



**SPECIAL CALLED**  
**CHESTER COUNTY TRANSPORTATION COMMITTEE**  
Monday, August 15<sup>th</sup>, 2022 at 5:40 PM  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J A Cochran Bypass, Council Chambers

**AGENDA**

- 1. Call to Order**
- 2. Approval of CTC Minutes**
  - a. May 2<sup>nd</sup>, 2022 CTC Minutes.
  - b. May 10<sup>th</sup>, 2022 CTC Minutes.
- 3. Old Business**
  - a. Change Order Request for 2022 roads approved by Council for Paving. Robert Hall.
- 4. New Business**
  - a. Approval of expenditure for lighting project. Kris Phillips.
  - b. Approval of 2023 Road Improvement Recommendations. Robert Hall.
  - c. Approval of Bid RFB 20-46.16 Carlisle White Road Bridge Repair to E&D Contractor Services in the amount of \$102,436.00. – Bill Coleman and Robert Hall.
- 5. Adjourn**



## CHESTER COUNTY TRANSPORTATION COMMITTEE MEETING

Monday, May 2<sup>nd</sup> 2022 at 5:45 PM

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

1476 J A Cochran Bypass, Council Chambers

### Minutes

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

**Absent:** Councilman Killian.

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

2. **Approval of minutes**

a. **Approval of March 21<sup>st</sup>, 2022 Special Called CTC minutes.**

Councilwoman Guy motioned to approve, second by Councilman Vaughn. Vote was unanimous.

3. **Old Business**

a. **Update on 2021 and 2022 road projects and County bridge repairs. Public Works Director Robert Hall and ICE Engineer Bill Coleman.** Mr. Coleman stated they had completed Shirley Road, it was accepted by SCDOT. Pilgrim and Minter Road were scheduled for late July or August. The 2022 county road program was also scheduled for that time also. Mr. Coleman stated two bridges on Carlisle White Road were in dire need repair, the concrete was chipping off and exposing the rebar. The cost to repair both would run between \$125 thousand to \$135,000.

Mr. Coleman reminded Council they would need to select which sidewalk project; the program would be coming back in September so he would need to know which one to submit. He also stated the County would receive one time money from SCDOT to pave State roads which would cover five miles depending on the road(s). He suggested picking two to three and one road that was real long, that way they could do half of the long road and finish it next year. Council decided to have a special called meeting CTC meeting May 10 to discuss which road(s) they would like to have paved. Public Works Director Robert Hall stated he would have the road names along with the cost by the end of the week. Councilman Wilson motioned to move forward to bid out the work for the two bridges on Carlisle White Road, second by Vice Chairman Branham. Vote was unanimous.

4. **New Business**

a. **Request to reimburse the Recycling Department for sign materials purchased in January 2022 in the amount of \$4916.16 dollars.** Vice Chairman Branham motioned to approve, second by Councilwoman Guy. Vote was unanimous.

b. **Request to reimburse the Road Department for road maintenance from January 2022 to March 2022 in the amount of \$8,373.94 dollars.** Councilman Vaughn motioned to approve, second by Councilman Jordan. Vote was unanimous.

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

**SPECIAL CALLED**  
**CHESTER COUNTY TRANSPORTATION COMMITTEE**  
Tuesday, May 10th 2022 at 8:45 AM  
**R. Carlisle Roddey Chester County Government Complex**  
1476 J A Cochran Bypass, Council Chambers

**MINUTES**

**Present:** Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilman Vaughn, Councilman Wilson (Zoom), Councilman Killian @ 9:00 am. Attorney Winters, Clerk to Council Lee.

**Absent:** Councilwoman Guy was absent..

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

2. **Old Business**

a. **Approval of State Road list to be paved using CTC one time money.**

Council agreed to recommend Pilgrim, Dearborn, Torbit, Lily, Wright and Henry Woods with the remaining balance going towards Hicklin Bridge Road. Councilman Vaughn motioned to use the one-time money to pave Dearborn, Lily, Torbit, Wright, Pilgrim and Henry Woods with any remaining balance would go toward Hicklin Bridge Road, second by Councilman Killian. Vote 5-0 to approve.

3. **Adjourn**

Vice Chairman Branham motioned to adjourn, second by Councilman Killian. Vote 5-0 to adjourn.

**Time: 9:25 am**

## Roads Approved By Council To Be Paved in 2022

District	Road Name	Estimated Cost	Year	Comments
2	Appaloosa Ridge Road	\$ 158,364.00	2022	
3	Barbers Creek Road	\$ 267,766.00	2022	
5	Cessna Drive	\$ 73,981.00	2022	
5	Golden Maple Lane	\$ 206,709.00	2022	
2	Hall Street	\$ 42,400.00	2022	
3	Katie Lane	\$ 117,110.00	2022	
5	Luscombe Lane	\$ 95,110.00	2022	
5	Minter Road	\$ 281,020.50	2022	SCDOT side of the road
4	Old Pavilion Road	\$ 140,768.00	2022	
5	Oliphant Lake Road	\$ 109,286.00	2022	
1	Poverty Hollow Road	\$ 127,624.00	2022	
2	Tate Drive	\$ 127,200.00	2022	
6	State Park Dr	\$ 135,000.00	2022	County will only pay 1/2 of this cost (67,500.00)
<b>Total:</b>		<b>\$ 1,882,338.50</b>		

<b>CHANGE ORDER 1</b>	<p>We are requesting a change order for the 2022 paving contract to add the repaving of three side roads off of Barber's Creek Rd. Adding these three roads on the existing contract will save Chester County <b>\$124,436.00</b> by not having to pay the addition mobilization fee.</p> <p>Heather Hill Dr - \$21,717.00  Winnie Hole Ln - \$42,142.00  Stacie Ln - \$25,368.00  <b>Total: \$89,227.00</b></p>
<b>CHANGE ORDER 2</b>	<p>We are requesting another change order for the repaving of Cedar St in Great Falls. By paving the street along with Hall St the County will save around \$25,000.00 for the mobilization fee.</p> <p>Cedar Street - \$33,500.00</p>

**CHESTER COUNTY ROADS TO BE PAVED WITH ONE-TIME MONEY FROM 2022 AND  
2023 ANNUAL ALLOTMENT**

<b>ACTION NEEDED: 2023 ANNUAL CTC FUNDS</b>	Public Works suggests that CCTC select the roads recommended below for the annual allotment paving program in 2023. By selecting connected roads, the County can pave more roads by saving money on the mobilization fees.
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Public Works Recommendations								
District	Road Name	Length in miles	Estimated Cost	Houses	Scale	Category	Date	Comments
1	Kennington Street	0.250	\$ 87,600.00	6	F	2	9/1/2020	
1	Knollwood Drive	0.270	\$ 132,325.00	4	F	2	11/30/2021	Connected to Lanksford Rd
1	Lanksford Road	0.330	\$ 113,300.00	9	F	2	7/9/2020	
2	Cripple Creek Drive	0.130	\$ 93,500.00	5	D	3	7/9/2020	
2	Gaines St	0.060	\$ 53,224.00	3	D	3	7/15/2022	
2	Bennett Rd	0.170	\$ 115,039.00	0	C	3	7/15/2022	
3	Orrs Station Road	0.740	\$ 204,630.00	17	F	2	11/30/2021	
3	Pall Mall Road	0.110	\$ 75,251.00	2	F	3	11/30/2021	Connected to Orr's Station Rd
3	Sunshine Lane	0.610	\$ 122,000.00	6	F	1	9/1/2020	Connected to Orr's Station Rd
3	Ballindam Road	0.230	\$ 122,500.00	8	F	3	9/1/2020	Connected to Orr's Station Rd
4	Beacham Street	0.120	\$ 68,000.00	6	F	1	11/30/2021	
4	Connor Rd	1.820	\$ 687,901.00	19	F	3	4/14/2022	
5	Hopps Road	0.940	\$ 180,000.00	18	F	1	6/30/2020	
5	Shoreview Drive	0.150	\$ 89,554.00	4	F	1	11/30/2021	Connected to Hopps Rd
5	Rippling Brooke Dr	0.590	\$ 202,189.00	17	D	2	7/15/2022	
6	Lockshire Street	0.120	\$ 73,588.00	6	F	2	11/30/2021	
6	Rice Street	0.120	\$ 66,353.00	8	F	3	11/30/2021	
			<b>\$ 2,486,954.00</b>	<b>Total Cost</b>				

**Total amount spent in each district (County Roads Only)**

1	\$ 333,225.00
2	\$ 261,763.00
3	\$ 524,381.00
4	\$ 755,901.00
5	\$ 471,743.00
6	\$ 139,941.00

**CHESTER COUNTY ROADS TO BE PAVED WITH ONE-TIME MONEY FROM 2022 AND 2023 ANNUAL ALLOTMENT**

**2022 ONE-TIME FUNDING FROM STATE FOR PAVING ONLY SCDOT ROADS AMOUNT ALLOTTED TO Chester County - \$3,325,000.00**

**SCDOT ROADS**

- Category 1 Minor Patching and resurfacing
- Category 2 Major Patching and resurfacing
- Category 3 Rehabilitate base and resurface
- Category 4 Dirt

<b>AMENDED TOTAL</b>	<b>\$4,888,500.00</b>
<b>TOTAL COST ESTIMATES</b>	<b>\$4,999,092.00</b>

**These are the roads already selected by Council to be paved with One-Time Money in 2023**

District	Road Name	Length in miles	Estimated Cost	Scale	Category	Date Submitted	Comments
2	Dearborn Street S-20	0.67	\$725,000.00	D	3	10/19/2020	To be paved in 2023
4	Pilgrim Road S-840 (west 2.00 Miles)	2.00	\$617,452.00	F	3	10/28/2020	To be paved in 2023
6	Lily St S-815	0.07	\$45,157.00	D	3	5/3/2022	To be paved in 2023
6	Wright St S-886	0.06	\$41,878.00	D	3	5/3/2022	To be paved in 2023
6	Henry Woods St S-452/Torbit St S-291	0.37	\$201,010.00	D	3	5/3/2022	To be paved in 2023
1	Hicklin Bridge Road S-326	1.48	\$881,641.00	F	3	11/30/2021	To be paved in 2023
			<b>\$2,512,138.00</b>	<b>Total Cost</b>			



*Chester County, South Carolina*

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

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**Date:** August 15, 2022

**To:** County Council

**From:** Susan M. Cok

**Subject:** Approval of Bid – Carlisle White Road Bridge Repair Project

Chester County Council Members,

On July 13, 2022, the Purchasing Office and Public Works Dept. issued RFB 20-46.16. The bids were opened on Aug. 4, 2022. There was one (1) bid received and our recommendation is to award the bid to E&D Contractor Services out of Savannah, GA in the amount of \$102,436.00.

Respectfully,

*Susan M. Cok*

Susan M. Cok,  
Director of Contracts and Procurement




**Certified Bid Tabulation**  
**Carlisle White Road Bridge Repair**  
**RFB 20-46.16**  
**Thursday, August 4, 2022, 2:00 PM**



**E & D Contractor Services**

ITEM	DESCRIPTION	UNIT	QUANTITY	E & D Contractor Services					
				UNIT PRICE	EXTENDED PRICE				
1	Mobilization	LS	1	\$9,500.00	\$9,500.00				
2	Traffic Control	LS	1	\$18,000.00	\$18,000.00				
3	Bonds and Insurance	LS	1	\$4,500.00	\$4,500.00				
4	Composite Fiber Wrap	SF	50.8	\$490.00	\$24,892.00				
5	Concrete Beam Repair	LS	1	\$40,264.00	\$40,264.00				
6	Permanent Construction Signs	SF	96	\$55.00	\$5,280.00				
				<b>TOTAL</b>	<b>\$102,436.00</b>				
				<b>Ranking</b>	<b>1</b>				

The signature below certifies that the bids tabulated herein are an accurate summary of the bids received and that any discrepancies have been identified and corrected. Based on the bid tabulations herein, E & D Contractor Services, Inc. is the lowest responsive bidder.

Signature 
 \_\_\_\_\_  
 William L. Coleman, Jr.  
 Project Manager

Date 8/4/2022



# CHESTER COUNTY COUNCIL MEETING

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Monday, August 15th, 2022 at 6:00 PM**

### **Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
  - a. July 18<sup>th</sup>, 2022 Council Minutes
  - b. August 9<sup>th</sup>, 2022 Special Called Council Minutes.
- 4. Citizen Comments**
- 5. Ordinances/Resolutions/Proclamations**
  - a. **2<sup>nd</sup> Reading 2022-15** Authorizing the Execution And Delivery Of An Infrastructure Credit Agreement Between Chester County, South Carolina, And Project Paper To Provide For The Provision Of Special Source Revenue Credits; And Other Related Matters.
  - b. **2<sup>nd</sup> Reading 2022-16** An Ordinance to create a deadline for the registration of bidders for individuals wanting to bid at the Chester County Delinquent Tax Sale.
- 6. Old Business**
  - a. Update on the County landfill expansion- Michael Wade.
  - b. **3<sup>rd</sup> Reading of CCMA22-05: Birdseye Renewable Energy request Tax Map # 144-00-00-022-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2).** *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*
  - c. **3<sup>rd</sup> Reading of CCMA22-06: Birdseye Renewable Energy request Tax Map # 155-00-00-025-000 on George Argus Road be rezoned from Rural Three (R3) to Rural Two (R2).** *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*
  - d. **3<sup>rd</sup> Reading of CCMA22-07: Birdseye Renewable Energy request Tax Map # 144-00-00-021-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2).** *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*

e. **3rd Reading of CCMA22-08:** Birdseye Renewable Energy request Tax Map # 155-00-00-039-000 on Thraikill Road be rezoned from Rural Three (R3) to Rural Two (R2). *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*

f. **3rd Reading of CCMA22-09:** Birdseye Renewable Energy request Tax Map # 144-00-00-019-000 on Thraikill Road be rezoned from Rural Three (R3) to Rural Two (R2). *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*

g. **3rd Reading of CCMA22-10:** Birdseye Renewable Energy request Tax Map # 144-00-00-018-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2). *Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council.*

h. **FROM CCTC:**

1. Approval of change order request for 2022 roads approved by Council for paving.
2. Approval of expenditure for lighting project.
3. Approval of 2023 Road Improvement Recommendations.
4. Approval of Bid RFB 20-46.16 Carlisle White Road Bridge Repair to E&D Contractor Services in the amount of \$102,436.00.

**7. New Business**

a. 2022-2023 ATAX Recommendations- ATAX Chairperson Cheryl Addison.

b. Project Updates with Alliance Engineering. Robert Hall.

c. **1st Reading of CCMA22-12:** George Wilmore request Tax Map # 160-03-01-008-000 on Louise Drive to be rezoned Multi-Family Residential District (RG-1) to General Residential District (RG-2). *Planning Commission voted 7-0 to approve.*

d. **1st Reading of CCMA22-13:** James Alex Shelton and Austin Taylor Rhodes request Tap Map # 080-01-02-001-000 on Transportation Drive to be rezoned Multi-Family Residential District (RG-1) to Limited Industrial District (ID-2). *Planning Commission voted 7-0 to approve with a reverter clause if the trucking company stopped being a trucking business the property would revert back to RG1 Multi Family Residential zoning.*

e. Council to consider approving the Sheriff's Office to enter into a contract with the SC Department of Mental Health to allow a clinical therapist to work in the Detention Center. Sheriff Dorsey.

**8. Executive Session**

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

**9. Council Actions Following Executive Session**

- a. Action taken regarding the hiring of the County Administrator.

**10. Council Comments**

**11. Adjourn**

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

↓ \*\*\*PUBLIC NOTICE\*\*\* ↓

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

**Guidelines for Addressing Council**

**Citizens Comments:**

- Each citizen will be limited to three minutes.

**Public Hearings:**

- Each speaker will be limited to a three-minutes.

**When introduced:**

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

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

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

# CHESTER COUNTY COUNCIL MEETING MINUTES

## R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, July 18<sup>th</sup>, 2022 at 6:00 PM

**Present:** Vice Chairman Branham, Councilman Jordan, Councilman Vaughn, Councilman Wilson, Councilman Killian and County Attorney Winters. Councilwoman Guy came into the meeting at 6:04 pm. **Absent:** Interim Chairman Dr. Frederick, and Clerk to Council Lee.

1. **Call to Order**-Vice Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation**- Pledge was recited in unison: Vice Chairman Branham gave the invocation.
3. **Approval of Minutes**
  - a. **July 5<sup>th</sup>, 2022 Council Minutes.**  
Councilman Wilson motioned to approve, second by Councilman Killian. Vote 5-0 to approve.

#### 4. **Citizen Comments**

Raymond Carter of 881 Yarbrough Road stated his topic was justice reform of people resigning from positions in the county from the bad things they've done.

Jamie Walton, 2470 Fishing Creek Church Road stated two years ago a fire station was approved to be built in the Lewis Fire District and nothing has happened. If and when this is built, he said this would be a tremendous amount of insurance savings for homeowners and first responders for emergencies and fire. He had a petition signed by 51 people with two thirds of them that lived in the Lewis Fire District.

#### 5. **Public Hearing** – Vice Chairman Branham opened the public hearing.

a. **3<sup>rd</sup> Reading of Ordinance 2022-13- Clarifying Ordinance No. 2018-11, Which Provides For the Allocation of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.** No one signed up to speak. Vice Chairman Branham closed the public hearing.

#### 6. **Ordinances/Resolutions/Proclamations**

a. **3<sup>rd</sup> Reading of Ordinance 2022-13- Clarifying Ordinance No. 2018-11, Which Provides For the Allocation of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.** Bond Attorney Michael Kozlarek stated this ordinance would clarify and amend the 2018 ordinance that provided for the distribution of fee in lieu of tax revenues. Two items were raised after the adoption of that ordinance, the first he stated was what would happen with any pre-existing fee in lieu of tax projects that were expanded or the fee benefit was extended. The intent as he understood it from Council in 2018 was that any project that was in place prior to the enactment of that ordinance would be covered including any

expansion or extension. That was if a project was subjected to a fee agreement in 2017. He said for an example that fee agreement was extended by Council the intent was that the extension would also be prior to the 2018 ordinance and would not be subject to a new distribution which was clarified in this new ordinance. The additional item was 5% rather than the 4% of the fee in lieu of tax revenue going to the fire district in which the project would be located and has been updated in this ordinance. He stated there were no other changes that he was aware of with the respect of the 2018 ordinance. Councilman Vaughn motioned to approve, second by Councilman Jordan. Councilman Vaughn stated the public should know the reason why this was being done was the situation of the fire services in the county where the 5% percent would help fire departments hire paid employees. Vote 6-0 to approve.

**b. 2<sup>nd</sup> Reading of Ordinance 2022-14- An Ordinance to authorize a referendum to permit Chester County to partner on Sewer and Treatment Services in unserved areas of the County.** Councilman Jordan motioned to approve, second by Councilman Vaughn. Attorney Winters stated this ordinance request a referendum to be put on the ballot in November to permit Chester County to partner on sewer and treatment services in unserved areas of the County. The County would partner with whether it would be a special purpose district or someone who has the authority to form these kinds of systems. This would give the County the authority to do this since the County is not in the sewer business.

Councilman Wilson asked if Attorney Winters would read the ballot question that is on the ordinance.

Attorney Winters stated as she had told Council before this has to be approved by the State, so the language may change between this reading and the next reading. She had submitted it to the State for review and currently it read: Should Chester County be authorized to form a joint sewer system with another authority to plan finance, develop, construct, improve, enlarge, sell, lease, maintain and operate a system to service the needs of areas not currently served. She stated the referendum would then ask the question yes or no and that would be how the voter would respond.

Councilman Wilson stated currently as it now stands Chester County cannot engage in any matters related to sewer, the County could potentially fund sewer projects through grants which have been done in the past but there was no ability to own any part of a sewer service. This referendum would open the door to allow Chester County to have additional options in hopes of benefiting and expanding sewer services in the County. He said to be accurate, by law Chester County would not be able to encroach on any service areas such as CWR (Chester Wastewater Recovery).

Attorney Winters stated that was correct and it was not unusual for a County to partner with another entity to create a joint authority and this was for areas that are not currently served. Vote 6-0 to approve.

**c. Resolution 2022-8 A Resolution to Support Amendment to Catawba Regional Council Of Governments Operating Agreement.** Attorney Winters stated Council had concerns about this resolution at the last meeting. The concerns were addressed in the eight-page memorandum from the COG. The COG had discussed changing their governing documents and bylaws along with their operating agreement. The COG represents Lancaster, Chester, York and Union Counties and have asked all four counties to approve the changes to their bylaws and operating agreement. She stated the operating agreement did not affect Chester County, it did affect York County because of the unprecedented growth York County has had where Chester County has experienced growth but not the way York County had. Because of the way York County had changed in population the operating agreement and bylaws allowed for York County to have a seat on the executive committee table. But they lost five seats at the general board table. She stated the dues went up but that happens. The operating agreement did carve out a seat at the table for a city representative and would affect the city but didn't affect the County. Councilman Vaughn motioned to approve, second by Councilwoman Guy. Vote 6-0 to approve.

d. **1<sup>st</sup> Reading in Title only An Ordinance to create a deadline for the registration of bidders for individuals wanting to bid at the Chester County Delinquent Tax Sale.** Attorney Winters stated last year at the tax sale there was some confusion, some folks who came to the tax sale did not realize they had to pre-register and at the time there was nothing in writing as far as an ordinance. They were some attorney general opinions that the County has to make sure the County is not precluding the public, but the County was permitted to have rules and regulations for tax sales. On the day of tax sale, it can be chaotic for staff, they try to make sure everyone is registered. She had spoken to Susie Elms, Delinquent Tax Sales Director who asked if there could be some structure to the registration, this is where the ordinance comes in.

Treasurer Tommy Darby stated the County needs to formalize the procedure; the summary Attorney Winters gave was accurate. It would be impossible to register a bidder on the day of the tax sale. This ordinance would formalize the procedure to put a date of what the deadline date would be.

Vice Chairman Branham asked if the tax sale was advertised, and what was the deadline date for this year.

Attorney Winters stated yes, it was advertised when the date of the sale was advertised.

Treasurer Darby stated the deadline for this year was December 2<sup>nd</sup>, the Friday before the tax sale and the deadline to pay before the tax sale. The tax sale would take place on December 5<sup>th</sup> of this year. The properties are advertised three weeks prior to the sale, that information was put in the advertisement and was also posted on the county website. They haven't had many problems in the past they just want to clean up the procedure to eliminate those that walk in during the sale. Councilman Wilson motioned to approve, second by Councilman Jordan. Vote 6-0 to approve.

## 7. Old Business

a. **2<sup>nd</sup> Reading of CCMA22-05: Birdseye Renewable Energy request Tax Map # 144-00-00-022-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilwoman Guy. Vote 6- 0 to approve.**

b. **2<sup>nd</sup> Reading of CCMA22-06: Birdseye Renewable Energy request Tax Map # 155-00-00-025-000 on George Argus Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilman Wilson. Vote 6-0 to approve.**

c. **2<sup>nd</sup> Reading of CCMA22-07: Birdseye Renewable Energy request Tax Map # 144-00-00-021-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with**

*final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilman Vaughn. Vote 6-0 to approve.*

**d. 2<sup>nd</sup> Reading of CCMA22-08: Birdseye Renewable Energy request Tax Map # 155-00-00-039-000 on Thraikill Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilman Killian. Vote 6-0 to approve.**

**e. 2<sup>nd</sup> Reading of CCMA22-09: Birdseye Renewable Energy request Tax Map # 144-00-00-019-000 on Thraikill Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilwoman Guy. Vote 6- 0 to approve.**

**f. 2<sup>nd</sup> Reading of CCMA22-10: Birdseye Renewable Energy request Tax Map # 144-00-00-018-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2). Planning Commission voted 4-1 to approve the rezoning as it's been requested with a reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make the solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council. Councilman Jordan motioned to approve with an additional reverter clause once Birdseye was up and running if for any reason, they cease operation as a solar farm it would revert back to R3, second by Councilman Vaughn. Vote 6-0 to approve.**

**8. Executive Session-Councilwoman Guy motioned to go to executive session, second by Councilman Killian. Vote 6-0 to approve.**

- a. To receive legal advice regarding Project Paper. Attorney Winters.
- b. To receive legal advice regarding Project 2242. Attorney Winters.
- c. To receive legal advice regarding Project 2187. Attorney Winters.
- d. To receive legal advice regarding the use of County property. Interim Chairman Dr. Frederick.
- e. To receive legal advice regarding the Sheriff's Office. Attorney Winters.

**9. Council Actions Following Executive Session Councilwoman Guy motioned to go back to regular session, second by Councilman Jordan. Vote 6-0 to approve.**

- a. **Action taken regarding Project Paper.** Councilman Vaughn motioned to approve first reading in title only for an ordinance authorizing the execution and delivery of infrastructure created agreement between Chester County and Project Paper to provide for the provision of SSRC and other related matters, second by Councilman Killian. Vote 6-0 to approve.
- b. **Action taken regarding Project 2242.** Taken as information.
- c. **Action taken regarding Project 2187.** Taken as information.
- d. **Action taken regarding the use of County property.** Taken as information.
- e. **Action taken regarding the Sheriff's Office.** Taken as information.

**10. Council Comments**

Councilman Wilson stated his condolences went out to the family of Jilson Sorrell who passed away last Friday. Jilson was an appointee to the Accommodations Tax Advisory Board and served on the North Chester Fire District Board. He was a big part of Lowrys community and watched all the Council meetings.

Councilwoman Guy stated her prayers went out to his family and she had worked with him at the hospital and knew him well.

Vice Chairman Branham also stated his prayers went out to his family and knew him also.

- 11. Adjourn-** Councilman Vaughn motioned to adjourn, second by Councilwoman Guy. Vote 6-0 to 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.



# **SPECIAL CALLED CHESTER COUNTY COUNCIL MEETING MINUTES**

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

1476 J.A. Cochran Bypass Chester, SC 29706

**Tuesday, August 9<sup>th</sup>, 2022 at 6:00PM**

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

**Absent:** Councilman Killian.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Public Hearing-** Interim Dr. Chairman Frederick opened the public hearing.
  - a. **3<sup>rd</sup> Reading of Ordinance 2022-14- An Ordinance to authorize a referendum to permit Chester County to partner on Sewer and Treatment Services in unserved areas of the County.**

Philip Thompson King, Angela Douglas and John Agee, were all opposed to the ordinance.

Mr. King stated he wanted more information regarding joint authority, referendum answers proposal to the ordinance where it stated planning, finance and development. They had previously asked for a workshop with Council and asked if the third reading could be tabled.

Ms. Douglas also asked Council to table until a workshop could be scheduled to get more information.

John Agee stated if existing properties with septic tanks had issues, by law they would have to attach to public water and sewer.

Interim Chairman Frederick closed the public hearing.

3. **Ordinances/Resolution/Proclamations**
  - a. **3<sup>rd</sup> Reading of Ordinance 2022-14- An Ordinance to authorize a referendum to permit Chester County to partner on Sewer and Treatment Services in unserved areas of the County. Councilman Jordan motioned to approve, second by Councilman Vaughn.**

Councilwoman Guy asked what the date deadline was to have the ordinance to the state.

Attorney Winters stated August 15<sup>th</sup>.

Councilwoman Guy stated she would like to try and hold a workshop before the 15<sup>th</sup> to answer any questions.

Vice Chairman Branham stated the key word in the ordinance was to partner with the sewer district, Council was not trying to take over water and sewer in the County in no way shape or form. Council wants to build a better relationship.

Councilman Jordan stated with the growth the County has had along with industrial business in the county there was a need to open areas like West Chester and Lowrys. He saw this as a partnership with Chester Wastewater.

Councilman Vaughn agreed.

Councilwoman Guy stated she understood the reasons this was being done but wished a workshop would have been held.

Councilman Wilson stated this would be on the November election ballot and would not be any extra cost. He said the County was not in the sewer business. His intentions were to partner and not create something from nothing.

**4. Executive Session**

Councilman Wilson motioned to go to executive session, second by Vice Chairman Branham. Vote 5-0 to approve.

- a. To receive legal advice regarding ARPA money. - Attorney Winters.

**5. Council Actions Following Executive Session**

Councilwoman Guy motioned to go back to regular session, second by Councilman Vaughn. Vote 5-0 to adjourn.

- a. **Action taken regarding legal advice of APRP money.** Taken as information.

**6. Adjourn**

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



**CHESTER COUNTY  
ORDINANCE NO. 2022-15**

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
INFRASTRUCTURE CREDIT AGREEMENT BETWEEN CHESTER  
COUNTY AND [PROJECT PAPER] TO PROVIDE FOR THE PROVISION  
OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RLEATED  
MATTERS.**

WHEREAS, Chester County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act allows such property to be eligible for incentives to offset payments in lieu of taxes;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against payments in lieu of taxes (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, [Project Paper] (“Company”) desires to expand a manufacturing facility in the County that is anticipated to result in a capital investment of approximately \$3,200,000 (“Project”);

WHEREAS, the County has previously entered into a multi-county industrial park agreement with York County (“Park Agreement”), and upon information and belief, the Park Agreement encompasses the real property on which the Project is to be located, which is described on Exhibit A to this Ordinance (“Property”), making the Project eligible for Infrastructure Credits;

WHEREAS, the County and the Company further desire to enter an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit B to this Ordinance (“Agreement”), to provide Infrastructure Credits against certain of the Company’s payments in lieu of taxes with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

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

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

- (a) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (b) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and
- (c) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

**Section 2. *Park Boundaries.*** To the best of the Company's and the County's knowledge, the Property is located in the Park, provided, however, to the extent the Property is not located in the Park, the enlargement of the boundaries of the Park is approved pursuant to section 1.01(a) of the Park Agreement.

**Section 3. *Authorization of Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Agreement is authorized, ratified, and approved.

**Section 4. *Approval of Form of Agreement.*** The form of the Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Agreement were set out in this Ordinance in its entirety. The Interim Chairman of the County Council/County Supervisor, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Agreement in the name of and on behalf of the County, and to cause the executed Agreement to be delivered to the Company. Fee Agreement is to be in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

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

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

Section 7. ***Effectiveness.*** This Ordinance is effective after its public hearing and third reading.

