



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, June 23, 2025 | 6:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. APPROVAL OF MINUTES

- a) June 2, 2025 Council Workshop Minutes
- b) June 9, 2025 County Council Meeting Minutes

4. CITIZEN'S COMMENTS

5. PUBLIC HEARING

- a) Ordinance 2025-12 Authorizing, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Chester County, South Carolina, and Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project companies (collectively, "company"); providing for a fee-in-lieu of ad valorem taxes incentives; modifying a joint county industrial and business park of Chester and York counties so as to enlarge the park; the provision of special source revenue credits; and other related matters.

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- a) 3rd Reading of Ordinance 2025-12
Authorizing, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Chester County, South Carolina, and Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project companies (collectively, "company"); providing for a fee-in-lieu of ad valorem taxes incentives; modifying a joint county industrial and business park of Chester and York counties so as to enlarge the park; the provision of special source revenue credits; and other related matters.

- b) 1st Reading of Ordinance 2025-13 (Title Only)
Approving the execution and delivery of a project agreement between the County and Project Eureka Mills; and providing for other related matters.
- c) Resolution 2025-13 Identifying the capital projects as part of a program of general obligation borrowing for calendar year 2025; updating the list of capital projects related to prior general obligation borrowings for calendar years 2022-2024; allocating amounts from the capital project funds; and providing for other related matters.
- d) Resolution 2025-14 Providing for changes to the county employee /personnel handbook relating to a new tuition reimbursement policy; and providing for other related matters.

7. ADMINISTRATOR’S REPORT

8. OLD BUSINESS

9. NEW BUSINESS

- a) Gateway to Chester County: Visitor & Veterans History Center
Britt Stoudenmire, Chester County Tourism
- b) SC Parks Recreation and Tourism’s ‘Undiscovered SC’ Grant Match Approval
- c) Information Technology Department Update
David Schuelke, IT Director

10. BOARDS AND COMMISSIONS

11. EXECUTIVE SESSION

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – P2485
- b) Legal advice concerning municipality annexation
- c) Discussion of appointment of a person to a public body – Capital Project Sales Tax Commission

12. ACTIONS FOLLOWING EXECUTIVE SESSION

- a) Action taken regarding Project P2485
- b) Action taken regarding municipality annexation

c) Action taken regarding Capital Project Sales Tax Commission appointment

13. COUNCIL COMMENTS

14. 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 twenty-four hours prior to the meeting.

Guidelines for Addressing Council	
Citizens Comments: Each citizen will be limited to three minutes. When introduced: Approach the podium, state your name and address. Speak loudly and clearly, making sure that the microphone is not obstructed. Do not address the audience – direct all comments to Council. Do not approach the Council table unless directed.	Public Hearings: Each speaker will be limited to three minutes. 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 Workshop

Subdivision Ordinances

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, June 2, 2025 | 4:00 PM

MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman Bobby Raines, Councilman William Killian, Councilman John Agee, Councilman Corey Guy, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

1. Call to Order

Chairman Wilson called the meeting to order at 4:04pm and thanked the Planning Commission for the work they do and the time and efforts to help make our county a better place to live.

2. Consideration of Subdivision Ordinances

Jeremy Ward discussed minor subdivisions by outlining the current situation and proposing several changes aimed at creating a more structured and balanced approach. He explained that, currently, Chester County allowed up to nine lots in a minor subdivision with minimal regulation—there were no requirements for internal roads, mandatory sidewalks, or other infrastructure. Director Ward emphasized that minor subdivisions functioned as largely unregulated developments, and he highlighted the need to establish a clearer distinction between minor and medium subdivisions. Director Ward underscored the importance of balancing development regulations with affordability, especially in rural areas.

Marshall Giles with Bolton and Menk, a regional planning and engineering firm, presented background research on minor subdivision policy, focusing on case studies from South Carolina and North Carolina. He recommended setting a threshold for minor subdivisions between four and six lots to align with national averages and neighboring counties. Mr. Giles emphasized the importance of specific frontage widths to separate driveways and supported the use of private streets made of gravel. His research showed that most case studies limited homes on shared drives and required recorded maintenance agreements. He encouraged the use of private streets—preferably called “drives”—and suggested design standards for materials, street connections, width, and shoulders. He also recommended exemptions for family subdivisions and larger parcels, while maintaining flexibility through zoning appeals.

a) Minor Subdivision Cutoff Point

The Planning Commission was asked by County Council to share their thoughts on the matter, and Planning Commissioners Love, Walley, and Hough spoke in depth on these issues, including the themes of family minor subdivisions, affordability concerns, and the difference in requirements between minor and medium subdivisions. Councilman Raines said that the cutoff point for minor subdivisions should be larger than 4. Councilman Guy stated that one of the most pressing issues to consider are streets and the cost to the county to fix roads. Chairman Wilson stated his worry about incentivizing minor subdivisions through making the cutoff point too high. Interior roads were also discussed, with Director Ward stating that the current draft would require internal asphalt roads for all medium subdivisions, meaning that this cut-off point between minor and medium subdivisions would also regulate that issue. There was discussion on

changing other medium subdivision infrastructure requirements for large lot subdivisions, such as Victorian Hills and Peden Oaks.

