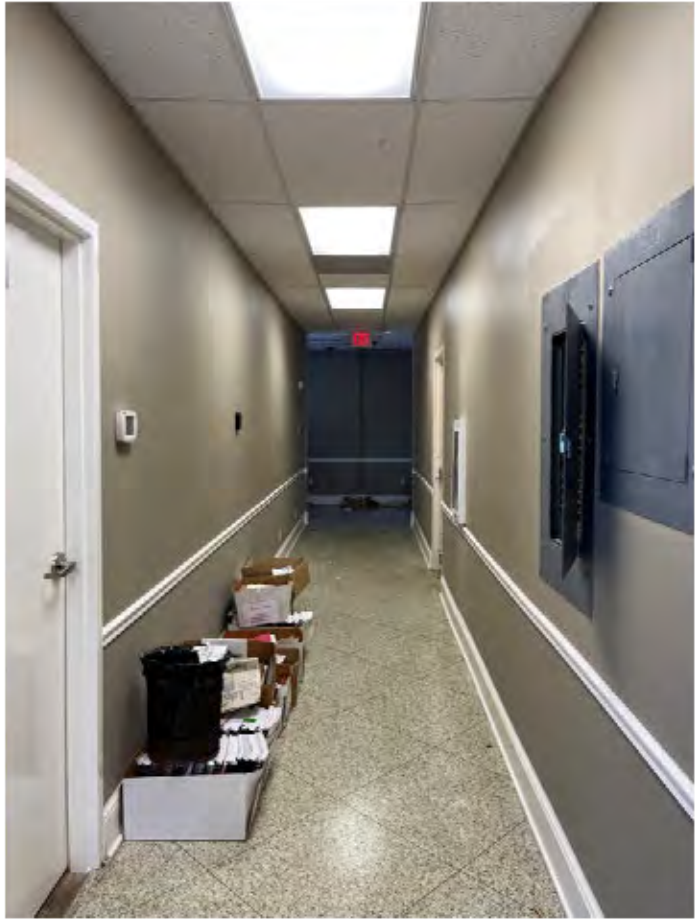
**RENOVATION SCOPE & COSTS— PROBATE COURT
OLD POST OFFICE / FEDERAL BUILDING
158 MAIN STREET, CHESTER SC**