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

**CHESTER COUNTY, SOUTH CAROLINA**

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Interim Chairman/Supervisor  
Chester County Council

(SEAL)  
ATTEST:

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Clerk to Council

First Reading: July 18, 2022  
Second Reading: August 15, 2022  
Public Hearing: September 6, 2022  
Third Reading: September 6, 2022

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

Tax Map No. []

Also known as: [physical address]

**EXHIBIT B**  
**FORM OF [ ] AGREEMENT**



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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**CHESTER COUNTY, SOUTH CAROLINA**

**and**

**PROJECT PAPER**

**Effective as of: September 6, 2022**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of September [], 2022 (“Agreement”), is entered into by and between CHESTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT PAPER (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act allows such property to be eligible for certain incentives to offset payments in lieu of taxes;

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against payments in lieu of taxes (“Infrastructure Credits”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, Project Paper (“Company”) desires to expand a manufacturing facility in the County that is anticipated to result in a capital investment of approximately \$3,200,000 (“Project”);

WHEREAS, the County has previously entered into a multi-county industrial park agreement with York County that encompassed the Project (“Park Agreement”), and as such, the Project is exempt from *ad valorem* property taxes and subject to payments in lieu of taxes, which payments are eligible for Infrastructure Credits; and

WHEREAS, pursuant to an Ordinance of even date herewith, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s payments in lieu of taxes with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

### ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Project in the Park;

(f) If the Project is not properly included in the Park or in another multi-county industrial park at any time during the term of the Infrastructure Credits, the County will exercise commercially reasonable efforts to add the Project to a multi-county industrial park and to ensure that the Project remains in a multi-county industrial park for the duration of such term.

(g) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. Representations and Covenants by the Company.** The Company represents and covenants to the County as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it.

(b) The Company will use commercially reasonable efforts to continuously operate a manufacturing facility in the County.

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. Operation of Manufacturing Facility.** The Company intends to operate a manufacturing facility in the County.

### **Section 2.2. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's payments in lieu of taxes due with respect to investments in the Project placed in service during the period beginning on January 1, 2021, and ending on December 31, 2025, ("Investment Period"). During the Investment Period, the Company shall invest no less than \$3,167,654 in real and personal property that would otherwise be subject to *ad valorem* property taxes but for the execution and delivery of this Agreement. Such investment shall be reported on a separate "Schedule A" on the Company's annual PT-300 (or successor) filing. The Infrastructure Credits shall equal 39% of the payments in lieu of taxes due each year for 6 years ("SSRCs" or "Infrastructure Credits") beginning with the payment due on or before January 15, 2023. The Infrastructure Credits shall apply to reduce the payments in lieu of taxes otherwise due.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall reduce the payments in lieu of taxes by the amount of the applicable Infrastructure Credit(s) for such year in calculating the net amount of the payments in lieu of taxes due from the Company.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE PAYMENTS IN LIEU OF TAXES MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY 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 ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability on the County or any charge on 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 payments received from the Company. The County shall not be required to provide any Infrastructure Credit except with respect to the payments received from the Company pursuant to this Agreement.

**Section 2.3 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**Section 2.4 Clawback.** If the Company does not invest \$3,167,654 in the County within the Investment Period, the Company shall repay an amount equal to the product of the SSRCs received to date and the “Reduction Factor,” and the Company shall reduce any remaining SSRCs by the “Reduction Factor,” which shall be calculated as follows:

Reduction Factor = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Investment Achieved Within Investment Period / \$3,167,654

Provided, in any subsequent year in which the Investment Achievement Percentage is higher, the Company may submit a written certification to the County on or before June 30 of the year for which Infrastructure Credits are claimed, and the Infrastructure Credits shall be reset (for that year only) at the product of the SSRCs and the Reduction Factor that is calculated by utilizing such higher Investment Achievement Percentage.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a payment in lieu of tax on or before the date for which an *ad valorem* tax payment would be due without penalty;

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be

remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default has occurred and is continuing, then the non-defaulting party may take any one or more of the following remedial actions:

(i) terminate the Agreement; and/or

(ii) take whatever action at law or in equity, including bringing an action for specific performance, as may appear appropriate.

**Section 3.3. Reserved.**

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on at least three business days' prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the

County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an “Affiliate” of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder. An “Affiliate” of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. 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 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 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Chester County, South Carolina  
Attn: County Supervisor  
Post Office Box 580  
Chester, SC 29706

with a copy to:  
(which shall not  
constitute notice) King Kozlarek Law LLC  
Attn: Michael Kozlarek  
Post Office Box 565  
Greenville, SC 29602-0565  
michael@kingkozlaw.com

if to the Company: Project Paper  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

with a copy to:  
(which shall not  
constitute notice) Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, SC 29211-1889  
wjohnson@hsblawfirm.com

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

**Section 4.8. *Administrative Expenses.*** The Company shall reimburse the County for its expenses, including, but not limited to reasonable attorneys' fees, related to (i) review and negotiation, execution, and delivery of this Agreement, and/or (ii) review and negotiation, execution, and delivery of any other documents related to the Project or the Infrastructure Credits, in an amount not to exceed \$3,000.00.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10. *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. *Amendments.*** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. *Waiver.*** Either Party may waive compliance by the other Party 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 4.16. *Termination.*** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding payments in lieu of taxes due on the Project pursuant to the terms of this Agreement.

**Section 4.17. *Business Day.*** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

**CHESTER COUNTY, SOUTH CAROLINA**

---

Dr. Wylie Frederick  
Interim Chairman/Supervisor  
Chester County Council

(SEAL)  
ATTEST:

---

Clerk to Council

***[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]***

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**PROJECT PAPER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*



STATE OF SOUTH CAROLINA

)

Ordinance No. 2022-16

)

COUNTY OF CHESTER

)

**AN ORDINANCE TO PROVIDE FOR PROCEDURES FOR BIDDERS AT THE CHESTER COUNTY DELINQUENT TAX SALE**

**WHEREAS**, South Carolina Code §12-51-40 et seq., as amended provides for the alternate procedure for the collection of property taxes; and

**WHEREAS**, the Chester County Delinquent Tax Collector conducts the delinquent tax sale in accordance with this procedure; and

**WHEREAS**, the delinquent tax sale is a full day of activity for the sale of properties and certain procedures need to be adopted to eliminate confusion or undue burden on an already small staff; and

**WHEREAS**, to avoid such confusion and undue burden, a preregistration process should be adopted to ease the burden and to further legislative intent; and

**WHEREAS**, any such process would apply only to those wishing to bid on delinquent tax sale properties and not to the general public who wishes to attend; and

**WHEREAS**, any one wishing to bid on delinquent tax sale properties will be able to register at any time up to 5:00 p.m. on the Friday preceding the delinquent tax sale; and

**WHEREAS**, on Friday at 5:00 p.m. preceding the delinquent tax sale, registration for bidders will be closed; and

**WHEREAS**, this procedure is not arbitrary nor does it prevent public participation in the auction, and comports with South Carolina Code §12-51-50 et seq.

**Ordinance No. 2022-16**

**NOW THEREFORE BE IT ORDAINED THAT:**

The County does by and through this ordinance authorize the process for registration for the Chester County delinquent tax sale to provide for registration at any time up to 5:00 p.m. on the Friday preceding the delinquent tax sale, after which the registration shall close.

This ordinance shall take effect upon adoption.

Adoption this \_\_\_\_ day of \_\_\_\_\_, 2022

1<sup>st</sup> Reading: July 18, 2022  
2<sup>nd</sup> Reading: August 15, 2022  
3<sup>rd</sup> Reading: September 6, 2022  
Public Hearing: September 6, 2022

---

Dr. Wylie Frederick, Interim Supervisor  
Chester County Council

---

Karen Lee  
Clerk to Council

DESIGNATION	ELEV. TOP PVC	ELEV. CONC. BASE	WELL DEPTH	LATITUDE N	LONGITUDE W	TO WATER FROM TOC	POTENTIOMETRIC SURFACE ELEVATION
MW	497.41	495.28		34°40'24"	81°04'41"		
MW-1R	454.35	451.80	25'	34°40'44"	81°04'51"	31.35'	423.00
MW-2R	430.80	428.08	45'	34°40'49"	81°04'51"	5.70'	425.10
MW-3R	516.87	514.24	40'	34°40'28"	81°04'32"	41.88'	485.48
MW-3RR	517.11	515.61	55'	34°40'27"	81°04'32"	43.08'	485.65
MW-4R	448.14	445.84	49'	34°40'47"	81°04'29"	25.40'	422.74
MW-5R	448.13	446.62	45'	34°40'51"	81°04'45"	11.33'	431.81
MW-6	441.66	438.93	27'	34°40'40"	81°04'51"	11.28'	430.38
MW-7	459.98	457.04	17'	34°40'30"	81°04'47"	4.50'	455.49
MW-8	493.05	490.40	35'	34°40'48"	81°04'35"	59.38'	434.27
MW-9	431.27	428.89	51'	34°40'44"	81°04'55"	15.62'	468.74
MW-10	490.04	486.77	24'	34°40'26"	81°04'49"	21.30'	468.74

DESIGNATION	ELEV. TOP PVC	ELEV. CONC. BASE	LATITUDE N	LONGITUDE W
GMW-1	429.35	429.35	34°40'49"	81°04'50"
GMW-1R	453.67	451.01	34°40'48"	81°04'52"
GMW-2	447.98	445.00	34°40'40"	81°04'50"
GMW-2R	461.93	459.45	34°40'41"	81°04'54"
GMW-3R	487.71	485.39	34°40'36"	81°04'54"
GMW-4R	488.01	485.11	34°40'31"	81°04'52"
GMW-5A	501.21	498.53	34°40'23"	81°04'39"
GMW-5B	500.99	498.33	34°40'23"	81°04'39"
GMW-6A	513.38	510.67	34°40'23"	81°04'36"
GMW-6B	513.42	510.62	34°40'23"	81°04'36"
GMW-7A	491.02	488.52	34°40'35"	81°04'30"
GMW-7B	491.22	488.42	34°40'35"	81°04'30"
GMW-8	489.93	487.02	34°40'41"	81°04'28"
GMW-9	448.68	446.07	34°40'43"	81°04'30"
GMW-10AR	--	--	34°40'52"	81°04'39"
GMW-10BR	--	--	34°40'52"	81°04'40"

**SURVEY INFORMATION**

- ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM. BENCHMARK REFERENCE IS USGS MON. "WHITE 1934" (NAD 1929).
- TOPOGRAPHY SHOWN IS AN AERIAL TOPOGRAPHY REFLECTING MARCH 2001 FIELD CONDITIONS.
- TW-7, TW-8, AND TW-9 LOCATIONS FIELD ADJUSTED BY C&S CONSULTANTS AND ARE NOT TO BE USED FOR REFERENCE.

**GENERAL NOTES**

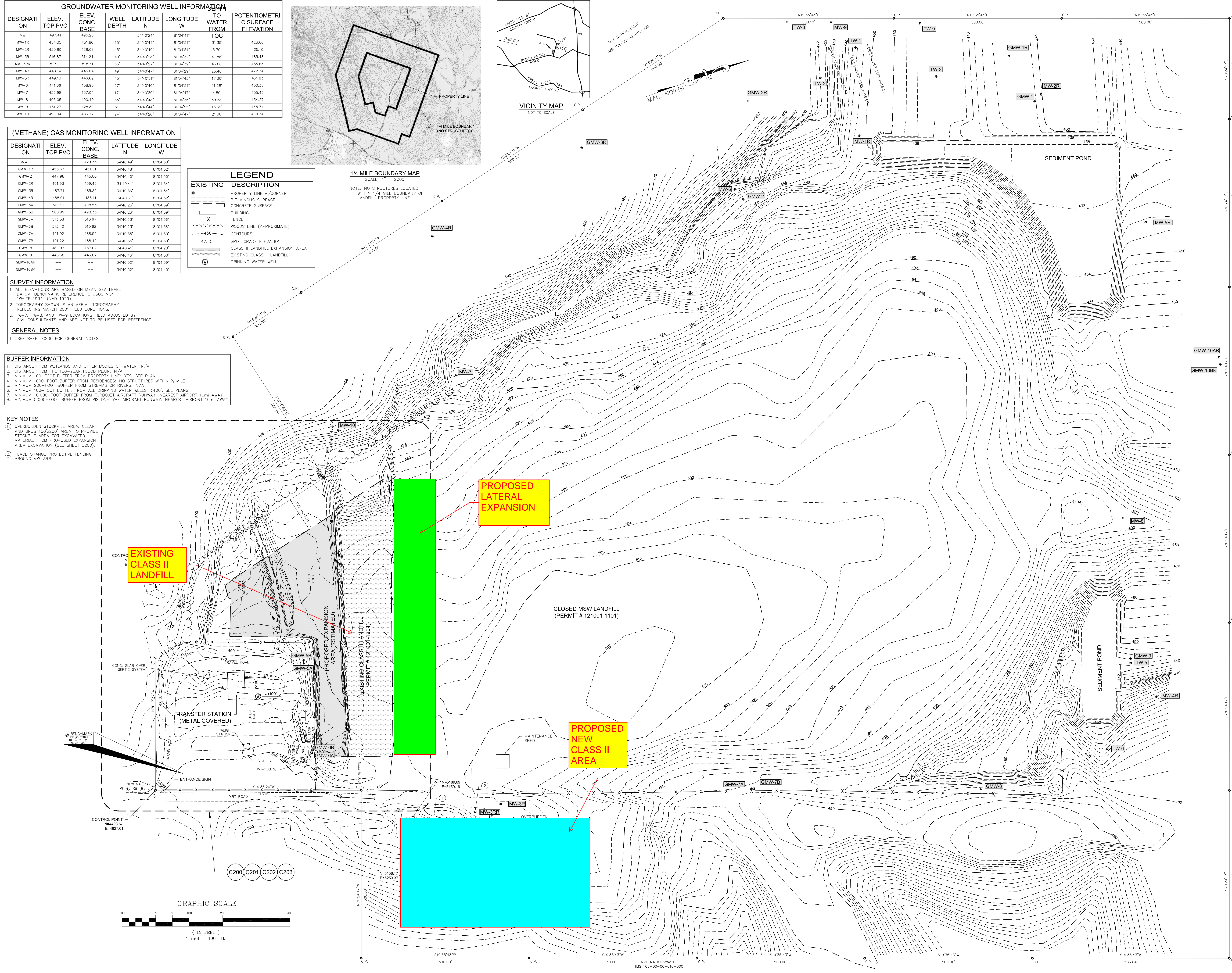
- SEE SHEET C200 FOR GENERAL NOTES.

**BUFFER INFORMATION**

- DISTANCE FROM WETLANDS AND OTHER BODIES OF WATER: N/A
- DISTANCE FROM THE 100-YEAR FLOOD PLAIN: N/A
- MINIMUM 100-FOOT BUFFER FROM PROPERTY LINE: YES, SEE PLAN
- MINIMUM 1000-FOOT BUFFER FROM RESIDENCES: NO STRUCTURES WITHIN 1/4 MILE
- MINIMUM 200-FOOT BUFFER FROM STREAMS OR RIVERS: N/A
- MINIMUM 100-FOOT BUFFER FROM ALL DRINKING WATER WELLS: >100', SEE PLANS
- MINIMUM 10,000-FOOT BUFFER FROM TURBOJET AIRCRAFT RUNWAY; NEAREST AIRPORT 10mi AWAY
- MINIMUM 5,000-FOOT BUFFER FROM PISTON-TYPE AIRCRAFT RUNWAY; NEAREST AIRPORT 10mi AWAY

**KEY NOTES**

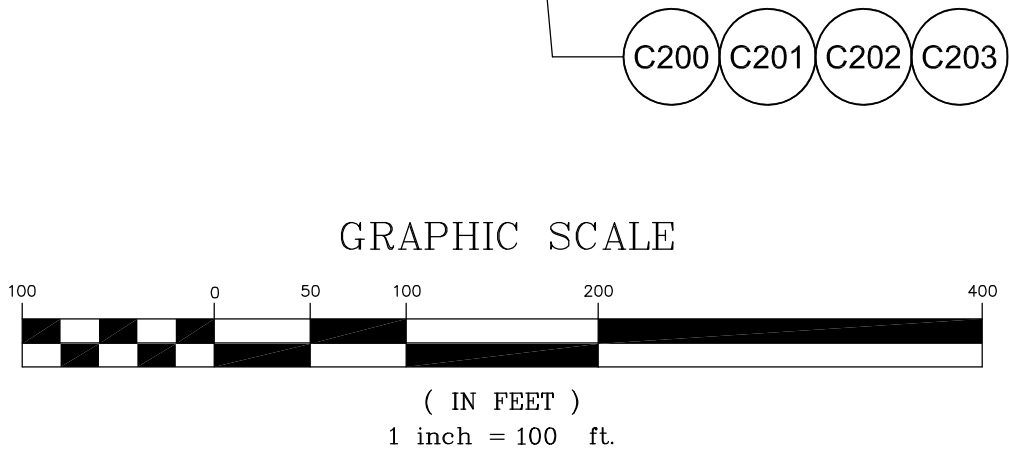
- OVERBURDEN STOCKPILE AREA, CLEAR AND GRUB 100'x200' AREA TO PROVIDE STOCKPILE AREA FOR EXCAVATED MATERIAL FROM PROPOSED EXPANSION AREA EXCAVATION (SEE SHEET C200).
- PLACE ORANGE PROTECTIVE FENCING AROUND MW-3RR.



EXISTING CLASS II LANDFILL

PROPOSED LATERAL EXPANSION

PROPOSED NEW CLASS II AREA



Mar 02, 2012 - 11:35am S:\05009 Chester CAD Landfill\05009\022812\05009-Chester Landfill.dwg

**RB TODD**  
CONSULTING ENGINEERS  
7450 Broad River Road, S.C. 29426  
Tel: 803.781.3141  
Fax: 803.781.3142  
www.rbtodd.com

SOUTH CAROLINA  
REGISTERED PROFESSIONAL ENGINEER  
NO. C03547

SOUTH CAROLINA  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 151310  
BRETT BRUCE TOLSON

PROJECT TITLE  
**CLASS II LANDFILL EXPANSION  
PERMIT No. 121001-1201  
CHESTER COUNTY SOLID WASTE  
MANAGEMENT FACILITY  
CHESTER COUNTY, SC**

DRAWING TITLE  
**OVERALL EXISTING  
CONDITIONS PLAN**

DRAWN BY: PJJ  
CHECKED BY: RBT  
FILE: 05009-CHESTER

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PROJECT NO. 05009  
DATE: 01 MAR. 2012  
DRAWING NO.  
**C100**



✓

**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: 6-21-2022 Case # CCMA 22-05 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a Special Exception in R-2.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Mt. Vernon Road

Tax Map Number: 144-00-00-022-000 Acres: 46

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): Birdseye Renewable Energy

Address 1125 E. Morehead St. Suite 202 Charlotte, NC 28204

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

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

Owner(s) if other than applicant(s): Carter Timber and Land, LLC

Address: 1490 Burl Ivy Way Hemphill, TX 75948

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

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

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

Owner's signature: [Signature] Date: 4/13/22

Applicant signature: [Signature] Date: 4/14/22

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

**Chester County Planning Commission Minutes**  
**June 21<sup>st</sup>, 2022**

1. **Call to Order – Chairman Raines called the meeting to order.**
2. **Quorum Established:** Chairman Robert Raines, Commissioners Marvin Grant, Carolyn Williams, Azzie Lee Hill and Joe Howell were present. **Absent:** Vice Chairman Nathan Smith and Nancy Walley. **Staff:** Mike Levister, Jaime Chappell, Karen Lee, and County Attorney Joanie Winters.
3. **Approval of Agenda-** Chairman Raines stated John Ross, applicant for Griffin Land Holdings LLC withdrew his request for consideration. Chairman Raines motioned to approve the agenda as presented except for Case number CCMA22-04 being withdrawn, second by Commissioner Howell. Vote 5-0 to approve.
4. **Approval of Minutes from May 17<sup>th</sup>, 2022, Meeting**  
Commissioner Howell motioned to approve, second by Commissioner Williams. Vote 5-0 to approve.
5. **New Business**
  - a. **Withdrew CCMA22-04:** John H. Ross for Applicant: Griffin Land Holdings, LLC request Tax Map # 106-00-00-121-000 on Hwy 9 and Hwy 909 be rezoned from (Rural Two) R2 to (Planned Development (PD)).
  - b. **CCMA22-05: Birdseye Renewable Energy Request Tax Map # 144-00-00-022-000 on Mt. Vernon Road be rezoned from Rural Three (R3) to Rural Two (R2).** Brooks Camp, project developer with Birdseye Renewable Energy. They are a Charlotte based solar farm developer. He gave a brief intro to Birdseye which was founded in 2009. They have been developing solar projects in the Carolinas and across the southeast. For the last 13 years, developed 45 projects in North and South Carolina, roughly 545 megawatts, and over 3000 acres of operational projects during that time and their success is really driven by attention to details. Careful, citing thoughtful development, and engagement with planning staff and with local communities is what they pride themselves on and this is there first project in Chester County. Really hoping that they can set a precedent for future solar developments in the area, our current request. Their current request is to rezone six parcels from R three to R two, because solar farms in Chester County are allowed as a special exception in rural two district. They respectfully request a recommendation of approval from you to the county council. And if approved the next steps would be to apply for a special exception to the Zoning Board of approvals. And along the way based on feedback from this body and from the council. We will be revising the site plan in order to best meet the needs of the community.

The project will be built on portions of seven parcels all those parcels are just north of Fort Lawn, South Carolina. And the actual project area that would be solar panels and, in a fence, line would be roughly 450 acres, so it will be broken up into a couple of different sections across those parcels. When completed, the total project would be 70 megawatts of power. And it will interconnect to the Duke 100 kV line that runs just there from Highway 21, I believe it is across Corbett Road north. And we expect construction to begin in early 2025. So that

that schedule depends somewhat on Duke Energy and how we move through their interconnection process. But at this point, that's what we're expecting. So, this project was cited, and the site plan was designed to mitigate as many impacts as possible to the surrounding community. We did have a community meeting on June 2, and we had some folks come out from the surrounding areas, had some really good discussions, people voiced some concerns, and we did revise the site plan that we originally submitted to you guys as a result of those conversations.

So, I'll go over the changes that were made in a few minutes. But in general, solar projects are quiet, safe, low to the ground, low traffic and passive uses when properly designed and properly constructed. And they really represent an opportunity for landowners to realize some revenue on land that would otherwise take a good bit of effort to cultivate and manage and it offers the county an opportunity to collect some additional tax revenue. So, we will be engaging with the county council to request a tax abatement, but we expect still our tax payments at the very lowest level to represent roughly 150 times the current tax payment under ag deferment.

All the parcels are owned by the Carter family under a couple of different entities, LLC, and a family trust. And so solar farms are permitted as a special exception in rural two district and there are very few differences between R two and R three. The R two designation will maintain the low-density development requirements that exist in R three. And any additional uses that would be allowed in the R two district also require a conditional use permit of some kind, so it doesn't really change the available uses significantly.

This is a compatible use to the Chester County 2020 2030 Comprehensive Plan and the future land use plan. Most of the surrounding area is rural two and with a few exceptions that are zoned ag represents a minor change to the zoning map and does maintain that low density rural character of the area. But just want to go over kind of what we think out that the design and development of a solar facility. There are three basic types of impact to surrounding properties from any kind of development. And that would be visual impact, noise impact, and smell. Solar farms do not emit any kind of fumes or noxious gases. There's no smell impact of any kind. Once construction is complete, the solar farm is low traffic, low noise, very low impact and what we've done to mitigate any visual or sound impact that may occur is first for the visual impact. We are including visual buffers vegetative buffers around all roadways and adjacent residential parcels and our minimum buffer will be 50 feet wide. And I'll go over the buffer types. We use wildlife permeable fencing, which is a little bit lower profile than your average chain link fence and kind of fits in blends into the background a little bit better. It also allows small wildlife to move in and out of the facility rather than rallying them through adjacent parcels. For the sound impact, there's not much sound emitted from a solar farm but there are pieces of electrical equipment that can emit noise. So, you know from learning from experience, what we've decided to do is first include the vegetative buffers once mature, those will present a strong physical impediment to any noise escaping from the facility, but we also locate our inverters which are the noise producing piece of equipment internal to the array, so we've committed to keeping at least 150 feet of solar modules between our inverters and the outside of that project.

So here you have a couple of different exhibits that show the two types of buffers that we plan to use on the Rutabaga project. So again, we're using a 50-foot minimum width, vegetative buffer and we I guess we submitted to you originally committing to 30-foot buffers,



and after discussing with the community and talking through their concerns, you know, the visual impact was on the top of the list as well. As wildlife corridors. So, in order to increase the concealment of the project, as well as to give wildlife a little more avenue to move through that area. We've increased our buffer width to 50 feet, and that's a minimum it does get larger than that in certain areas. And we will utilize this is a timber farm now. And our plan is to utilize existing vegetation anywhere that we can. So, where there is standing timber, we would come to an agreement with the Carter family and have them harvest inside of that 50-foot boundary but leave 50 feet of standing timber around the edges where we're showing buffers on our site plan. And that allows us to keep the general appeal of that forested roadway. And what we found is you leave a strip of standing mature trees on either side of that strip, you're going to have low growth regroups that sprouts up and kind of fills in the gaps between those trees because I'm sure you're all familiar with a well-managed timber farm. You can see a decent way back into the forest. If you allow sun underneath that canopy, you're going to get a lot of regrowth sprouting up and within a season or two, it's going to be very thick. So that has proven to be an effective visual buffer in our experience.

Our other strategy is something that we've worked with North Carolina Wildlife Federation Fish and Wildlife Service to develop a method called Managed regrowth and with that, we go into an area there are certain parcels on this project area that have already been timbered by the Carter family. So, there's no mature standing trees. And in those areas, we would supplement the natural regrowth of that area with some saplings, native species normally, you know, medium height, mature species but we plant them as smaller seedlings and that just supplements the natural regrowth of that native seed bank and allows that area to grow in and look more natural than say a prescribed Leyland Cypress buffer that from what we've seen in solar farms around the Carolinas if they plant six-foot material, it's already mature. And we do so for miles along a roadway. It just doesn't get done well it doesn't get irrigated well and a good bit of it dies. So, our answer to that problem is to work with nature. And then to allow the native plants to populate that buffer area and to give him a little kickstart with some sapling plants.

Chairman Raines asked how much of the acreage was currently being forested and how many years of service did they expect from the solar farm?

Mr. Camp stated the entire seven parcels that totaled 800 acres under timber management, some was harvested a few years ago. We're looking at these as 40-year lifetime facilities. But one of the most valuable pieces of this project will be the interconnection to that transmission grid. So, if the solar project comes to the end of its life and those solar modules and inverters are no longer producing well enough, then most likely the facility would be retrofitted either another solar facility or some other kind of electrical generation would be placed there in order to take advantage of that interconnection point. The lifespan of the initial equipment was warrantied for twenty-five years, along with the inverters for fifteen to twenty years. The facility itself was seen as a forty-year investment.

Commissioner Grant asked if the buffers would be placed along the roads.

Mr. Camp stated yes, they would be fifty-foot buffers.

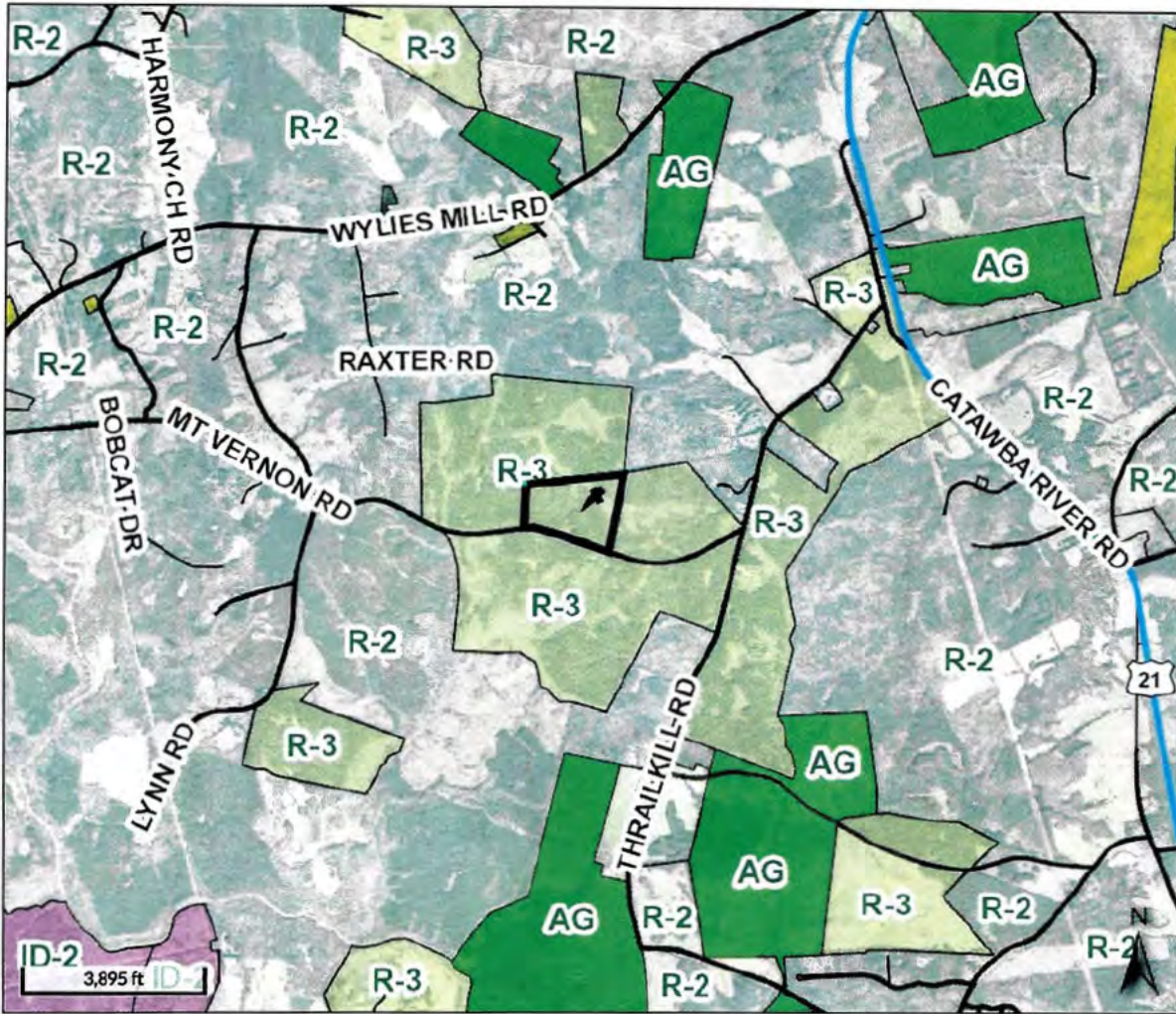
Commissioner Howell asked how many vehicles would be used to build the sites and if they had contacted SCDOT.