Councilman Guy recommended 5 homes as a cutoff for minor subdivisions, seconded by Councilman Raines. Vote 6-0.

b) Private Gravel Streets

Councilman Guy referenced several private roads in his district, and that it was better for the developer to pave the roads upfront. Councilman Raines stated that many private roads do not have adequate standards for materials and drainage. There was discussion on whether it was necessary to regulate the length of these private streets, with 1000 feet being stated by Councilman Raines as a suitable length. Councilman Guy stated that the top consideration needed to be what was suitable for the county and what was safe, not developer income. Chairman Wilson strongly stated that no new roads needed to be taken over by the County, and that there needed to be the option for majority-family, not just exclusively family, minor subdivisions to be able to be approved for exemptions by the ZBA. The Planning Commission was invited to speak on the issue, and Commissioners Love, Hough, and Walley discussed these issues. Commissioners Walley and Hough expressed their approval for a ZBA option for exemptions, particularly for families, and Commissioner Hough stated that 4 being the cutoff point is not bad for gravel streets.

Councilman Raines motioned to have no more than 5 homes on gravel roads with any excess approved by the Zoning Board of Appeals. The motion was seconded by Vice Chair Mosley. Vote 6-0.

c) Interior Access Roads

Council members discussed setting the interior access road requirement at the same threshold as the minor/medium subdivisions cut-off at 5 lots with flexibility through the Zoning Board of Appeals. The goal was to ensure that roads are wide enough for emergency vehicles and maintain the rural character of developments.

d) Waste Management

e) Road Frontage Buffer

f) Street Trees

In essence of time, County Administrator Brian Hester provided updates on waste management, road frontage buffers, and street trees. He emphasized the need for solid waste solutions in major subdivisions, suggested options for natural or landscaped buffers, and addressed proper placement and management of street trees to enhance community aesthetics without damaging infrastructure.

3. Council Comments

4. Adjourn

Vice Chair Mosley motioned to adjourn, seconded by Councilman Raines. Vote 6-0 to adjourn.

Time of adjournment: 6:18pm

Kristie Donaldson

Clerk to County Council



Chester County Council Meeting

R. Carlisle Roddey Government Building
1476 J A Cochran Bypass | Chester, SC 29706
Monday, June 9, 2025 | 6:00 PM

MINUTES

Present: Chairman Pete Wilson, Vice Chair Erin Mosley, Councilman William Killian, Councilman Bobby Raines, Councilman Corey Guy, Councilman John Agee, County Administrator Brian Hester, County Attorney Nicole Workman, Clerk to Council Kristie Donaldson

1. CALL TO ORDER

Chairman Wilson called the meeting to order at 6:00pm and stated there was a quorum of Council present.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

The allegiance was recited and invocation given by Councilman Guy.

3. APPROVAL OF MINUTES

a) May 19, 2025 County Council Meeting Minutes

Vice Chair Mosley motioned to approve, seconded by Councilman Raines. Vote 5-0 to approve.

Councilman Guy refrained from voting due to absence.

4. CITIZEN'S COMMENTS

None.

5. PUBLIC HEARING

Chairman Wilson opened the public hearing and stated that no one had signed up to speak. The public hearing was closed with no speakers.

- #### a) Ordinance 2025-11 Chester County Fiscal Year 2025-2026 Budget Ordinance to establish operating and capital budgets for the operation of the County Government of Chester County, South Carolina for the fiscal year commencing July 1, 2025; to provide for the levy of taxes for Chester County for the fiscal year commencing July 1, 2025; to provide for the expenditure of tax revenues and other county funds; to provide for other county purposes; to authorize the county to borrow money in anticipation of taxes and to provide for the repayment of sums borrowed by the County Governing Body; to provide for the payment of tort claims and worker's compensation claims against Chester County; to provide for certain fiscal and other matters relating to County Government.

6. ORDINANCES | RESOLUTIONS | PROCLAMATIONS

- #### a) 3rd Reading of Ordinance 2025-11 Chester County Fiscal Year 2025-2026 Budget Ordinance to establish operating and capital budgets for the operation of the County Government of Chester County, South Carolina for the fiscal year commencing July 1, 2025; to provide for the levy of taxes for Chester County for the fiscal year commencing July 1, 2025; to provide for the expenditure of tax revenues and other county funds; to provide for other county purposes; to

authorize the county to borrow money in anticipation of taxes and to provide for the repayment of sums borrowed by the County Governing Body; to provide for the payment of tort claims and worker's compensation claims against Chester County; to provide for certain fiscal and other matters relating to County Government.

Treasurer Tommy Darby presented the budget changes during the third reading of the ordinance. He explained the reserve for encumbrances, which totaled \$162,073, including items like a firearms order for the sheriff's department, uniforms for animal control, and a grant match at the airport. He also noted adjustments to workers' compensation and property and liability premiums, with the workers' comp premium decreasing due to a favorable experience modifier. Treasurer Darby highlighted that the total change in the general fund was \$228,909, bringing the total general fund to \$36,996,518.

Administrator Brian Hester highlighted several key points about the budget. He noted that for the third consecutive year, there was no tax increase. The county's fund balance reached the maximum allowed at 50% of the general fund budget, and the capital reserve account was projected to reach \$4.8 million. The budget included the final year of a three-year pay study adjustment for employees, a 7% increase for Sheriff's Office personnel, and a 10% increase for detention deputies. He also mentioned adding new positions in fire departments and EMS, including full-time firefighters in Lando and paramedics in the western part of the county. Administrator Hester emphasized that these improvements were achieved through operational savings of approximately \$700,000, without increasing revenue.