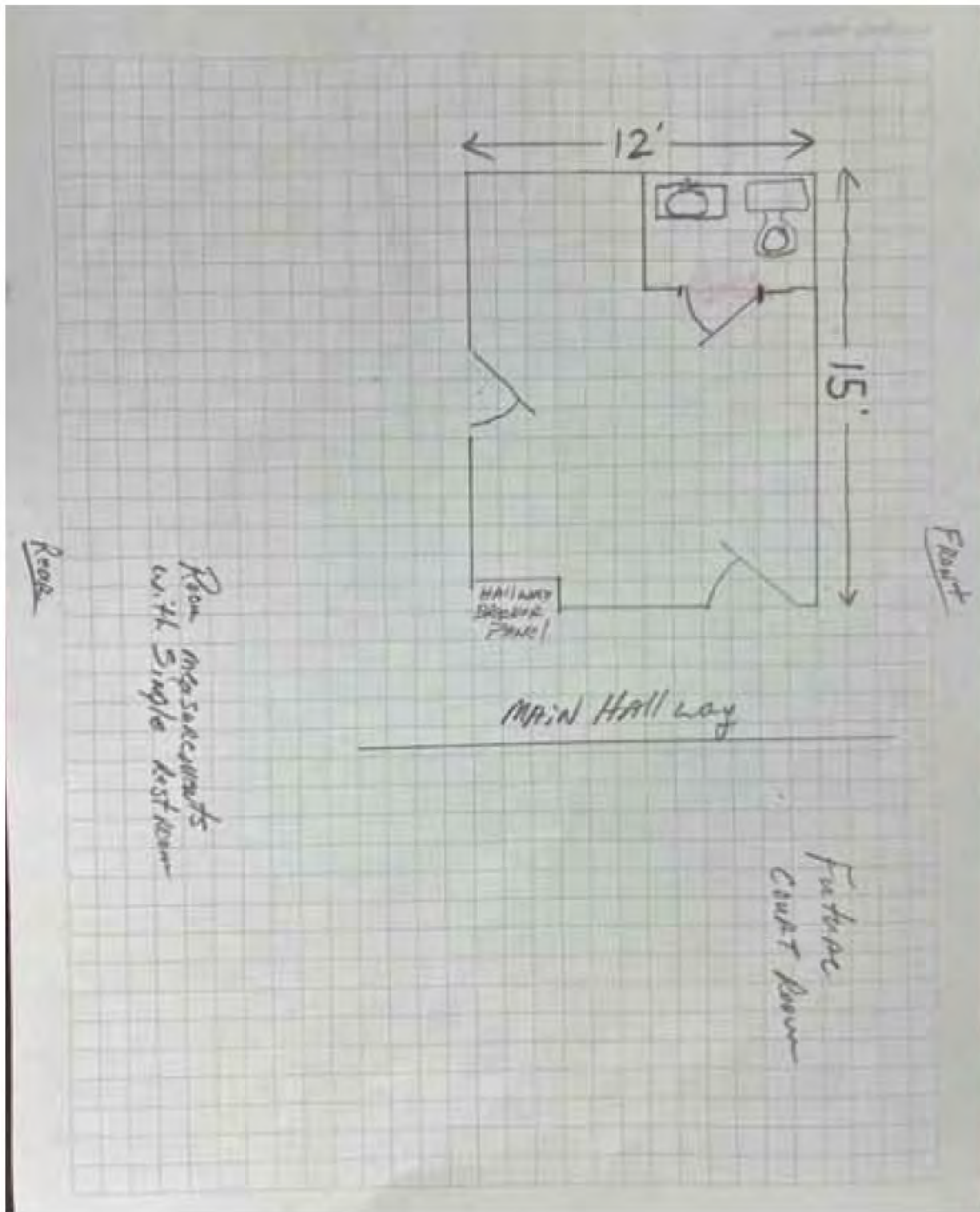


Ramp and Entry Modifications for Accessibility





Entry Hallway and Rear Vestibule



Existing Rest Room Area

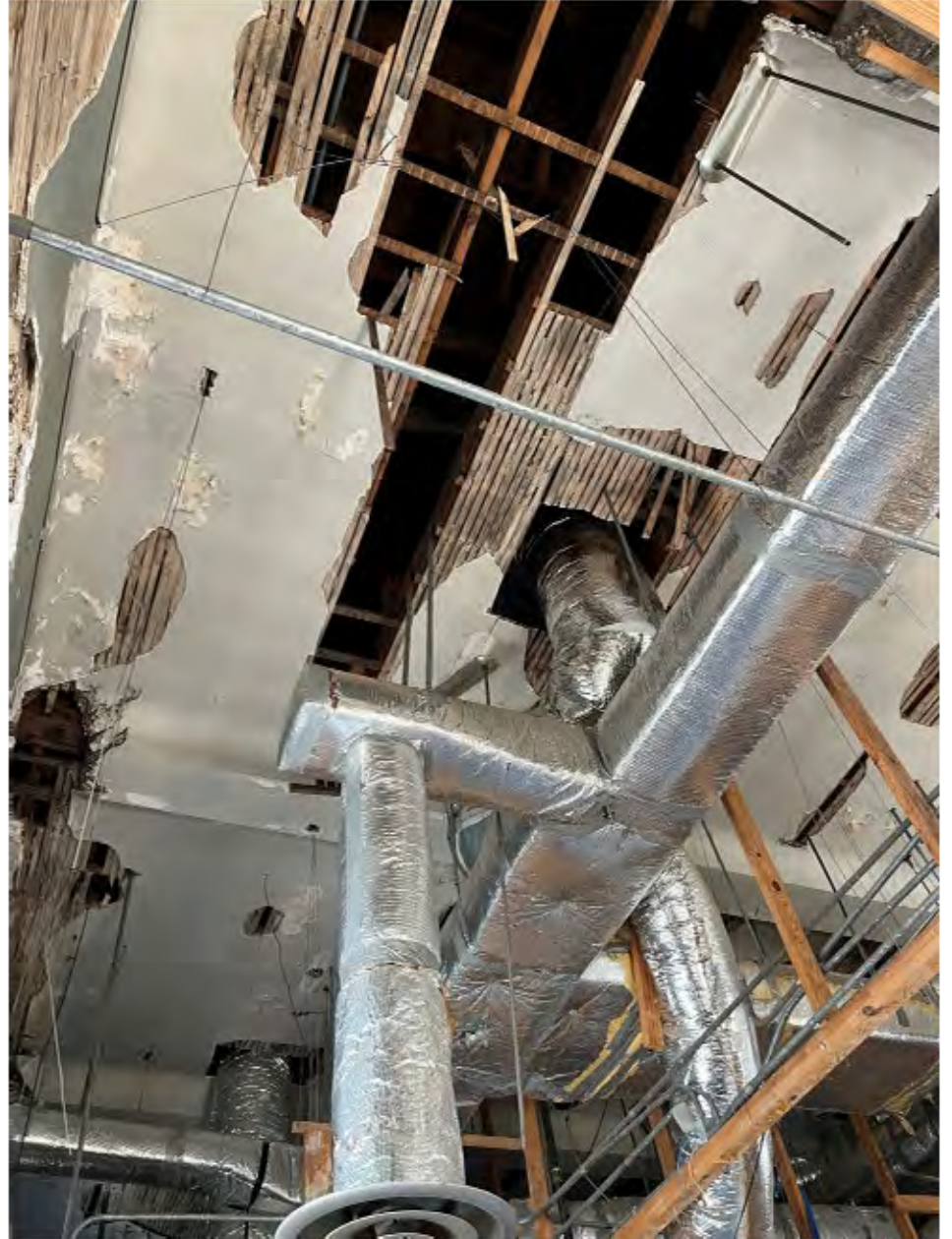


Proposed Courthouse Area





Proposed Courthouse Area



Existing Ceiling and Attic Issues



Existing Office Areas



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: March 6, 2023
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Floor Replacement – Lando Fire

Chester County Council Members,

On January 24, 2023, the Purchasing Office and Lando Fire issued RFP 2223-07. The bids were opened on February 21, 2023. We would like to award the bid to the lowest bidder Trinity Interiors, LLC out of York, SC in the amount of \$11,683.00 for the base bid plus \$850.00 for the alternate for a total of \$12,533.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: February 7, 2023

TO: County of Chester

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri[®] software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



Quotation # Q-488958

Date: February 7, 2023

Customer # 321318 Contract # ENTERPRISE AGREEMENT

County of Chester
Assessors Office
1476 J A Cochran Byp
Chester, SC 29706

ATTENTION: Laura Kunzie
PHONE: 803-801-0633
EMAIL: lkunzie@chestercountysc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/26/2023 To: 4/26/2023

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$22,000.00	\$22,000.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
180700	1		\$5,500.00	\$5,500.00
ArcGIS IPS for ArcGIS Online Annual Subscription				
180341	1		\$2,175.00	\$2,175.00
ArcGIS Indoors for ArcGIS Pro Single Use Annual Subscription				
182294	250		\$32.50	\$8,125.00
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

PIERSONB

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-488958

Date: February 7, 2023

Customer # 321318 Contract # ENTERPRISE AGREEMENT

County of Chester
Assessors Office
1476 J A Cochran Byp
Chester, SC 29706

ATTENTION: Laura Kunzie
PHONE: 803-801-0633
EMAIL: lkunzie@chestercountysc.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/26/2023 To: 4/26/2023*

Subtotal:	\$117,200.00
Sales Tax:	\$1,090.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$118,290.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

PIERSONB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing for ArcGIS Enterprise
10 ArcGIS Location Sharing for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)
3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-01 Advanced Chester, LLC request Tax Map #145-00-00-090-000 at 510 Junior's Place, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Andrew Rodgers 101 Research Drive, Columbia, SC stated the proposed development is for an industrial facility which will include administrative buildings, warehouses that would store non processed materials for the finished goods and rail car loading. The site is 700 acres, and a significant buffer has been planned around the perimeter of the site. At this time we are not allowed to say the company name, confidentiality is inherent to the process under the site selection process right now. He stated there was a good bit of economic development activity surrounding this project. This company is a domestic company looking to create community partnered development and they have a proven track record of safety and environmental stewardship.

Brad Hubbard, 4692 Bryant Corner Rd, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA23-01 thru CCMA23-03.

Julie Moore, 642 Chips Meadow Loop, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Barry Strickland, 4712 Bryant Corner Rd, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Scott Rice, 4627 Betty Dixon Road, Richburg addressed the Planning Commission regarding being opposed to rezoning CCMA22-25 thru CCMA22-34.

Kris Phillips, 691 Wannamaker Lane, Charlotte, addressed the Planning Commission regarding being in favor of rezoning CCMA22-25 thru CCMA22-34.

Commissioner Grant asked are you asking us to approve this without knowing what the facility will be. He also asked if there would be a buffer around the facility.

Mr. Rogers stated the company will follow any of their standard industrial processes to protect against such concerning items. The buffer shows 1000 feet. The final layout is still in the works. So that is a conceptual layout to show the conceptually planned development.

Commissioner Grant said y'all have already cleared the corner field, on number nine and Bryant Corner Road is that correct.

Mr. Rodgers stated I think that was a different development. That was planned for a spec building and that has now ceased.

Sara White, 310 Mills Ave, Greenville, SC. So the original side that the spec building that was not us but that has now since been added to the property there. So we're currently still going through iterations of looking at maximizing the layout while also leaving the buffers there. And so we're looking at a possible variance application but they would still keep the core processing within that buffer that would be more for administrative type uses that would be closer to the road on that. Warehousing too, so it'd be more of those non process parts that would encroach that.

Commissioner Raines stated so long story short there would be permitted under current zoning law, so to speak, would be a shorter setback than the ID3 of what you're asking.

Ms. White, Yes, and the others would be closer to you. They would be for the site there. So that's what we do want to acknowledge that it would be with it would adhere to the normal setbacks for administrative or warehousing type facilities.

Ms. White, said I think those are still working through the layouts and actually going through a traffic analysis right now to see what the best configuration on that would be, we don't anticipate traffic impacts we would be working with DOT and Chester County to make sure those are minimal during construction and operation on that. So that's what is continuing to look to the layout we would work with the county on that. They're still working through that from raw materials and origin destinations on that and so I think there is, you know, a leniency trying to put more on rail just from different congestion different things ESG all of that looking at that from that criteria to minimize the traffic they are but we're still working through those volumes and understanding that as part of that overall logistics analysis right now.

Commissioner Raines asked what your rough percentage of the business would be will half be rail or half be by truck.

Ms. White, they're still working through that from raw materials and origin destinations on that and so I think there is, you know, a leniency trying to put more on rail just from different congestion, different things ESG all of that, looking at that from that criteria to minimize the traffic they are but we're still working through those volumes and understanding that as part of that overall logistics analysis right now.

Commissioner Grant asked about the railroad crossing over Lancaster Hwy.

Ms. White stated Yes, and we're evaluating the rail crossings including a bridge crossing that would go over the highway as well. So that's part of the analysis right now to limit impacts. That's one of the alternatives that we're looking at for the rail crossing is to bridge it over Highway nine into the site. We're looking at all the different things from an engineering perspective, again, working through the layout and you know, trying to see what's the best way or at least impacts on that. But one of those is a bridged grade separated crossing.

Commissioner Grant asked who would require them to build the bridge for the railroad.

Ms. White stated this is something that the company is looking at and they would work closely with the rail provider and D O T to look at, you know, the best location for that. For that rail crossing and we're evaluating the rail crossings, including a bridged crossing that would go over the highway as well. So that's part of the analysis right now to limit impacts.

Commissioner Walley asked what kind of traffic they were talking about going to the industry.

Ms. White stated employee traffic will be spread as a 24-hour facility so it will be spread over two 12-hour shifts, and so there'll be more from the passenger and again, going back to it's going to depend a little bit more on the rail and truck combination, looking at the logistics on that. So those numbers haven't been finalized quite yet. But it will be spread over you know, again, the 24 hours once so we'll work the company will also work with the rail provider to also look at when our optimal times for things you know and also from trucks and things and optimal times from traffic schedules, sporting events, different things like that to minimize it.

Commission Grant asked if they were putting a berm between the railroad.

Mr. Rodgers stated that's not known at this time that would be vetted during the final design with the county, that's something that the company could potentially put in but again, that's unknown presently. I think the intent is to put trees to replant the area that was previously cleared or some sort of vegetative buffer to shield any light noise that sort of the visual aesthetics.

Commissioner Raines asked does your design as far as plan of the facility take into account lights that doesn't have much glare.

Mr. Rodgers stated, so there will be a photometric study performed and that just means taking the watts the intensity of the bulbs that will be used, how far their effective brightness will be, what area they will affect and then also the intent is to point the lighting inward. To minimize that. But yeah, there will be a plan engineering type plan drawn to help with that.

Commissioner Raines, Going back to the buffers, setbacks. How would you determine which piece of property the setbacks stayed the same and which were reduced on? Is that going to be based on the NAIC codes in the book?

