



**NEWBERRY COUNTY COUNCIL
COUNTY COUNCIL AGENDA
November 2, 2022
6:00 P.M.**

Call to order: Todd Johnson, Chairman
Invocation and Pledge of Allegiance: Mary Arrowood, Councilwoman

1. Adoption of Consent Agenda
 - a. Executive Committee Meeting Minutes – October 11, 2022
 - b. Newberry County Council and Joint Planning Commission Minutes – October 12, 2022
 - c. Newberry County Council Workshop Minutes – October 12, 2022
 - d. Newberry County Council Minutes - October 19, 2022
2. Additions, Deletions & Adoption of the Agenda
3. Ordinance No. 09-21-2022 An Ordinance authorizing the execution and delivery of a fee agreement by and between Newberry County, South Carolina, and Newberry PV1, LLC providing for a payment of a fee in lieu of taxes, providing special source of revenue credits, and authorizing an amendment to the master agreement governing the Greenwood-Newberry Industrial Park to provide for the addition of property and other matters related thereto.
 - a. Third and Final Reading
4. Ordinance No. 09-22-2022 An Ordinance to amend the budget ordinance for the fiscal year 22-23. Ordinance number 4-7-22, to provide for an amendment to the copying fees.
 - a. Public Hearing
 - b. Third and Final Reading

5. Ordinance No. 09-23-2022 An Ordinance to amend the budget ordinance for the fiscal year 22-23, Ordinance number 04-07-22, to revise the fees collected by the building department.
 - a. Public Hearing
 - b. Third and Final Reading

6. Ordinance No. 11-25-2022 - Planning and Zoning Text Amendment - Solar Farms
 - a. First Reading

7. Ordinance No. 11-26-2022 - An Ordinance permitting the Newberry County Joint Planning Commission and the Newberry County Board of Zoning Appeals to conduct virtual/electronic meetings permanently and establishing certain attendance requirements
 - a. First Reading

8. Resolution 12-22 to provide for a monthly stipend for Board of Zoning Appeals and Joint Planning Commission and requirements thereof – Ron Powell

9. Resolution 11-22 to adopt and allocate funds for an Outdoor Fitness Court® as part of the 2023 National Fitness Campaign – Jessie Long

10. Resolution 13-22 to establish a temporary moratorium procedure on the intake of unwanted pets at the Newberry County Animal Shelter – Leslie Jenkins and Bonnie Shealy

11. Approval of hiring a Building Inspector – Ron Powell

12. Appointments

13. Public Comments

14. Executive Session
 - Code Section §30-4-70 (a) of the Code of Laws of SC, as amended, 1976

 - (1) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property. The receipt of legal advice where the legal advice relates to

a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.

- (2) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting names of the other employees or clients whose records are submitted for use at the hearing.

15. Comments/Request from County Administrator

16. Comments/Request from Council

17. Future Meetings

- a. Delinquent Tax Sale - November 7, 2022, at 8:30 a.m.
- b. Council Retreat - November 14, 2022, at 8:30 a.m.
- c. County Council - November 16, 2022, at 6 p.m.
- d. County Council - December 7, 2022, at 6 p.m.
- e. County Council - December 21, 2022, at 6 p.m.

18. Adjournment

*NEWBERRY COUNTY COUNCIL AND
JOINT PLANNING COMMISSION
WORKSHOP MINUTES*

October 12, 2022

The Newberry County Council and the Newberry County Joint Planning Commission met on Tuesday, October 12, 2022, at 5:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a special workshop meeting.

Notice of the meeting was duly advertised, as required by law.

PRESENT: Todd Johnson, Chair (District 1)

Mary Arrowood, Council Member (District 2)

Henry H. Livingston, III, Council Member (District 3)

Robert N. Shealy, Council Member (District 4)

Johnny Mack Scurry, Council Member (District 6)

Karen Brehmer, Deputy County Administrator

Debbie S. Cromer, Finance Director

Crystal Waldrop, Purchasing Director

Christopher Inglese, County Administrator

Jacquelyn R. Lawrence, Clerk to Council

ABSENT : Les Hipp, Vice-Chair (District 5)

Travis Reeder, Council Member (District 7)

Joanie Winters, Interim County Attorney

Mr. Johnson called the meeting to order and determined a quorum to be present.

Mr. Scurry had the invocation followed by the Pledge of Allegiance.