Councilman Guy motioned to approve, seconded by Councilman Killian. Vote 6-0 to approve.

- b) Resolution 2025-12 authorizing the disposition of certain real or personal property; and providing for other related matters.

Planning Director Jeremy Ward stated that Mr. Levister visited the airport on April 25 to verify the mobile home on the airport property. He stated that the mobile home had been there for quite some time and was in dilapidated condition. Mr. Ward stated that the Airport Commission had voted unanimously to demolish the condemned building on the property.

Councilman Raines motioned to approve, seconded by Vice Chair Mosley. Vote 6-0 to approve.

7. ADMINISTRATOR'S REPORT

Administrator Hester reminded everyone that county offices would be closed on Thursday, June 19th for Juneteenth, with landfill operations remaining on schedule. He also announced that the Beltline recycling center was back operational after recent improvements. Administrator Hester reported that the code enforcement and nuisance abatement department had addressed 20 different projects in a two-week period. He also stated that he met with representatives from the COG to explore upcoming grant opportunities. Mr. Hester discussed a project to remove invasive Bradford pear trees near the county building and replace them with oak trees in September and October. Finally, he mentioned that the general obligation bond would be considered in the next meeting.

8. CONSENT AGENDA

Councilman Killian motioned to approve, seconded by Councilman Guy. Vote 6-0 to approve.

- a) 2nd Reading of Ordinance 2025-12 Authorizing, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Chester County, South Carolina, and Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project companies (collectively, "company"); providing for a fee-in-lieu of ad valorem taxes incentives; modifying a joint county industrial and business park of Chester and York counties so as to enlarge the park; the provision of special source revenue credits; and other related matters.
- b) 3rd Reading of CCMA25-16 Abhishek Devgan requests a portion (0.75 acres) of Tax Map #019-00-00-011-000 located 3283 Pinckney Road, Chester, SC 29706 to be rezoned from Rural Two

District (R2) to General Commercial District (GC). The Planning Commission voted 3-1 to approve.

9. OLD BUSINESS

10. NEW BUSINESS

a) Railroad Town Hall Meeting Update

Councilman Corey Guy, District 5

Councilman Guy provided an update on the Railroad Town Hall meeting that was conducted on May 28, 2025 concerning railroad issues in Chester. He reported that three railroad companies operate in Chester: Norfolk Southern, CFX, and Gulf and Ohio. Councilman Guy concluded that the main issues were concerning Norfolk Southern, which have a transfer area in the middle of Chester causing frequent road blockages. Councilman Guy shared that a new transfer station will be constructed near the bypass in two years, pending federal fund allocation. In the meantime, he stated that he is working with Norfolk Southern to ensure first responders are notified of blockages, keep the bypass open, and publicize train blocking times in local newspapers. He also noted that the railroad issues extend beyond Chester to Richburg and Fort Lawn, and he plans to gather more information about crossings in those areas.

b) Human Resources Department Update

Bonita Mobley, Human Resources Director

Director Mobley presented updates from the human resources department. She explained that they implemented a new online recruiting module for job postings, with all openings now posted on the county website and job platforms like Indeed. She also stated that a kiosk was installed in the HR office to help applicants without internet access and the department continued to offer employee development opportunities, including defensive driving and CPR training. She announced leadership team-building training on September 19th focused on communication and burnout prevention. Upcoming events included an Employees Family Fun Day on September 27th, an employee health fair on October 10th, and a free biometric health screening on October 14th. Director Mobley also noted that Low Country Urgent Care renewed their agreement to provide healthcare services to county employees.

c) Consideration of Richburg Meadows Subdivision Bond – Phase 1

Planning Director Jeremy Ward presented the bond for the Richburg Meadows subdivision, phase one. He explained that the subdivision was required to submit a bond to ensure infrastructure installation before final plat approval. The bond was for \$8,870,973, covering 68.4 acres and 163 homes. Director Ward noted that the subdivision was allocated for a maximum of 400 units, and sewer lines had been submitted to Chester Wastewater with no issues found. When questioned about infrastructure concerns, particularly bridges, Mr. Ward acknowledged the importance of addressing infrastructure challenges and assured that future comprehensive planning would consider these issues.

Vice Chair Mosley motioned to approve, seconded by Councilman Killian. Vote 5-1 to approve.

Councilman Agee opposed.

11. BOARDS AND COMMISSIONS

a) Chester County Historical Cemeteries Advisory Committee Resignation

Vice Chair Mosley motioned to accept the resignation of Natalie Paul, seconded by Councilman Guy. Vote 6-0 to accept.

- b) Hazel Pittman Center Board of Directors Resignation
Chairman Wilson, District 4
*Chairman Wilson motioned to accept the resignation of Carol Grant, seconded by Councilman Raines.
Vote 6-0 to accept.*

12. EXECUTIVE SESSION

Vice Chair Mosley motioned to enter into executive session, seconded by Councilman Guy. Vote 6-0 to enter executive session.

- a) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2532
- b) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body – Project P2549
- c) Receipt of legal advice regarding a Capital Project Sales Tax Commission and Referendum

13. ACTIONS FOLLOWING EXECUTIVE SESSION

Vice Chair Mosley motioned to return to regular session, seconded by Councilman Killian. Vote 6-0 to return to regular session.

Chairman Wilson stated that all items were taken as information only.