Ms. White, yes. and that's what I think the intention is to put more of the administrative and warehousing parts of that process if you see that indicating those would be the areas that would encourage more of the 1000-foot setback those would be more of those more typical setbacks. I'm trying to say 150 feet off the top of my head for that for those uses. And so but again, the core of the site would be in the processing in the center of the site and so that would be more within that larger buffer.

Commissioner Raines, we're also talking about berm verses regular buffers right in that bottom right hand corner. And that's sort of a way to protect the neighbors a little bit, give them some relief from such a change from what it is now to a heavier usage.

Ms. White, the sites are over 720 acres and so that's larger than what's needed. So that's why we had that to accommodate and then just to have that buffer there, the natural buffer.

Commissioner Hough, your plan is to reduce the buffer will it be on the Bryant Corner side, or will it be an entire site reducing the buffer, and if you're reducing the buffer on the Bryant Corner side to do administrative stuff, then is the traffic and administrative stuff going to dump onto Bryant Corner Road? That's my main question is really how it's going to affect that. I mean, I understand DOT, I do commercial construction, so DOT will handle the traffic with the lanes and stuff like that. I'm not concerned about any of that. But it's more of a how it affects a residential area, you know what I mean? For the people over there, there's also a small parcel on the opposite side of Bryant Corner Road that is part of this zoning. Is it part of that plan of any at all because at that point.

Ms. White, It would have that same zoning because it is part of that same tax parcel, but there's no development on that, as of now. So all the layouts do not have that. So, again, I think on the logistics, I'll have to go through and understand that there's any improvements for Bryant Corner if it is just some passenger traffic there or anything on that when looking at what that layout will do. But it really again, it's just more of those administrative type of uses that would encroach more on that that I think industrial traffic would be separated.

Attorney Winters, your letter to Planning, Building and Zoning indicates that you have an option on the property. So you've got a prospective purchaser on the property with an option. And if they don't go through with the purchase, then you're saying that you would ask for a reverter back to its original classification, which is very common with this commission in what they do. They put reverter clauses on when they approve things like this. If they approve this, and I'm confused, it does say that that you're going to notify Planning and Zoning no later than November 30, 2023 to trigger that reverter clause, but the appraisal card says the date of sale is January 12, 2024.

Ms. White, that would be the project is still on the site selection decision process right now. And we would anticipate that a decision would be made by that timeline. And then we could say, we are coming, or we aren't coming in case the reverter clause needed to go ahead so that would be more of that timeline of when a decision would be made from site selection.

Commissioner Raines,

So can we just make a general statement that if the property is not purchased, then whatever date it reverts back, we only need to set a date necessarily.

Attorney Winters, Or they don't go into operation or don't start construction within a certain period of time where we can talk about what that is reasonably and may maintain the NAIC code that they've applied for. So if they deviate from that code which is 32518 then it could be subject to reverter.

Commissioner Raines motioned to approve CCMA23-01 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 3-2 to approve. Commissioners Walley and Grant opposed.



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: 2/28/23 Case # CCMA23-01 Invoice # 6152

The applicant hereby requests that the property described to be rezoned from ID-2 to ID-3

Please give your reason for this rezoning request:

In anticipation of the intended use of this property as an industrial manufacturing site (NAICS code: 32518), an amendment is requested to re-zone the subject parcel from ID-2 to ID-3. A request for a special exception will also be submitted to allow this particular NAICS code.

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: 32518

Property Address Information

Property address: 510 Juniors Place
 Tax Map Number: 145-00-00-090-000 Acres: 22.327

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

PLEASE PRINT:

Applicant (s): Advanced Chester, LLC
 Address 100 N. Main Street, Sumter, SC 29150
 Telephone: [REDACTED] cell _____ work _____
 E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Same as the Applicant
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: [Signature] Date: 1/25/2023

Applicant signature: [Signature] Date: 1/25/2023

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



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

Chester County Dept of Planning, Building, & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Subject: Zoning Map Amendment
Parcel Number 145-00-00-090-000

Dear Chester County Dept of Planning, Building, & Zoning,

With the submittal of the Zoning Map Amendment Applications for the subject parcel, we wish to include a request that if the requested rezoning approval for the property described in Exhibit A attached hereto and incorporated herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS

Exhibit A

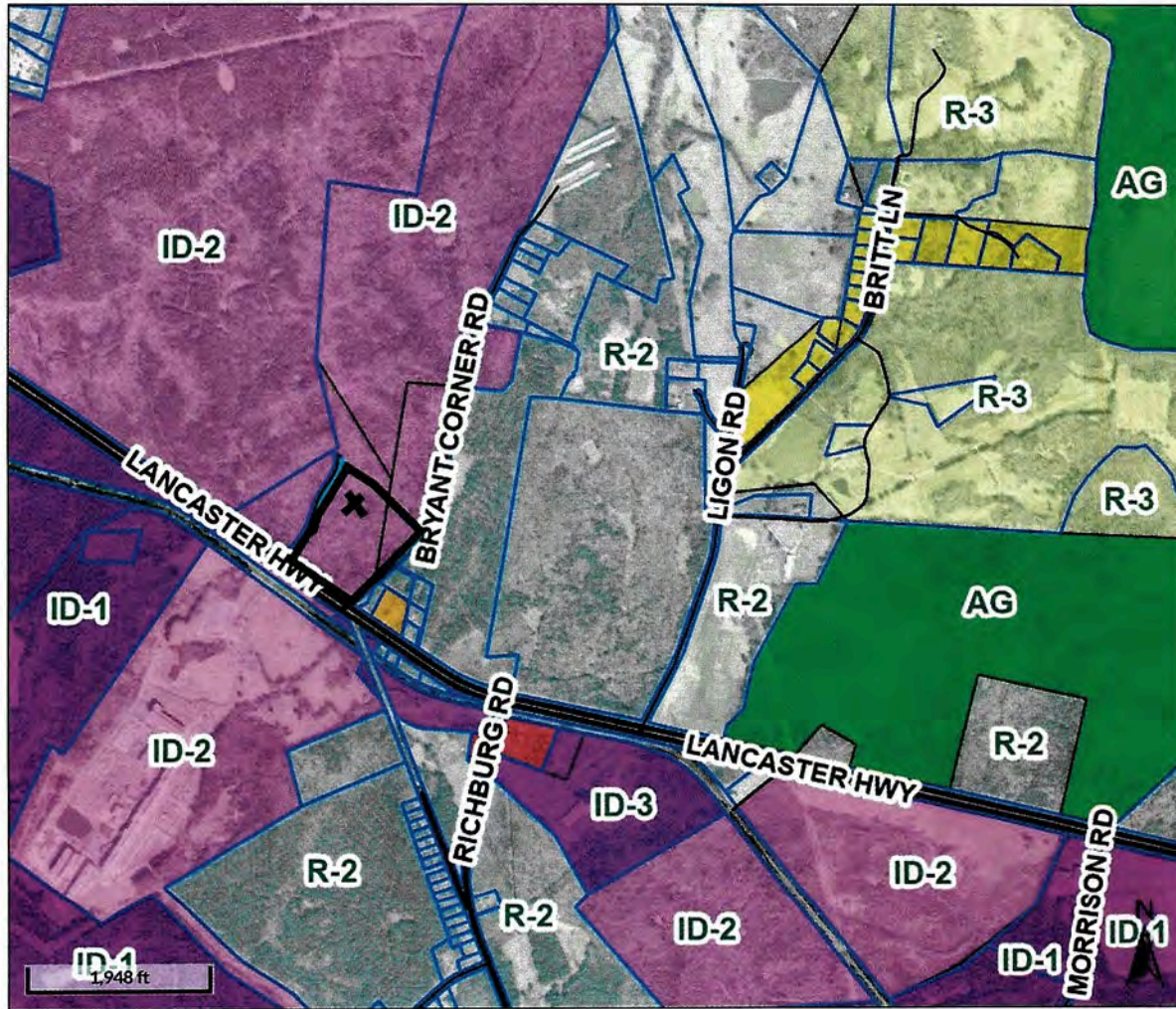
to

Advanced Chester, LLC Rezoning Application

Property Description

That certain piece, parcel or lot of land containing 22.327 acres, more or less, as shown on a plat thereof entitled "Plat of Boundary Survey/Proposed Industrial Park for Richburg Magnolias, LLC, Odell Industrial Park Complex/Phase 1," prepared by Eugene Bryan Enfinger, PLS No. 11056, dated May 12, 2022, and recorded in Plat Cabinet E, Slide 119, page 5 on October 17, 2022, in the Office of the Clerk of Court of Chester County, South Carolina, which plat is hereby incorporated by this reference and having such metes, bounds, courses and distances as by this reference to said plat will more fully appear.

The Land described herein is a portion of the property conveyed to Advanced Chester, LLC, by deed recorded in Deed Book 1409, Page 123 in the Office of the Clerk of Court of Chester County, South Carolina.



