



**CHESTER COUNTY COUNCIL  
SPECIAL CALLED MEETING  
1:00 P.M.  
MAY 13, 2010  
RODDEY BUILDING  
COUNCIL CHAMBERS**

**Minutes**

**In Attendance:** Chairman Roddey  
Vice Chairman Lucas  
Council Member Oliphant  
Council Member Guy  
Council Member Jordan  
Council Member Holcombe  
County Attorney Winters

**Absent:** Council Member Branham

- I. Call to Order**
- II. Pledge of Allegiance & Invocation**
- III. Eureka Mill**

**County Attorney Winters** stated that Council had a packet that included a letter of credit, a permit application, DHEC license and a fact sheet on lead based paint disposal. **Mrs. Winters** then said she had spoken to **Mr. Tony Pope** with First Citizens regarding the letter of credit. It was the opinion of **Mr. Pope** that the letter was insufficient but could be renegotiated because it was in the name of **Ms. Womack**, **Mr. Pope** did not feel it was a guarantee for Chester County and did not see any reason **Mr. Ramsey's** name could not be on the letter of credit. At the last Council Meeting (May 3<sup>rd</sup>), **Chairman Roddey** has specifically asked **Mr. Ramsey** for the letter of credit in his name as well as an original, the original **Mrs. Winters** said she had. **Mr. Tom Hall, Attorney for Mr. Ramsey** then

spoke. **Mr. Hall** stated that he disagreed with **Mr. Pope**, the letter of credit was irrevocable and it is on a FDIC bank which would mean Ms. Womack has already agreed to the letter of credit. **Mr. Hall** said he could not discuss this with **Mr. Pope** since he was not in attendance but everything that was asked by his client had been done and he was very frustrated because his client had been stymied trying to do what needed to be done as asked. As to why the letter of credit was not in his name, that was also discussed at the May 3<sup>rd</sup> meeting but that this was an irrevocable letter of credit and it didn't matter whose name it was in. His client had said there was a very small amount of asbestos in the building and it would take only one day to remove, also that his client had tickets where the debris was taken. Lead based paint on wood would be accepted by a Class 2 landfill. The brick would be crushed in the correct way with concrete added. **Mr. Ramsey** had also contacted a **Mr. Hall from DHEC** who was an asbestos expert and he had a plan to dispose of the wood with lead based paint. **Mr. Ramsey's Attorney, Mr. Hall** also stated that the bottom of the mill has a solid concrete pad and would not be disturbed. **Mr. Hall** went on to say that the place already looked better than it did and he just wanted Council to allow his client to move forward. **Mr. Hall** said that **Mr. Ramsey** had purchased the property and paid the taxes and has a reason to stay and complete the job and there was no economic reason for his client to leave town. **Mr. Hall** said for the common good, **Mr. Ramsey** is waiting to start back to work because he has been at a stand still for three months. At this point, **Council Member Oliphant** pointed out the lead based paint document presented to Council was out of date and that lead based bricks couldn't be "just crushed", there was a permit you had to obtain from DHEC. **Council Member Oliphant** said the first time **Mr. Ramsey** met with **Mr. Mack Paul**, he told **Mr. Paul** there was no problem with the performance bond, there was a problem plus he has not done what he was suppose to do and pretty much threw "dirt on this Council". **Council Member Oliphant** again stated he regretted varying from the Ordinance and for doing that, this is what has happened. As far as **Mr. Ramsey** suing the County for time and equipment, **Council Member Oliphant** said "I'd say sue, for all that's gone on, I don't think you'd win". **Council Member Oliphant** said basically, after all that has happened, he just didn't trust **Mr. Ramsey** and there's a couple hundred thousand dollars worth of steel in that building and that's worth more than hauling off the debris and selling the property, but crushing the bricks and taking them to a C&D Landfill would cost more than the steel and that is what concerns him. The \$50,000 is nothing compared to what it would cost to clean up the property properly. **Council Member Jordan** then