Attorney Winters stated that was not a reverter clause, the commission is recommending the zoning you could put the reverter on if it ever stops being a solar farm then it would go back to R3 otherwise it would stay a solar farm forever.

Chairman Raines stated they could use the reverter clause if the project isn't developed to fruition in four years it would revert to the original zoning.

Mr. Camp asked if they could request five years since the project could hit delays with Duke Energy.

Chairman Raines withdrew his second, Commissioner Grant withdrew his motion. Chairman Raines motioned to approve the rezoning as it's been requested with the reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make solar farm basically operational if not it would revert to R 3 zoning the time would start with final approval from County Council second by Commissioner Howell. Vote 4-1 to approve. Commissioner Hill opposed.



Overview



Parcel ID	144-00-00-022-000	Alternate ID	n/a	Owner Address	CARTER TIMBER AND LAND LLC
Sec/Twp/Rng	n/a	Class	AC		1490 BURL IVY WAY
Property Address		Acreeage	52.617		HEMPHILL TX 75948
District	05				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 6/21/2022  
 Last Data Uploaded: 6/21/2022 4:01:19 AM

Developed by  Schneider  
 GEOSPATIAL



**Site Data**

MINIMUM 8-2 SETBACK REQUIREMENTS:	APPLICANT:
FRONT 25'	Rutabaga Holdings, LLC
SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

- NOTES**
1. APPLICANT RUTABAGA HOLDINGS, LLC ("APPLICANT") REQUESTS APPROVAL OF ITS APPLICATION FOR A SPECIAL EXCEPTION PERMIT TO DEVELOP REAL PROPERTY IDENTIFIED AS ALL OR PORTIONS OF CHESTER COUNTY PARCEL IDENTIFICATION NUMBERS 155-00-00-024-000, 155-00-00-025-000, 144-00-00-019-000, 144-00-00-021-000, 144-00-00-018-000, 144-00-00-022-000 & 155-00-00-039-000 (THE "SITE") FOR DEVELOPMENT AND USE AS A GROUND MOUNTED SOLAR COLLECTOR FACILITY ("SOLAR FARM") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SITE PLAN. THE PURPOSE OF THIS SITE SPECIFIC DEVELOPMENT PLAN IS TO DEFINE THE LAYOUT OF THE SOLAR COLLECTOR FACILITY AND ITS INTERCONNECTION TO THE EXISTING POWER INFRASTRUCTURE, AND SECURE VESTED RIGHTS (SITE PLAN). THE ZONING ADMINISTRATOR MAY APPROVE MINOR MODIFICATIONS TO THE SITE PLAN REGARDING THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS ARIES, DRIVEWAYS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CHESTER COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT OR AMENDMENTS THEREOF FOR THE USE.
  2. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
  3. THE PROPERTY SHOWN HEREON DOES CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 45023C0252C, 45023C0260C, 45023C0268C.
  4. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL SC ONE CALL CENTER BEFORE DIGGING AT 811.
  5. A SEDIMENTATION & EROSION CONTROL STORMWATER PERMIT WILL BE OBTAINED FROM SCDEH AND SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION.
  6. A DRIVEWAY PERMIT WILL BE APPROVED BY SCOT PRIOR TO BEGINNING CONSTRUCTION. FINAL DRIVEWAY LOCATION(S) & REQUIREMENTS ARE SUBJECT TO PERMIT REVIEW AND APPROVAL.
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  10. APPLICANT RESERVES THE RIGHT TO CONSTRUCT THE SOLAR FARM ON LESS THAN THE ENTIRE SITE SUBJECT TO COMPLIANCE WITH APPLICABLE SET BACK AND BUFFER REQUIREMENTS.
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  16. MANAGED REGROWTH AREAS AS SHOWN ON THE SITE PLAN WILL BE MANAGED TO FACILITATE NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.

PIN	OWNER	ADDRESS	ZONING	PARCEL ACREAGE
155-00-00-024-000	THE JAMES S. CARTER SR. LIVING TRUST	1490 BURL IVY WAY HEMPHILL, TX 75948	R2	102.45
155-00-00-025-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	181.08
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**Rutabaga Holdings, LLC**  
Chester County, SC



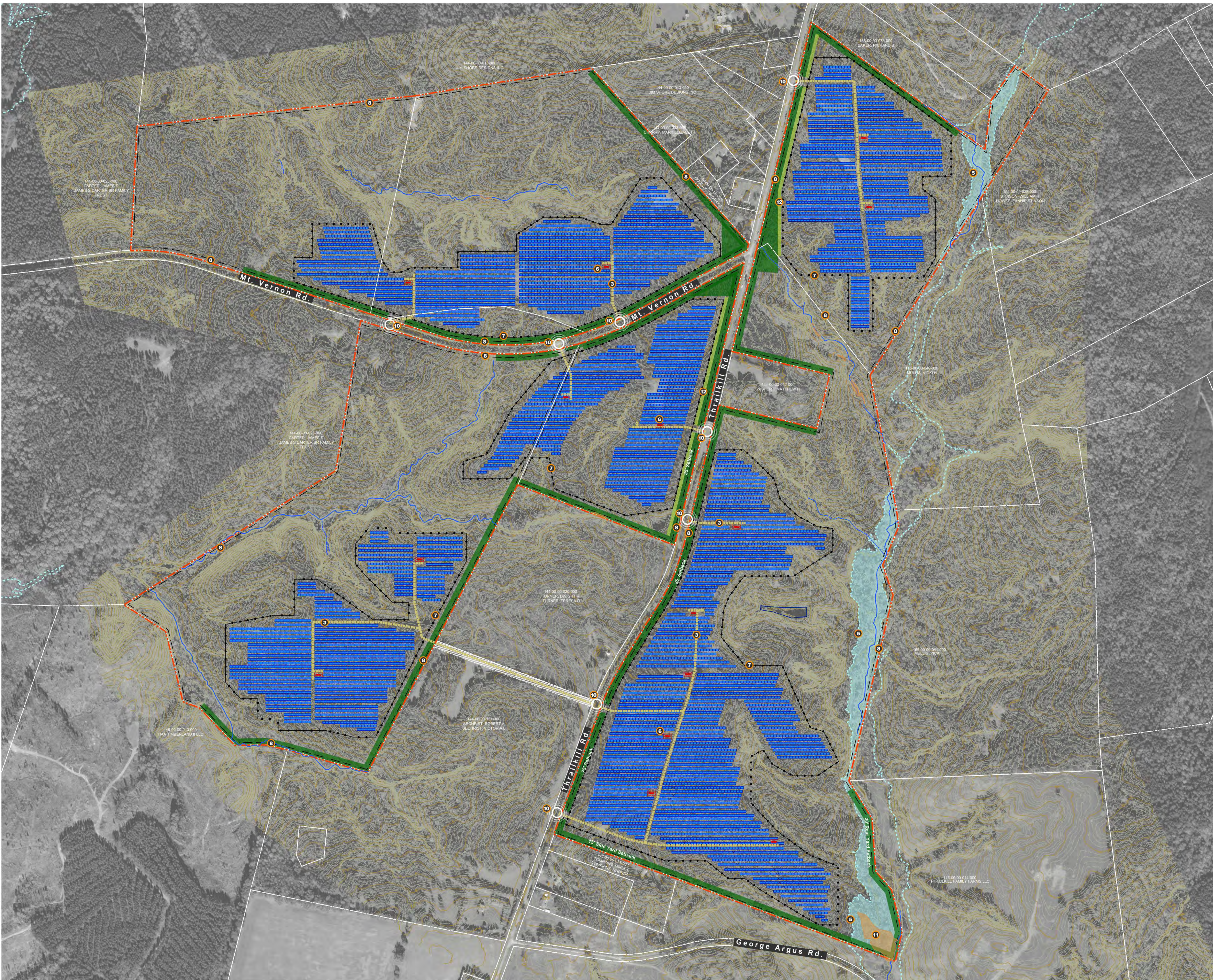
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**Conceptual Site Plan**

Date  
**07.5.22**

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Sheet Number  
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- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA
- 12 25' BUFFER OF MANAGED REGROWTH



# Rutabaga Holdings, LLC

Chester County, SC



Title  
**Conceptual Site Plan**

Date  
**07.5.22**

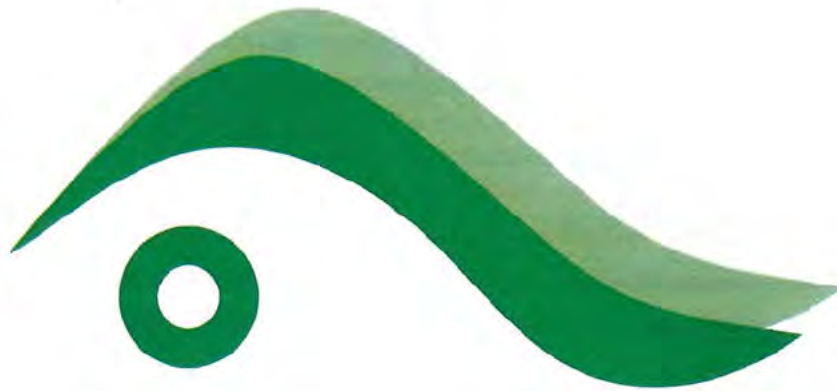
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Sheet Number

**SP-3**

**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

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**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*

Jenna E. Lee  
Jenna.Lee@troutman.com

May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

**Re: Rutabaga Holdings, LLC Rezoning Application**

Dear Mr. Levister:

I am pleased to submit on behalf of Rutabaga Holdings, LLC, an affiliate of Birdseye Renewable Energy ("Birdseye"), the attached Rezoning application seeking to rezone property located in Chester, South Carolina from the Rural Three District (R-3) to the Rural Two District (R-2) to allow for the installation of a solar farm. The properties proposed to be rezoned include the seven following existing parcels: 144-00-00-018-000; 144-00-00-019-00; 144-00-00-021-000; 144-00-00-022-000; 155-00-00-25-000; and 155-00-00-039-000 (the "Property").

Pursuant to the requirements of the Zoning Ordinance of Chester County (the "Ordinance"), this letter of intent and the attached exhibits provide the documentation required by Chester County in consideration of this request.

1. Completed Rezoning Application;
2. Owner Permission Letters;
3. Plats of the Property;
4. Concept Plan prepared by Birdseye Renewable Energy;
5. Memorandum of Lease and Amendments;
6. Facility Decommissioning Plan prepared by Chris Sandifer, P.E. (including C.V.);
7. Health and Safety Affidavit prepared by Chris Sandifer, P.E.;
8. Land Use Consistency Memorandum prepared by Kara W. Drane, AICP; and
9. Wildlife Permeable Fencing exhibit.
10. South Carolina Solar Habitat Scorecard



We believe the attached documentation represents a complete Rezoning application pursuant to Sections 8-100 and 8-102 of the Ordinance. Birdseye intends to supplement this application with an ALTA survey when that survey is completed. Birdseye has also contacted the Chester County Fire Marshall and provided a project site plan for review. Feedback from that office will be considered in the Project's final design.

Additionally, Birdseye intends to seek approval of a Special Exception to allow for the proposed solar farm use upon the approval of the requested Rezoning. Birdseye will provide all necessary documentation in support of the Special Exception application upon submittal. Birdseye also plans to update this application with the following materials before the June 21st Planning Commission meeting:

1. Draft Emergency Action Plan; and
2. Property Value Impact Report prepared by Richard Kirkland, MIA.

Birdseye is hosting a community meeting on Thursday, June 2, 2022 at 6:00 p.m. The meeting will be held at the Fort Lawn Community Center.

#### Site Design

Birdseye's proposed solar installation (the "Project") is designed to comply with the minimum site development standards outlined in the Ordinance. The Project will include a solar installation including approximately 600-700 acres of property as shown on the attached Concept Plan. All structures to be located on the Property will be less than 25 feet in height and all setbacks and buffer widths will meet or exceed the Ordinance requirements. The Project will be surrounded by security fence of at least six feet in height and adequate access will be provided for emergency service vehicles.

The attached Concept Plan provides the maximum proposed Project footprint, although the final footprint may be reduced as the final Project design is refined. Once complete, the Project will connect to and serve Duke Energy's existing power transmission grid. Power distribution lines within the facility will be located underground except for at the Point of Interconnection of the facility to the power grid.

#### Project Operations and Safety

Rutabaga Holdings, LLC will lease the Property from Carter Timber and Land, LLC and James S. Carter Sr. Family Trust. Currently, Birdseye's parent company, Dominion Energy, Inc., plans to own and operate the facility once constructed. Solar installations are a passive, safe, and low intensity land use compatible with nearby farm and low-density residential uses. As provided in the attached Health and Safety Affidavit prepared by Birdseye's engineering consultant, the Project materials are non-combustible, create no site emissions, odor, or dust. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community.

As further provided in the Health and Safety Affidavit, solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. The Project is an unmanned facility and, accordingly, no permanent on-site parking or loading areas are proposed. Sound during full output operations of the Project

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will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

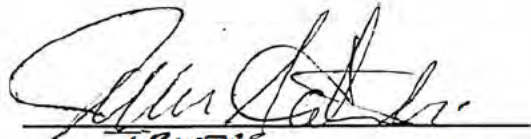
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Jenna E. Lee

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

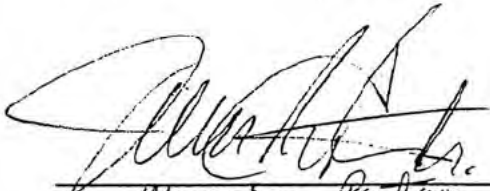
This 13 day of April 2022.

  
\_\_\_\_\_  
TRUSTEE  
James S. Carter Sr. Family Trust

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
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This 13 day of April 2022.

  
Manning Paulson  
Carter Timber and Land LLC



**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: 6-21-2022 Case # CCMA22-06 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a special Exception R-2.

*Copy of plat must be presented with the application request*

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

**Property Address Information**

Property address: George Angus Road  
Tax Map Number: 155-00-00-025-000 Acres: 189

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): Birdseye Renewable Energy  
Address 1125 E. Morehead Street Suite 202 Charlotte, NC 28204  
Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

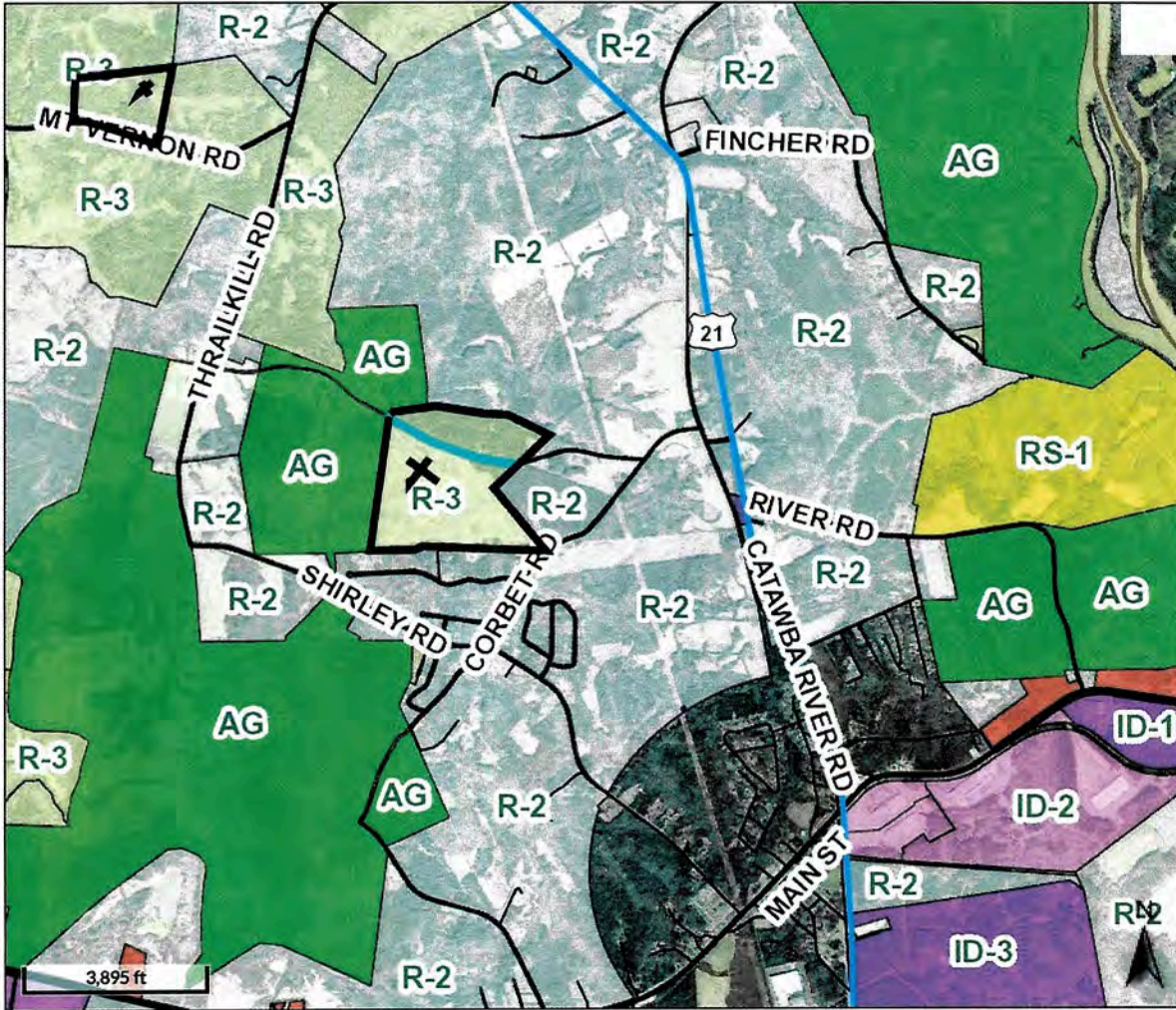
Owner(s) if other than applicant(s): Carter Timber and Land, LLC  
Address: 1490 Burl Ivy Way Hemphill, TX 75948  
Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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

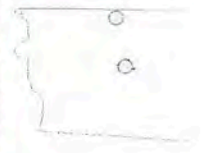
Owner's signature: [Signature] Date: 4/13/22  
Applicant signature: [Signature] Date: 4/14/22

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

**CCMA22-06: Birdseye Renewable Energy Request Tax Map # 155-00-00-025-000 on George Angus Road be rezoned from Rural Three (R3) to Rural Two (R2). Chairman Raines withdrew his second, Commissioner Grant withdrew his motion. Chairman Raines motioned to approve the rezoning as it's been requested with the reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council second by Commissioner Howell. Vote 4-1 to approve. Commissioner Hill opposed.**



Overview



Parcel ID	155-00-00-025-000	Alternate ID	n/a	Owner Address	CARTER TIMBER AND LAND LLC
Sec/Twp/Rng	n/a	Class	AC		1490 BURL IVY WAY
Property Address		Acreage	181.088		HEMPHILL TX 75948
District	05				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 6/21/2022  
 Last Data Uploaded: 6/21/2022 4:01:19 AM

Developed by Schneider  
 GEOSPATIAL





**Site Data**

MINIMUM 8-2 SETBACK REQUIREMENTS:	APPLICANT:
FRONT 25'	Rutabaga Holdings, LLC
SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

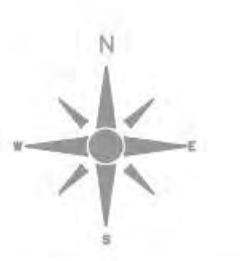
- NOTES**
1. APPLICANT RUTABAGA HOLDINGS, LLC ("APPLICANT") REQUESTS APPROVAL OF ITS APPLICATION FOR A SPECIAL EXCEPTION PERMIT TO DEVELOP REAL PROPERTY IDENTIFIED AS ALL OR PORTIONS OF CHESTER COUNTY PARCEL IDENTIFICATION NUMBERS 155-00-00-024-000, 155-00-00-025-000, 144-00-00-019-000, 144-00-00-021-000, 144-00-00-018-000, 144-00-00-022-000 & 155-00-00-039-000 (THE "SITE") FOR DEVELOPMENT AND USE AS A GROUND MOUNTED SOLAR COLLECTOR FACILITY ("SOLAR FARM") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SITE PLAN. THE PURPOSE OF THIS SITE SPECIFIC DEVELOPMENT PLAN IS TO DEFINE THE LAYOUT OF THE SOLAR COLLECTOR FACILITY AND ITS INTERCONNECTION TO THE EXISTING POWER INFRASTRUCTURE, AND SECURE VESTED RIGHTS (SITE PLAN). THE ZONING ADMINISTRATOR MAY APPROVE MINOR MODIFICATIONS TO THE SITE PLAN REGARDING THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS ARIES, DRIVEWAYS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CHESTER COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT OR AMENDMENTS THEREOF FOR THE USE.
  2. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
  3. THE PROPERTY SHOWN HEREON DOES CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (I.E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 45023C0252C, 45023C0260C, 45023C0268C.
  4. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL SC ONE CALL CENTER BEFORE DIGGING AT 811.
  5. A SEDIMENTATION & EROSION CONTROL STORMWATER PERMIT WILL BE OBTAINED FROM SCDEH AND SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION.
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**Rutabaga Holdings, LLC**  
 Chester County, SC

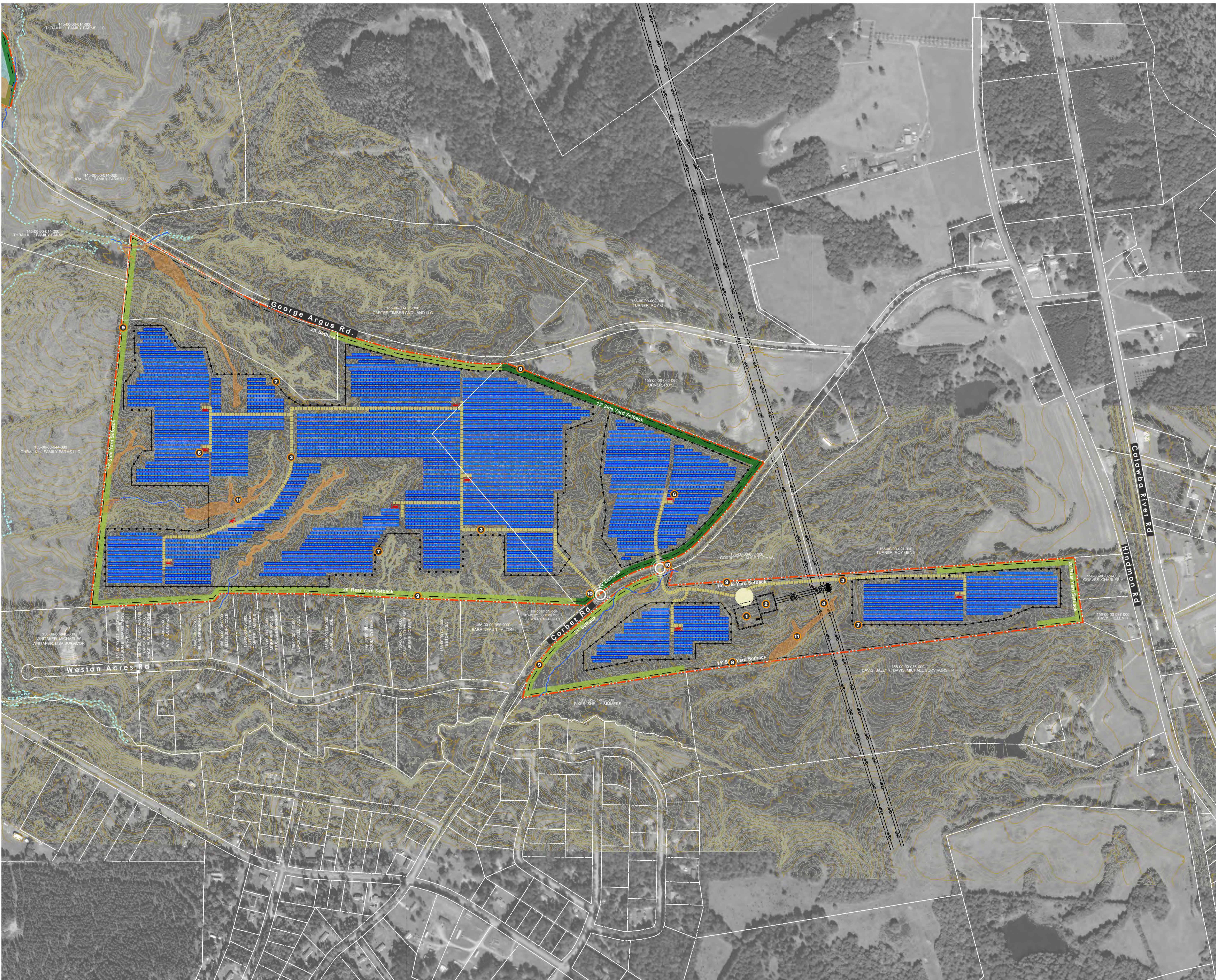


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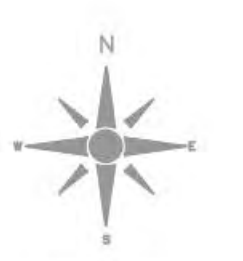
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# Rutabaga Holdings, LLC

Chester County, SC

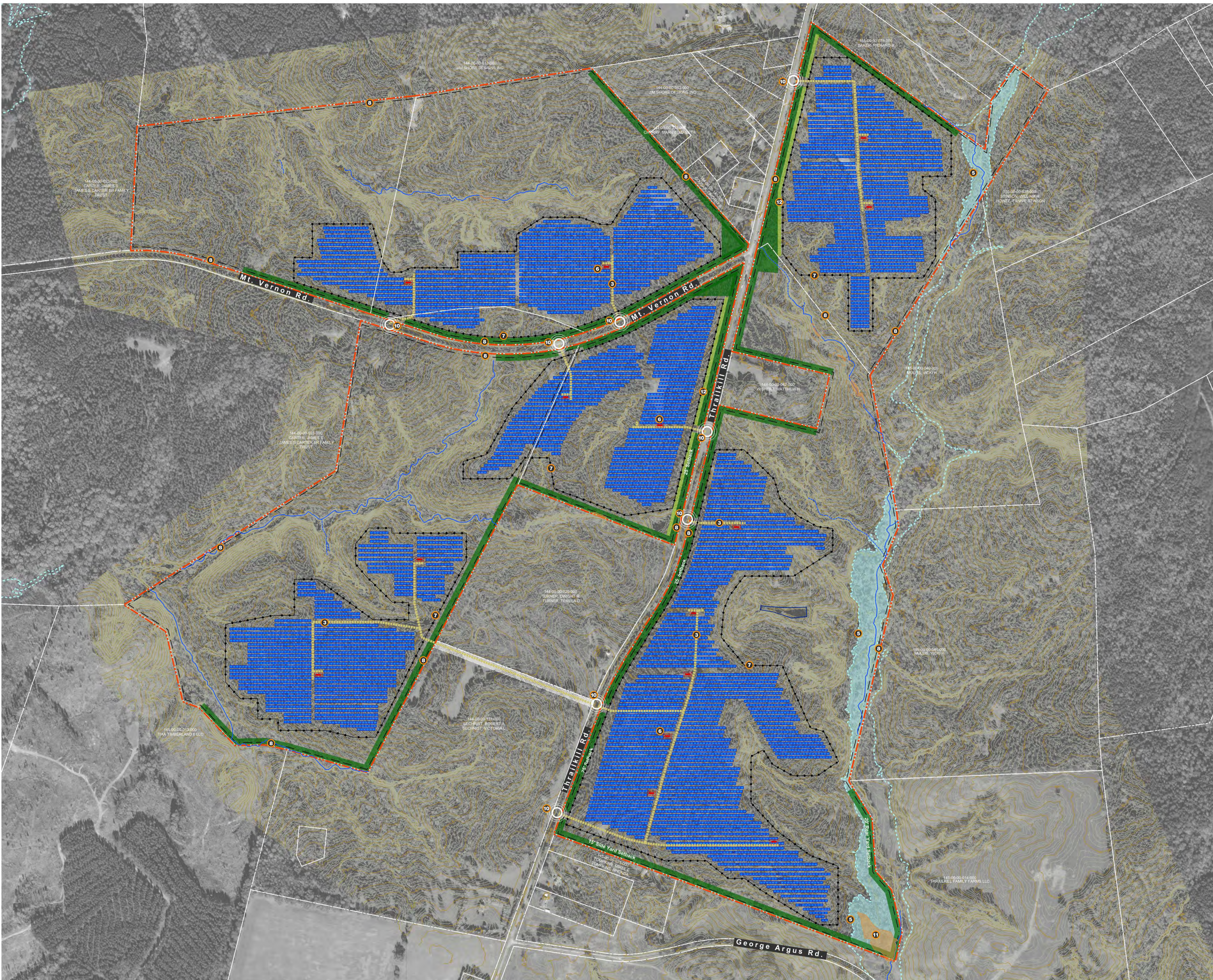


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**Rutabaga Holdings, LLC**  
Chester County, SC



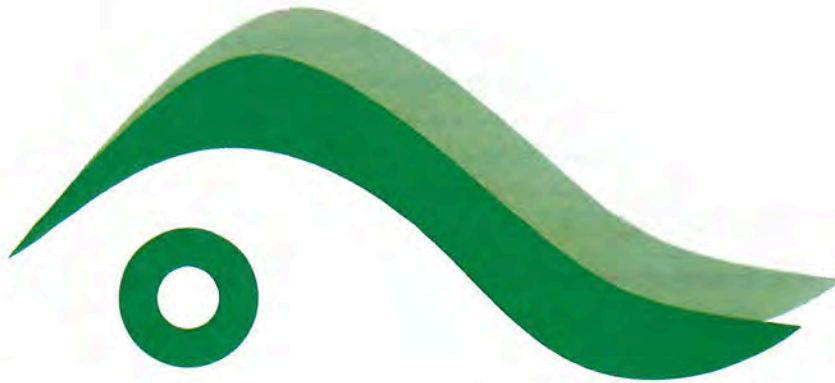
Title  
Conceptual Site Plan

Date  
07.5.22

Scale  
SCALE: 1"= 250'  
0 125' 250' 500'

Sheet Number  
SP-3

**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

---

**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*

Jenna E. Lee

J [REDACTED]

May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

**Re: Rutabaga Holdings, LLC Rezoning Application**

Dear Mr. Levister:

I am pleased to submit on behalf of Rutabaga Holdings, LLC, an affiliate of Birdseye Renewable Energy ("Birdseye"), the attached Rezoning application seeking to rezone property located in Chester, South Carolina from the Rural Three District (R-3) to the Rural Two District (R-2) to allow for the installation of a solar farm. The properties proposed to be rezoned include the seven following existing parcels: 144-00-00-018-000; 144-00-00-019-00; 144-00-00-021-000; 144-00-00-022-000; 155-00-00-25-000; and 155-00-00-039-000 (the "Property").