1. Additions, Deletions and Adoption of the Agenda

Mr. Shealy moved to adopt the agenda as written; seconded by Mrs. Arrowood. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

2. Newberry County Water and Sewer Authority

Daniel Quattlebaum, Assistant Manager presented regarding the water system. NCWSA has 4,100 residential taps, 290 commercial taps, 12 industrial taps in the Towns of Little Mountain, Prosperity, Pomaria, and Silverstreet. The water demand at its peak is 1.6 million gallons per day and on average 1.2 million gallons per day. NCWSA services many industrial businesses throughout the county. There are two water systems that supply for the county. Lake Murray Water Treatment Plant has 2 million gallons per day constructed treatment capacity, 1.2 million gallons per day capacity deliverable to the distribution system, and 6 million gallons per day capacity at full build-out. Purchase contract with the City of Newberry has 1 million gallons per day available and 3 master-meter connections. The water distribution system has 350 miles of piping, 5 water storage tanks that together can store 3.6 million gallons, and 4 pump stations.

The highest priority water project is water transmission main and pumping upgrades would increase the deliverable capacity from 1.2 million gallons per day to 2 million gallons per day. The cost will be 11.9 million dollars. The NCWSA has submitted to the South Carolina Rural Infrastructure Authority for and ARPA Grant. That decision should be made in March of 2023.

Brent Richardson, Manager presented regarding the sewer system. NCWSA has 650 residential connections, 60 commercial connections, 10 industrial connections in the Towns of Prosperity and Little Mountain. Sewer Collection consists of 65 miles of collection mains and 40 duplex pump stations. NCWSA has 2 wastewater treatment areas. Cannons Creek Regional that has .95 million gallons per day treatment capacity, .55 million gallons per day allocated capacity, and .45 million gallons per day available capacity. City of Newberry offers to connection points and .15 million gallons per day combined capacity available to the NCWSA.

The highest priority sewer project is Cannons Creek Wastewater Treatment upgrade and expansion. This would increase treatment capacity from .95 million gallons per day to 1.5 million gallons per day. The cost will be 5.2 million dollars. This project is included on the 2022 CPST Ballot.

3. Review/Discuss/Develop the Future Land Map for the Land Use Element of the Comprehensive Plan

- a. Cheryl Matheny, Consultant from the Matheny-Burns Group, explained to Council and the Commission about the Comprehensive Plan that is being worked on. The Comprehensive Plan defines community goals, objectives, and policies to guide public and private development. It examines community strengths, weaknesses, and assess conditions and analyzes trends. A Comprehensive Plan is required by SC Comprehensive Planning Enabling Act of 1994. The Planning Commission must establish and maintain a planning process for the preparation and update of the Comprehensive Plan. The Plan must be reviewed every 5 years and updated every 10 years. The Plan is area-wide and a blueprint for how the community would like to develop and grow in the coming decade. Ten elements are required in the Plan: population, housing, economic, cultural and natural resources, community facilities, resiliency, transportation, priority investment and land use. Other elements can be added such as implementation. Each element requires inventory of existing conditions, statement of needs and goals, and implementation strategies. Plan process takes about 12 months. The Plan also includes existing land use. Inventory and mapping of existing land use should be included. The land use categories include agricultural, commercial, industrial, single-family, multifamily, parks and recreation, public and institutional, Sumter National Forest and vacant land. The previous Future Land map is from 2012. The next steps will be to update as appropriate, participate in meetings, review element drafts as available and work with staff and consultants.
- The PowerPoint, additional handouts, and land maps are attached for further, more detailed information.
- Mr. Livingston stated that there must be a balance in the positioning the land maps as to not have our county turn into a Lexington or a Chapin. The balance must protect our county. Mass growth is not always in the best interest of the county.
- Mr. Johnson agreed with Mr. Livingston's statement. Controlled measured, healthy growth is good.

4. Discussion of a text amendment for Solar Farms to be a Special Exception in the R-2 Rural zoning district.

Katie Werts stated that Solar Farms are currently only allowed in the industrial zoning district. Staff has been discussing an amendment for where a Solar Farm would be allowed. It could be a special exception to be placed in the R-2 zoning district. This would not be something that would have to go before Council, but it would have to go before the Planning Commission for approval. For example, if a Solar Farm comes in and says they want to build then they leave. If the land stays at R-2 zoning with a special exception it will allow for the property to be used for residential, farming, etc. There is no risk of only commercial businesses being allowed. Additional regulations have been added to the amendment such as the buffers and setbacks. The setback is currently set at 100 feet. The amendment would

require 125 feet from all road right aways and adjacent properties. The buffer is currently set at 50 feet. The amendment would require 100 feet.