- a) Action taken regarding Project P2532
- b) Action taken regarding Project P2549
- c) Action taken regarding Capital Project Sales Tax Commission and Referendum

14. COUNCIL COMMENTS

*Councilman Agee asked that everyone keep Ms. Delores Thomas, former city judge, in prayer due to health issues.
Vice Chair Mosley asked everyone to keep Melissa Westbrook with Chester County Sheriff's Office in prayer as well due to illness.*

15. ADJOURN

Vice Chair Mosley motioned to adjourn, seconded by Councilman Guy. Vote 6-0 to adjourn.

Time of adjournment: 7:31pm

*Kristie Donaldson
Clerk to County Council*

**CHESTER COUNTY
ORDINANCE NO. 2025-12**

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN CHESTER COUNTY, SOUTH CAROLINA, AND CHESTER PV1, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES; MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK OF CHESTER AND YORK COUNTIES SO AS TO ENLARGE THE PARK; THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Chester County, South Carolina ("County"), acting by and through its County Council ("Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act") (collectively, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, with respect to a project; (iii) to permit investors to claim special source revenue or infrastructure credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park to allow certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, pursuant to the Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"), the County and York County entered into that certain Master Agreement Governing the York-Chester Industrial Park between Chester County, South Carolina, and York County, South Carolina, effective December 31, 2012, (as amended, modified, and supplemented, collectively, "Park Agreement") whereby the County and York County agreed to develop a joint county industrial or business park eligible to include property located in either the County or York County ("Park");

WHEREAS, Section 1.01 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property;

WHEREAS, Chester PV1, LLC, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County ("Project"), which the Company expects will result in the investment of approximately \$39,140,000 in taxable property;

WHEREAS, the County, having determined that an enlargement of the boundaries of the Park would promote economic development and thus provide additional employment and investment opportunities within said the County and York County, desires to enlarge the boundaries of the Park to include therein

certain property, as described in greater detail on the attached Exhibit A and located in Chester County (“Chester PV1, LLC Property”);

WHEREAS, pursuant to an Inducement Resolution dated as of [●], 2025, the County identified the Project as a “project” as provided in the Act;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 40 years for the Project or each component thereof placed in service during the investment period, and providing certain special source revenue/infrastructure credits; and

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

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

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

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Authorization of Fee Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a commercial facility in the State, the Fee Agreement is authorized, ratified, and approved.

Section 3. *Approval of Form of Fee Agreement.* The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of the terms are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute,

acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. *Enlargement of the Park.* The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the Chester PV1, LLC Property in the Park, is authorized and approved.

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

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

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
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CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson, Chairman
Chester County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

First Reading:	May 19, 2025
Second Reading:	June 9, 2025
Public Hearing:	June 23, 2025
Third Reading:	June 23, 2025

EXHIBIT A

DESCRIPTION OF CHESTER PV1, LLC PROPERTY

Tax Map No. []

Also known as: [physical address]

EXHIBIT B

FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

FEE AGREEMENT

Between

CHESTER COUNTY, SOUTH CAROLINA

and

CHESTER PV1, LLC

[●], 2025

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of [●], 2025 by and between CHESTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Chester County Council (the “County Council”) as the governing body of the County, and CHESTER PV1, LLC (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on information provided by the Company to the County, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. Based solely on information provided by the Company to the County, the County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided,

however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Chester PV1, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Chester County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Chester County Council, the governing body of the County.

“Decommission Surety Bond” means, as applicable, a bond taken out by the Company which ensures that the Real Property will be returned, in a substantially similar manner, to its pre-Project state in the event that the Company ceases to operate the Project for twelve continuous months. The value of the bond shall be 150% of the excess of the estimated decommission costs over estimated commodity salvage value, if any. At the cost of the Company, the decommission costs and salvage value shall be determined each three years by a third-party professional engineer licensed in South Carolina

“Decommissioning Plan” shall have the meaning assigned in Section 2.2(d).

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company or a Sponsor Affiliate in their annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company or any Sponsor Affiliate for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes

prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(b) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment

Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company or any Sponsor Affiliate determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2025 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company or any Sponsor Affiliate uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon, together with such additional real property in the County as may be designed by the County or Sponsor Affiliate by filing a revised Exhibit A with the County.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor Affiliate” shall mean an entity that joins with or is an affiliate of, the Company, that participates in the investment in, or financing of, the Project, that meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, and that executes and delivers to the County a Joinder Agreement in the form attached hereto as Exhibit B.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 39th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 39th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor Affiliate, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based solely upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be [REDACTED] mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2024, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

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

(a) The Company is in good standing under the laws of the State, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to develop, install, or operate the Project, to conduct other legal activities and functions with respect thereto, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