Pursuant to the requirements of the Zoning Ordinance of Chester County (the "Ordinance"), this letter of intent and the attached exhibits provide the documentation required by Chester County in consideration of this request.

1. Completed Rezoning Application;
2. Owner Permission Letters;
3. Plats of the Property;
4. Concept Plan prepared by Birdseye Renewable Energy;
5. Memorandum of Lease and Amendments;
6. Facility Decommissioning Plan prepared by Chris Sandifer, P.E. (including C.V.);
7. Health and Safety Affidavit prepared by Chris Sandifer, P.E.;
8. Land Use Consistency Memorandum prepared by Kara W. Drane, AICP; and
9. Wildlife Permeable Fencing exhibit.
10. South Carolina Solar Habitat Scorecard

We believe the attached documentation represents a complete Rezoning application pursuant to Sections 8-100 and 8-102 of the Ordinance. Birdseye intends to supplement this application with an ALTA survey when that survey is completed. Birdseye has also contacted the Chester County Fire Marshall and provided a project site plan for review. Feedback from that office will be considered in the Project's final design.

Additionally, Birdseye intends to seek approval of a Special Exception to allow for the proposed solar farm use upon the approval of the requested Rezoning. Birdseye will provide all necessary documentation in support of the Special Exception application upon submittal. Birdseye also plans to update this application with the following materials before the June 21st Planning Commission meeting:

1. Draft Emergency Action Plan; and
2. Property Value Impact Report prepared by Richard Kirkland, MIA.

Birdseye is hosting a community meeting on Thursday, June 2, 2022 at 6:00 p.m. The meeting will be held at the Fort Lawn Community Center.

#### Site Design

Birdseye's proposed solar installation (the "Project") is designed to comply with the minimum site development standards outlined in the Ordinance. The Project will include a solar installation including approximately 600-700 acres of property as shown on the attached Concept Plan. All structures to be located on the Property will be less than 25 feet in height and all setbacks and buffer widths will meet or exceed the Ordinance requirements. The Project will be surrounded by security fence of at least six feet in height and adequate access will be provided for emergency service vehicles.

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#### Project Operations and Safety

Rutabaga Holdings, LLC will lease the Property from Carter Timber and Land, LLC and James S. Carter Sr. Family Trust. Currently, Birdseye's parent company, Dominion Energy, Inc., plans to own and operate the facility once constructed. Solar installations are a passive, safe, and low intensity land use compatible with nearby farm and low-density residential uses. As provided in the attached Health and Safety Affidavit prepared by Birdseye's engineering consultant, the Project materials are non-combustible, create no site emissions, odor, or dust. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community.

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will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

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Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line that extends to the right.


Jenna E. Lee



**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

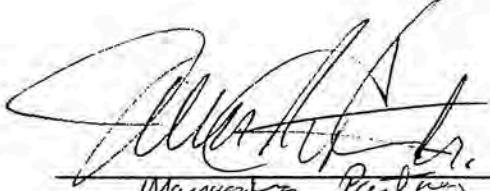
This 13 day of April 2022.

  
\_\_\_\_\_  
TRUSTEE  
James S. Carter Sr. Family Trust

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

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This 13 day of April 2022.

  
Managing Partner  
Carter Timber and Land LLC



**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: 6-21-2022 Case # CCMAZZ-07 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a Special Exception in R-2.

*Copy of plat must be presented with the application request*

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

**Property Address Information**

Property address: Mt. Vernon Road  
 Tax Map Number: 144-00-00-021-000 Acres: 121

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): Birdseye Renewable Energy  
 Address 1125 E. Morehead St Suite 202 Charlotte, NC 28204  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

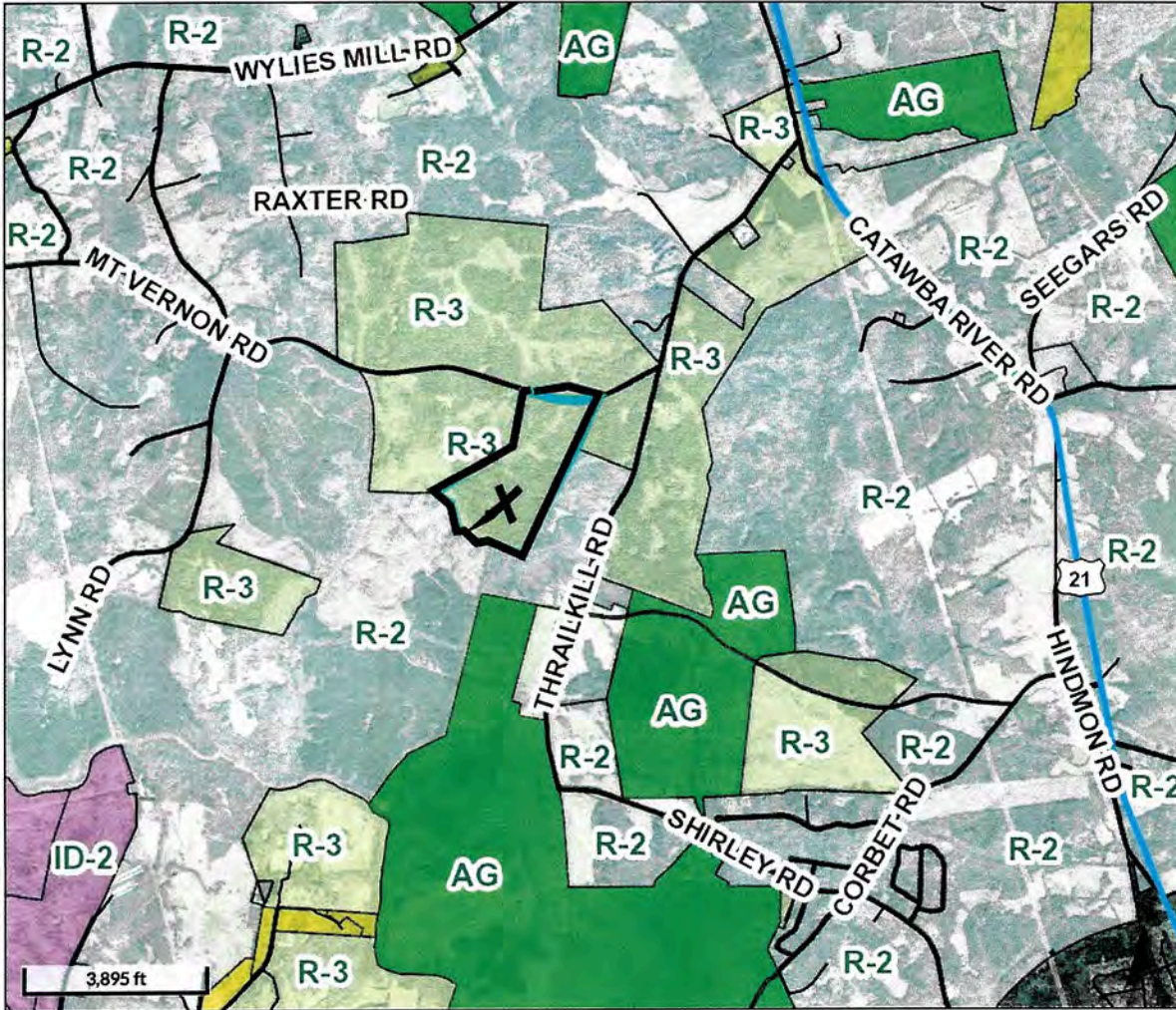
Owner(s) if other than applicant(s): James S. Carter Sr. Family Trust  
 Address: 1490 Bury Ivy Way Hemphill, TX 75948  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

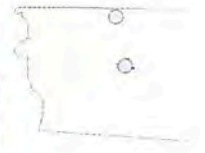
Owner's signature: [Signature] Date: 4/13/22  
 Applicant signature: [Signature] Date: 4/14/22

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

**CCMA22-07: Birdseye Renewable Energy Request Tax Map # 155-00-00-025-000 on George Angus Road be rezoned from Rural Three (R3) to Rural Two (R2). Chairman Raines withdrew his second, Commissioner Grant withdrew his motion. Chairman Raines motioned to approve the rezoning as it's been requested with the reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council second by Commissioner Howell. Vote 4-1 to approve. Commissioner Hill opposed.**



Overview

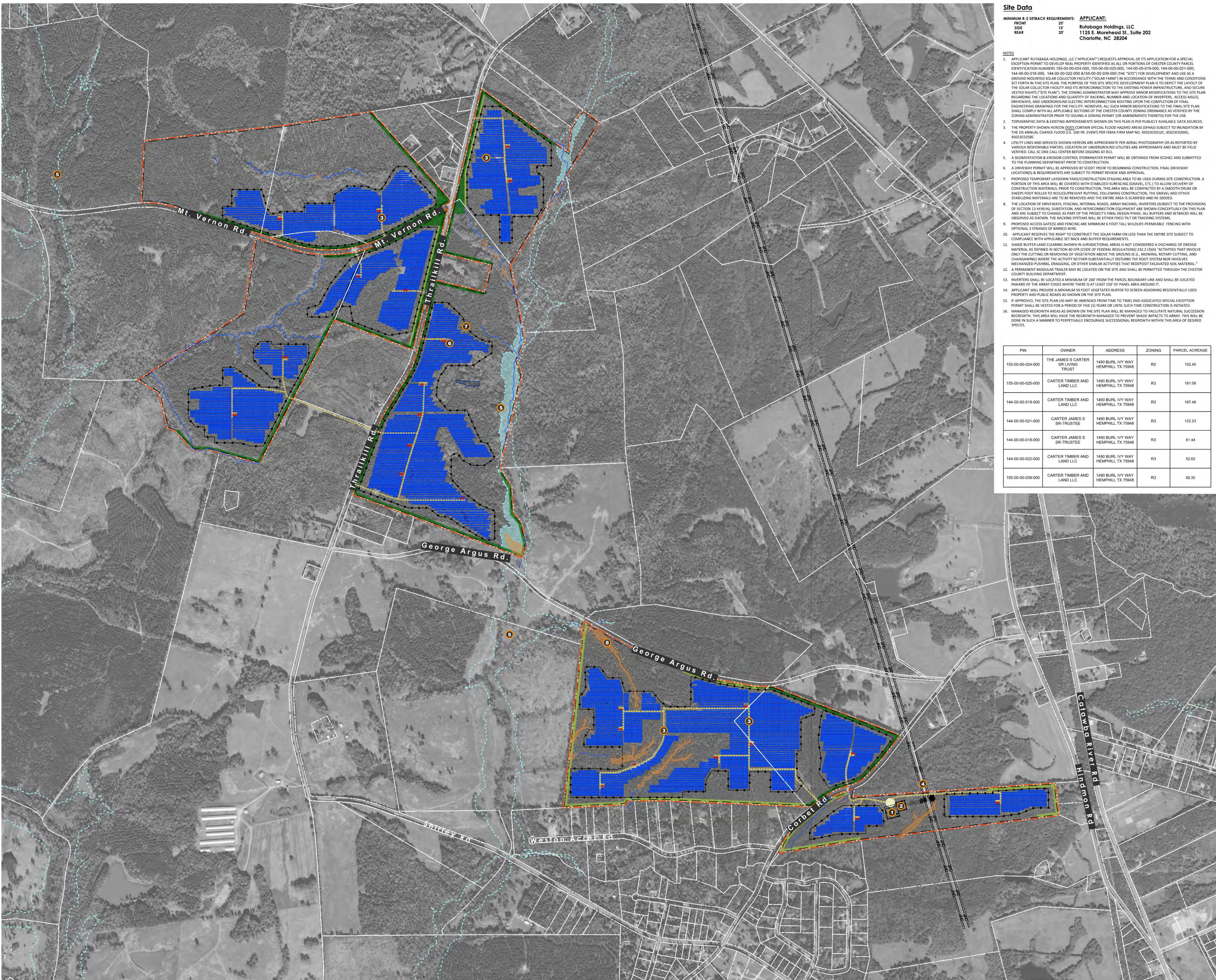


Parcel ID	144-00-00-021-000	Alternate ID	n/a	Owner Address	CARTER JAMES S SR-TRUSTEE
Sec/Twp/Rng	n/a	Class	LA		JAMES S CARTER SR FAMILY TRUST
Property Address		Acreege	121.229		1490 BURL IVY WAY
					HEMPHILL TX 75948

District 05  
 Brief Tax Description TR 12-067  
 (Note: Not to be used on legal documents)

Date created: 6/21/2022  
 Last Data Uploaded: 6/21/2022 4:01:19 AM

Developed by  **Schneider**  
 GEOSPATIAL



**Site Data**

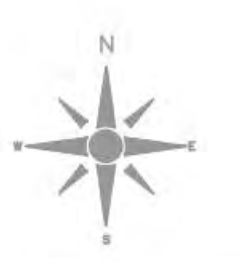
MINIMUM 8-2 SETBACK REQUIREMENTS:	APPLICANT:
FRONT 25'	Rutabaga Holdings, LLC
SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

- NOTES**
1. APPLICANT RUTABAGA HOLDINGS, LLC ("APPLICANT") REQUESTS APPROVAL OF ITS APPLICATION FOR A SPECIAL EXCEPTION PERMIT TO DEVELOP REAL PROPERTY IDENTIFIED AS ALL OR PORTIONS OF CHESTER COUNTY PARCEL IDENTIFICATION NUMBERS 155-00-00-024-000, 155-00-00-025-000, 144-00-00-019-000, 144-00-00-021-000, 144-00-00-018-000, 144-00-00-022-000 & 155-00-00-039-000 (THE "SITE") FOR DEVELOPMENT AND USE AS A GROUND MOUNTED SOLAR COLLECTOR FACILITY ("SOLAR FARM") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SITE PLAN. THE PURPOSE OF THIS SITE SPECIFIC DEVELOPMENT PLAN IS TO DEFINE THE LAYOUT OF THE SOLAR COLLECTOR FACILITY AND ITS INTERCONNECTION TO THE EXISTING POWER INFRASTRUCTURE, AND SECURE VESTED RIGHTS (SITE PLAN). THE ZONING ADMINISTRATOR MAY APPROVE MINOR MODIFICATIONS TO THE SITE PLAN REGARDING THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS ARIES, DRIVEWAYS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CHESTER COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT OR AMENDMENTS THEREOF FOR THE USE.
  2. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
  3. THE PROPERTY SHOWN HEREON DOES CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (I.E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 45023C0252C, 45023C0260C, 45023C0268C.
  4. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL SC ONE CALL CENTER BEFORE DIGGING AT 811.
  5. A SEDIMENTATION & EROSION CONTROL STORMWATER PERMIT WILL BE OBTAINED FROM SCDEH AND SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION.
  6. A DRIVEWAY PERMIT WILL BE APPROVED BY SCOTD PRIOR TO BEGINNING CONSTRUCTION. FINAL DRIVEWAY LOCATION(S) & REQUIREMENTS ARE SUBJECT TO PERMIT REVIEW AND APPROVAL.
  7. PROPOSED TEMPORARY LANDING AND CONSTRUCTION STAGING AREA TO BE USED DURING SITE CONSTRUCTION. A PORTION OF THIS AREA WILL BE COVERED WITH STABILIZED SURFACING (GRAVEL, ETC.) TO ALLOW DELIVERY OF CONSTRUCTION MATERIALS. PRIOR TO CONSTRUCTION, THIS AREA WILL BE COMPACTED BY A SMOOTH DRUM OR SHEEP'S FOOT ROLLER TO REDUCE/ PREVENT RUTTING. FOLLOWING CONSTRUCTION, THE GRAVEL AND OTHER STABILIZING MATERIALS ARE TO BE REMOVED AND THE ENTIRE AREA IS SCARIFIED AND RE-SEEDDED.
  8. THE LOCATION OF DRIVEWAYS, FENCING, INTERNAL ROADS, ARRAY RACKING, INVERTERS (SUBJECT TO THE PROVISIONS OF SECTION 13 HEREIN), SUBSTATION, AND INTERCONNECTION LOCATION AND INTERCONNECTION CONCEPTUALS ON THIS PLAN AND ARE SUBJECT TO CHANGE AS PART OF THE PROJECT'S FINAL DESIGN PHASE. ALL BUFFERS AND SETBACKS WILL BE OBSERVED AS SHOWN. THE RACKING SYSTEMS WILL BE EITHER FIXED TILT OR TRACKING SYSTEMS.
  9. PROPOSED ACCESS GATES AND FENCING ARE MINIMUM 6-FOOT TALL WOODPILE-PERMEABLE FENCING WITH OPTIONAL 3 STRANDS OF BARBED WIRE.
  10. APPLICANT RESERVES THE RIGHT TO CONSTRUCT THE SOLAR FARM ON LESS THAN THE ENTIRE SITE SUBJECT TO COMPLIANCE WITH APPLICABLE SET BACK AND BUFFER REQUIREMENTS.
  11. SHADE BUFFER LAND CLEARING SHOWN IN JURISDICTIONAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 40 OF THE (CODE OF FEDERAL REGULATIONS) 232.2 (10) "ACTIVITIES THAT INVOLVE ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND (I.E., MOWING, ROTARY CUTTING, AND CHAINSAWING) WHERE THE ACTIVITY NEITHER SUBSTANTIALLY DISTURBS THE ROOT SYSTEM NOR INVOLVES MECHANIZED PUSHING, DRAGGING, OR OTHER SIMILAR ACTIVITIES THAT REDDISTRIBUTE SOIL MATERIAL."
  12. A PERMANENT MODULAR TRAILER MAY BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH THE CHESTER COUNTY BUILDING DEPARTMENT.
  13. INVERTERS SHALL BE LOCATED A MINIMUM OF 200' FROM THE PARCEL BOUNDARY LINE AND SHALL BE LOCATED INWARD OF THE ARRAY EDGES WHERE THERE IS AT LEAST 150' OF PANEL AREA AROUND IT.
  14. APPLICANT WILL PROVIDE A MINIMUM 50 FOOT VEGETATED BUFFER TO SCREEN ADJOINING RESIDENTIALLY USED PROPERTY AND PUBLIC ROADS AS SHOWN ON THE SITE PLAN.
  15. IF APPROVED, THE SITE PLAN (AS MAY BE AMENDED FROM TIME TO TIME) AND ASSOCIATED SPECIAL EXCEPTION PERMIT SHALL BE VESTED FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH TIME CONSTRUCTION IS INITIATED.
  16. MANAGED REGROWTH AREAS AS SHOWN ON THE SITE PLAN WILL BE MANAGED TO FACILITATE NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.

PIN	OWNER	ADDRESS	ZONING	PARCEL ACREAGE
155-00-00-024-000	THE JAMES S. CARTER SR. LIVING TRUST	1490 BURL IVY WAY HEMPHILL, TX 75948	R2	102.45
155-00-00-025-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	181.08
144-00-00-019-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	197.48
144-00-00-021-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	122.23
144-00-00-018-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	81.44
144-00-00-022-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	52.62
155-00-00-039-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	58.35



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**Rutabaga Holdings, LLC**  
Chester County, SC



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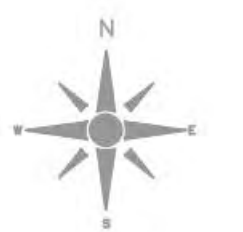
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Scale  
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Chester County, SC

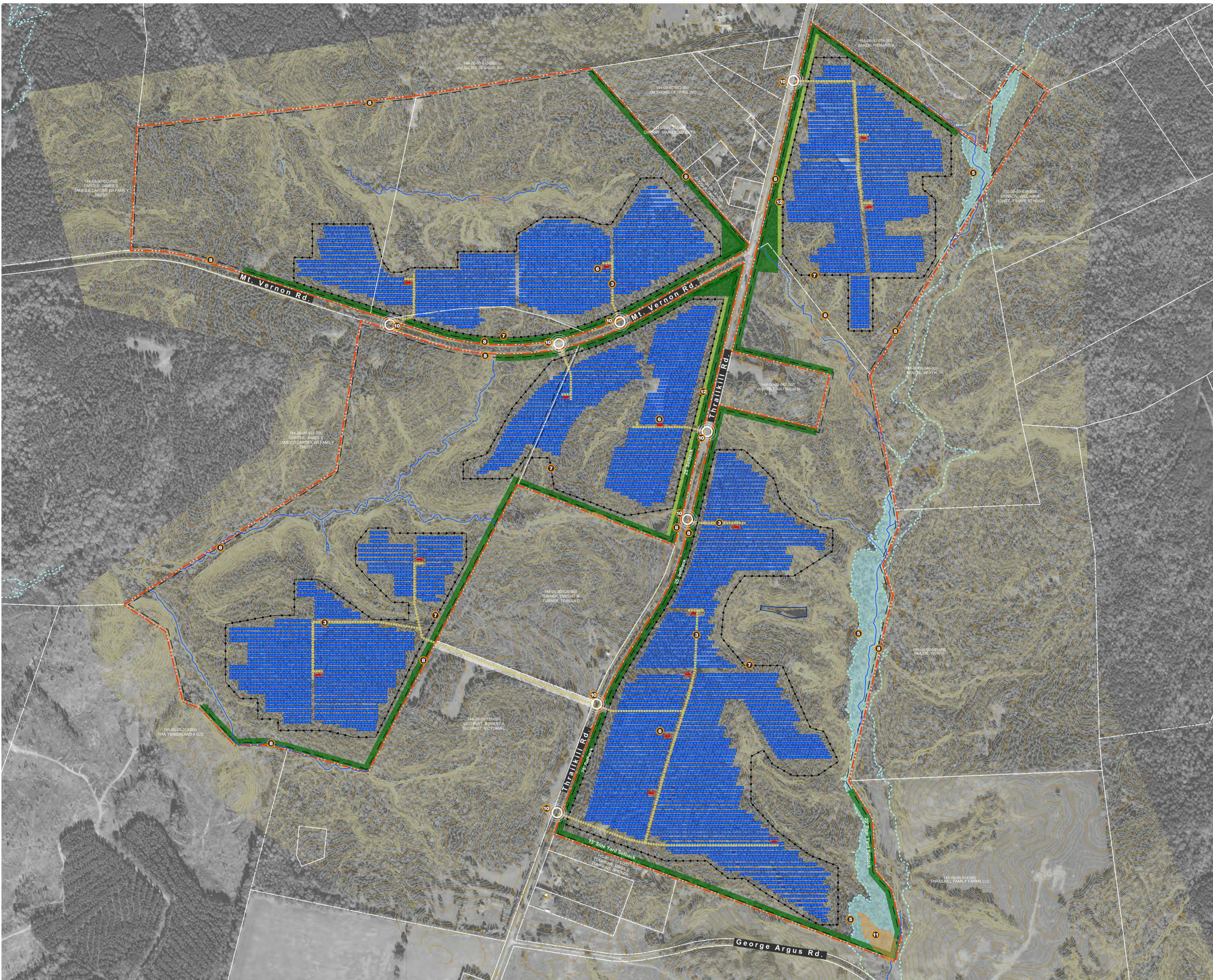


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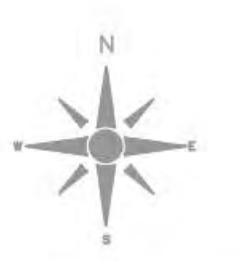
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# Rutabaga Holdings, LLC

Chester County, SC



Title  
**Conceptual Site Plan**

Date  
**07.5.22**

Scale  
 SCALE: 1"= 250'

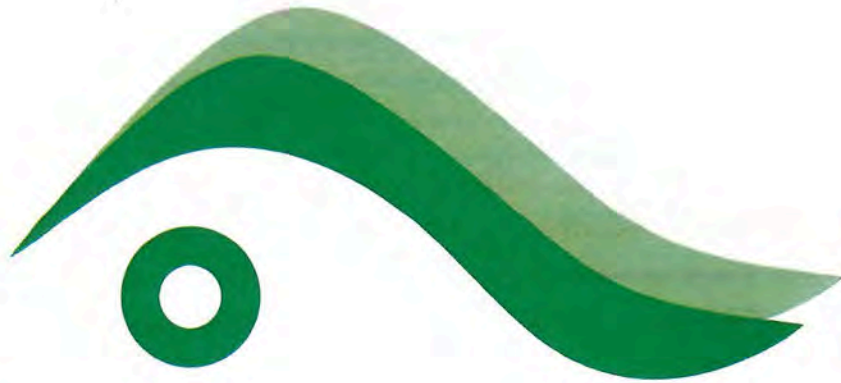
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Sheet Number

**SP-3**



**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

---

**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*

Jenna E. Lee



May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

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will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

---

Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,


A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line.

Jenna E. Lee

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
TRUSTEE  
James S. Carter Sr. Family Trust


**Rezoning Application**

**Birdseye Renewable Energy, LLC Petitioner**

**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-022-000, 144-00-00-019-000, 155-00-00-025-000 and 155-00-00-039-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
Managing Partner  
Carter Timber and Land LLC



**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: 6-21-2022 Case # CCMA22-08 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a Special Exception in R-2.