Mrs. Arrowood agreed with the idea of protecting the area.

Joint Planning Commission members discussed their concerns with Council.

Mrs. Werts stated that this is only a rough draft, and any adjustments can still be made. Also, that BZA will be responsible for making sure that the amendment contains all the appropriate guidelines. The Planning Commission will meet and prepare the amendment for the next County Council Agenda.

5. Discussion of impact fees for dilapidated mobile homes and overgrown areas.

Mrs. Werts asked for guidance as to what Council would like to see happen with moving forward to implement fees for violations.

Mrs. Werts and Council discussed some of the local areas that appear to be problematic. Along with the issues with applying fees that do not get paid and what would have to be done to collect those fees.

Council requested that staff research the areas of need and what the needs are. Additionally, research the possibility of grants that may be able to be obtained to help with costs.

6. Adjournment

Mr. Livingston moved to adjourn the meeting, seconded by Mrs. Arrowood. Mr. Johnson called for the vote. The vote was unanimous. The meeting adjourned at 6:27 p.m.

Newberry County Council

Todd Johnson, Chairman

Jackie Lawrence, Clerk to Council

Minutes approved: _____

**Newberry County
Comprehensive Plan**

**Comprehensive Plan – Joint Land
Use Element Workshop**
October 12, 2022

1

The Comprehensive Plan

Introduction and Purpose

2

What is a Comprehensive Plan?

- Defines community goals, objectives and policies to guide public and private development (*What do we want to become; How do we get there?*)
- Examines community strengths and weaknesses (*What do we need to improve; What can we build upon?*)
- Assesses conditions and analyzes trends (*Where are we headed?*)

3

Why do a Comprehensive Plan?

- Required by S.C. *Comprehensive Planning Enabling Act* of 1994
- Planning Commission must establish and maintain a planning process for the preparation and update of the Comprehensive Plan
- Must review the Plan every **5** years; update the Plan every **10** years

4

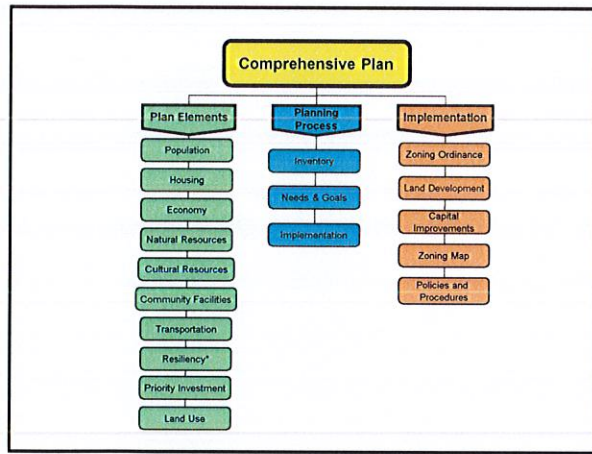


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Where does the Comprehensive Plan fit in?

- Long-range and comprehensive in scope
- General guide for future social, economic, and physical development
- Area-wide, not site specific
- Not regulatory, but a blueprint for how the community would like to grow and develop in the coming decade
- Implemented through zoning and land development regulations, capital improvements plan, community development programs, etc.

6



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What is Required in the Plan?

- Minimum of ten elements:
 - Population
 - Housing
 - Economic
 - Cultural Resources
 - Natural Resources
 - Community Facilities
 - Resiliency (new)
 - Community Facilities
 - Transportation
 - Priority Investment
 - Land Use
- Other elements can be added
 - Implementation

8

What is Required for each Element?