stated the issue is whether Council is going to accept the letter of credit and did we not ask for an Evergreen Clause. **County Attorney Winters** stated the letter of credit did have an extension but not the Clause. **Council Member Jordan** asked if Council did ask for **Mr. Ramsey's** name to be on the letter and **Mrs. Winters** replied yes. **Council Member Jordan** asked if the County could draw on this letter and **County Attorney Winters** replied that was **Mr. Pope's** concern, to which **Council Member Jordan** asked if we could put the money in a trust account and **Mrs. Winters** replied that was her thought. **Council Member Jordan** asked if **County Attorney Winters** had a recommendation. **Vice Chairman Lucas** then asked if **Mr. Ramsey** owned the property and **Mrs. Winters** replied he did, **Mr. Lucas** then said if he couldn't afford to get a letter of credit how could he afford to pay an attorney and if he (**Mr. Ramsey**) declared bankruptcy, the County was stuck. **Vice Chairman Lucas** then said if he had done what he said he was going to do we wouldn't be here. **Attorney Hall** replied that it didn't have any bearing on whether he could do the job and that the letter of credit was a good letter and that Mrs. Womack simply was **Mr. Ramsey's** "co signer". **Mr. Hall** said he was trying to find a solution because we were all at an impasse. **Mr. Hall** asked that everyone look at the big picture to see what would happen next. **County Attorney Winters** then said even our bank was uncomfortable with the document. **Vice Chairman Lucas** asked if anyone had checked the last sentence of the letter and neither attorney had checked but **County Attorney Winters** said that was why she had called on **Mr. Pope**. **Council Member Guy** then asked if the County could get the money from the letter of credit now and **County Attorney Winters** replied that was why she suggested having the money put in a trust account here. **Chairman Roddey** said if we had the money where we could control it he would go along with it. If the money would have been moved here and held in trust it wouldn't have been an issue. **Mr. Hall** then said he would like for everyone to get together and sit down and say "this is what we want". **Council Member Oliphant** then said his point was not getting stuck with the debris not being taken off and **County Attorney Winters** stated that **Mr. Ramsey** agreed to do this on a 1/3 basis, three times. **Mr. Hall** then spoke with his client briefly and proposed the following: His client, **Mr. Ramsey**, will bring a check for \$50,000 to put into a trust account, but he had concerns about the "crusher" he said that it would need to be done all at one time. **Mr. Hall** said the bricks could not be done on a 1/3 basis and that **Mr. Ramsey** could probably have it done in a 60-90 day span. **Council Member Oliphant**

asked about the scrap wood and **Mr. Hall** stated the DHEC expert was dealing with the wood. **Council Member Oliphant** stated the wood would have to leave the site and also asked when the roofing material was going to the landfill. **Mr. Hall** then said to **Council Member Oliphant** that he was assuming the worst and **Council Member Oliphant** said that's what we've seen. **Vice Chairman Lucas** then said from experience in his community all the wood was taken off and so was the brick that was salvageable and all that was left was rumbles. **Mr. Hall** said **Mr. Ramsey** purchased the property for \$80,000 and was putting up \$50,000 so he had plenty invested. **Council Member Jordan** then said the only issue today was the letter of credit and he would make a motion to not accept the letter of credit. **Chairman Roddey** then said let's move forward and let him bring the check for \$50,000. At this time, **Council Member Jordan then made a Motion to not accept the letter of credit if he brings in a check and add this item to the agenda for Monday, 2<sup>nd</sup> by Council Member Guy.** Discussion: **County Attorney Winters** suggested that she and **Mr. Hall** get together and draw up a Memorandum of Understanding so that both sides will know what's expected. **Chairman Roddey** agreed and asked that the MOU be brought to the Council Meeting on Monday night. **Council then voted on Council Member Jordan's Motion and the vote was 3 to 2 with Council Member Jordan, Council Member Guy and Council Member Holcombe in favor and Vice Chairman Lucas and Council Member Oliphant opposing.**

#### IV. Adjournment

**Council Member Jordan made a Motion to adjourn, 2<sup>nd</sup> by Council Member Oliphant, Council vote was unanimous.** (Time was approximately 2:00pm)

Pursuant to the Freedom of Information Act, **the Chester News & Reporter, The Herald In Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, CN2 News, WCNC News, WBTW News and Capitol Consultants** were notified and a notice was posted on the bulletin board at the R. Carlisle Roddey Government Complex 24 hours prior to the meeting.

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R. Carlisle Roddey  
Chairman, Chester County Council

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Carolyn S. Clayton, CCC  
Clerk to Chester County Council

(Special Called Council Meeting of May 13, 2010)