*Copy of plat must be presented with the application request*

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

**Property Address Information**

Property address: Thraikill Road  
 Tax Map Number: 155-00-00-039-000 Acres: 60

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): Birdseye Renewable Energy  
 Address 1125 E. Morehead Street Suite 202 Charlotte, NC 28204  
 Telephone: (800) 887-6682 cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

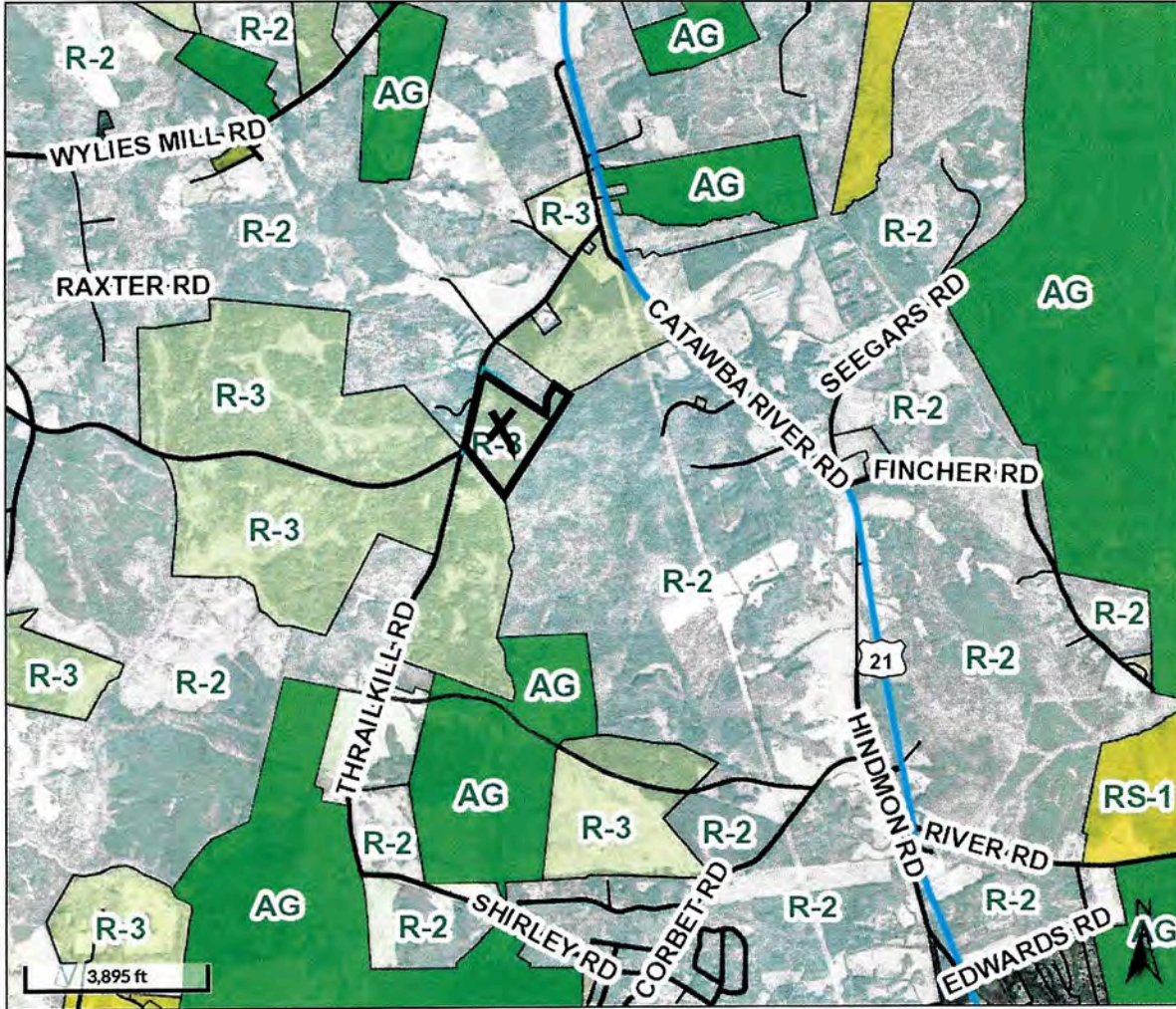
Owner(s) if other than applicant(s): Carter Timber and Land, LLC  
 Address: 1490 Burl Ivy Way Hemphill, TX 75948  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Owner's signature: [Signature] Date: 4/13/22  
 Applicant signature: [Signature] Date: 4/14/22

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





Overview



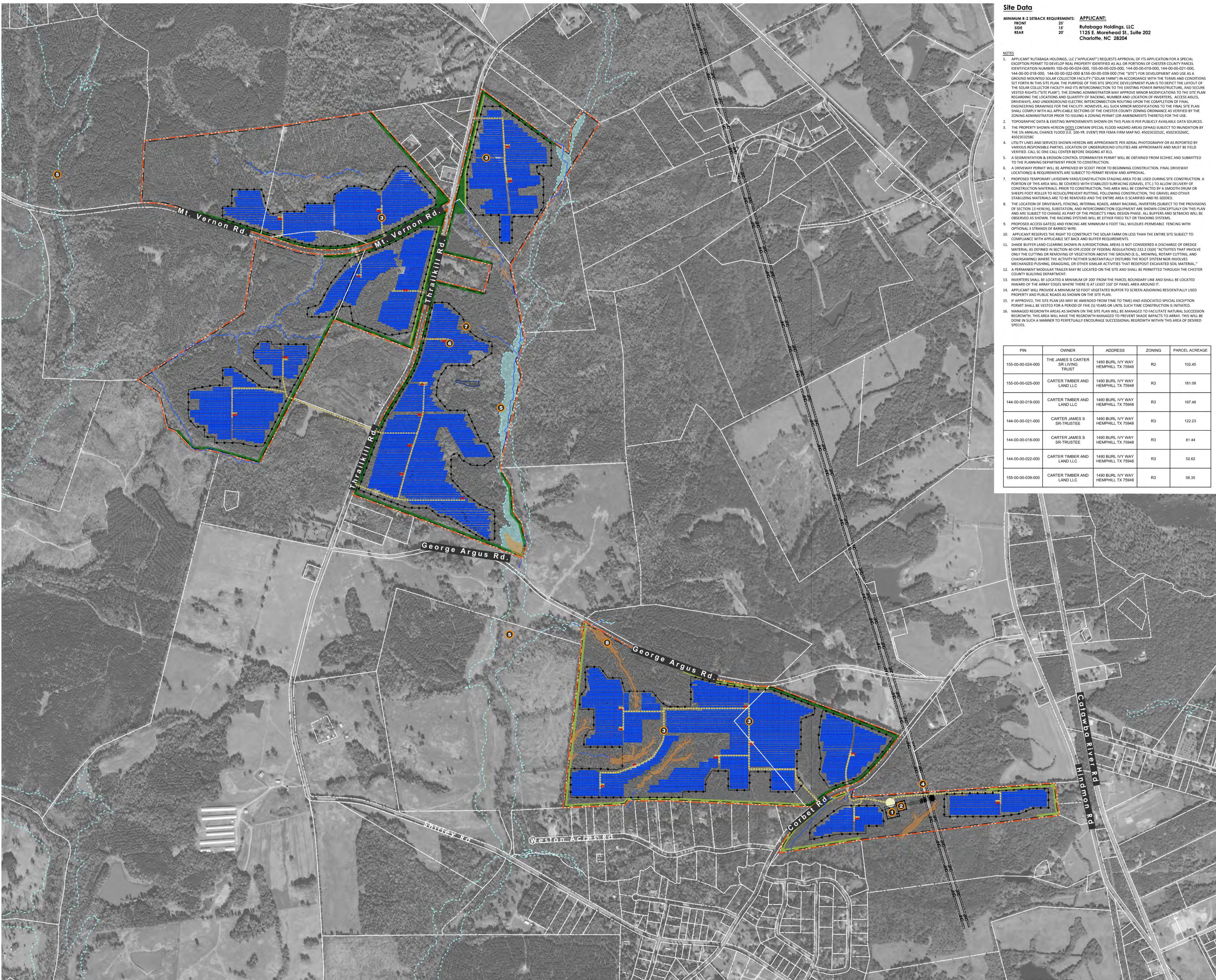
Parcel ID	155-00-00-039-000	Alternate ID	n/a	Owner Address	CARTER TIMBER AND LAND LLC
Sec/Twp/Rng	n/a	Class	AC		1490 BURL IVY WAY
Property Address		Acreage	58.354		HEMPHILL TX 75948
District	05				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 6/21/2022  
 Last Data Uploaded: 6/21/2022 4:01:19 AM

Developed by Schneider  
 GEOSPATIAL

**CCMA22-08: Birdseye Renewable Energy Request Tax Map # 155-00-00-025-000 on George Angus Road be rezoned from Rural Three (R3) to Rural Two (R2). Chairman Raines withdrew his second, Commissioner Grant withdrew his motion. Chairman Raines motioned to approve the rezoning as it's been requested with the reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council second by Commissioner Howell. Vote 4-1 to approve. Commissioner Hill opposed.**



**Site Data**

MINIMUM 8-2 SETBACK REQUIREMENTS:	APPLICANT:
FRONT 25'	Rutabaga Holdings, LLC
SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

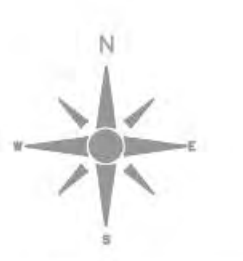
- NOTES**
1. APPLICANT RUTABAGA HOLDINGS, LLC ("APPLICANT") REQUESTS APPROVAL OF ITS APPLICATION FOR A SPECIAL EXCEPTION PERMIT TO DEVELOP REAL PROPERTY IDENTIFIED AS ALL OR PORTIONS OF CHESTER COUNTY PARCEL IDENTIFICATION NUMBERS 155-00-00-024-000, 155-00-00-025-000, 144-00-00-019-000, 144-00-00-021-000, 144-00-00-018-000, 144-00-00-022-000 & 155-00-00-039-000 (THE "SITE") FOR DEVELOPMENT AND USE AS A GROUND MOUNTED SOLAR COLLECTOR FACILITY ("SOLAR FARM") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SITE PLAN. THE PURPOSE OF THIS SITE SPECIFIC DEVELOPMENT PLAN IS TO DEFINE THE LAYOUT OF THE SOLAR COLLECTOR FACILITY AND ITS INTERCONNECTION TO THE EXISTING POWER INFRASTRUCTURE, AND SECURE VESTED RIGHTS (SITE PLAN). THE ZONING ADMINISTRATOR MAY APPROVE MINOR MODIFICATIONS TO THE SITE PLAN REGARDING THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS ARIES, DRIVEWAYS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CHESTER COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT OR AMENDMENTS THEREOF FOR THE USE.
  2. TOPOGRAPHIC DATA & EXISTING IMPROVEMENTS SHOWN ON THIS PLAN IS PER PUBLICLY AVAILABLE DATA SOURCES.
  3. THE PROPERTY SHOWN HEREON DOES CONTAIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (I.E. 100-YR. EVENT) PER FEMA FIRM MAP NO. 45023C0252C, 45023C0260C, 45023C0268C.
  4. UTILITY LINES AND SERVICES SHOWN HEREON ARE APPROXIMATE PER AERIAL PHOTOGRAPHY OR AS REPORTED BY VARIOUS RESPONSIBLE PARTIES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED. CALL SC ONE CALL CENTER BEFORE DIGGING AT 811.
  5. A SEDIMENTATION & EROSION CONTROL STORMWATER PERMIT WILL BE OBTAINED FROM SCDEH AND SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION.
  6. A DRIVEWAY PERMIT WILL BE APPROVED BY SCOT PRIOR TO BEGINNING CONSTRUCTION. FINAL DRIVEWAY LOCATION(S) & REQUIREMENTS ARE SUBJECT TO PERMIT REVIEW AND APPROVAL.
  7. PROPOSED TEMPORARY LANDING AND CONSTRUCTION STAGING AREA TO BE USED DURING SITE CONSTRUCTION. A PORTION OF THIS AREA WILL BE COVERED WITH STABILIZED SURFACING (GRAVEL, ETC.) TO ALLOW DELIVERY OF CONSTRUCTION MATERIALS. PRIOR TO CONSTRUCTION, THIS AREA WILL BE COMPACTED BY A SMOOTH DRUM OR SHEEP'S FOOT ROLLER TO REDUCE/ PREVENT RUTTING. FOLLOWING CONSTRUCTION, THE GRAVEL AND OTHER STABILIZING MATERIALS ARE TO BE REMOVED AND THE ENTIRE AREA IS SCARIFIED AND RE-SEEDDED.
  8. THE LOCATION OF DRIVEWAYS, FENCING, INTERNAL ROADS, ARRAY RACKING, INVERTERS (SUBJECT TO THE PROVISIONS OF SECTION 13 HEREIN), SUBSTATION, AND INTERCONNECTION LOCATION(S) ARE SHOWN CONCEPTUALLY ON THIS PLAN AND ARE SUBJECT TO CHANGE AS PART OF THE PROJECT'S FINAL DESIGN PHASE. ALL BUFFERS AND SETBACKS WILL BE OBSERVED AS SHOWN. THE RACKING SYSTEMS WILL BE EITHER FIXED TILT OR TRACKING SYSTEMS.
  9. PROPOSED ACCESS GATES AND FENCING ARE MINIMUM 6-FOOT TALL WOODPILE-PERMEABLE FENCING WITH OPTIONAL 3 STRANDS OF BARBED WIRE.
  10. APPLICANT RESERVES THE RIGHT TO CONSTRUCT THE SOLAR FARM ON LESS THAN THE ENTIRE SITE SUBJECT TO COMPLIANCE WITH APPLICABLE SET BACK AND BUFFER REQUIREMENTS.
  11. SHADE BUFFER LAND CLEARING SHOWN IN JURISDICTIONAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 40 OF THE CODE OF FEDERAL REGULATIONS 232.2 (DIB) "ACTIVITIES THAT INVOLVE ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND (I.E., MOWING, ROTARY CUTTING, AND CHAINSAWING) WHERE THE ACTIVITY NEITHER SUBSTANTIALLY DISTURBS THE ROOT SYSTEM NOR INVOLVES MECHANIZED PUSHING, DRAGGING, OR OTHER SIMILAR ACTIVITIES THAT REDDISTRIBUTE SOIL MATERIAL."
  12. A PERMANENT MODULAR TRAILER MAY BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH THE CHESTER COUNTY BUILDING DEPARTMENT.
  13. INVERTERS SHALL BE LOCATED A MINIMUM OF 200' FROM THE PARCEL BOUNDARY LINE AND SHALL BE LOCATED INWARD OF THE ARRAY EDGES WHERE THERE IS AT LEAST 150' OF PANEL AREA AROUND IT.
  14. APPLICANT WILL PROVIDE A MINIMUM 50 FOOT VEGETATED BUFFER TO SCREEN ADJOINING RESIDENTIALLY USED PROPERTY AND PUBLIC ROADS AS SHOWN ON THE SITE PLAN.
  15. IF APPROVED, THE SITE PLAN (AS MAY BE AMENDED FROM TIME TO TIME) AND ASSOCIATED SPECIAL EXCEPTION PERMIT SHALL BE VESTED FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH TIME CONSTRUCTION IS INITIATED.
  16. MANAGED REGROWTH AREAS AS SHOWN ON THE SITE PLAN WILL BE MANAGED TO FACILITATE NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6' THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 WETLAND AREA

PIN	OWNER	ADDRESS	ZONING	PARCEL ACREAGE
155-00-00-024-000	THE JAMES S. CARTER SR. LIVING TRUST	1490 BURL IVY WAY HEMPHILL, TX 75948	R2	102.45
155-00-00-025-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	181.08
144-00-00-019-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	197.48
144-00-00-021-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	122.23
144-00-00-018-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	81.44
144-00-00-022-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	52.62
155-00-00-039-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL, TX 75948	R3	58.35

**Rutabaga Holdings, LLC**  
 Chester County, SC

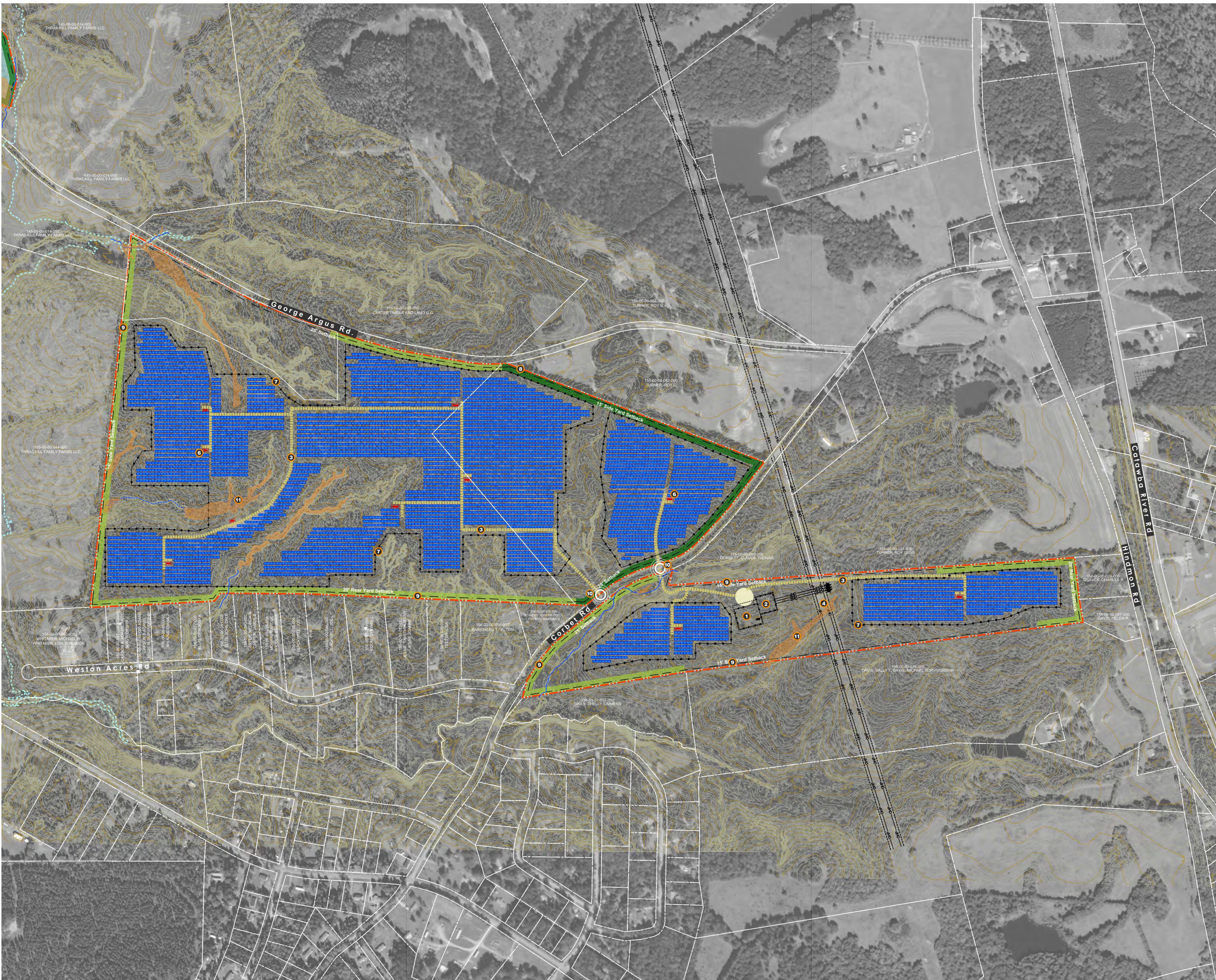


Title  
**Conceptual Site Plan**

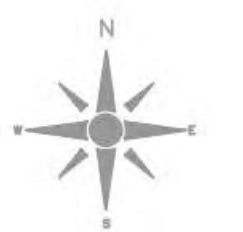
Date  
**07.5.22**

Scale  
**SCALE: 1"= 500'**  
 0 250' 500' 1000'

Sheet Number  
**SP-1**



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 50' BUFFER OF EXISTING VEGETATION
- 9 50' BUFFER OF MANAGED REGROWTH
- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA



# Rutabaga Holdings, LLC

Chester County, SC



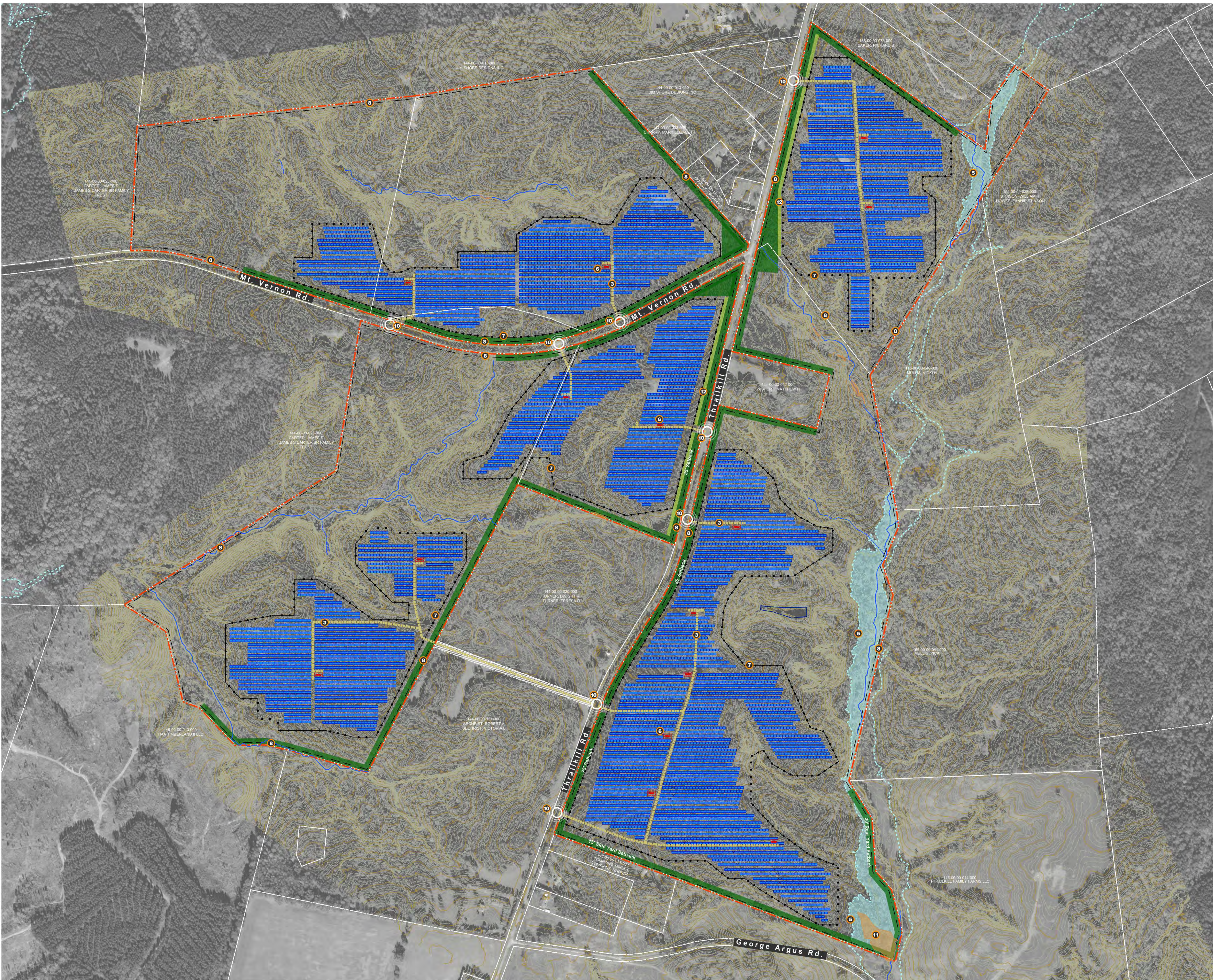
Title  
**Conceptual Site Plan**

Date  
**07.5.22**

Scale  
**SCALE: 1"= 250'**  
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Sheet Number

**SP-2**



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 50' BUFFER OF EXISTING VEGETATION
- 9 50' BUFFER OF MANAGED REGROWTH
- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA
- 12 25' BUFFER OF MANAGED REGROWTH



**Rutabaga Holdings, LLC**  
Chester County, SC



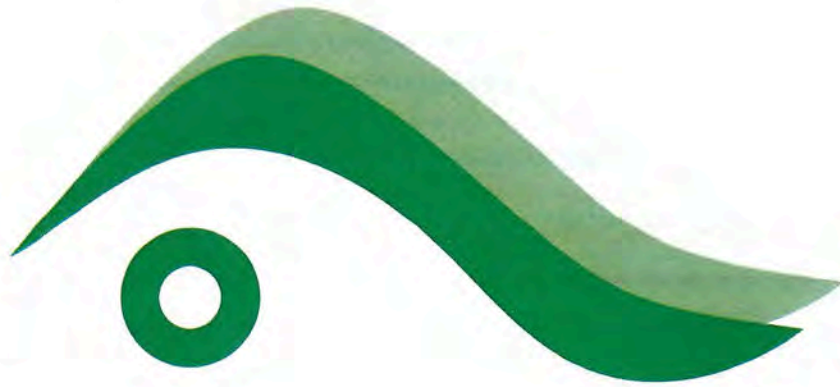
Title  
Conceptual Site Plan

Date  
07.5.22

Scale  
SCALE: 1"= 250'  
0 125' 250' 500'

Sheet Number  
SP-3

**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

---

**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*

Jenna E. Lee  
[REDACTED]

May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

**Re: Rutabaga Holdings, LLC Rezoning Application**

Dear Mr. Levister:

I am pleased to submit on behalf of Rutabaga Holdings, LLC, an affiliate of Birdseye Renewable Energy ("Birdseye"), the attached Rezoning application seeking to rezone property located in Chester, South Carolina from the Rural Three District (R-3) to the Rural Two District (R-2) to allow for the installation of a solar farm. The properties proposed to be rezoned include the seven following existing parcels: 144-00-00-018-000; 144-00-00-019-00; 144-00-00-021-000; 144-00-00-022-000; 155-00-00-25-000; and 155-00-00-039-000 (the "Property").

Pursuant to the requirements of the Zoning Ordinance of Chester County (the "Ordinance"), this letter of intent and the attached exhibits provide the documentation required by Chester County in consideration of this request.

1. Completed Rezoning Application;
2. Owner Permission Letters;
3. Plats of the Property;
4. Concept Plan prepared by Birdseye Renewable Energy;
5. Memorandum of Lease and Amendments;
6. Facility Decommissioning Plan prepared by Chris Sandifer, P.E. (including C.V.);
7. Health and Safety Affidavit prepared by Chris Sandifer, P.E.;
8. Land Use Consistency Memorandum prepared by Kara W. Drane, AICP; and
9. Wildlife Permeable Fencing exhibit.
10. South Carolina Solar Habitat Scorecard

We believe the attached documentation represents a complete Rezoning application pursuant to Sections 8-100 and 8-102 of the Ordinance. Birdseye intends to supplement this application with an ALTA survey when that survey is completed. Birdseye has also contacted the Chester County Fire Marshall and provided a project site plan for review. Feedback from that office will be considered in the Project's final design.

Additionally, Birdseye intends to seek approval of a Special Exception to allow for the proposed solar farm use upon the approval of the requested Rezoning. Birdseye will provide all necessary documentation in support of the Special Exception application upon submittal. Birdseye also plans to update this application with the following materials before the June 21st Planning Commission meeting:

1. Draft Emergency Action Plan; and
2. Property Value Impact Report prepared by Richard Kirkland, MIA.

Birdseye is hosting a community meeting on Thursday, June 2, 2022 at 6:00 p.m. The meeting will be held at the Fort Lawn Community Center.

#### Site Design

Birdseye's proposed solar installation (the "Project") is designed to comply with the minimum site development standards outlined in the Ordinance. The Project will include a solar installation including approximately 600-700 acres of property as shown on the attached Concept Plan. All structures to be located on the Property will be less than 25 feet in height and all setbacks and buffer widths will meet or exceed the Ordinance requirements. The Project will be surrounded by security fence of at least six feet in height and adequate access will be provided for emergency service vehicles.

The attached Concept Plan provides the maximum proposed Project footprint, although the final footprint may be reduced as the final Project design is refined. Once complete, the Project will connect to and serve Duke Energy's existing power transmission grid. Power distribution lines within the facility will be located underground except for at the Point of Interconnection of the facility to the power grid.

#### Project Operations and Safety

Rutabaga Holdings, LLC will lease the Property from Carter Timber and Land, LLC and James S. Carter Sr. Family Trust. Currently, Birdseye's parent company, Dominion Energy, Inc., plans to own and operate the facility once constructed. Solar installations are a passive, safe, and low intensity land use compatible with nearby farm and low-density residential uses. As provided in the attached Health and Safety Affidavit prepared by Birdseye's engineering consultant, the Project materials are non-combustible, create no site emissions, odor, or dust. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community.

As further provided in the Health and Safety Affidavit, solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. The Project is an unmanned facility and, accordingly, no permanent on-site parking or loading areas are proposed. Sound during full output operations of the Project



will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

---

Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, consisting of a vertical line that curves into a horizontal line extending to the right.

Jenna E. Lee


**Rezoning Application**

**Birdseye Renewable Energy, LLC Petitioner**

**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
\_\_\_\_\_  
TRUSTEE  
James S. Carter Sr. Family Trust


**Rezoning Application**

**Birdseye Renewable Energy, LLC Petitioner**

**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-022-000, 144-00-00-019-000, 155-00-00-025-000 and 155-00-00-039-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
Matthew Parton  
Carter Timber and Land LLC



**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: 6-21-2022 Case # CCMA 22-09 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a Special Exception in R-2.