(d) Contemporaneously with the Commencement Date, and no later than each three-year anniversary of the Commencement Date, the Company shall prepare and present to the County a decommissioning plan, which shall include estimated decommissioning costs and the estimated commodity salvage value of the Project, as determined by a South Carolina-licensed professional engineer (“Decommissioning Plan”). The Decommissioning Plan shall be in form and substance reasonably acceptable to the County. If the estimated decommissioning costs exceed the estimated commodity salvage value, then the Company shall obtain a Decommission Surety Bond and delivery such Decommission Surety Bond to the County no more than 60 days following the cost calculation. The Decommission Surety Bond must remain effective until the earliest of (A) the date on which the Company provides a revised Decommissioning Plan that is reasonably acceptable to the County under which the estimated commodity salvage value equals or exceeds estimated decommissioning costs, (B) the date on which the Company obtains a replacement Decommission Surety Bond pursuant to a revised Decommissioning Plan that is reasonably acceptable to the County, and (C) the date on which the Company has fully decommissioned the Project by returning the Real Property, to a substantially similar manner, to the Real Property’s pre-Project state. This Section 2.2 shall survive expiration or earlier termination of this Agreement, as described in Section 6.10, hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 **The Project.** The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsor Affiliates under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal,

replacement, and termination, and such Sponsor Affiliate shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company and any Sponsor Affiliates are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company and any Sponsor Affiliates anticipate an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the parties have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service during the Exemption Period, or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property placed in service during the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company or any Sponsor Affiliate obtains by construction or purchase in an arm's length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or any Sponsor Affiliate if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 39 years thereafter or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2024, which is [REDACTED] mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or any Sponsor Affiliates to make annual fee payments.

(b) The FILOT Payment calculated in Section 4.1(a) above shall be referred to as the "Base FILOT Payment." Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the "Net FILOT Payment" due. The Net FILOT Payment that the Company or any Sponsor Affiliate shall be required to make shall equal \$257,400 during each year of the term of the Fee Agreement, calculated as \$6,500 multiplied by 39.6 MWac of nameplate capacity. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the Base FILOT Payment shall be increased to equal the Net FILOT Payment. If it is determined that the Company and County may not simply agree upon a higher payment than the Base FILOT Payment, the assessment ratio for any year in which the Net FILOT Payment is higher than the Base FILOT Payment shall be adjusted to an assessment ratio that causes the Base FILOT Payment to equal the Net FILOT Payment. The FILOT Payments shall be in lieu of all ad valorem tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 39.6 MW of photovoltaic generation. If the power generation of the Project is greater or less than 39.6 MW, the Net FILOT Payment shall be adjusted such that the Net FILOT Payment shall equal \$6,500 per MW of photovoltaic generation. Power generation shall be measured as of the last day of the prior fiscal year for purposes of determining the Net FILOT Payment for each property tax year.

(c) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach at least \$31,312,000 by the end of the Investment Period, then this Fee Agreement shall be treated as if the Company failed to achieve the Act Minimum Investment Requirement as described in Section 4.2 hereof.

(d) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payments.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company may elect to terminate this Fee Agreement.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services,

equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as permitted by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) intentionally disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically permitted to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the provisions of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County intends to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such intention before making such disclosure, and reasonably to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, provided, however, a failure by the County to provide notice under this Section 4.9 does not constitute a default under this Fee Agreement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to Sponsor Affiliates or other financing related transfers, as provided in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor Affiliate shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor Affiliate be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (the “Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the

County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. The parties anticipate the initial Administration Expenses associated with only this Fee Agreement will be \$6,500.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

Section 4.14 Waiver of Benefits of Future Legislation. The Company and any Sponsor Affiliates agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If the Company or any Sponsor Affiliate claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by the Company or the Sponsor Affiliate, as applicable, according to Section 4.2, hereof.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate(s) to make any FILOT Payment described hereunder, or any other amounts payable to the County under this Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliate(s) shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the Act Minimum Investment Requirement;

(c) Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the minimum investment as required according to Section 4.1(c), hereof;

(d) A representation or warranty made by the County, Company or any Sponsor Affiliate(s) hereunder which is deemed materially incorrect when deemed made;

(e) Failure by the Company or any Sponsor Affiliate(s) to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate(s) specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate(s) shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate(s) is diligently pursuing corrective action;

(f) Failure by the Company to comply with any other provisions of the Streamlined FILOT Act; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliate(s) specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor Affiliate; or

(ii) take whatever action at law or in equity may appear necessary or desirable to remedy such default. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet any investment requirement, other than as expressly set forth herein or as otherwise provided by State law.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

In addition to all other remedies provided herein, the failure to make any FILOT payment shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the Negotiated FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, without notice or an opportunity to cure, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of ad valorem taxes to collect any FILOT payments due

hereunder.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Chester PV1, LLC
600 Park Offices Drive, Suite 285
Durham, NC 27709

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Chester County, South Carolina
Attn: County Administrator
PO Box 580
Chester, SC 29706
(803) 385-5133

WITH A COPY TO:

King Kozlarek Law LLC
Michael E. Kozlarek, Esquire
P.O. Box 565
Greenville, SC 29602

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any

part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the inclusion of property under the terms of this Fee Agreement and the incentive permissible under the Act, consistent with the terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the inducement as provided in this Fee Agreement, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or State laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 A Party shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to

obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond that Party's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with written notice of termination, and such termination shall be effective as of the date determined by the Company; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following the effective date of termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice, and the Company shall reimburse the County for all of its reasonable 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 evincing 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 herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of the County's duties under this Fee 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 7.1 unless it provides the Company with 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.

(f) This Section 7.1 shall survive expiration or earlier termination of this Agreement, as described in Section 6.10, hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

CHESTER COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

CHESTER PV1, LLC

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel or tract of real property, with any and all improvements that might be situate and located thereon, containing 462.728 acres, more or less, lying and being on both sides of Brown road, County and State aforesaid, and being more fully set forth, shown and described according to a plat of survey entitled "Jennie S. Brown Estate" dated February 28, 2000, prepared by Hipp Land Surveying, and recorded in Plat Cabinet D, Slide 8, Page 3, RMC Office for Chester County, South Carolina, said plat being incorporated herein by reference thereto as a part of this description.