- Inventory of existing conditions
- Statement of needs and goals
- Implementation strategies with timeframes

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LAND USE ELEMENT
Goals, Objectives and Implementation Strategies (5-year review)

Goal/Objective/Strategy	Accountable Agencies	Time Frame for Completion
Goal 10.1 Enable and promote land use development that meets the current and future needs of Newberry County residents.		
Objective 10.1.1. Enable rural development that encourages and protects agricultural and low density residential uses while providing opportunities for appropriate complementary and associated uses.	Newberry County	On-going
Strategy 10.1.1.1. Review proposed amendments to County land use regulations to ensure the protection of agricultural and low density residential uses while enabling the development of complementary and associated uses in the rural area.	Newberry County	On-going
Objective 10.1.2. Provide opportunities for economic growth and development in areas that are or have the potential to be economic development centers.	Newberry County Municipalities	On-going
Strategy 10.1.2.1. Review proposed amendments to County land use regulations to ensure that opportunities for economic development are encouraged and facilitated where appropriate.	Newberry County Municipalities	On-going
Strategy 10.1.2.2. Preserve and enhance transportation corridor pathways along primary routes from I-26 and neighboring jurisdictions into the County.	Newberry County Municipalities COCOG SCDOT	On-going

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- Staff Goals for the Plan**
- Comprehensive Plan should:
 - Be simple and easy to understand for staff, PC, Council, and the public
 - Have Goals, Objectives, and Implementation Strategies that are specific and achievable, with built-in progress monitoring and evaluation
 - Incorporate visual aids to enhance reader understanding and enforce key points
 - Be straightforward and clear

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- Element Stakeholder Committees**
- Five element stakeholder committees will be formed, grouped by similar subject matter and shared stakeholders:
 - Population, Housing, and Cultural
 - Natural Resources and Resiliency
 - Community Facilities, Transportation, Priority Investment
 - Economic – will use Strategic Plan steering committee and public meetings input
 - Land Use – PC/CC will develop and review

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Element Stakeholder Committees

- Element stakeholder committees will include representatives from related public and private organizations, interested citizens
- Planning Commissioners and Council encouraged to participate in one or more Element Committees
- Each committee will meet to receive an element overview, offer input on background data (provided prior to meeting), discuss issues, and develop goals/objectives/implementation strategies

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Element Stakeholder Committees

- Follow up and additional review on background data and draft goals/objectives/ implementation strategies will be by email (mail if needed)
- Once Committees have completed review, element drafts will go to the Planning Commission for review and revision
- The PC will review and recommend completed drafts, but will submit the consolidated draft to County Council for adoption

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Comprehensive Plan Timetable

- Plan process will take approximately 12 months
- Stakeholder review of Population, Housing, Cultural, draft elements on 10/11
- Natural Resources draft complete
- Community Facilities, Resiliency, Transportation, Priority Investment drafts nearing completion
- Economic Development awaiting completion of Economic Development Strategic Plan
- Land Use will build on previous elements, but is already under development

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The Comprehensive Plan

Land Use Element

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Existing Land Use - Methodology

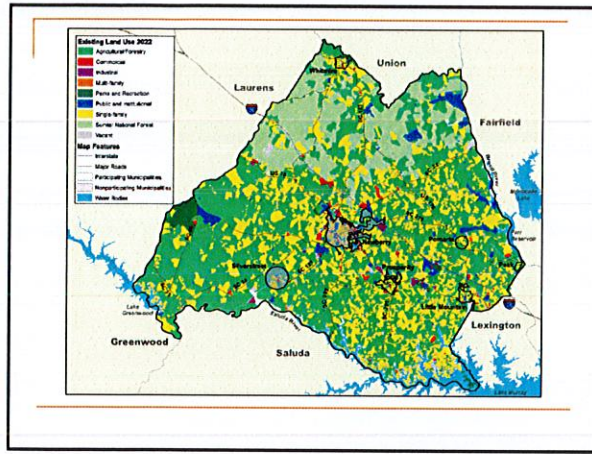
- Inventory of existing land uses developed through extensive geographic information system (GIS) analysis of digital mapping data
- Mapping of existing land uses integrated land use category definitions and County Assessor tax parcel data, as well as staff knowledge
- Roadways and railroad transportation rights-of-way are not assigned land use classifications and are not included in land use calculations

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Existing Land Use Categories

- Agricultural/Forestry
- Commercial
- Industrial
- Single-family Residential
- Multi-family Residential
- Parks and Recreation
- Public and Institutional
- Sumter National Forest
- Vacant Land