*Copy of plat must be presented with the application request*

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

**Property Address Information**

Property address: Thrailkill Road  
 Tax Map Number: 144-00-00-019-000 Acres: 201

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

PLEASE PRINT:

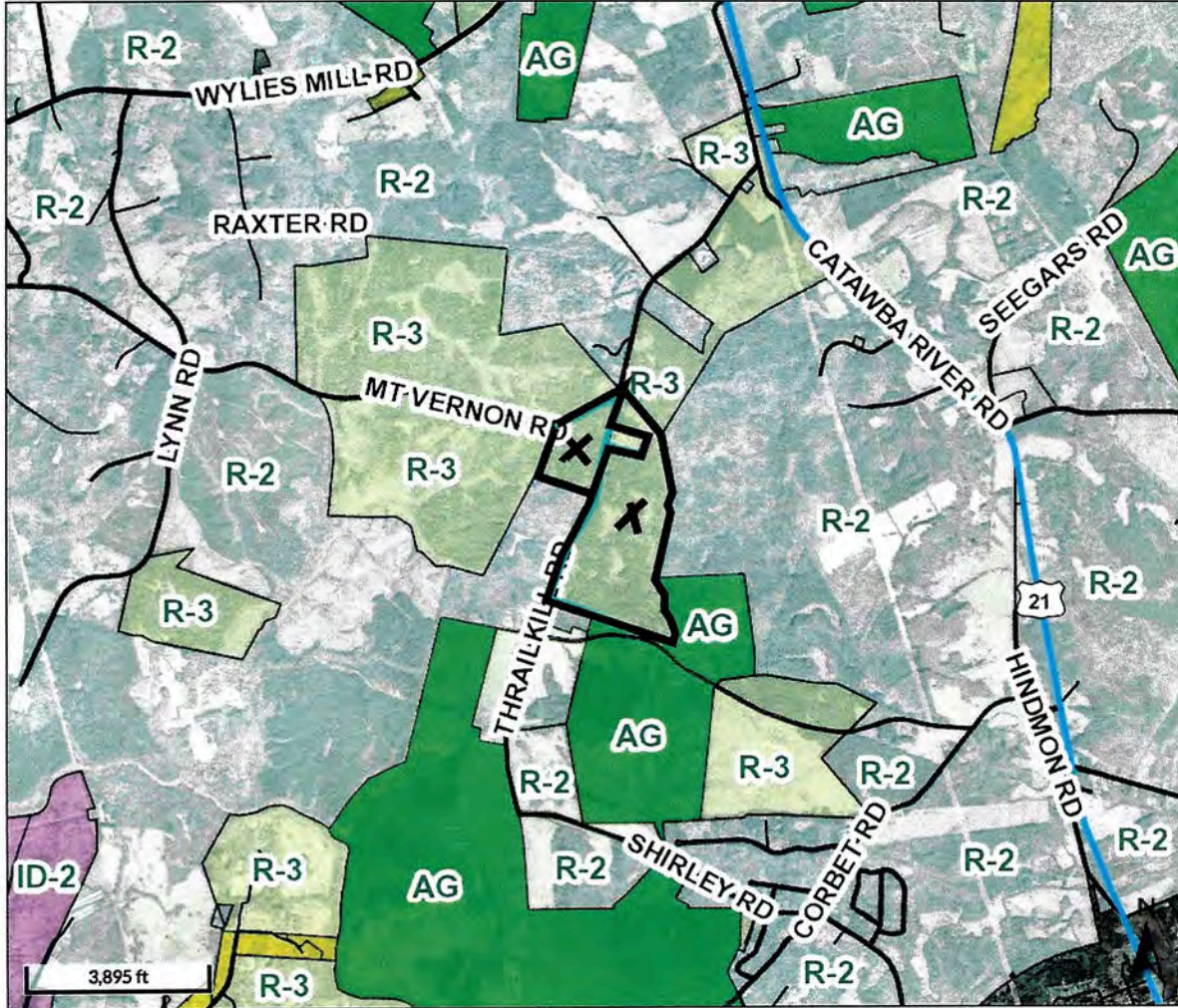
Applicant (s): Birdseye Renewable Energy  
 Address 1125 E. Morehead Street Suite 202 Charlotte, NC 28204  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): Carter Timber and Land, LLC  
 Address: 1490 Burl Ivy Way Hemphill, TX 75948  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

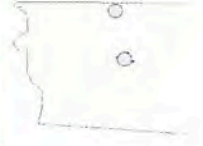
**I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.**

Owner's signature: [Signature] Date: 4/13/22  
 Applicant signature: [Signature] Date: 4/14/22

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



Overview



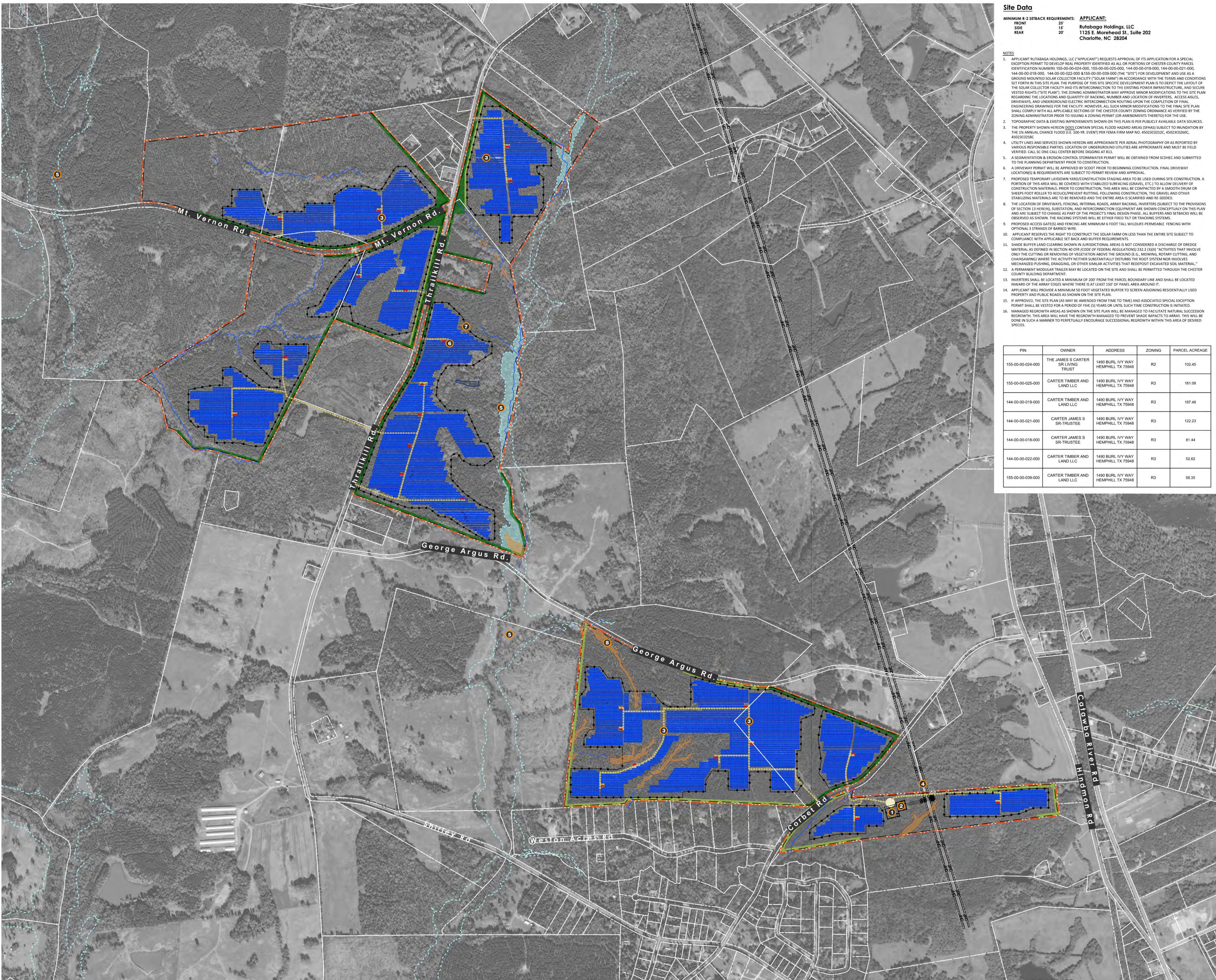
Parcel ID	144-00-00-019-000	Alternate ID	n/a	Owner Address	CARTER TIMBER AND LAND LLC
Sec/Twp/Rng	n/a	Class	AC		1490 BURL IVY WAY
Property Address		Acreage	197.483		HEMPHILL TX 75948
District	05				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 6/21/2022  
 Last Data Uploaded: 6/21/2022 4:01:19 AM

Developed by  **Schneider**  
 GEOSPATIAL

**CCMA22-09: Birdseye Renewable Energy Request Tax Map # 155-00-00-025-000 on George Angus Road be rezoned from Rural Three (R3) to Rural Two (R2). Chairman Raines withdrew his second, Commissioner Grant withdrew his motion. Chairman Raines motioned to approve the rezoning as it's been requested with the reverter clause for five years for Birdseye to complete their project. In addition to that, they would have two years to connect and have Duke make a connection to the 100 kV line to make solar farm basically operational if not it would revert back to R 3 zoning the time would start with final approval from County Council second by Commissioner Howell. Vote 4-1 to approve. Commissioner Hill opposed.**



**Site Data**

MINIMUM 8-2 SETBACK REQUIREMENTS:	APPLICANT:
FRONT 25'	Rutabaga Holdings, LLC
SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

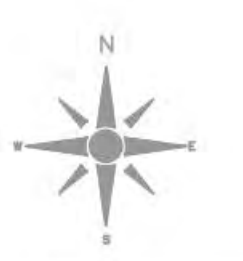
- NOTES**
1. APPLICANT RUTABAGA HOLDINGS, LLC ("APPLICANT") REQUESTS APPROVAL OF ITS APPLICATION FOR A SPECIAL EXCEPTION PERMIT TO DEVELOP REAL PROPERTY IDENTIFIED AS ALL OR PORTIONS OF CHESTER COUNTY PARCEL IDENTIFICATION NUMBERS 155-00-00-024-000, 155-00-00-025-000, 144-00-00-019-000, 144-00-00-021-000, 144-00-00-018-000, 144-00-00-022-000 & 155-00-00-039-000 (THE "SITE") FOR DEVELOPMENT AND USE AS A GROUND MOUNTED SOLAR COLLECTOR FACILITY ("SOLAR FARM") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SITE PLAN. THE PURPOSE OF THIS SITE SPECIFIC DEVELOPMENT PLAN IS TO DEFINE THE LAYOUT OF THE SOLAR COLLECTOR FACILITY AND ITS INTERCONNECTION TO THE EXISTING POWER INFRASTRUCTURE, AND SECURE VESTED RIGHTS (SITE PLAN). THE ZONING ADMINISTRATOR MAY APPROVE MINOR MODIFICATIONS TO THE SITE PLAN REGARDING THE LOCATIONS AND QUANTITY OF RACKING, NUMBER AND LOCATION OF INVERTERS, ACCESS ARIES, DRIVEWAYS, AND UNDERGROUND ELECTRIC INTERCONNECTION ROUTING UPON THE COMPLETION OF FINAL ENGINEERING DRAWINGS FOR THE FACILITY. HOWEVER, ALL SUCH MINOR MODIFICATIONS TO THE FINAL SITE PLAN SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CHESTER COUNTY ZONING ORDINANCE AS VERIFIED BY THE ZONING ADMINISTRATOR PRIOR TO ISSUING A ZONING PERMIT OR AMENDMENTS THEREOF FOR THE USE.
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  12. A PERMANENT MODULAR TRAILER MAY BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH THE CHESTER COUNTY BUILDING DEPARTMENT.
  13. INVERTERS SHALL BE LOCATED A MINIMUM OF 200' FROM THE PARCEL BOUNDARY LINE AND SHALL BE LOCATED INWARD OF THE ARRAY EDGES WHERE THERE IS AT LEAST 150' OF PANEL AREA AROUND IT.
  14. APPLICANT WILL PROVIDE A MINIMUM 50 FOOT VEGETATED BUFFER TO SCREEN ADJOINING RESIDENTIALLY USED PROPERTY AND PUBLIC ROADS AS SHOWN ON THE SITE PLAN.
  15. IF APPROVED, THE SITE PLAN (AS MAY BE AMENDED FROM TIME TO TIME) AND ASSOCIATED SPECIAL EXCEPTION PERMIT SHALL BE VESTED FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH TIME CONSTRUCTION IS INITIATED.
  16. MANAGED REGROWTH AREAS AS SHOWN ON THE SITE PLAN WILL BE MANAGED TO FACILITATE NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6' THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 WETLAND AREA

PIN	OWNER	ADDRESS	ZONING	PARCEL ACREAGE
155-00-00-024-000	THE JAMES S. CARTER SR. LIVING TRUST	1490 BURL IVY WAY HEMPHILL TX 75948	R2	102.45
155-00-00-025-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	181.08
144-00-00-019-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	197.48
144-00-00-021-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL TX 75948	R3	122.23
144-00-00-018-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL TX 75948	R3	81.44
144-00-00-022-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	52.62
155-00-00-039-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	58.35

**Rutabaga Holdings, LLC**  
 Chester County, SC



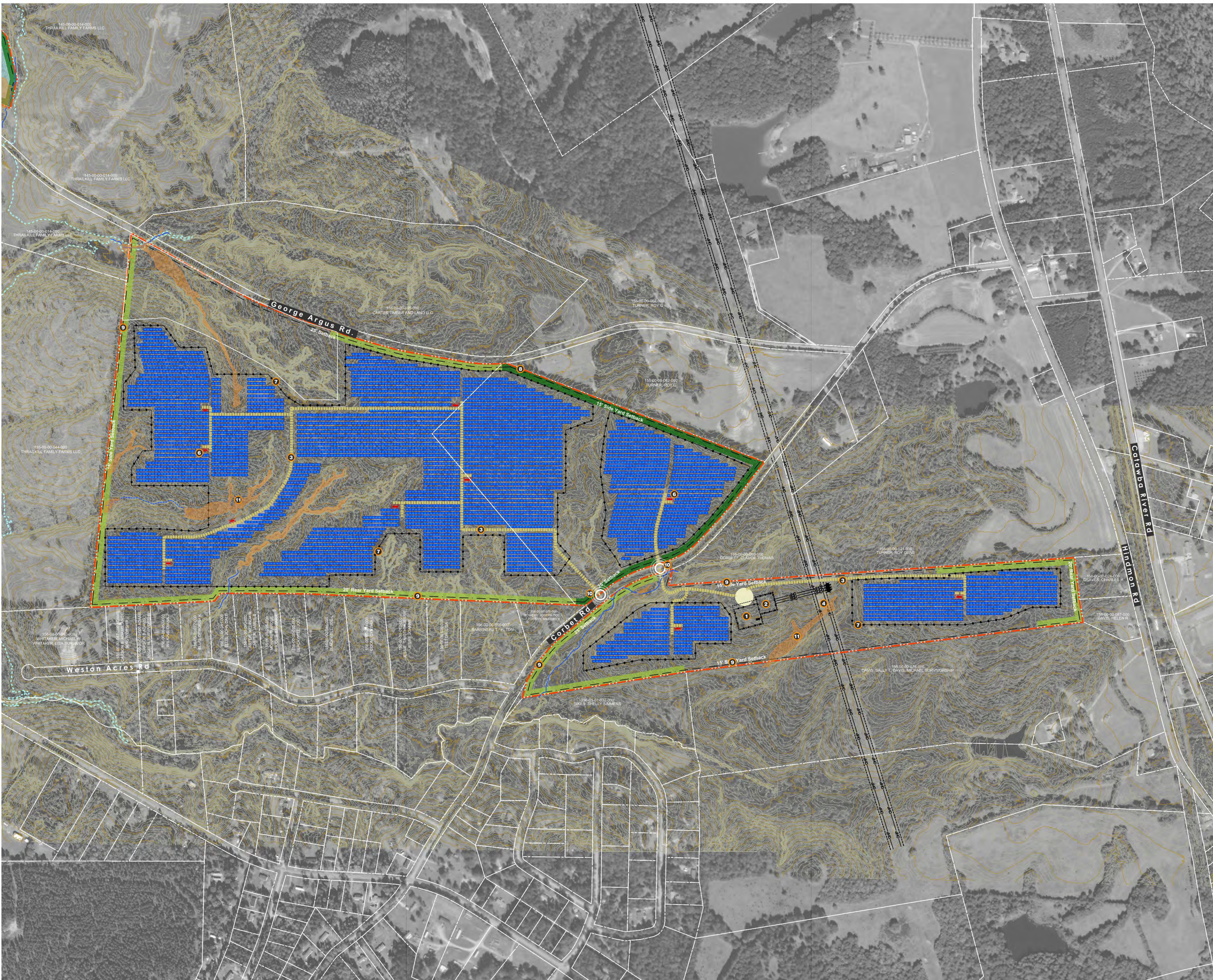
Title  
**Conceptual Site Plan**

Date  
**07.5.22**

Scale  
**SCALE: 1"= 500'**  
 0 250' 500' 1000'

Sheet Number  
**SP-1**





- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
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- 8 50' BUFFER OF EXISTING VEGETATION
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- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA



# Rutabaga Holdings, LLC

Chester County, SC

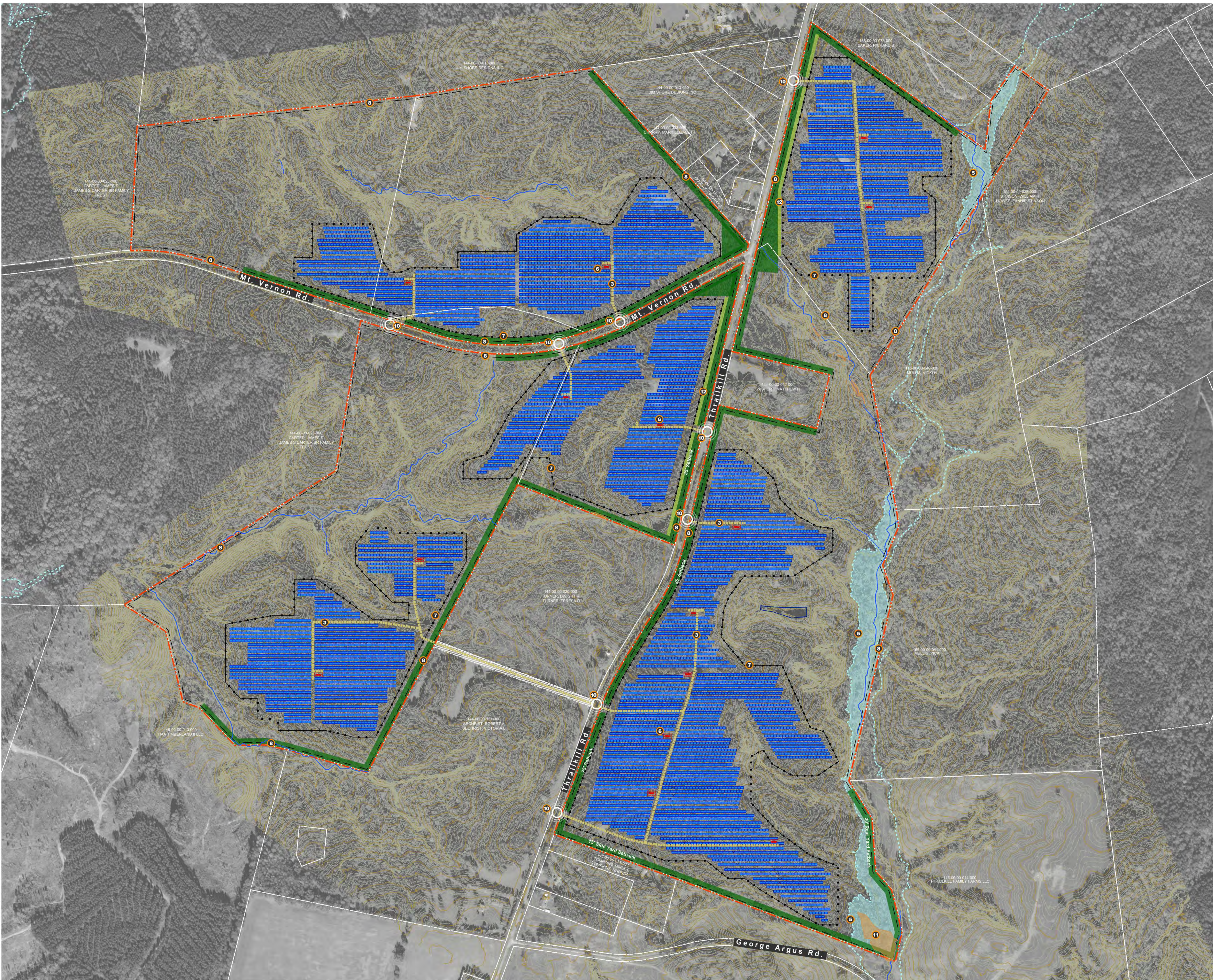


Title  
**Conceptual Site Plan**

Date  
**07.5.22**

Scale  
 SCALE: 1"= 250'  
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Sheet Number  
**SP-2**



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 50' BUFFER OF EXISTING VEGETATION
- 9 50' BUFFER OF MANAGED REGROWTH
- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA
- 12 25' BUFFER OF MANAGED REGROWTH



**Rutabaga Holdings, LLC**  
Chester County, SC



Title  
Conceptual Site Plan

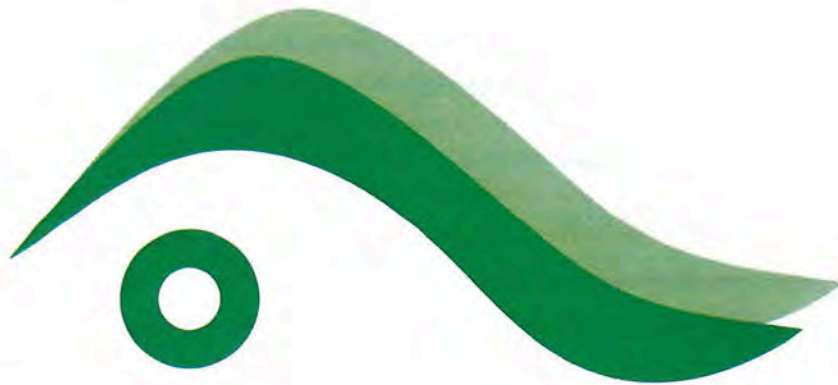
Date  
07.5.22

Scale  
SCALE: 1"= 250'  
0 125' 250' 500'

Sheet Number

**SP-3**

**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

---

**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*

Jenna E. Lee  
[REDACTED]

May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

**Re: Rutabaga Holdings, LLC Rezoning Application**

Dear Mr. Levister:

I am pleased to submit on behalf of Rutabaga Holdings, LLC, an affiliate of Birdseye Renewable Energy ("Birdseye"), the attached Rezoning application seeking to rezone property located in Chester, South Carolina from the Rural Three District (R-3) to the Rural Two District (R-2) to allow for the installation of a solar farm. The properties proposed to be rezoned include the seven following existing parcels: 144-00-00-018-000; 144-00-00-019-00; 144-00-00-021-000; 144-00-00-022-000; 155-00-00-25-000; and 155-00-00-039-000 (the "Property").

Pursuant to the requirements of the Zoning Ordinance of Chester County (the "Ordinance"), this letter of intent and the attached exhibits provide the documentation required by Chester County in consideration of this request.

1. Completed Rezoning Application;
2. Owner Permission Letters;
3. Plats of the Property;
4. Concept Plan prepared by Birdseye Renewable Energy;
5. Memorandum of Lease and Amendments;
6. Facility Decommissioning Plan prepared by Chris Sandifer, P.E. (including C.V.);
7. Health and Safety Affidavit prepared by Chris Sandifer, P.E.;
8. Land Use Consistency Memorandum prepared by Kara W. Drane, AICP; and
9. Wildlife Permeable Fencing exhibit.
10. South Carolina Solar Habitat Scorecard

We believe the attached documentation represents a complete Rezoning application pursuant to Sections 8-100 and 8-102 of the Ordinance. Birdseye intends to supplement this application with an ALTA survey when that survey is completed. Birdseye has also contacted the Chester County Fire Marshall and provided a project site plan for review. Feedback from that office will be considered in the Project's final design.

Additionally, Birdseye intends to seek approval of a Special Exception to allow for the proposed solar farm use upon the approval of the requested Rezoning. Birdseye will provide all necessary documentation in support of the Special Exception application upon submittal. Birdseye also plans to update this application with the following materials before the June 21st Planning Commission meeting:

1. Draft Emergency Action Plan; and
2. Property Value Impact Report prepared by Richard Kirkland, MIA.

Birdseye is hosting a community meeting on Thursday, June 2, 2022 at 6:00 p.m. The meeting will be held at the Fort Lawn Community Center.

#### Site Design

Birdseye's proposed solar installation (the "Project") is designed to comply with the minimum site development standards outlined in the Ordinance. The Project will include a solar installation including approximately 600-700 acres of property as shown on the attached Concept Plan. All structures to be located on the Property will be less than 25 feet in height and all setbacks and buffer widths will meet or exceed the Ordinance requirements. The Project will be surrounded by security fence of at least six feet in height and adequate access will be provided for emergency service vehicles.

The attached Concept Plan provides the maximum proposed Project footprint, although the final footprint may be reduced as the final Project design is refined. Once complete, the Project will connect to and serve Duke Energy's existing power transmission grid. Power distribution lines within the facility will be located underground except for at the Point of Interconnection of the facility to the power grid.

#### Project Operations and Safety

Rutabaga Holdings, LLC will lease the Property from Carter Timber and Land, LLC and James S. Carter Sr. Family Trust. Currently, Birdseye's parent company, Dominion Energy, Inc., plans to own and operate the facility once constructed. Solar installations are a passive, safe, and low intensity land use compatible with nearby farm and low-density residential uses. As provided in the attached Health and Safety Affidavit prepared by Birdseye's engineering consultant, the Project materials are non-combustible, create no site emissions, odor, or dust. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community.

As further provided in the Health and Safety Affidavit, solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. The Project is an unmanned facility and, accordingly, no permanent on-site parking or loading areas are proposed. Sound during full output operations of the Project

will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

---

Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,


A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line that extends to the right.

Jenna E. Lee

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
\_\_\_\_\_  
**TRUSTEE**  
**James S. Carter Sr. Family Trust**



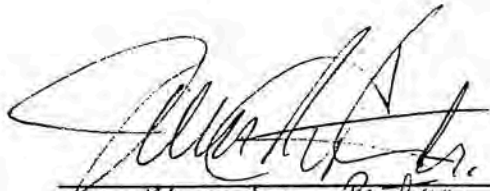
**Rezoning Application**

**Birdseye Renewable Energy, LLC Petitioner**

**Permissions Letter**

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This 13 day of April 2022.

  
Marjorie Paulsen  
Carter Timber and Land LLC



**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: 6-21-2022 Case # CCMA22-10 Invoice # 5212

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

Please give your reason for this rezoning request:

To allow for a solar facility, permitted as a Special Exception in R-2.

Copy of plat must be presented with the application request

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

Property Address Information

Property address: Mt. Vernon Road  
 Tax Map Number: 144-00-00-018-000 Acres: 84

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

PLEASE PRINT:

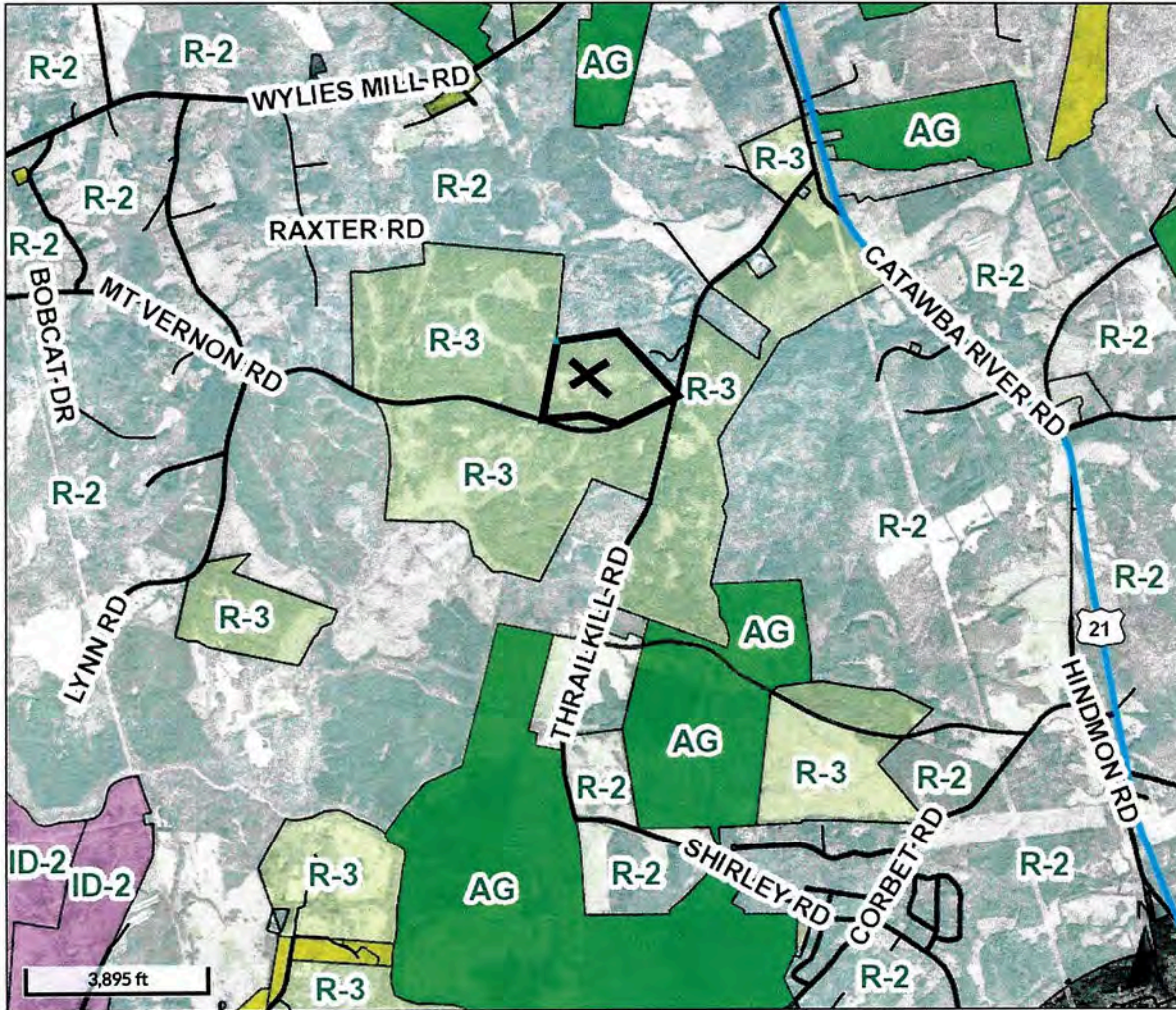
Applicant (s): Birdseye Renewable Energy  
 Address 1125 E. Morehead Street Suite 202 Charlotte, NC 28204  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Owner(s) if other than applicant(s): James S. Carter Sr. Family Trust  
 Address: 1490 Burl Ivy Way Hemphill, TX 75948  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

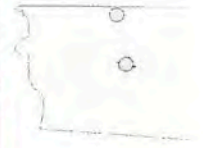
I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 4/13/22  
 Applicant signature: [Signature] Date: 4/14/22

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



Overview



Parcel ID	144-00-00-018-000	Alternate ID	n/a	Owner Address	CARTER JAMES S SR-TRUSTEE
Sec/Twp/Rng	n/a	Class	LA		JAMES S CARTER SR FAMILY TRUST
Property Address		Acreage	81.437		1490 BURL IVY WAY
					HEMPHILL TX 75948
District	05				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 6/21/2022  
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Developed by  **Schneider**  
 GEOSPATIAL

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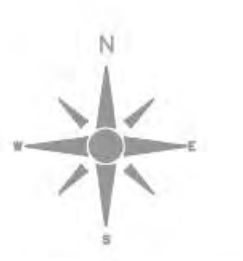
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SIDE 15'	1125 E. Morehead St., Suite 202
REAR 20'	Charlotte, NC 28204

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  11. SHADE BUFFER LAND CLEARING SHOWN IN JURISDICTIONAL AREAS IS NOT CONSIDERED A DISCHARGE OF DREDGE MATERIAL AS DEFINED IN SECTION 40 OF THE CODE OF FEDERAL REGULATIONS 232.2 (D) (1) (B) ACTIVITIES THAT INVOLVE ONLY THE CUTTING OR REMOVING OF VEGETATION ABOVE THE GROUND (I.E., MOWING, ROTARY CUTTING, AND CHAINSAWING) WHERE THE ACTIVITY NEITHER SUBSTANTIALLY DISTURBS THE ROOT SYSTEM NOR INVOLVES MECHANIZED PUSHING, DRAGGING, OR OTHER SIMILAR ACTIVITIES THAT REDDISTRIBUTE SOIL MATERIAL.
  12. A PERMANENT MODULAR TRAILER MAY BE LOCATED ON THE SITE AND SHALL BE PERMITTED THROUGH THE CHESTER COUNTY BUILDING DEPARTMENT.
  13. INVERTERS SHALL BE LOCATED A MINIMUM OF 200' FROM THE PARCEL BOUNDARY LINE AND SHALL BE LOCATED INWARD OF THE ARRAY EDGES WHERE THERE IS AT LEAST 150' OF PANEL AREA AROUND IT.
  14. APPLICANT WILL PROVIDE A MINIMUM 50 FOOT VEGETATED BUFFER TO SCREEN ADJOINING RESIDENTIALLY USED PROPERTY AND PUBLIC ROADS AS SHOWN ON THE SITE PLAN.
  15. IF APPROVED, THE SITE PLAN (AS MAY BE AMENDED FROM TIME TO TIME) AND ASSOCIATED SPECIAL EXCEPTION PERMIT SHALL BE VESTED FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH TIME CONSTRUCTION IS INITIATED.
  16. MANAGED REGROWTH AREAS AS SHOWN ON THE SITE PLAN WILL BE MANAGED TO FACILITATE NATURAL SUCCESSION REGROWTH. THIS AREA WILL HAVE THE REGROWTH MANAGED TO PREVENT SHADE IMPACTS TO ARRAY. THIS WILL BE DONE IN SUCH A MANNER TO PERPETUALLY ENCOURAGE SUCCESSIONAL REGROWTH WITHIN THIS AREA OF DESIRED SPECIES.