LESS AND EXCEPT: ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF REAL PROPERTY CONTAINING 154.243 ACRES, DESCRIBED ON PLAT ENTITLED "SUBDIVISION SURVEY PREPARED FOR KATHRYN B. TWIFORD AND CAROL E. WILKINS" DATED MARCH 29, 2016, PREPARED BY JAMES J. PITTMAN, PLS, AND RECORDED IN PLAT CABINET E, SLIDE 26, PAGE 5 & 6, OF THE CHESTER COUNTY CLERK OF COURT.

Derivation: This being a portion of the property conveyed to Grantors and Grantee through the estate of Jennie S. Brown, who died testate on July 6, 1999 and whose estate is found in Case File 99-ES-12-145, Chester County Probate Court and by other interest deeds of record.

EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective [●], 2025 (“Fee Agreement”), between Chester County, South Carolina (the “County”) and Chester PV1, LLC (the “Company”).

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

The Sponsor Affiliate acknowledges that all references in the Fee Agreement to rights and obligations of the Company in the Fee Agreement apply to the Sponsor Affiliate with respect to its investment in the Project.

The Company (a) agrees to be responsible for all repayment obligations that arise pursuant to the Fee Agreement, unless otherwise agreed to through a separate agreement in writing by and between the Company and the Sponsor Affiliate (including any lease agreements that have been or will be assigned to the Company in connection with the Project); and (b) agrees to indemnify the Sponsor Affiliate against all claims brought against it arising from the Fee Agreement, provided that such repayment obligation is not an obligation of the Sponsor Affiliate under a separate agreement in writing as set forth above or the claim is not a result of Sponsor Affiliate’s own negligence, bad faith, fraud, deceit, or willful misconduct.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of choice of law.

4. Notice.

Notices under Section 6.1 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below, and the Company hereby agrees to the terms set forth herein

Date

Name of Sponsor Affiliate

Signature: _____

Name: _____
Title: _____
Address: _____

COMPANY:

Signature: _____
Name: _____
Title: _____

)

)

)

IDENTIFYING THE CAPITAL PROJECTS AS PART OF A PROGRAM OF GENERAL OBLIGATION BORROWING FOR CALENDAR YEAR 2025; UPDATING THE LIST OF CAPITAL PROJECTS RELATED TO PRIOR GENERAL OBLIGATION BORROWINGS FOR CALENDAR YEARS 2022-2024; ALLOCATING AMOUNTS FROM THE CAPITAL PROJECT FUNDS; AND PROVIDING FOR OTHER RELATED MATTERS.

THE CHESTER COUNTY, SOUTH CAROLINA, COUNTY COUNCIL RESOLVES:

SECTION 1. (a) In calendar years 2022, 2023, and 2024, the County issued general obligation bonds according to one or more bond ordinances (collectively, “Prior Bond Issues,” each, a “Prior Bond Issue”). Each Prior Bond Issue provided for the expenditure of bond proceeds on various capital projects, which were reflected in a resolution adopted by County Council related to each Prior Bond Issue. The County, in consultation with the County Treasurer, has reviewed the bond proceeds remaining from each of the Prior Bond Issues and compiled a list of previously approved capital projects that have associated, unspent bond proceeds. The list of previously approved capital projects and computation of unspent bond proceeds is attached as Exhibit A to this Resolution.

(b) By the adoption of this Resolution, the County intends to reallocate the funds remaining from the Prior Bond Issues to the capital projects for which the Series 2025 General Obligation Bond (as more fully described in Section 2, below, “Bond”) will be issued. The reallocation of the proceeds of the Prior Bond Issues to other capital projects (as shown on Exhibit B as “FY25 Bond Clean-up” and described more fully below) does not impact the prior computation of any debt limitation and does not have any impact on the computation contained in Section 2(a), below.

(c) According to the requirements of Section 1 of the County's Ordinance No. 2024-5, enacted by the County Council ("Council") of Chester County, South Carolina ("County"), on March 4, 2024 ("Capital Project Fund Ordinance"), by the adoption of this Resolution, the County intends to provide for the use of amounts held in the Capital Project Fund (as defined in the Capital Project Fund Ordinance), as shown on Exhibit B as "Capital Reserve."

SECTION 2. According to the requirements of Section 20 of the County’s Ordinance No. 2024-12, enacted by the Council of the County, on June 17, 2024 (“Bond Ordinance”), the Council adopts the following:

(a) The assessed valuation of all property in the County as of June 30, 2024, for purposes of computation of the Bonded Debt Limit (as defined in the Bond Ordinance), is not less than \$169,984,267. Eight percent of this assessed valuation is \$13,598,741 ("County's Bonded Debt Limit"). As of the date of this Resolution, the County has outstanding no more than \$5,314,818 of general obligation indebtedness subject to the County's Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the County's Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County's Bonded Debt Limit ("Available Debt Limit") is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$8,283,923;

(b) The list of capital projects (with approximate costs) to be funded by the sale, issuance, and delivery of the Bond is attached to this Resolution as Exhibit B;

(c) Including the Bond (including all proceeds to be spent on projects and costs of issuance related to the Bond), the calendar year 2025 aggregate par amount of all bonds to be issued according to the Bond Ordinance does not exceed the lesser of: (1) \$2,500,000 and (2) the County's Available Debt Limit in general obligation bonds; and

(d) Each capital project on Exhibit B, which is to be funded with proceeds from the Bond, is intended to serve a County-wide purpose and/or is anticipated to have a County-wide impact and is not intended to provide a special benefit to any particular area of the County to the exclusion of the remainder of the County.