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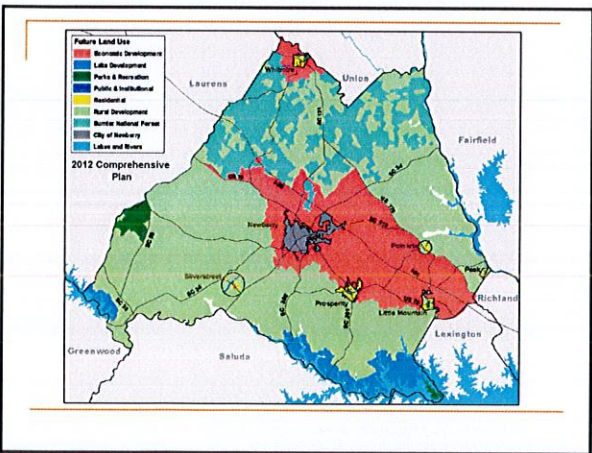


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2012 Plan Future Land Use Categories

- Economic Development
- Lake Development
- Parks and Recreation
- Public and Institutional
- Residential
- Rural Development
- Sumter National Forest

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Issues, Considerations and Questions

22

Next Steps

- Review, consider, and discuss 2012 FLU Map categories, update as appropriate
- Participate in Element Stakeholder meetings
- Review existing land use map and relevant data
- Review Element drafts as available, particularly in relation to 2022 FLUM
- Work with staff and consultants to update Future Land Use Map

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Questions?

- Katie Werts, Zoning Administrator
 - kwerts@newberrycounty.net
 - 803-321-2166
- Cheryl Matheny, The Matheny-Burns Group
 - cmatheny@sc.rr.com
 - 803-356-9475

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Newberry County Comprehensive Plan

FUTURE LAND USE CATEGORIES – 2012 COMPREHENSIVE PLAN

The Future Land Use Map is a blueprint for the physical development of Newberry County, setting the context and providing a vision for future growth and development. Implementation of the Future Land Use Map (FLUM) will be accomplished through regulatory measures included in the County's Zoning and Subdivision Regulations, capital improvement plans, departmental and other agency plans, as well as land use regulations enacted by the County's municipalities.

Development of the Future Land Use Map is anchored by land use data provided by the existing land use map as supplemented by staff knowledge of current development trends and potential future development areas. As illustrated in the Existing Land Use Map, much of Newberry County is primarily rural in nature. Land uses including municipal downtowns, commercial corridors along major roadways, industrial development, and residential areas have evolved and matured over time and have been incorporated in the Future Land Use Map. Surrounding land uses were evaluated in determining future land use designations for vacant parcels.