Overview



Parcel ID	145-00-00-090-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		PO BOX 1107
Property Address	510 JUNIORS PL	Acreege	22.302		LANCASTER SC 29721
District	04				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by  Schneider
 GEOSPATIAL

Next Year (2024) Changes					
Search Options			Alerts		
Map Number	145-00-00-050-000	Real	00050293	History Year	
Name 1	ADVANCED CHESTER LLC		Other Map Number		Current Year Record Exists
Owner Information					
Post Initials	T1	Reason for Change		Activity Date	02/03/2023
Name 2				Land Value	66,000
Address 1	100 N MAIN ST			Building Value	
Address 2	SUMPTER SC			Total Market Value	66,000
Zip Code	29150			Total Tax Value	66,000
Codes					
District	04	Fire Code	RI	RICHBURG	
Town		Neighborhood	ID2	LIMITED INDUSTRIAL	
Subdivision		Use Class			
Description					
Legal					
Location					
Street Number		Street Name		Suffix	Direction
Additional Information					
Appraisal Appeal		Owner Occupied		TIF	Base
Agricultural Use		Reappraisal Notice		MCIP	Industrial Park ID
Rollback				Exempt	
					Scroll by: MAP#

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

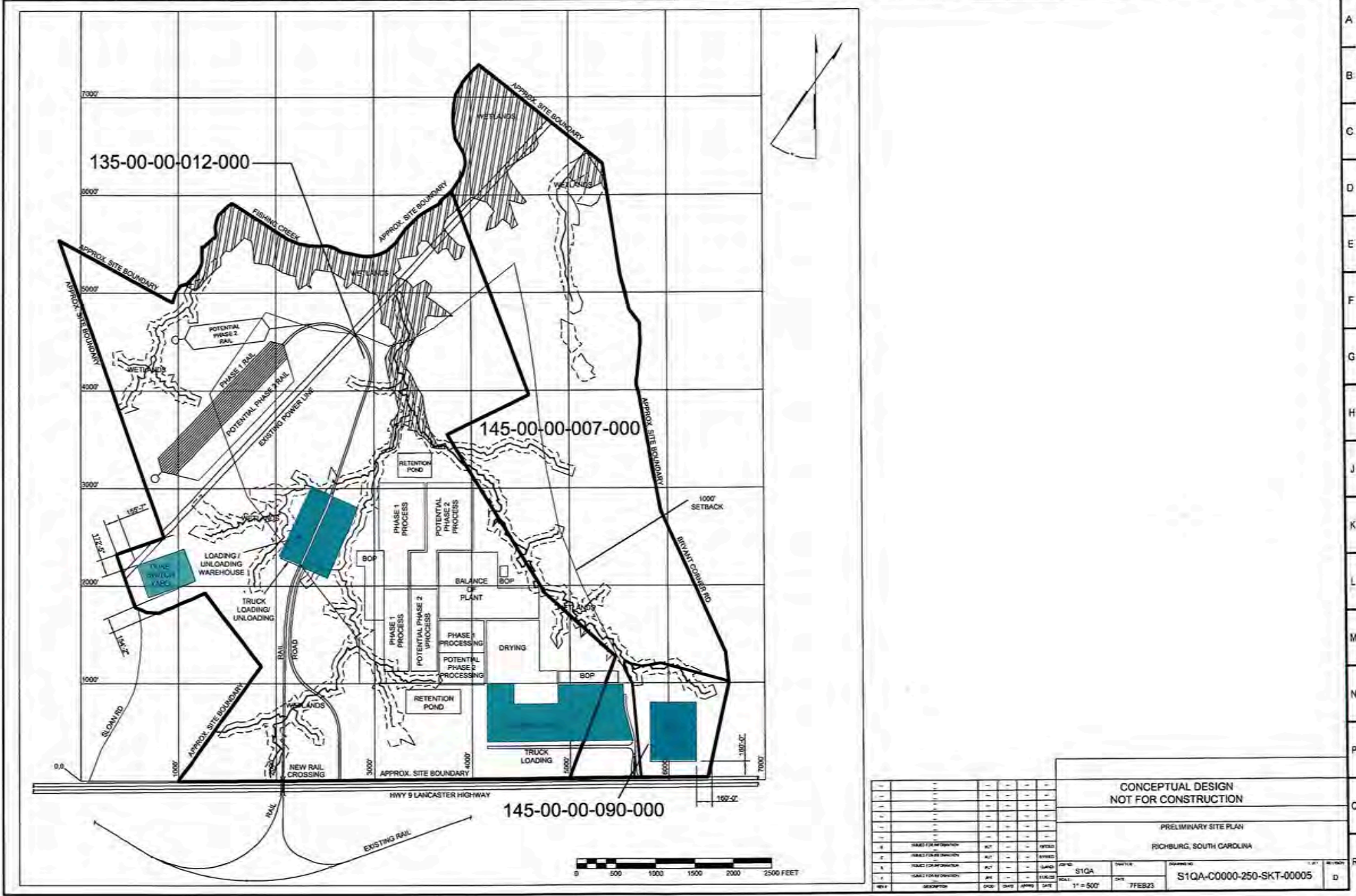
1. The rail has been moved from the northeast corner (it was previously fairly close to Bryant Corner Rd) to the northwest corner. Several of the commissioners last night were concerned about that rail being close to the homes across the street on Bryant Corner, which generated the request for a berm.
2. These new plans show that the company is working to direct all site access from Highway 9, including for the admin building. This takes that traffic off of Bryant Corner Rd.
3. The company is also evaluating sound walls and other features to further reduce impacts to neighbors.