SECTION 3. All resolutions and parts thereof in conflict herewith are, to the extent of such conflict, repealed.

RESOLVED: June 23, 2025

CHESTER COUNTY, SOUTH CAROLINA

Pete Wilson, Chairman
Chester County Council

(SEAL)
ATTEST:

Kristie Donaldson
Clerk to Council

EXHIBIT A

Fund: 429 2022 Bond	Budget Remaining	Clean-up
429-001-5400 Assessment Software Upgrade	160,700.00	160,700.00
429-003-5400 Mig Welder & Accessories	139.10	139.10
429-005-5400 Replace Library Units With Gas	725.38	725.38
429-008-5400 Roddey Bldg-Parking Lot Led Lights	929.27	929.27
429-013-5400 Sheriff - 5 Patrol Vehicles	136.67	136.67
429-027-5400 Roads - Sweepstart Rhfa Hitchbroom	10,410.00	10,410.00
Fund: 430 2023 Bond		
430-001-5400 Tire Changer	579.01	579.01
430-002-5400 Hvac Van	1,924.22	1,924.22
430-004-5400 Roddey Building-Paint,Tiles,Concret	32.85	32.85
430-006-5400 Motor Pool- 2 Fans	8,067.57	8,067.57
430-007-5400 County Computer Replacement	727.29	727.29
430-008-5400 Server Program	1,426.40	1,426.40
430-010-5400 5 Patrol Cars	1,967.35	1,967.35
430-013-5400 Scba Rechargeable Batteries	296.76	296.76
430-015-5400 West Chester Fire Roof	3,589.92	3,589.92
430-016-5400 Lando Fire Scba Pack Batteries	2,959.80	2,959.80
430-017-5400 Lando Fire Edgemoor Station Tile	30,000.00	30,000.00
430-018-5400 Lewis Fire 6" Valve	1,362.17	1,362.17
430-021-5400 North Chester Turnout Gear	16.20	16.20
430-022-5400 North Chester Fire Pagers	223.00	223.00
430-023-5400 North Chester Fire Hose	2,178.08	2,178.08
430-025-5400 Richburg Fire 3 Gas Detectors	375.26	375.26
430-030-5400 Ais Motorola Upgrade	1,630.80	1,630.80
430-031-5400 Tower Lighting	3,823.07	3,823.07
Fund: 424 2024 Bond		
424-001-5400 Coroner-Hydraulic Scissor Lift	15.50	15.50
424-004-5400 Motor Pool-Shop Press 50 Ton	3.44	3.44
424-007-5400 Maint-Big Tex 16Et Trailer	215.00	215.00
424-009-5400 It - Server/Firewall	0.71	0.71
424-013-5400 County Chambers-Technology Upgrade	4,032.13	3,832.13
424-017-5400 Gf Fire Station-Medical Equipment	46.29	46.29
424-022-5400 Fire Turnout Gear	152.00	152.00
424-023-5400 Rural Fire - Radios	106.30	106.30
424-024-5400 Rural Fire - Radio Batteries	43.20	43.20
424-028-5400 Mounting Unit For Laptop & Internet	3,021.60	3,021.60
424-031-5400 Ems-Ais Stryker Equipment Program	2,000.40	2,000.40
424-032-5400 Leaf Blowers-Each Convenience Site	646.06	646.06
		244,302.80

EXHIBIT B

\$1,800,000

(AVAILABLE BOND PROCEEDS FOR PROJECTS, DOES NOT INCLUDE COSTS OF ISSUANCE)