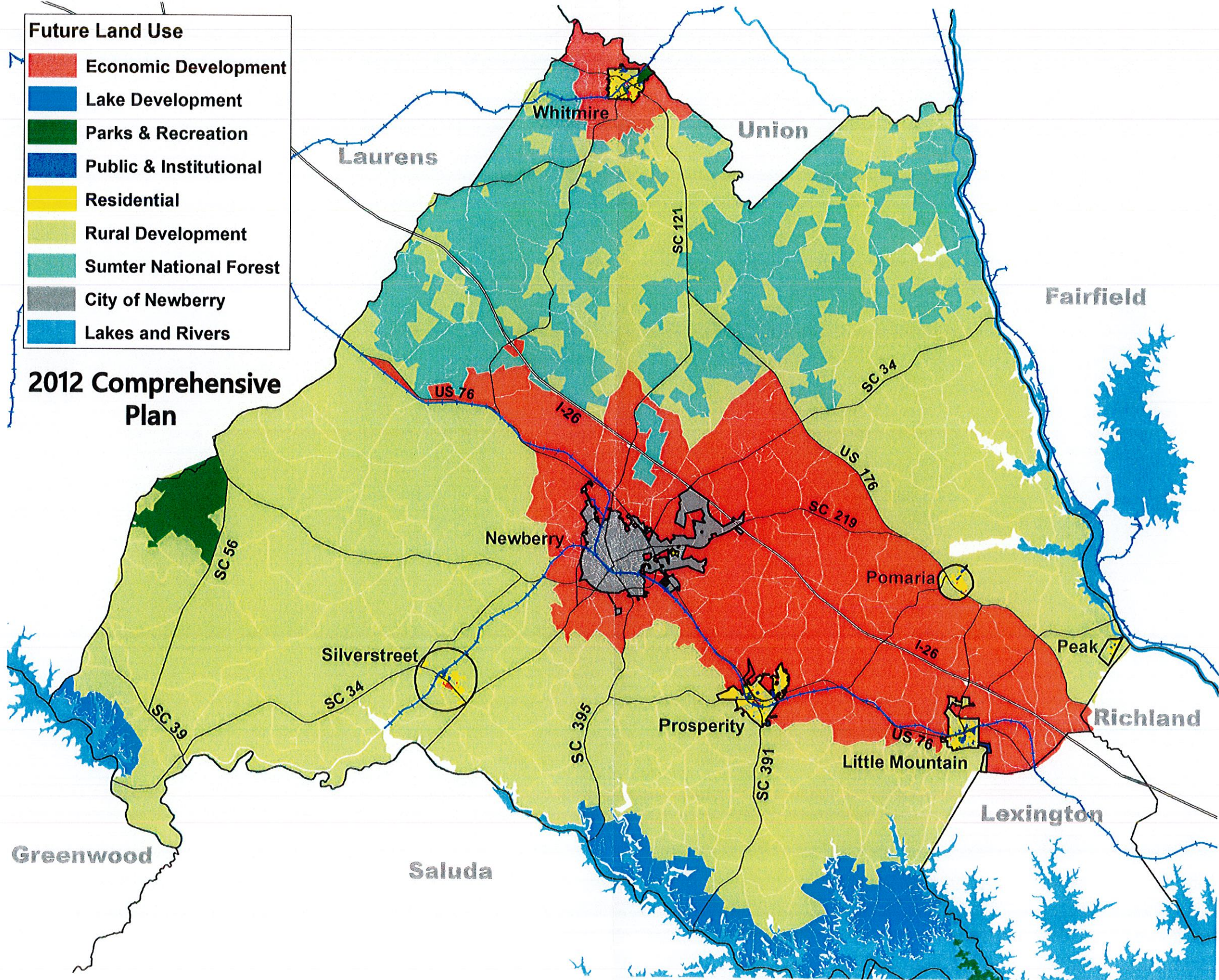
- **Economic Development** – Land areas that either are or have the potential to be economic development centers and include uses such as commercial, industrial, higher density residential, public, and institutional, and related infrastructure. Commercial uses include businesses, trade activities, administrative activities, professional activities or services, or personal services. Industrial uses include the manufacturing, assembly, processing, fabrication, storage (warehousing), and transportation of goods. Public and institutional uses include city, county, state, and federal offices; schools; churches; hospitals; congregate care facilities (nursing homes); utility offices and facilities; postsecondary institutions; communications towers; community non-profit organizations; cemeteries; and libraries.
- **Lake Development** – Land areas in close proximity to Lake Murray and Lake Greenwood, principally used for residential structures, but may include other complementary and associated uses such as agriculture, forestry, and public/institutional uses such as churches and schools. Where adequate road access is available, land in the Lake District may also include more intense uses such as marinas, commercial activities, and personal services.
- **Parks and Recreation** – Land area used for public active and passive recreation or to preserve open space. Examples of uses include ball fields, golf courses, tennis courts, parks, greenways, public gardens, playgrounds, conservation areas, nature preserves, and recreation centers and facilities.
- **Public and Institutional** – Land area used primarily for private, public, quasi-public, religious, philanthropic, or other activity undertaken for providing for the social, cultural, educational, health, or physical betterment of the community and public governance. Examples include county, municipal, state and federal offices; schools; churches; hospitals; congregate care facilities (nursing homes); utility offices; *postsecondary institutions* and libraries.

Newberry County Comprehensive Plan

- **Residential** – Land area used for residential structures including single-family, duplex, triplex, and multi-family housing; zero lot-line and patio home developments; townhouses and condominiums; home occupations; manufactured homes on single lots; manufactured home subdivisions; and manufactured home parks.
- **Rural Development** – Land in the rural areas of the County primarily used for low density residential, agriculture and forestry, but may include other complementary and associated uses. Land in Rural Development may also include higher intensity uses on properties that are separated appropriately from residential uses and that have adequate road access.
- **Sumter National Forest** – Lands within the Sumter National Forest.