PIN	OWNER	ADDRESS	ZONING	PARCEL ACREAGE
155-00-00-024-000	THE JAMES S. CARTER SR. LIVING TRUST	1490 BURL IVY WAY HEMPHILL TX 75948	R2	102.45
155-00-00-025-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	181.08
144-00-00-019-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	197.48
144-00-00-021-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL TX 75948	R3	122.23
144-00-00-018-000	CARTER JAMES S SR-TRUSTEE	1490 BURL IVY WAY HEMPHILL TX 75948	R3	81.44
144-00-00-022-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	52.62
155-00-00-039-000	CARTER TIMBER AND LAND LLC	1490 BURL IVY WAY HEMPHILL TX 75948	R3	58.35



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6' THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 WETLAND AREA



**Rutabaga Holdings, LLC**  
Chester County, SC

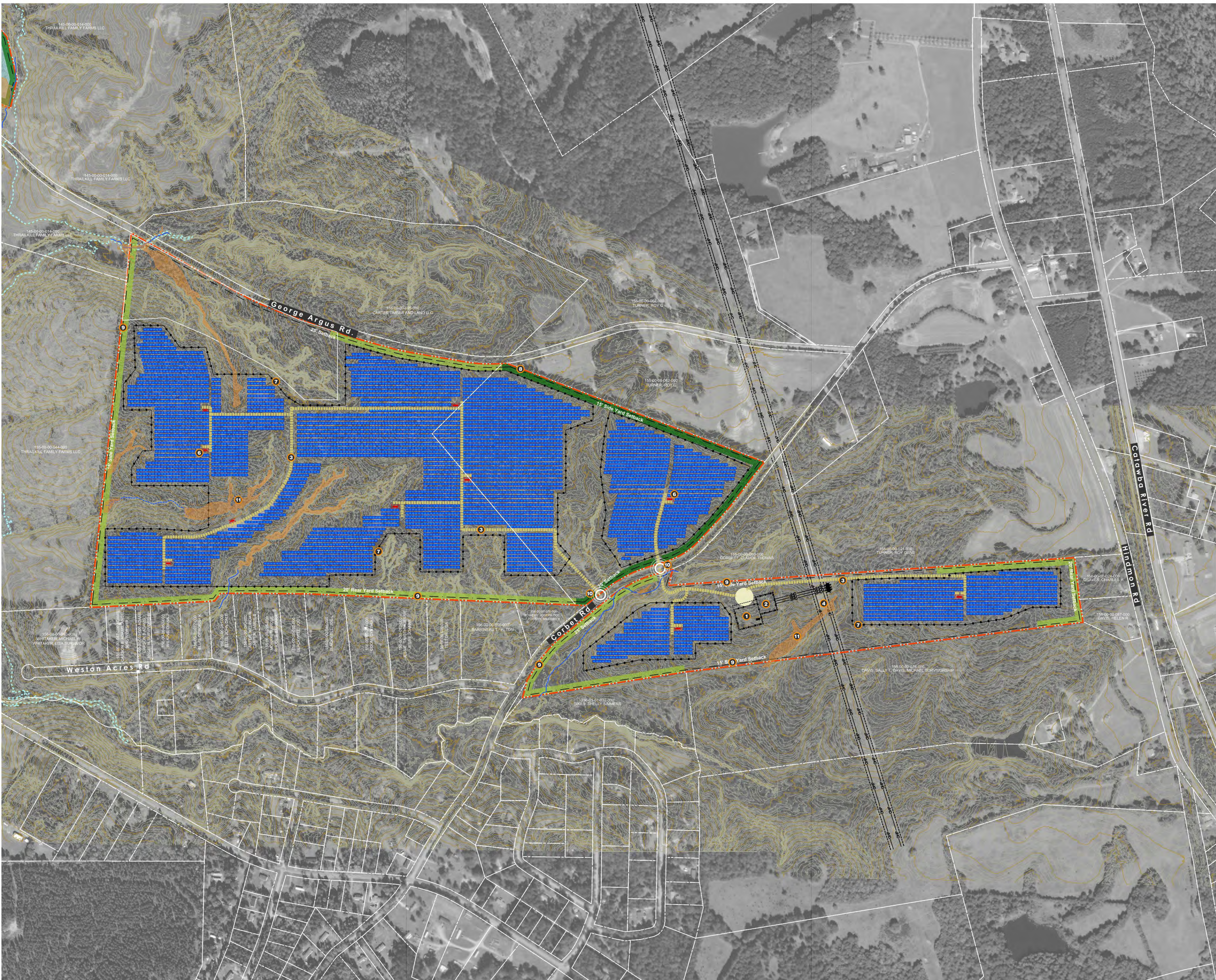


Title  
**Conceptual Site Plan**

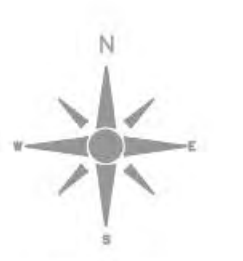
Date  
**07.5.22**

Scale  
**SCALE: 1"= 500'**  
0 250' 500' 1000'

Sheet Number  
**SP-1**



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 50' BUFFER OF EXISTING VEGETATION
- 9 50' BUFFER OF MANAGED REGROWTH
- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA



# Rutabaga Holdings, LLC

Chester County, SC

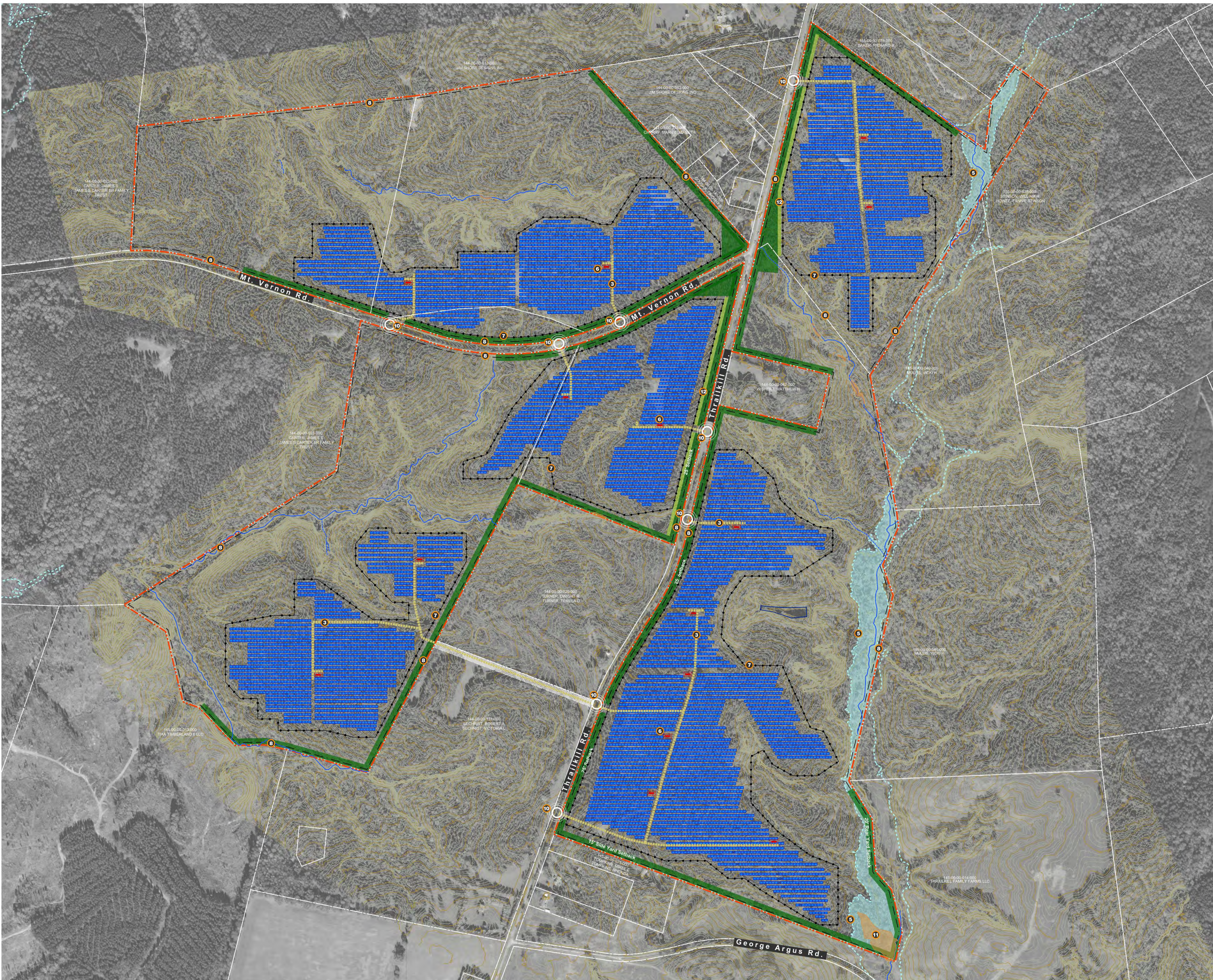


Title  
**Conceptual Site Plan**

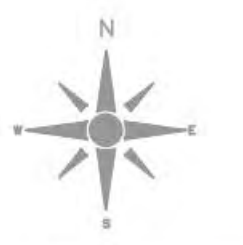
Date  
**07.5.22**

Scale  
**SCALE: 1"= 250'**  
 0 125' 250' 500'

Sheet Number  
**SP-2**



- 1 PROJECT SUBSTATION
- 2 UTILITY SUBSTATION
- 3 14' WIDE X 6" THICK GRAVEL ACCESS DRIVE
- 4 EXISTING TRANSMISSION LINE
- 5 FLOOD HAZARD AREA
- 6 INVERTER STATION
- 7 PERIMETER FENCE
- 8 50' BUFFER OF EXISTING VEGETATION
- 9 50' BUFFER OF MANAGED REGROWTH
- 10 PROPOSED DRIVEWAY
- 11 WETLAND AREA
- 12 25' BUFFER OF MANAGED REGROWTH



# Rutabaga Holdings, LLC

Chester County, SC



Title  
**Conceptual Site Plan**

Date  
**07.5.22**

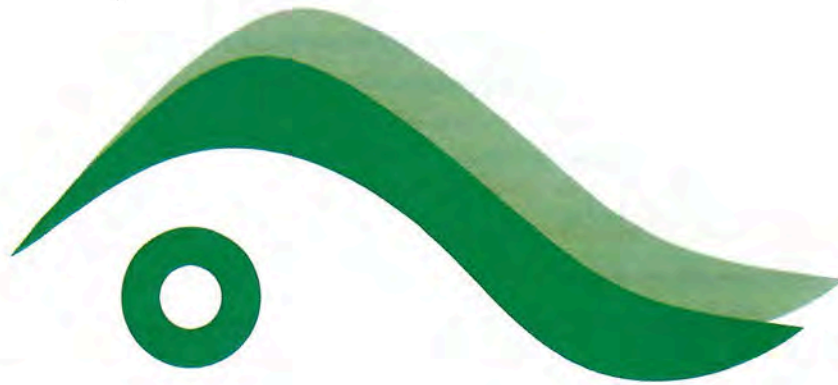
Scale  
 SCALE: 1"= 250'

0 125' 250' 500'

Sheet Number

**SP-3**

**Rutabaga Holdings, LLC**  
**Rezoning Package**  
**Submitted May 20, 2022**



**BIRDSEYE**

---

**RENEWABLE ENERGY<sup>SM</sup>**

*A DOMINION ENERGY COMPANY*



Jenna E. Lee  
[REDACTED]

May 20, 2022

**VIA HAND DELIVERY**

Mr. Mike Levister, Planning Director  
Chester County Building & Zoning  
1476 J.A. Cochran Bypass  
Chester, South Carolina 29706

**Re: Rutabaga Holdings, LLC Rezoning Application**

Dear Mr. Levister:

I am pleased to submit on behalf of Rutabaga Holdings, LLC, an affiliate of Birdseye Renewable Energy ("Birdseye"), the attached Rezoning application seeking to rezone property located in Chester, South Carolina from the Rural Three District (R-3) to the Rural Two District (R-2) to allow for the installation of a solar farm. The properties proposed to be rezoned include the seven following existing parcels: 144-00-00-018-000; 144-00-00-019-00; 144-00-00-021-000; 144-00-00-022-000; 155-00-00-25-000; and 155-00-00-039-000 (the "Property").

Pursuant to the requirements of the Zoning Ordinance of Chester County (the "Ordinance"), this letter of intent and the attached exhibits provide the documentation required by Chester County in consideration of this request.

1. Completed Rezoning Application;
2. Owner Permission Letters;
3. Plats of the Property;
4. Concept Plan prepared by Birdseye Renewable Energy;
5. Memorandum of Lease and Amendments;
6. Facility Decommissioning Plan prepared by Chris Sandifer, P.E. (including C.V.);
7. Health and Safety Affidavit prepared by Chris Sandifer, P.E.;
8. Land Use Consistency Memorandum prepared by Kara W. Drane, AICP; and
9. Wildlife Permeable Fencing exhibit.
10. South Carolina Solar Habitat Scorecard

We believe the attached documentation represents a complete Rezoning application pursuant to Sections 8-100 and 8-102 of the Ordinance. Birdseye intends to supplement this application with an ALTA survey when that survey is completed. Birdseye has also contacted the Chester County Fire Marshall and provided a project site plan for review. Feedback from that office will be considered in the Project's final design.

Additionally, Birdseye intends to seek approval of a Special Exception to allow for the proposed solar farm use upon the approval of the requested Rezoning. Birdseye will provide all necessary documentation in support of the Special Exception application upon submittal. Birdseye also plans to update this application with the following materials before the June 21st Planning Commission meeting:

1. Draft Emergency Action Plan; and
2. Property Value Impact Report prepared by Richard Kirkland, MIA.

Birdseye is hosting a community meeting on Thursday, June 2, 2022 at 6:00 p.m. The meeting will be held at the Fort Lawn Community Center.

#### Site Design

Birdseye's proposed solar installation (the "Project") is designed to comply with the minimum site development standards outlined in the Ordinance. The Project will include a solar installation including approximately 600-700 acres of property as shown on the attached Concept Plan. All structures to be located on the Property will be less than 25 feet in height and all setbacks and buffer widths will meet or exceed the Ordinance requirements. The Project will be surrounded by security fence of at least six feet in height and adequate access will be provided for emergency service vehicles.

The attached Concept Plan provides the maximum proposed Project footprint, although the final footprint may be reduced as the final Project design is refined. Once complete, the Project will connect to and serve Duke Energy's existing power transmission grid. Power distribution lines within the facility will be located underground except for at the Point of Interconnection of the facility to the power grid.

#### Project Operations and Safety

Rutabaga Holdings, LLC will lease the Property from Carter Timber and Land, LLC and James S. Carter Sr. Family Trust. Currently, Birdseye's parent company, Dominion Energy, Inc., plans to own and operate the facility once constructed. Solar installations are a passive, safe, and low intensity land use compatible with nearby farm and low-density residential uses. As provided in the attached Health and Safety Affidavit prepared by Birdseye's engineering consultant, the Project materials are non-combustible, create no site emissions, odor, or dust. The proposed solar panels do not contain any radioactive material, hazardous chemicals, or other material that could potentially cause harm to the surrounding community.

As further provided in the Health and Safety Affidavit, solar farms are safe, non-hazardous, unobtrusive, environmentally friendly, and advance the public necessity of adopting renewable sourcing of electricity. The Project is an unmanned facility and, accordingly, no permanent on-site parking or loading areas are proposed. Sound during full output operations of the Project

will be indistinguishable from ambient background noise at the Property boundary. Additionally, because solar installations are unpaved, solar farms have beneficial stormwater and ground water recharging effects.

#### Perimeter Fence and Wildlife Protection

The Project will be surrounded by wildlife permeable fencing, which meets National Electric Code standards and allows small wildlife (fox, raccoon, etc.) to move through larger mesh holes in the bottom of the fence. Examples of the proposed fence material are attached hereto. Additionally, Birdseye intends to incorporate elements of the South Carolina Solar Habitat Scorecard (attached) into the site design, as applicable. As part of this effort, Birdseye pioneered the use of Managed Regrowth vegetative buffer systems, which install and/or encourage native, wildlife friendly species within project buffers and setback areas. These buffers provide effective, low maintenance visual screening for the project, and have a much higher survival rate than prescribed planted buffers commonly required for commercial or industrial construction projects, while also providing valuable wildlife habitat.

#### Decommissioning Plan

A decommissioning plan is attached to this application.

#### Land Use Consistency and Reasonableness

As provided in the attached analysis prepared by Colliers Engineering & Design, the proposed solar farm is a low intensity use compatible with surrounding farming and agricultural uses. The Project will have no identifiable impacts on farming, agriculture, rural family dwellings, or the environment.

#### Consistency with Comprehensive Plan

The Project is consistent with the "Chester County Comprehensive Plan 2005-2025." The Property is classified as "Rural" on the County's Future Land Use Plan and is currently surrounded by predominantly agricultural, timber, and residential uses. The proposed solar installation is compatible with low density residential and agricultural uses, consistent with the existing uses and proposed future uses in this portion of the County. The Project will allow for development of valuable renewable energy infrastructure within the County, while also allowing this portion of the County to maintain its predominantly rural character consistent with the stated goals and priorities of the Comprehensive Plan.

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Birdseye respectfully requests approval of the Rezoning application to allow for the proposed solar farm. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,


A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line.

Jenna E. Lee

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-021-000, 144-00-00-018-000 and 144-00-00-023-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

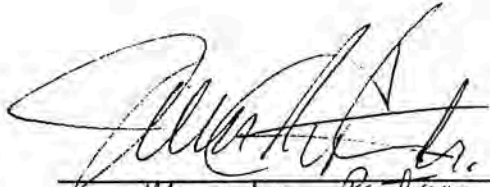
This 13 day of April 2022.

  
\_\_\_\_\_  
TRUSTEE  
James S. Carter Sr. Family Trust

**Rezoning Application**  
**Birdseye Renewable Energy, LLC Petitioner**  
**Permissions Letter**

The undersigned, as the owner of that parcel of land subject to the attached Rezoning Application filed by Birdseye Renewable Energy, LLC that is designated as Tax Parcel Numbers 144-00-00-022-000, 144-00-00-019-000, 155-00-00-025-000 and 155-00-00-039-000 on the Chester County Tax Maps (the "Site"), hereby joins in this Rezoning Application (as may be amended from time to time), naming Birdseye Renewable Energy, LLC as its agent for the purposes of said Rezoning Application, and hereby consents to the development of the Site for Solar Farm use and the construction of related improvements on the Site for same.

This 13 day of April 2022.

  
\_\_\_\_\_  
Manu Singh  
Carter Timber and Land LLC

**Accommodations Tax Advisory Committee (ATAX) Recommendations FY 2022-2023**

<b>APPLICANT</b>	<b>TOTAL PROJECT BUDGET</b>	<b>AMOUNT REQUESTED</b>	<b>AMOUNT RECOMMENDED</b>	<b>% TOURIST LAST YEAR</b>
Chester Arts Council - Jingle Bell Bazaar	\$19,500.00	\$14,000.00	\$4,000.00	46.67%
Chester Arts Council - Operating Support	\$82,000.00	\$38,000.00	\$14,200.00	42.00%
Chester Downtown Development Association - Hog on the Hill	\$15,000.00	\$4,000.00	\$3,900.00	25.18%
Chester Downtown Development Association - HILLARITY	\$25,000.00	\$10,000.00	\$8,500.00	24.97%
Chester Co. Historical Society - Full Time Operation of Museum & Archives	\$75,000.00	\$35,000.00	\$14,000.00	84.44%
Chester Co. Historical Society - Full Time Operation of Chester County Transportation Museum	\$75,000.00	\$35,000.00	\$7,000.00	88.71%
Flopeye Fish Festival - Annual Festival	\$30,000.00	\$15,000.00	\$11,000.00	57.72%
Lando Art Festival	\$1,700.00	\$800.00	\$400.00	16.52%
Lando Southern Summer Picnic	\$1,000.00	\$500.00	\$0.00	8.00%
Lando-Manetta Mills History Center - Lando Days	\$6,500.00	\$3,250.00	\$1,000.00	12.23%
Lando-Manetta Mills History Center - Museum Operations	\$42,000.00	\$21,000.00	\$9,000.00	51.37%
The Homecoming-SL Finley Restoration Association	\$15,000.00	\$5,000.00	\$1,000.00	N/A
Richburg Christmas Parade	\$1,270.00	\$1,270.00	\$0.00	N/A
<b>TOTAL</b>	<b>\$388,970.00</b>	<b>\$182,820.00</b>	<b>\$74,000.00</b>	



Chester County, South Carolina  
Office of Purchasing  
1476 J.A. Cochran Bypass  
PO Box 580  
Chester, SC 29706

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August 15, 2022  
Chester County Council

**RE:** Rodman Sports Complex – Baseball fields

Council approved the original conceptual layout for the Rodman Complex. Our staff has been working with Alliance and some community members to review those plans with regards to concept, potential usage, layout, and costs to create a Class A park. There are several changes that need to be made in order to create this type of park. Please review the issues, remedies and notes listed below.

**Issue No. 1:** The original plans included five baseball fields in the pinwheel, which in theory sounds good, but practically, it's not feasible or workable. To create five fields would only leave approximately 15 ft between each field, which is about the width of the table in the conference room. Associated concerns with this issue include:

1. Insufficient space for spectators to watch the games (standing room only). Spectators watching game A will be standing in close proximity to spectators watching game B.
2. Absolutely no room for bleachers
3. Spectators with small children will become very frustrated because there is no room for the toddlers to move.
4. This would create a nightmare for EMS and other first responders. (Huge safety issue)

**Remedy No. 1:** Our recommendation is to reduce the number of fields in the pinwheel from five to four which will resolve the above issue.

**Issue No. 2:** Having all pinwheel fields measuring at 225' will limit the complex to have only one field to accommodate older children participating in baseball games.

**Remedy No. 2:** Create three fields at 225' and one at 275' which means there will be two fields suitable for older players.

**Issue No. 3:** Insufficient parking spaces to meet the codes for this facility.

**Remedy No. 3:** Create approximately 170 additional parking spaces to meet code requirements.



**Notes:**

1. Bathroom/concession stand will accommodate the number of stalls to meet code.
2. The proposed playground area will be leveled to accommodate an all-inclusive playground installation. All-inclusive means that the playground will be suitable for all children including children with disabilities.
3. ADA parking will be added at the playground.
4. Walking trails will be added using the grant monies available.
5. Sidewalks will be provided between fields including a wide entrance for emergency vehicles.

The staff is excited about the plans submitted by Alliance! We look forward to making this dream a reality!!



**ESTIMATED PARK CAPACITY**

**EXISTING FOUR (4) SOCCER FIELDS:**  
 PLAYERS AND COACH: 17/TEAM X 2 TEAMS X 4 FIELDS= 136 PEOPLE  
 PLAYERS FAMILY AND SUPPORT: 2.5 X 136= 340 PEOPLE  
 STAFF/REFEREES: 5 STAFF AND 4 REFEREE PER FIELD X 4= 21 PEOPLE

**EXISTING ADULT BASEBALL FIELD IN REAR:**  
 PLAYERS AND COACH: 16/TEAM X 2 TEAMS = 32 PEOPLE  
 PLAYERS FAMILY AND SUPPORT: 2.5 X 32= 80 PEOPLE  
 STAFF/REFEREES: 3 STAFF AND 3 REFEREE/SCOREKEEPER= 6 PEOPLE

**PROPOSED QUADRUPEX YOUNG BASEBALL/SOFTBALL FIELDS:**  
 PLAYERS AND COACH: 16/TEAM X 2 TEAMS X 4 FIELDS= 128 PEOPLE  
 PLAYERS FAMILY AND SUPPORT: 2.5 X 128= 320 PEOPLE  
 STAFF/REFEREES: 5 STAFF AND 3 REFEREE/SCOREKEEPER PER FIELD= 17 PEOPLE

**MAXIMUM CAPACITY OF THE PARK WITH BASEBALL AND SOCCER TOURNAMENTS ONGOING SIMULTANEOUSLY: 1,080 PEOPLE ONSITE**

**MINIMUM PARKING SPACES PER ZONING CODE: 1,080 / 4 = 270 SPACES**

**PARKING SUMMARY**

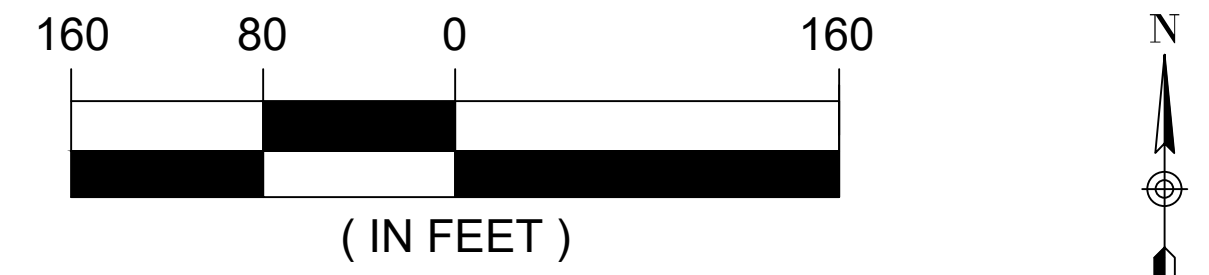
**EXISTING AND PROPOSED PARKING ALONG THE MAIN ENTRANCE: 200 SPACES**  
 (WHICH INCLUDES: 8 ADA IN THE MIDDLE AND 12 ADA AT THE ADULT FIELD FOR VA DAY)

**PROPOSED PARKING AT THE PLAYGROUND: 7 SPACES (2 ADA)**

**PROPOSED PARKING NORTH OF THE QUADRUPEX FIELDS: 61 SPACES (WHICH INCLUDES: 4 ADA SPACES)**

**TOTAL PROVIDED: 270 SPACES (EXISTING AND PROPOSED)**

NOTE: OPEN SPACE TO BE UTILIZED TO MEET BUFFER, LANDSCAPE, AND/OR STORMWATER REQUIREMENTS PER ORDINANCES OF STATE AND LOCAL AGENCIES AT THE TIME OF DEVELOPMENT.



**PROPOSED CONCEPTUAL LAYOUT FOR  
 RODMAN SPORTS COMPLEX  
 AT THE INTERSECTION OF BLANEY AND RODMAN ROAD  
 CHESTER COUNTY, SOUTH CAROLINA**



**PRELIMINARY**



Project No.: P22029  
 August 1, 2022

- A. **CCMA22-12 George Wilmore request Tax Map # 160-03-01-008-000 on Louise Drive to be rezoned Multi-Family Residential District (RG-1) to General Residential District (RG-2).** Mr. Wilmore has property that's on Louise Drive, he would like to give his cousin, a piece of the property to put a home on and to live comfortably in the small community of Georgetown with her family.

Chairman Raines asked Mr. Wilmore according to his application his intent is to place a manufactured home on the property. Mr. Wilmore responded that's correct.

Chairman Raines then stated, "that's why you need that rezoned to allow for that." Mr. Wilmore responded, that's correct.

Chairman Raines then asked if he had water and sewer available on this property? Mr. Wilmore stated yes sir, there used to be a home there before, but we tore it down.

Chairman Raines then stated to Mr. Wilmore, you are putting the new home on the same site where the previous home was? Mr. Wilmore answered, "that's correct."

Chairman Raines asked the commissioners if they had any questions for the applicant? None

Chairman Raines motioned to approve this request, second by Commission Smith. Vote 7-0 to approve.