Chester County Government Request(s) for Capital Items 2025-2026 Budget		
Department	Request(s)	Recommended
135 - Assessor	Ford Maverick	35,339.80
150 - Coroner	4WD Vehicle (14,000 from Fund 373)	45,890.00
150 - Coroner	Outfit 4WD vehicle	7,124.00
170 - Maintenance	Fencing at County cemetery on Darby Road (4 foot chain link)	11,707.00
170 - Maintenance	Addition at Public Works maintenance shop	56,100.00
175 - Airport	Facility Repairs	40,000.00
176 - IT	Switches & Firewalls	110,000.00
176 - IT	Dell Servers	18,208.00
176 - IT	Computer Fleet	25,000.00
301 - Sheriff's Department	10 fully equipped vehicles	617,000.00
301 - Sheriff's Department	City of Chester Flock Cameras	50,000.00
340 - Detention Center	Condensor Coils	50,000.00
340 - Detention Center	Pumps	97,000.00
345 - Fire Coordinator	Ford F-150 Vehicle	65,000.00
345 - Fire Coordinator	9 sets of turn out gear for additional staff	74,000.00
345 - Fire Coordinator	Class A and B uniforms for all full time staff	14,000.00
350 - Rural Fire	Turn out Gear	100,000.00
350 - Rural Fire	Training Tower Renovations	44,562.00
350 - Rural Fire	Hurst Spreader Cutter Batteries - Lando	25,270.00
350 - Rural Fire	Water Proofing for Drainage - Leeds	9,180.00
350 - Rural Fire	632 Brush Truck 800 Radio - Lewis	10,000.00
350 - Rural Fire	MS Ceiling Tile & Paint Meeting Room - North Chester	2,800.00
350 - Rural Fire	811 ISO Equipment - Richburg	37,496.00
350 - Rural Fire	Front Apron Repair Substation - Rossville	43,450.00
350 - Rural Fire	Front Apron Repair Substation - South Chester	15,000.00
350 - Rural Fire	MS Ceiling Upgrade to Accommodate Trucks - West Chester	12,000.00
350 - Rural Fire	Building Upgrade to House Brush Truck 1430 - Crossroads	7,000.00
401 - Roads	25 foot Equipment Trailer	20,390.00
401 - Roads	Motor Grader repairs - rear axle	71,586.00
402 - Pubic Works	ADA Compliance Project	10,000.00
405 - Litter Control	Tommy Lift Gate for large item pick up	4,200.00
501 - EMS	New Ford Ambulance	387,000.00
501 - EMS	New Ford Explorer QRV	60,000.00
501 - EMS	New Flooring & Blinds	22,000.00
501 - EMS	New Alert System	10,000.00
501 - EMS	Class A & B uniforms	36,000.00
		2,244,302.80
	FY25 Bond Clean-up	(244,302.80)
	Capital Reserve	(200,000.00)
	FY26 Capital Bond Project Amount	1,800,000.00

and related equipment and any other capital items that do not exceed,
individually or in aggregate, 1% of the Bond's par amount.

RESOLUTION 2025-14 OF
CHESTER COUNTY, SOUTH CAROLINA

[ONE EXHIBIT FOLLOWS]

EXHIBIT A

POLICY NUMBER: 5-12 Chester County Tuition Reimbursement Policy

[NEW PROVISION TO POLICY- SEE ATTACHED]

County of Chester Personnel Manual

Policy Number: 5-12

Effective: June 23, 2025

Subject: **Chester County Tuition Reimbursement Policy**

Purpose

Chester County values continuing education to enhance the skills and knowledge of its employees, which are critical to the County's ability to provide services to its citizens. The tuition reimbursement policy encourages personal development through formal education allowing employees to maintain and improve job-related skills.

Eligibility

- Must be a full-time employee with at least 12 months of continuous service and no performance concerns or disciplinary actions.
- To maintain eligibility, the employee must remain on active payroll and perform his/her job duties satisfactorily through completion of each course and continually until the date of reimbursement.
- Coursework must be job-related or part of a degree/certification program that enhances the employee's role or potential with the County.
- Courses must be taken at an accredited institution.
- Employees will be reimbursed on a first-come, first-served basis after completion of the course provided that the County, at its discretion, allocates sufficient funds for tuition reimbursement. Once the money allocated for the program is depleted for the fiscal year, there will be no more tuition reimbursements made to employees for the fiscal year. Tuition reimbursement requests for courses completed in a prior fiscal year, or requests to carry over reimbursement requests into a new fiscal year, will not be approved.

Covered Expenses

- Tuition fees will be covered at the South Carolina State Rates only, which is subject to change from year to year
- Note: Course(s) or curriculum must be preapproved by the Human Resources Director prior to enrollment to qualify for the tuition reimbursement program.

Reimbursement Amount

- The State tuition rate per credit hour allowed based on the following reimbursement rates:
 - o 100% for a grade A in the course
 - o 75% for a grade B in the course
 - o 50% for grade C in the course
 - o No reimbursement will be allowed for grades below C or course withdrawal

Application Process

1. Submit a Tuition Reimbursement Course Approval Form prior to the start of the course, must include course details and estimated costs.
2. Obtain supervisor and Human Resources approval prior to enrollment.
3. Submit proof of course completion, final grade(s) and receipt(s) for approved expenses within 30 days after the course completion to Human Resources Director.
4. The Administrator will review documentation of course completion. If approved for reimbursement, the Finance department will reimburse the approved amount.

Educational Benefits

If an employee receives educational benefits from any other source including grants, scholarships, lottery assistance or other funds which the employee does not have to pay back, the employee must disclose such benefits when applying for tuition reimbursement. Chester County will reimburse only the portion of the educational expenses remaining after the primary source of educational benefits are paid. If a full or partial payment of tuition is refunded to an employee by the educational institution, for whatever reason, the amount must be refunded to Chester County immediately if the County has issued a check for tuition reimbursement to the employee. Failure to refund these monies will result in forfeiting any future reimbursements for tuition/fees and the employee will no longer be eligible for the tuition reimbursement program. Furthermore, any overpayments that are made to the employee may be recovered by Chester County by any method, including payroll deductions.

Repayment Clause

If an employee voluntarily leaves the County within 24 months of receiving tuition reimbursement, the employee must repay the full amount he/she was reimbursed in the preceding 24 months. Chester County will make every effort to collect these funds by any method, including payroll deductions.

Tax Implications

Reimbursement may be taxable depending on the IRS limits and current regulations. The payment of any taxes due is the employee's responsibility.

Policy Review and Updates

This policy is subject to review and may be amended or terminated at the discretion of Chester County. The tuition reimbursement policy is subject to fiscal year budget appropriations and is at the County's sole discretion.