- Future Land Use**
- Economic Development
 - Lake Development
 - Parks & Recreation
 - Public & Institutional
 - Residential
 - Rural Development
 - Sumter National Forest
 - City of Newberry
 - Lakes and Rivers

2012 Comprehensive Plan



Newberry County Comprehensive Plan

EXISTING LAND USE CATEGORIES - 2022

- **Agricultural/Forestry** – Land area used primarily for agricultural and forestry purposes, including uses accessory to agriculture or forestry such as residences for farm owners or workers and storage for equipment or crops. Properties that are 10 or more acres in size and are classified in the Newberry County Assessor’s database as agricultural for taxation purposes were included in this land use category. Adjoining multiple properties under the same ownership that together equaled 10 or more acres and were classified as agricultural for taxation purposes were also included in this category. *Land in agriculture or forestry use is by far the most prevalent in Newberry County, accounting for more than half (209,682 acres) of the County’s total land.*
- **Commercial** – Land area used to conduct businesses, trade activities, administrative activities, professional activities or services, or personal services. Examples of uses include establishments for wholesale or retail sale of goods and services, restaurants, entertainment facilities, administrative or professional offices, gas stations, grocery stores, hair stylists, dry cleaners, furniture stores, clothing stores, car sales, law offices, doctor offices, CPAs, real estate offices, hotels/motels, lumber sales, private gyms, post office and nursery or garden centers. *Commercial land uses comprise less than one percent (3,035.77 acres) of the County’s land area.*
- **Industrial** – Land area used to manufacture, assemble, process, or fabricate goods and/or to store (warehouse) or transport goods. Examples include manufacturing plants, industrial parks, truck terminals, and warehouses. *Industrial land use comprises less than half of one percent (1,332.8 acres) of the total County land area.*
- **Single-Family Residential** – Land area used for residential structures including single-family dwellings, duplexes, manufactured homes on single lots, and manufactured home subdivisions. Properties that are less than 10 acres and classified in the Newberry County Assessor’s database as agricultural for taxation purposes, but that have improvements on the property, were also included in this land use category. *Single-family residential uses comprise 24.2% (95,062.22 acres) of the land area in Newberry County.*
- **Multi-Family Residential** – Land area used for residential structures other than those included in Single-Family Residential Districts, including structures containing three or more dwelling units, zero lot line developments, patio home developments, condominium developments, townhouses, and manufactured home parks. *Higher density multi-family residential uses account for a very small percentage (less than half of 1%) of all land use (587.33 acres) in the County.*
- **Parks and Recreation** – Land area used for public active and passive recreation or to preserve open space. Examples of parks and recreation uses include ball fields, golf courses, tennis courts, parks, greenways, public gardens, playgrounds, conservation areas, nature preserves, state parks, recreation sites, wildlife management areas, and recreation centers and facilities. *Residents of Newberry County have abundant opportunities to enjoy recreational opportunities, with 5,278.99 acres (1.3% of all land) classified as Parks and Recreation.*