Thank you,
Kris



Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

kphillips@choosechester.com
<https://choosechester.com/>



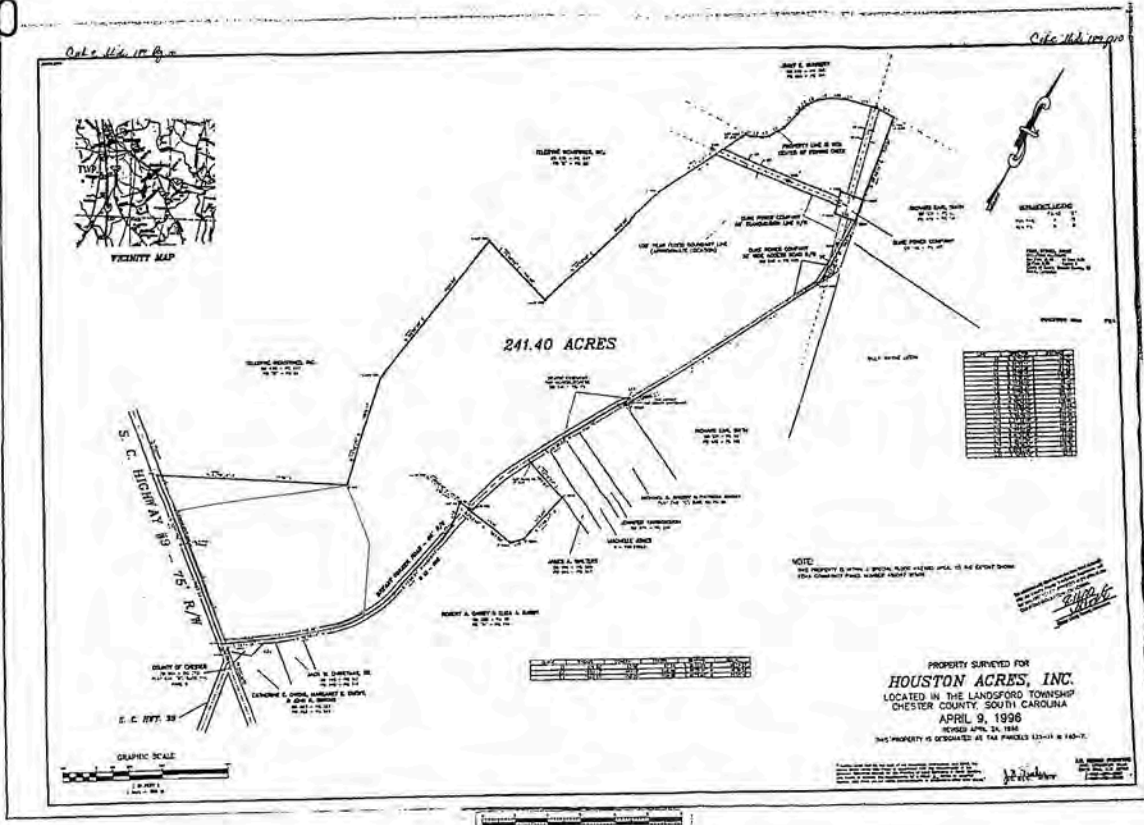
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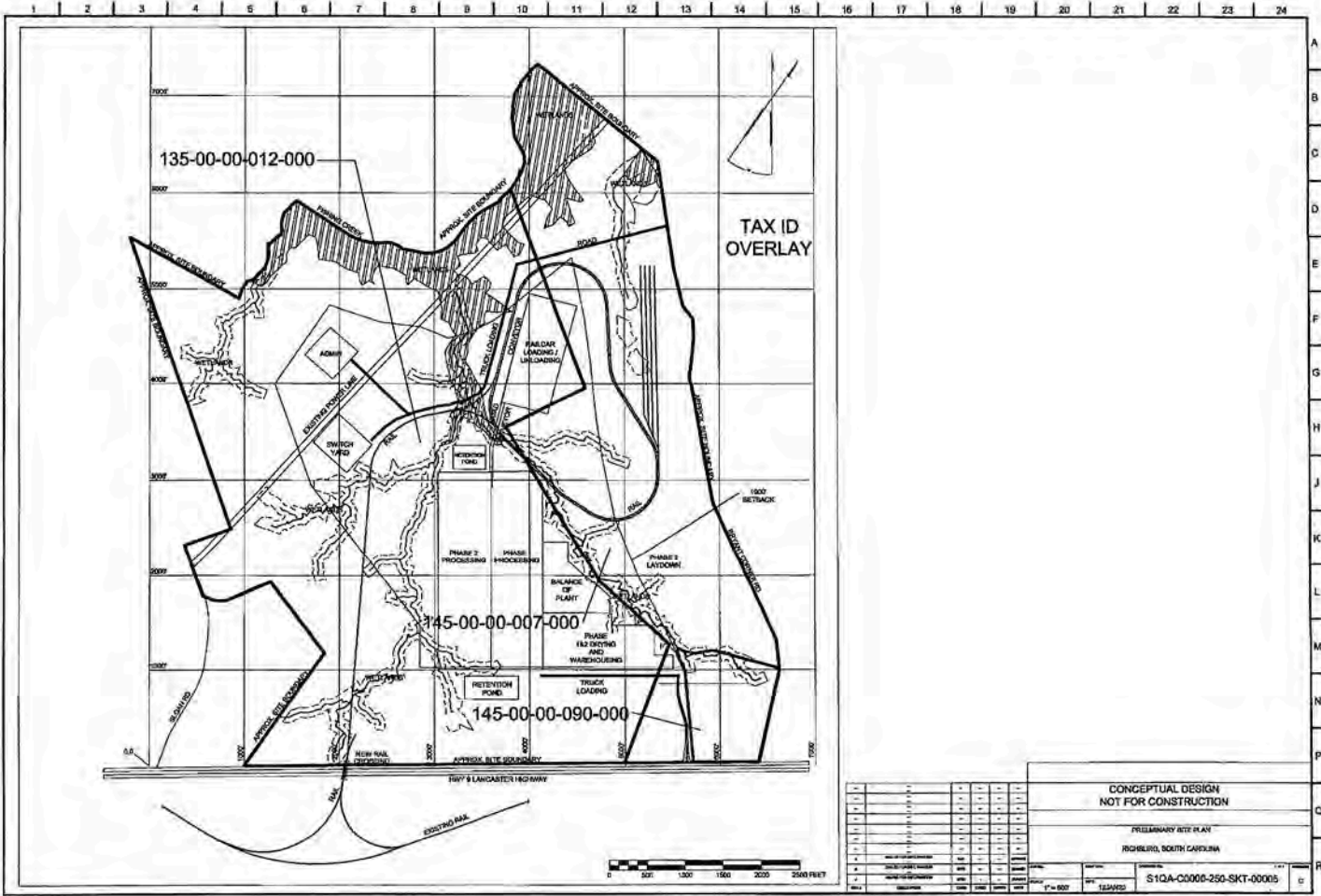
**CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION**

PRELIMINARY SITE PLAN
RICHBURG, SOUTH CAROLINA

PROJECT NO.	DATE	SCALE	DRAWING NO.	DATE
S1QA	7FEB23	1" = 500'	S1QA-C0000-250-SKT-00005	

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<p>CONCEPTUAL DESIGN NOT FOR CONSTRUCTION</p>	
<p>PRELIMINARY SITE PLAN</p>	
<p>ROCKWELL, NORTH CAROLINA</p>	
<p>DATE: 11/11/11</p>	<p>SCALE: 1"=600'</p>
<p>PROJECT: S1QA-C0000-250-SKT-00005</p>	<p>STATUS: SEASSED</p>

Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-02 Richburg Magnolias, LLC request Tax Map #145-00-00-007-000 off Bryant Corner Rd and Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Commissioner Raines motioned to approve CCMA23-02 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 3-2 to approve. Commissioners Walley and Grant opposed.



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: 2/28/23 Case # CCMA23-02 Invoice # 6152

The applicant hereby requests that the property described to be rezoned from ID-2 to ID-3

Please give your reason for this rezoning request:

In anticipation of the intended use of this property as an industrial manufacturing site (NAICS code: 32518), an amendment is requested to re-zone the subject parcel from ID-2 to ID-3. A request for a special exception will also be submitted to allow this particular NAICS code.

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: 325 18

Property Address Information

Property address: No Address on Property Card
 Tax Map Number: 145-00-00-007-000 Acres: 218.06

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): Richburg Magnolias, LLC
 Address 1744 Old Richburg Road, Chester, South Carolina 29706
 Telephone: [REDACTED] cell _____ work _____
 E-Mail Address: [REDACTED]

Owner(s) if other than applicant(s): Same as the Applicant
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

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

Owner's signature: [Signature] Date: 1-26-2023
 Applicant signature: [Signature] Date: 1-26-2023

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



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

Chester County Dept of Planning, Building, & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Subject: Zoning Map Amendment

Parcel Numbers 135-00-00-012-000
145-00-00-007-000

Dear Chester County Dept of Planning, Building, & Zoning,

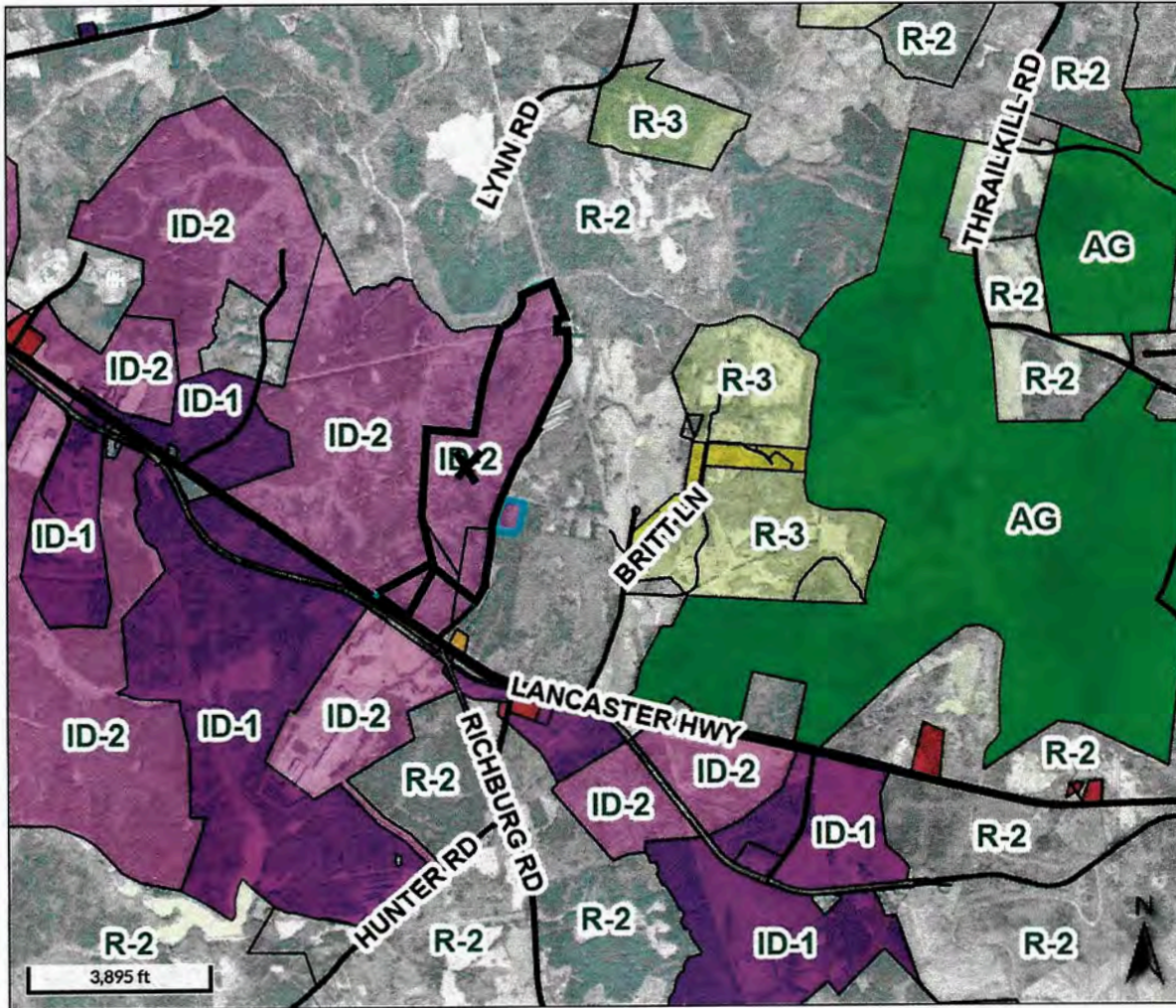
With the submittal of the Zoning Map Amendment Applications for the subject parcels, we wish to include a request that if the requested rezoning approval for the property described herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS



Parcel ID	145-00-00-007-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		P O BOX 1107
Property Address		Acreage	218.068		LANCASTER SC 29721
District	04				
Brief Tax Description	OFF HWY 9				
	(Note: Not to be used on legal documents)				

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by Schneider
 GEOSPATIAL

Owner and Location			
Next Year (2024) Changes			
Search Options		Alerts	
Map Number	145-00-00-007-000	Real	00945293
Name 1	RICHBURG MAGNOLIAS LLC	History Year	
		Other Map Number	
		End	
Owner Information		Activity Date	
Post Initials	KB	Reason for Change	01/19/2023
Name 2		Land Value	714,000
Address 1	P O BOX 1107	Building Value	
Address 2	LANCASTER SC	Total Market Value	714,000
Zip Code	29721	Total Tax Value	23,350
Codes		Fire Code	
District	04	RI	RICHBURG
Town		Neighborhood	02 LIMITED INDUSTRIAL
Subdivision		Use Class	
Description	OFF HWY 9		
Legal			
Location		Direction	
Street Number		Suffix	
Street Name			
Additional Information			
Appraisal Appeal		Owner Occupied	
Agricultural Use		Reappraisal Notice	
Rollback		TIF	
		MCIIP	
		Exempt	
		Base	
		Industrial Park ID	
Scroll by: MAP#			

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

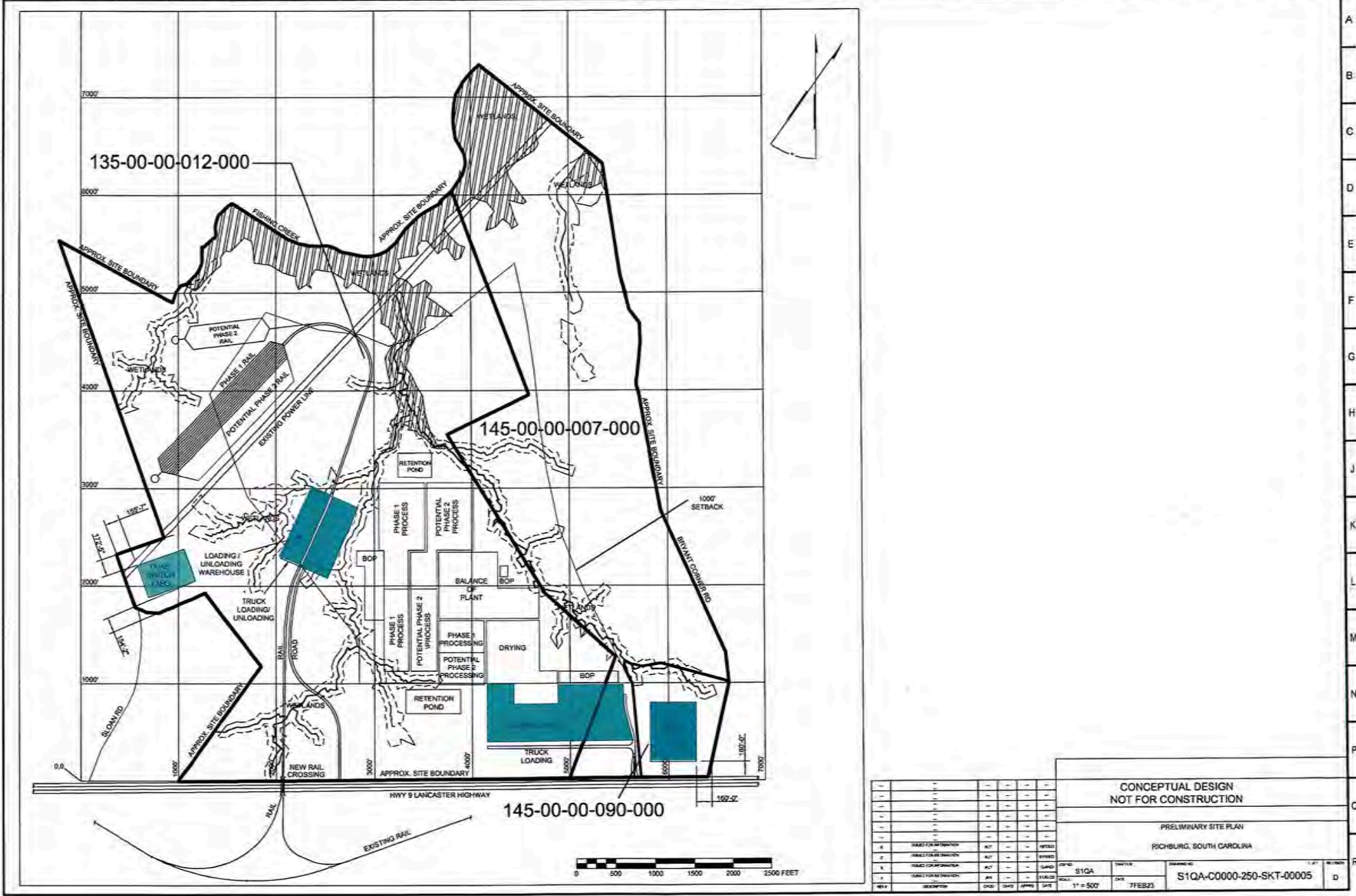
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2. These new plans show that the company is working to direct all site access from Highway 9, including for the admin building. This takes that traffic off of Bryant Corner Rd.
3. The company is also evaluating sound walls and other features to further reduce impacts to neighbors.

Thank you,
Kris



Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

[REDACTED]
kphillips@choosechester.com
<https://choosechester.com/>



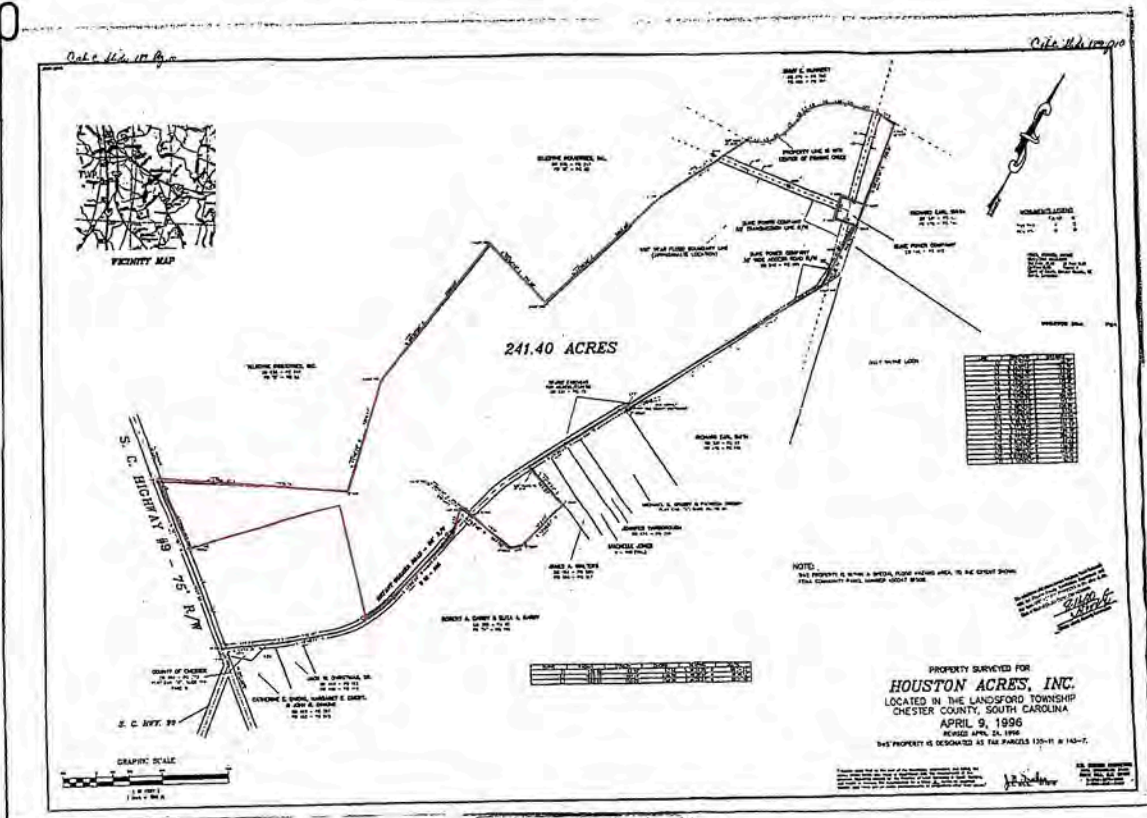
NO.	DESCRIPTION	DATE	BY	APP'D	DATE
1	DESIGN DEVELOPMENT				
2	PERMITTING				
3	CONSTRUCTION				
4	OPERATION				

**CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION**

PRELIMINARY SITE PLAN
RICHBURG, SOUTH CAROLINA

PROJECT NO.	DATE	SCALE	DRAWING NO.	DATE
S1QA	7FEB23	1" = 500'	S1QA-C0000-250-SKT-00005	

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Chester County Planning Commission Minutes

February 28th, 2023

CCMA23-03 Richburg Magnolias, LLC request Map #135-00-00-012-000 at 4375 Lancaster Hwy, Richburg, SC 29729 to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).Commissioner Raines motioned to approve CCMA23-03 With the stipulation that a berm is built between the residential structures and the facility along their property lines 40 feet wide and 20 feet high, second by Commissioner Williams. Vote 4-1 to approve. Commissioners Walley opposed.



AECOM
101 Research Drive
Columbia, SC 29203



January 25, 2023

Chester County Dept of Planning, Building, & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Subject: Zoning Map Amendment

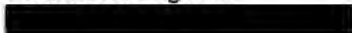
Parcel Numbers 135-00-00-012-000
145-00-00-007-000

Dear Chester County Dept of Planning, Building, & Zoning,

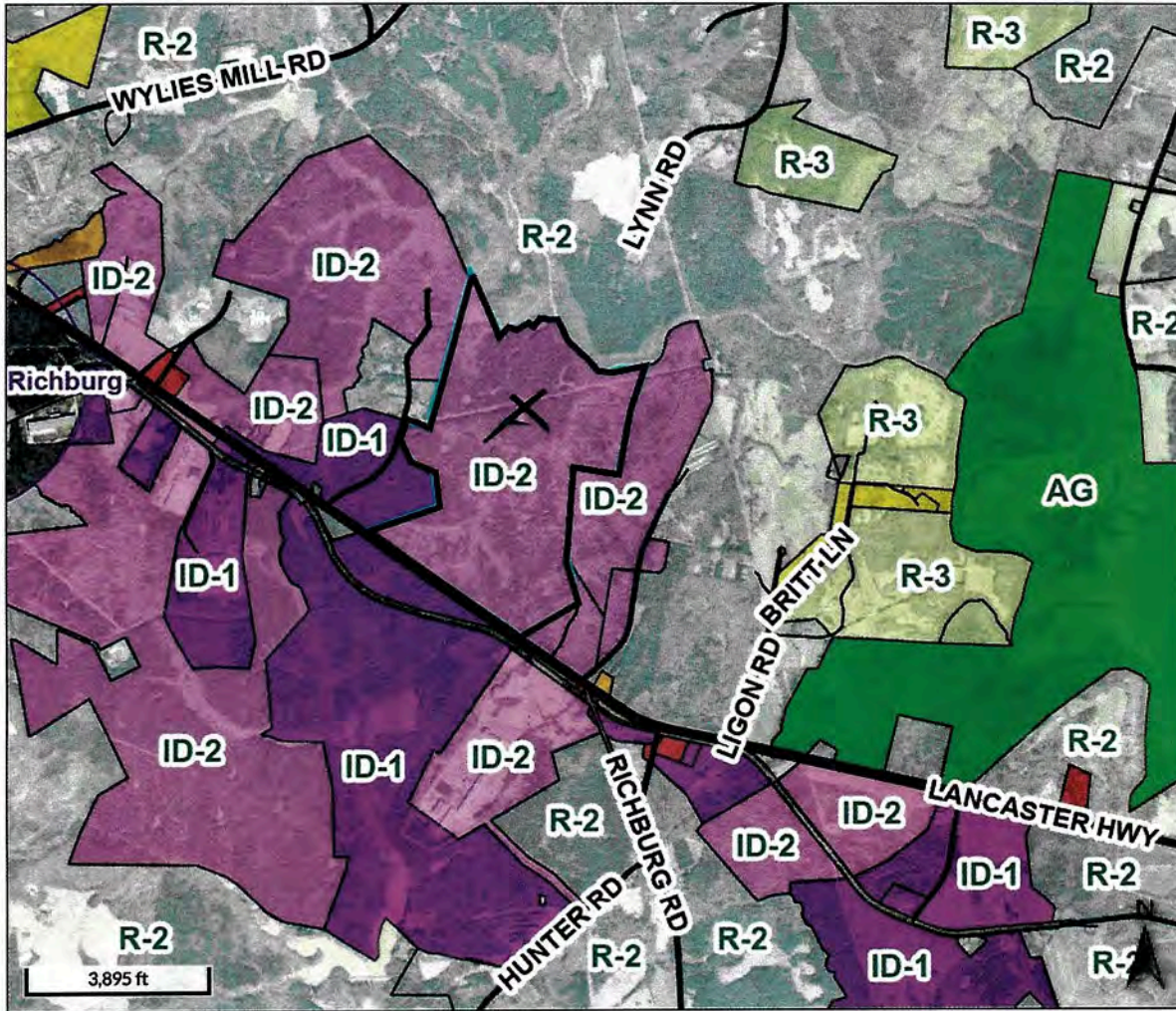
With the submittal of the Zoning Map Amendment Applications for the subject parcels, we wish to include a request that if the requested rezoning approval for the property described herein (the "Property") is granted and the prospective purchaser that Applicant previously has granted an option to purchase the Property does not exercise the option and acquire title to the Property as contemplated, Applicant shall be entitled, by so notifying Chester County Dept of Planning, Building, and Zoning in writing not later than November 30, 2023, to cause the zoning classification and status of the Property to automatically revert to its zoning classification and status that exists as of the date of this application (i.e., ID-2 Zoning).

Sincerely,

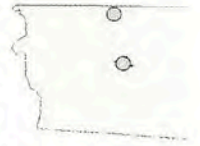
McSwain Armfield, PE
Senior Civil Engineer



Cc: Andy Rogers, AECOM
Sarah White, GLS



Overview



Parcel ID	135-00-00-012-000	Alternate ID	n/a	Owner Address	RICHBURG MAGNOLIAS LLC
Sec/Twp/Rng	n/a	Class	AC		P O BOX 1107
Property Address	4375 LANCASTER HWY	Acreage	469.821		LANCASTER SC 29721
District	04				
Brief Tax Description	TR 92-055				
	(Note: Not to be used on legal documents)				

Date created: 2/21/2023
 Last Data Uploaded: 2/21/2023 4:37:40 AM

Developed by  **Schneider**
 GEOSPATIAL

Owner and Location

Next Year (2024) Changes

Search Options: Map Number: 135-00-00-012-000 Real 00897893 History Year: Find

Name 1: RICHBURG MAGNOLIAS LLC Other Map Number: Alerts: Has Additional Comments

Owner Information: Post Initials: HD Reason for Change: Activity Date: 06/27/2022
 Name 2: Land Value: 2,425,000
 Address 1: P O BOX 1107 Building Value:
 Address 2: LANCASTER SC Total Market Value: 2,425,000
 Zip Code: 29721 Total Tax Value: 43,450

Codes: District: 04 Fire Code: RI RICHBURG
 Town: Neighborhood: ID2 LIMITED INDUSTRIAL
 Subdivision: Use Class: BUF
 Description: TR 92-055
 Legal:

Location: Street Number: 4375 Street Name: LANCASTER HWY Suffix: Direction:

Additional Information: Appraisal Appeal: Owner Occupied: TIF: Base:
 Agricultural Use: Reappraisal Notice: MCIP: Industrial Park ID:
 Rollback: Exempt:

Scroll by: MAP#

Karen Lee

From: Kris Phillips
Sent: Wednesday, March 1, 2023 11:14 AM
To: Karen Lee
Cc: Robert Long
Subject: Re-zoning Documents
Attachments: S1QA-C0000-250-SKT-00005_D_Option 1.pdf; S1QA-C0000-250-SKT-00005_D Option 2.pdf