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

**Zoning Map Amendment (Rezoning) Application**

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 7-19-22 Case # CCMA22-12 Invoice # 5287

The applicant hereby requests that the property described to be rezoned from R6-1 to R02

Please give your reason for this rezoning request:  
to allow MANUFACTURED home

*Copy of plat must be presented with the application request*

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 814

**Property Address Information**

Property address: on Louise Drive 2513 Louise Drive  
 Tax Map Number: 160-03-01-008-000 Acres: \_\_\_\_\_

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

PLEASE PRINT:

Applicant (s): GEORGE WILMOGE  
 Address: 2624 GEORGETOWN RD. GREAT FALLS SC 29055  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

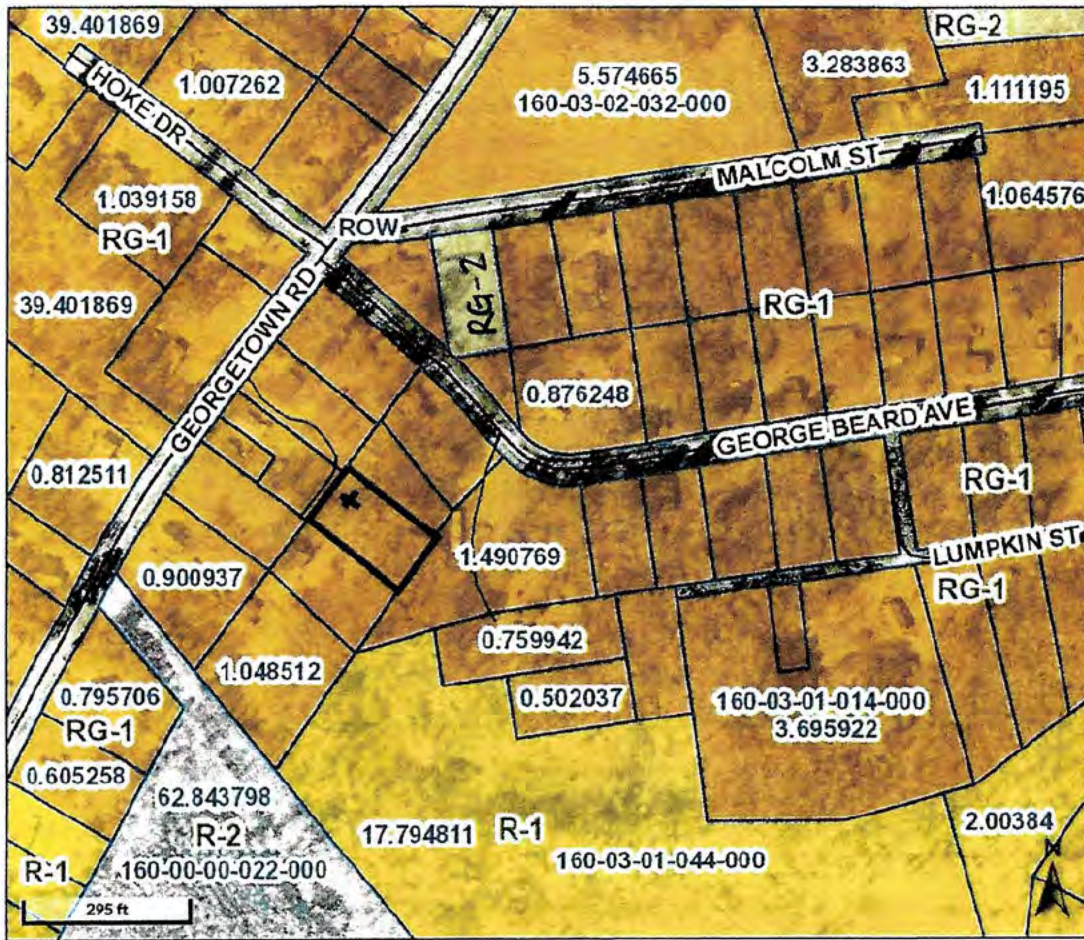
Owner(s) if other than applicant(s): GEORGE WILMOGE  
 Address: 2624 GEORGETOWN RD GREAT FALLS SC 29055  
 Telephone: \_\_\_\_\_ cell \_\_\_\_\_ work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

**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: 6/6/2022

Applicant signature: [Signature] Date: 6/6/2022

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



Overview

Legend

Roads

- Secondary Road
- SC Highway
- Municipals
- Parcels

Chester County Zoning

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

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



Overview

**Legend**

- Roads
  - Secondary Road
  - SC Highway
- Municipals
- Parcels
- County Boundary

Parcel ID	160 03-01 008-000	Alternate ID	n/a	Owner Address	WILMORE GEORGE
Sec/Twp/Rng	n/a	Class	RN		2624 GEORGETOWN ROAD
Property Address		Acreeage	n/a		GREAT FALLS SC 29055
District	01				
Brief Tax Description	GEORGETOWN				
	(Note: Not to be used on legal documents)				

*green line is  
Louise Dr.*

Date created: 6/10/2022  
Last Data Uploaded: 6/10/2022 5:05:03 AM

Developed by Schneider  
GEOSPATIAL

- A. **CCMA22-13 James Alex Shelton and Austin Taylor Rhodes request Tap Map # 080-01-02-001-000 on Transportation Drive to be rezoned Multi-Family Residential District (RG-1) to Limited Industrial District (ID-2).** Tim Helline (from Carolina Farms and States, who was representing the family selling 75 acres) and Austin Rhodes (applicant) stepped to podium. Mr. Rhodes stated he was trying to buy six acres and wanted to change the zoning from residential to industrial. They are starting a trucking company, nothing big. It'll probably be maximum of 10 trucks. Right now, the land is set up with two acres that is already cleared. They don't plan on taking any more than the 2 acres, with no intentions of cutting down any more trees. The two acres currently cleared is the part they are fencing in and using for the business. They plan to do daily and long hauls, so the trucks would not be on the lot most of the time. It's located in that little pocket on Transportation Drive, behind SCDOT and Dialysis Center located on the J A Cochran Bypass.

Commissioner Grant asked if the only access to the business would be on Transportation Drive?

Tim Helline answered that is correct, there is no access to Hilltop Drive or Ashford Road, only Transportation Drive.

Tim Helline stated that the land with road frontage to J A Cochran Bypass and Transportation Drive was the only acreage he was selling from the family's 75 acres that would be Industrial use. Preserving the rest for residential use. Mr. Helline was asked if water and sewer was available. He indicated that the property has access with water and sewer.

Chairman Raines asked if there was any member of the public present that would like to speak in opposition to this rezoning request. A member of the neighborhood from Hilltop Drive, Troy Canupp stood up and step to the podium.

Troy Canupp spoke on behalf of the Hilltop Drive neighborhood. He stated that most of the concerns were address by Mr. Rhodes and Mr. Helline after hearing their rezoning request. He then stated that himself and the neighborhood still had some concerns that were not addressed regarding the trucking business, such as hours of operations, sight, and sound nuisances, and concerned with the business being small now but could grow in the future and how they may affect their neighborhood and tax values of their properties.

Chairman Raines answered Troy Canupp's question about the tax value by stating that businesses add to the tax base, and they are taxed differently.

Mr. Rhodes answered Troy Canupp's question about hours of operation, with tentatively 7 AM to 5 PM.

Mr. Helline answered Troy Canupp's question regarding the sight and noise nuisance by explaining the location of the rezoning request, and his plans with the remaining 68 acres that the family he represents is selling.

Chairman Raines ask if there were any questions for the speaker? None

Chairman Raines ask if there were anyone wanting to speak in favor of the rezoning? None

Commissioner Howell motioned to approve, seconded by Chairman Raines. Commissioner Smith suggested a reverter clause stating if the trucking company stopped being a business that the property would revert back to Multi-Family Residential District (RG-1). Chairman Raines reminded the Commissioners that the property in question does not touch the neighborhood that opposes the rezoning. Commission Howell and Chairman Raines removed their original motions. Commissioner Howell motioned to approve with reverter clause, seconded by Chairman Raines with a statement of reservations about putting a reverter clause on everything that the Planning Commission approves, but second the motion to approve. Vote 7-0 Approved





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

James Alex Shelton  
 Jan Alex Rhodes  
 6/15/22

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: July 19<sup>th</sup> 2022 Case # CCMA22-13 Invoice # 5304

The applicant hereby requests that the property described to be rezoned from Residential to Commercial.

James Alex Shelton  
 Jan Alex Rhodes  
 6/15/22

**Please give your reason for this rezoning request:**

My business partners (Austin Rhodes) and I (Alex Shelton) are requesting rezoning of the below listed property so that we can open and operate a small trucking company. We plan to fence the cleared portion of the land and grow the business to roughly 20-25 operating semi-trucks and trailers.

AG1 - ~~AG~~ ID2

*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: 484121

**Property Address Information**

Property address: Transportation Dr.  
 Tax Map Number: 080-01-02 001-000 Acres: 6

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

**PLEASE PRINT:**

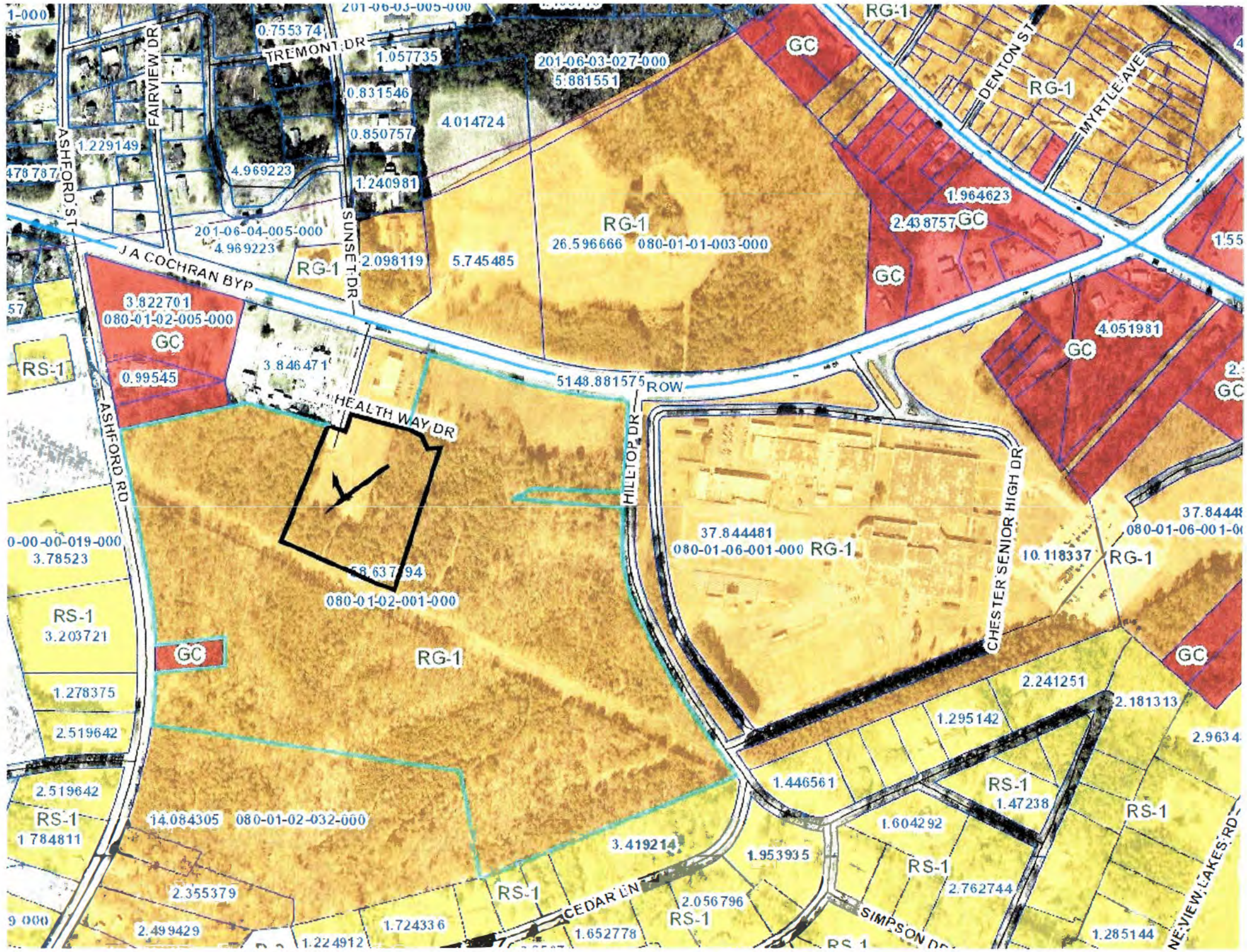
Applicant (s): James Alex Shelton, Austin Taylor Rhodes  
 Address: 774 Lagan Court, Fort Mill, SC 29715  
 Telephone: [Redacted] cell [Redacted] work \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

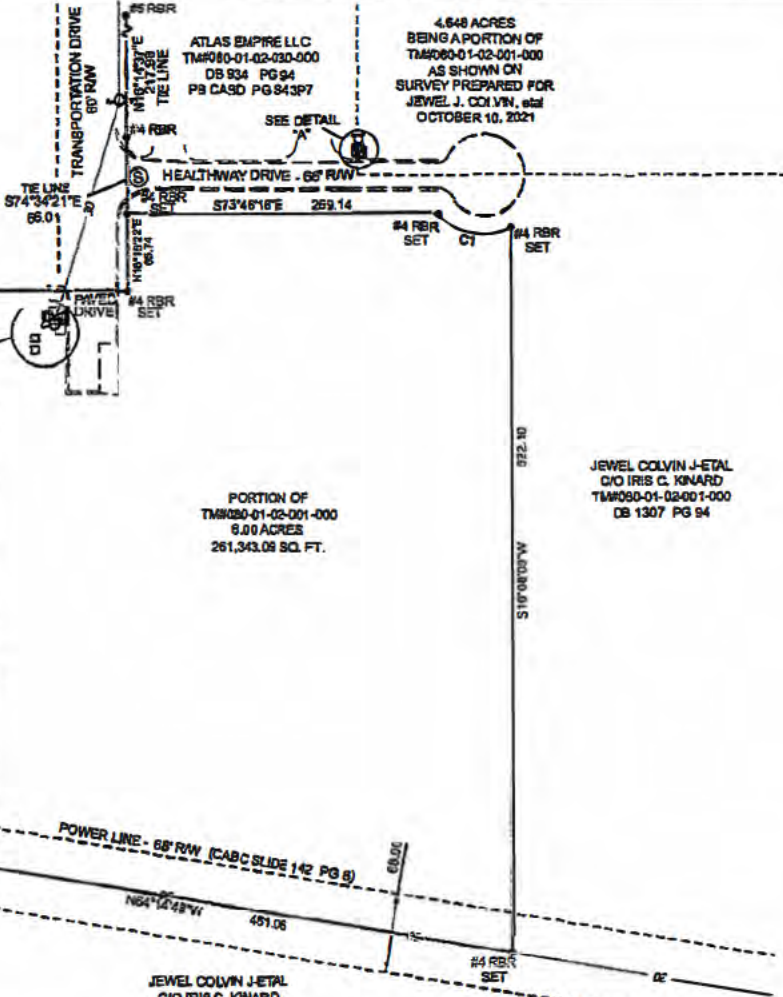
Owner's signature: [Signature] Date: 6/14/22  
 Applicant signature: [Signature] Date: 6/14/22

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



LEGEND	
UTILITY POLES	
WATER METER	
SANITARY SEWER MANHOLE	
FIRE HYDRANT	
WATER VALVE	
OVERHEAD ELECTRIC	
METER	

SOUTH CAROLINA  
STATE HIGHWAY  
TM#201-06-04-013-000  
DB 374 PG 264

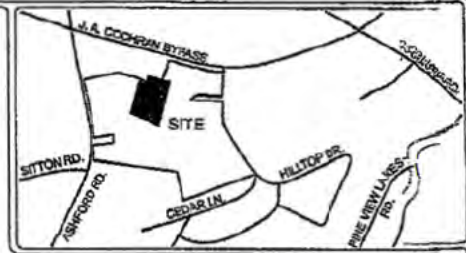


JEWEL COLVIN J-ETAL  
C/O IRIS C. KNARD  
TM#080-01-02-001-000  
DB 1307 PG 94

PORTION OF  
TM#080-01-02-001-000  
8.00 ACRES  
261,343.08 SQ. FT.

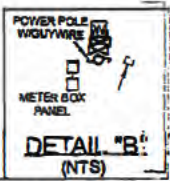
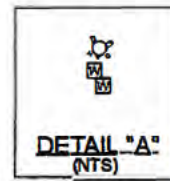
JEWEL COLVIN J-ETAL  
C/O IRIS C. KNARD  
TM#080-01-02-001-000  
DB 1307 PG 94

4.648 ACRES  
BEING A PORTION OF  
TM#080-01-02-001-000  
AS SHOWN ON  
SURVEY PREPARED FOR  
JEWEL J. COLVIN, etal  
OCTOBER 10, 2021



LOCATION MAP (NTS)

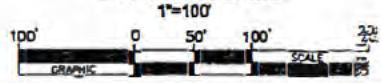
- NOTES:
1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, ACCORDING TO F.I.R.M. # 45022024C, DATED SEPTEMBER 16, 2011.  
FLOOD ZONE LINES ARE SCALED FROM CURRENT FEMA RATE MAPS. SCALE VARY FROM 1"=500' TO 1"=2000' AND ARE NOTED AS BEING APPROXIMATE. FOR CHAIN OF TITLE PURPOSES, JOEL E. WOODS & ASSOCIATES, INC. DOES NOT CONDUCT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OF THE FLOOD ZONE LINES.
  2. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
  3. JOEL E. WOODS & ASSOCIATES, INC. IS NOT LIABLE FOR ANY AND ALL EASEMENTS SHOWN OR NOT SHOWN HEREON. SETBACKS TO BE VERIFIED BY THE OWNER WITH THE COUNTY, CITY, TOWN AND/OR HOA.
  4. REFERENCE DEED BOOK 1307 PAGE 94.



DETAIL "A"  
(NTS)

DETAIL "B"  
(NTS)

GRAPHIC SCALE



Certificate of Accuracy:  
I hereby state that to the best of my professional knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Standards Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no viable encroachments or projections other than shown. This plat is property of Joel E. Wood & Associates, Inc., is certified only to the persons or entity named herein, and must contain the original signature and raised seal to be valid.

Date: 6/8/2022

*Michael E. Coffer, II*

Michael E. Coffer, II  
28114  
S.C. Registration No.

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	50.00'	58.99'	63.64'	S63°45'41"E



**SUBDIVISION SURVEY**  
OF  
A PORTION OF TM#080-01-02-001-000  
LOCATED ON HEALTHWAY DRIVE  
IN THE CHESTER TOWNSHIP  
CHESTER COUNTY, SOUTH CAROLINA  
PREPARED FOR  
**CAROLINA FARMS AND ESTATES**

**W** JOEL E. WOOD & ASSOCIATES  
PLANNING • ENGINEERING • MANAGEMENT

P.O. BOX 286 CLOVER, SC 29710 (704) 352-2822

SURVEY DATE: 6/8/2022	CAD/COMP/IC/ PROJ: 220508	FB# MC-1 VEY BASE
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**CONTRACT  
BETWEEN  
SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH,  
CATAWBA COMMUNITY MENTAL HEALTH CENTER  
AND  
CHESTER COUNTY SHERIFF'S OFFICE**

I. Purpose

South Carolina Department of Mental Health (SCDMH), Catawba Community Mental Health Center (hereafter referred to as "Center") and Chester County Sheriff's Office (hereafter referred to as "Facility") enter into this contract for the provision of mental health services to inmates.

II. Scope of Services

A. Catawba Community Mental Health Center agrees to the following:

1. Will embed one Master's trained clinician to provide mental health services to individuals incarcerated at the Facility. Clinician will provide services at the Facility 25-30 hours per week (not to exceed 30 hours per week).
2. Mental health services to include, but not limited to, clearing individuals on suicide watch, conducting mental health assessments, providing individual therapy and group counseling, and helping to secure continuing mental health services for inmates that are released from incarceration.
3. Will invoice Facility on a quarterly basis, for the amount not to exceed \$7,500.00 per quarter.
4. Catawba Community Mental Health Center Human Resources will provide the following background checks for the Master's trained clinician a) ADP Background check b) SLED c) SCDSS Central Registry of Child Abuse and Neglect and d) National Sex Offender Registry.

B. Chester County Sheriff's Office agrees to the following:

1. Will provide office space and security for the Master's trained clinician.
2. Will remit payment in quarterly installments in the amount not to exceed \$7,500 per quarter (\$30,000 annually).

III. Terms and Conditions

A. Effective Dates:

This contract shall be effective on this first day of September, 2022, or when all parties have signed, whichever is later, and will end this thirty-first day of August, 2023. Thereafter, the contract will automatically extend up to 4 additional one year terms, unless either party shall terminate the contract as provided herein. At the end of each contract year, the parties agree to meet to review the contract. Maximum termination date is the thirty-first day of August, 2027.

**TERM OF CONTRACT-OPTION TO RENEW:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and/or day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated in section above.

B. Contract Maximum will not exceed \$150,000.00 for the five (5) year term.

C. Termination

This contract may be terminated by either party upon thirty (30) days written notice to the other party.

D. Amendment:

The contract is our entire Agreement, and it will bind each of our successors. Any changes to this contract, which are mutually agreed upon between SCDMH and the Contracting Party, shall be incorporated in written amendment to this contract and will not become effective until the amendment is signed by each party.

E. Records

Records with respect to all matters covered by this Contract must be retained for 6 years after the end of the period of this Contract and shall be available for audit and inspection at any time such audit is deemed necessary by DMH. If audit has begun but is not completed at the end of the 6 year period, the records shall be retained until resolution of the audit findings.

F. Liability

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this Contract. Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this contract.

G. Non-Discrimination

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, disability, color, sex, religion, age, health status, or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DMH.

H. Controlled Substance Statement

By signing this contract, Contracting Party certifies that it will comply with all applicable provisions of The Drug Free Workplace Act, S.C Code of Laws, Section 44-107-10 et. Seq. as amended.

I. Governing Law.

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

J. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE

- a. SCDMH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contracting party shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.
- b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDMH's policies and procedures regarding false claims may be obtained from the agency's Contract Manager.
- c. Any employee, agent, or contracting party of SCDMH who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

K. Insurance

Each of the parties agrees to maintain professional and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees and each party shall be responsible for coverage of its respective employees.

L. Licenses

The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Contracting Party will immediately notify DMH if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or Contracting Party's employees or agents providing or performing services under this Contract.

M. Indemnification

Any term or condition is void to the extent it: 1) requires DMH to indemnify any individual or entity, or 2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, or any other theory or claim.

N. Open Trade Representation: CHESTER COUNTY SHERIFF'S OFFICE represents that they are not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

- a. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

IV. Incorporation

This contract incorporates the attached SCDMH "Covenants and Conditions," and "Business Associate/Qualified Service Organization Agreement,"

CHESTER COUNTY SHERIFF'S OFFICE

**SOUTH CAROLINA DEPARTMENT OF  
MENTAL HEALTH**  
CATAWBA COMMUNITY MENTAL HEALTH CENTER

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Contractor's Signature	Date
Max Dorsey	
Printed Name	
Sheriff of Chester County	
Title	

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SCDMH Signature	Date
Tamara Edrington	
Printed Name	
Executive Director Catawba CMHC	
Title	

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Witness's Signature	Date
Printed Name	

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Witness's Signature	Date
Elizabeth S. Schrum	
Printed Name	

## SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS & CONDITIONS ADDENDUM (1 page)

This **ADDENDUM** is incorporated in the attached Agreement with DMH/DMH component (**AGREEMENT**). If any term in the **AGREEMENT** is in conflict with this Addendum, this **ADDENDUM** will control. If **AGREEMENT** involves federal/other grant funds (including subcontractor/sub grantee obligations), the parties will comply with applicable grant terms or obligations.

**AS MAY BE APPLICABLE TO THE AGREEMENT**, the party contracting with DMH (**CONTRACTOR**) also agrees:

1. To comply with applicable law including: Titles VI & VII 1964 Civil Rights Act (42 USC 2000d and 2000e); 45 CFR Part 80 § 504, 1973 Rehabilitation Act; 45 CFR Part 84; 1975 Age Discrimination Act; 42 USC 6101 et seq.; 1981 Omnibus Budget Reconciliation Act; Americans with Disabilities Act; 42 CFR Parts 35 & 36; 1988 Federal Drug Free Workplace Act & §44-107-10 et seq. SC Code; §15-77-300, SC Code; 45 CFR Part 160 et seq.(HIPAA); 42 CFR Part 2 (Alcohol and Drug Confidentiality); §44-22-100, SC Code (DMH Patient or Person Subject to Commitment Confidentiality).
2. Unless **AGREEMENT**/Grant terms require otherwise, DMH has ownership/title/copyright/other right to property purchased or developed with **AGREEMENT** funds. **CONTRACTOR** will not publish or use reports, data or other material or information related to **AGREEMENT** for its own purpose or financial benefit without prior DMH written permission.
3. **CONTRACTOR** performance of **AGREEMENT** provisions or continued payment, will not affect DMH's continued right to enforce **AGREEMENT**. No DMH waiver of any breach will be considered as waiver of any succeeding breach.
4. **AGREEMENT** is governed by applicable Federal and South Carolina law. Any legal action, suit, proceeding, or other dispute resolution activity arising from **AGREEMENT** will be initiated and maintained in South Carolina.
5. No **CONTRACTOR** sub-contract or assignment of this **AGREEMENT** is valid without DMH written consent. Regardless, **CONTRACTOR** is solely responsible for **CONTRACTOR** obligations and performance under this **AGREEMENT**.
6. **CONTRACTOR** records/other documents related to **AGREEMENT** may be audited by DMH or other agency with audit authority. **CONTRACTOR** will maintain documents for at least three (3) years from date of **AGREEMENT** final payment.
7. All invoices for DMH payment must be received by DMH within sixty (60) days of termination of **AGREEMENT**.
8. **CONTRACTOR** will not employ persons listed on HHS OIG's Cumulative Sanctions Report or Excluded Parties List, and will adopt and comply with **CONTRACTOR** policies consistent with §6032 Deficit Reduction Act of 2005.
9. If **CONTRACTOR** seeks or receives payment from third parties including Medicare/Medicaid/other federal sources, **CONTRACTOR** will offset DMH amounts due with such payment or submit such funds to DMH and be solely responsible for legitimacy of request for/payment of funds and recoupments sought by payer. If payments to DMH from **CONTRACTOR** are not full compensation, DMH may bill and accept payment for such uncompensated services from any other available payer or source of payment, and any such payment will not reduce any payment due to DMH by **CONTRACTOR**.
10. If **AGREEMENT** involves review/use of DMH plans, reports, financial information, attorney work product, PHI or PII, and/or other proprietary or confidential information, **CONTRACTOR** will receive, maintain, use or disclose such information only as necessary to perform **AGREEMENT** obligations, or otherwise with DMH written permission, or as required by law.
11. No **AGREEMENT** funds/materials/property/services will be used to engage an attorney, for any partisan political activity, or to further election or defeat of a public office candidate or any activity in violation of the Hatch Act or other applicable law.
12. No employee of either party will be deemed as an employee of the other party. Nothing in the **AGREEMENT** will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the **AGREEMENT**.
13. An **AGREEMENT** term is void if it requires that DMH: be subject to another state's laws/courts/jurisdiction; indemnify, or hold harmless anyone (other than a MCO enrollee as required by law); or waive any DMH interest/right/immunity/defense.



## SCDMH BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to: the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Part 4-4-160 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patients or persons subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient records, 42 CFR Part 2, in protecting Protected Health Information (PHI), and/or applicable law protecting other Personally Identifiable Information (PII), collectively "Applicable Law."

Chester County Sheriff's Office at the address of 2740 Dawson Drive Chester, SC 29706, is a SCDMH Business Associate/Qualified Service Organization (BA/QSO), who by SCDMH contract/other written agreement, receives information from, creates or receives PHI and/or PII, on behalf of SCDMH.

### BA/QSO in receiving from, or creating/receiving PHI and/or PII on behalf of SCDMH, acknowledges and agrees:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using, or otherwise dealing with PHI and/or PII, be bound by Applicable Law, and not use or disclose PHI and/or PII except as permitted or required by this Agreement, Applicable Law, SCDMH Privacy and/or Security Practices, and any contract or other written agreement with SCDMH.
2. Consistent with this Agreement, BA/QSO may disclose minimum necessary PHI and/or PII for its management and administration, or to carry out its legal responsibilities, provided the disclosures are required by law, or BA/QSO obtains reasonable assurances from the person to whom the PHI and/or PII is disclosed, that PHI and/or PII will remain confidential and used or further disclosed only as required by law, or for the purposes for which it was disclosed, and the person notifies BA/QSO of any instances it is aware where PHI and/or PII confidentiality has been Breached.
3. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI and/or PII ("Breach").
4. Following discovery of a Breach, consistent with Applicable law, promptly report such Breach to the applicable local SCDMH Privacy Officer.
5. Ensure that its subcontractors and agents, to whom PHI and/or PII is provided, or created or received on behalf of SCDMH, protect PHI and/or PII including Breach reporting as described above.
6. Provide access to PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet HIPAA requirements of providing a SCDMH patient the right to access and copy their PHI.
7. Amend PHI as directed or agreed to by SCDMH pursuant to HIPAA requirements.
8. Make available its practices, policies, procedures and records, related to PHI and/or PII use and disclosure, to SCDMH, (and for PHI, Department of Health and Human Services, or to an individual/entity as directed by SCDMH related to HIPAA compliance).
9. Document its disclosures of PHI, as required by HIPAA, for SCDMH to promptly respond to a request for an accounting of PHI disclosures, and provide such accounting to SCDMH or an individual as directed by SCDMH.
10. **[Applies only to SCDMH Alcohol & Drug Treatment Program PHI AND/OR PII]** As a SCDMH Qualified Service Organization under 42 CFR Part 2, resist efforts in judicial proceedings to obtain PHI as required by 42 CFR Part 2.
11. Upon termination of this Agreement for any reason, return or destroy PHI and/or PII received/created by this Agreement, including PHI and/or PII possessed by its subcontractors or agents. If returning or destroying the PHI and/or PII is infeasible, BA/QSO will notify SCDMH of conditions that make return/destruction infeasible and extend Agreement

protections to such PHI and/or PII, and limit further uses/disclosures to purposes that make return/destruction infeasible, as long as BA/QSO maintains the PHI and/or PII.

12. To the extent BA/QSO carries out obligations under the Privacy Standards on Covered Entities behalf, BA/QSO will comply with applicable Privacy Standard(s) in performing such obligation.

13. BA/QSO will comply with security provisions of HITECH in the same manner as such regulations apply to SCDMH.

14. Upon request, BA/QSO will provide SCDMH access to, and information concerning, BA/QSO's security and privacy policies, processes, practices, impact and risk assessments, and actions taken to mitigate identified risks affecting PHI and/or PII provided to or created by BA/QSO pursuant to this Agreement.

15. BA/QSO will report to SCDMH security incidents of which it becomes aware that compromise PHI and/or PII confidentiality, integrity, or availability. Unsuccessful Security Incidents, involving unsuccessful attempts at unauthorized access to BA/QSO's system, that are not a threat to PHI and/or PII and do not result in unauthorized access, use, disclosure, modification, or destruction of PHI and/or PII or interference with an information system, are not required to be reported. Unsuccessful Security Incidents include: (a) "pings": request/response to determine if an Internet Protocol (IP) address, or host, exists or is accessible; (b) port scans; and (c) malware: viruses and worms detected and eradicated prior to effecting BA/QSO's system; (d) attempts to log on to system or enter database with invalid password or username; and (e) denial of service attacks that do not result in a server taken offline. If BA/QSO's system is capable of logging such Incidents, upon SCDMH written request, BA/QSO will report such Incidents in the aggregate.

16. BA/QSO will require any BA/QSO subcontractor to a SCDMH contract or other SCDMH written agreement with BA/QSO, to agree in writing to comply with this Agreement.

17. SCDMH may terminate this Agreement if it determines that BA/QSO or subcontractor has violated any material term.

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BA/QSO Signature	Printed Name	Title	Date
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