Hi Karen,

Attached are the latest conceptual plans for the project discussed last night, and will be discussed tonight. Are you able to provide these to the Council Members? I believe these address a lot of concerns that were brought up last night, particularly:

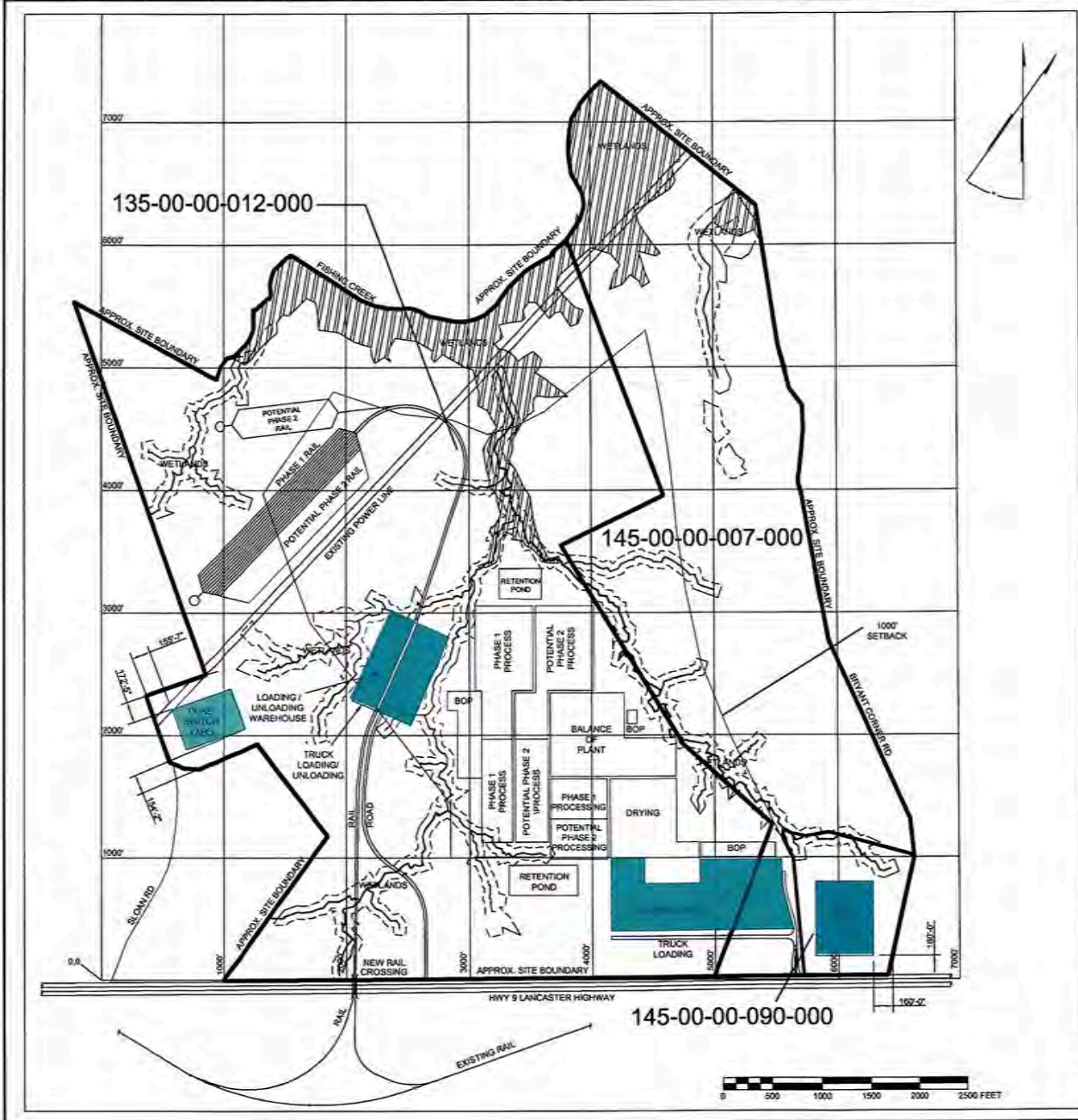
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Thank you,
Kris



Kris Phillips
Assistant Director
Chester County Economic Development
3200 Commerce Drive, Suite B
Richburg, SC 29729
(803) 377-1216

[REDACTED]
kphillips@choosechester.com
<https://choosechester.com/>



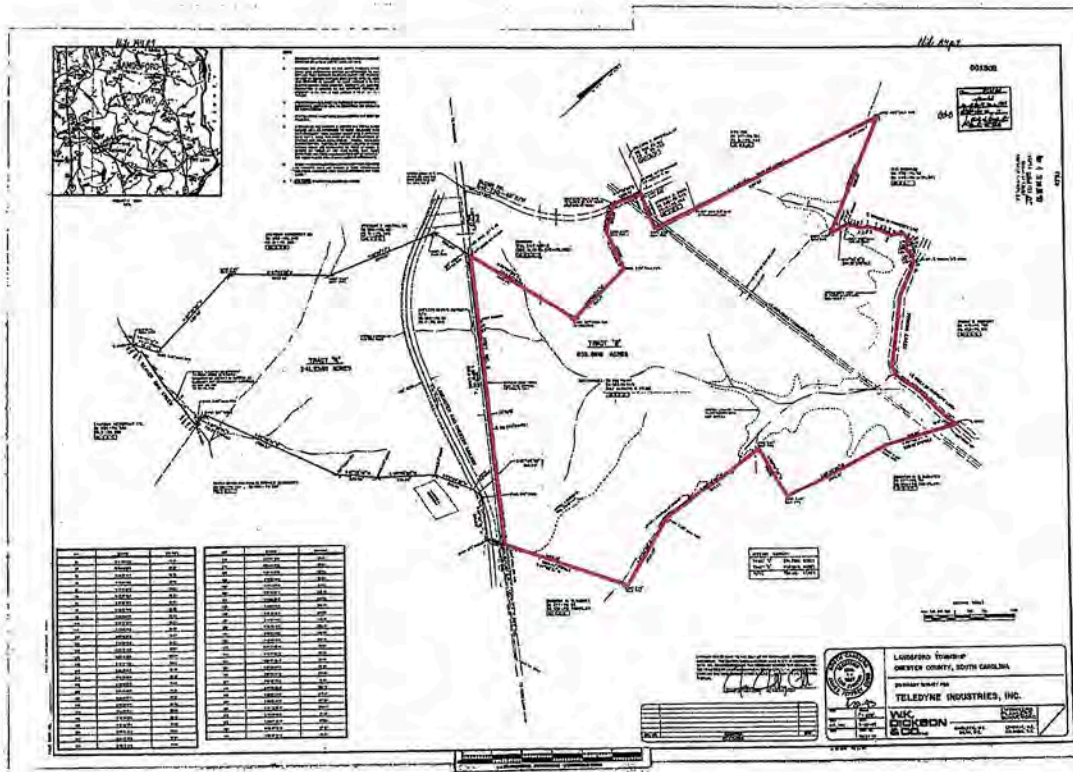
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24	DESIGN DEVELOPMENT					

**CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION**

PRELIMINARY SITE PLAN
RICHBURG, SOUTH CAROLINA

PROJECT NO.	DATE	SCALE	DRAWING NO.	DATE
135-00-00-012-000	7FEB23	1" = 500'	S1QA-C0000-250-SKT-00005	

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Chester County Planning Commission Minutes

February 28th, 2023

CCTA23-01 ID-3 – Chester County Zoning Ordinance – Text Amendments

General Industrial District Chapter 4 § 4-121 ID-3 Permitted Uses

New Text:

All uses permitted in ID-1 and ID-2

NAICS DESCRIPTION SEE ID-1 and ID-2

PARKING SPACES REQUIRED SEE ID-1 and ID-2

Attorney Winters stated right now it's vague. So ID2 says everything that's in ID1 is also an ID2 but then ID3 just doesn't say that. And so since ID3 is the highest, the most stringent, it will just be normal and common that should include ID1 and ID2. So that's why we've changed it, is very confusing. It's just a housekeeping issue. We're trying to go through many of these to fix and y'all are probably going to see many text amendments come across your way.

Planning Director Levister stated it would also help with not having to rezone property as ID3, but it's something that's permitted in ID1 and you don't have to have it downgraded on the zoning. Just to make sure you meet the NAICS code, because right now you might have a NAICS code permitted in ID1 or ID2, but your properties are ID3 so you're not permitted to do it. You have to down zone. Commissioner Grant motioned to approve, second by Commissioner Hill. Vote 5-0 to approve.