Newberry County Comprehensive Plan

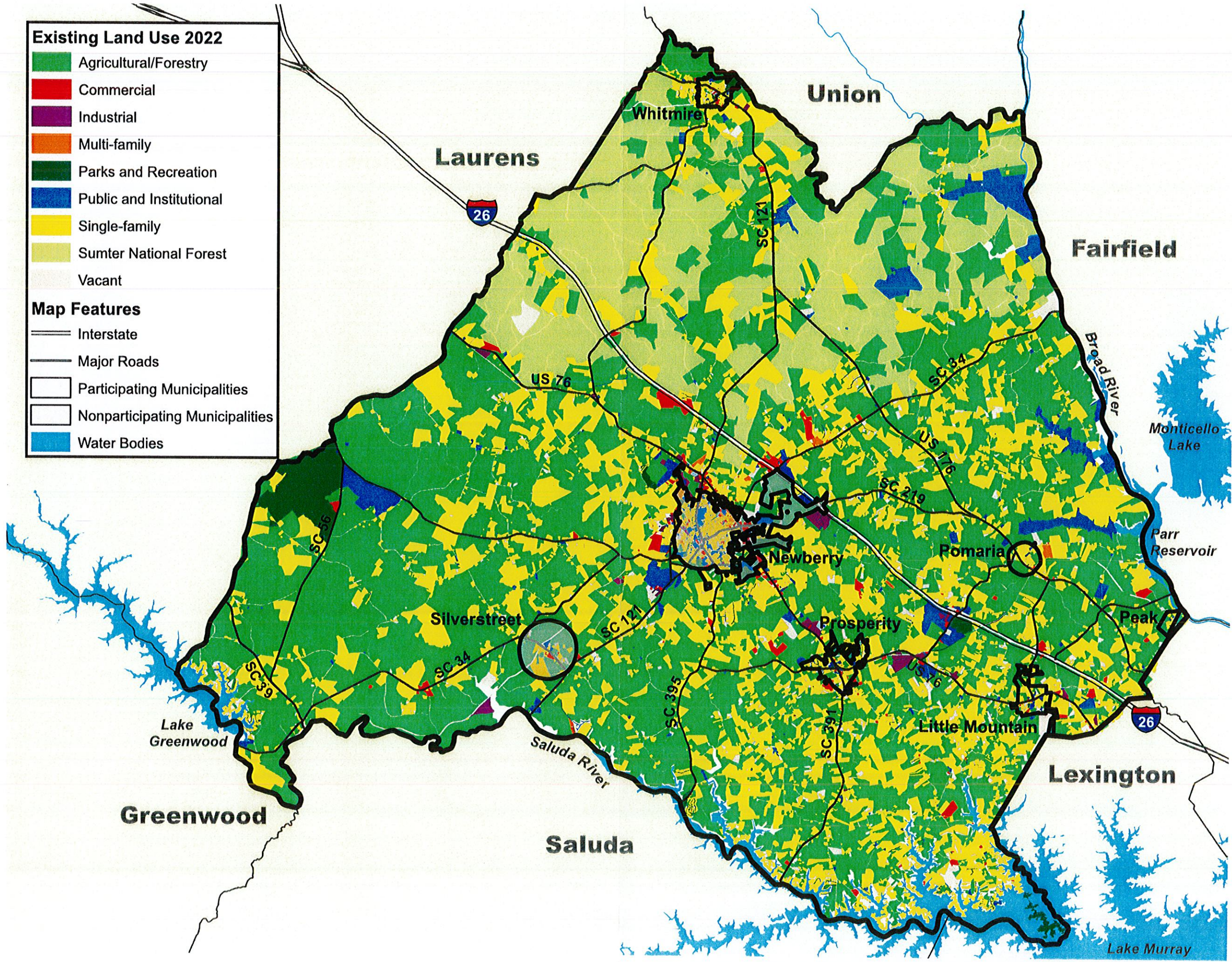
- **Public and Institutional** – Land area used primarily for private, public, quasi-public, religious, philanthropic, or other activity undertaken for providing for the social, cultural, educational, health, or physical betterment of the community and public governance. Examples include city, county, state and federal offices; schools; churches; hospitals; congregate care facilities (nursing homes); utility offices and facilities; postsecondary institutions; communications towers; community non-profit organizations; cemeteries; and libraries. *Nearly 10,182 acres of land (2.6% of all County land) are in Public and Institutional use in Newberry County.*
- **Sumter National Forest** – Lands within the Sumter National Forest. *More than 14% percent (55,575.7 acres) of the land area in Newberry County is part of the Sumter National Forest and is federally owned and managed.*
- **Vacant Land** – Land area not developed for a specific use or assigned a land use classification. Properties that are less than 10 acres in size and are classified in the Newberry County Assessor’s database as agricultural for taxation purposes, but have no improvements on the property, were also included in this land use category. *While only three percent of land in Newberry County (11,634.44 acres) is classified for land use planning purposes as Vacant (or undeveloped), much of the 265,257.73 acres in Agricultural and Forestry use or within the Sumter National Forest does not include physical improvements and could also be considered undeveloped.*

Existing Land Use 2022

- Agricultural/Forestry
- Commercial
- Industrial
- Multi-family
- Parks and Recreation
- Public and Institutional
- Single-family
- Sumter National Forest
- Vacant

Map Features

- Interstate
- Major Roads
- Participating Municipalities
- Nonparticipating Municipalities
- Water Bodies



NEWBERRY COUNTY COUNCIL

WORKSHOP MINUTES

October 12, 2022

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Notice of the meeting was duly advertised, as required by law.

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Debbie S. Cromer, Finance Director

Donna Lominack, Auditor

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Christopher Inglese, County Administrator

Rick Farmer, Director of Economic Development

Jacquelyn R. Lawrence, Clerk to Council

ABSENT : Les Hipp, Vice-Chair (District 5)

Travis Reeder, Council Member (District 7)

Joanie Winters, Interim County Attorney

Mr. Johnson called the meeting to order and determined a quorum to be present.

Mr. Scurry had the invocation followed by the Pledge of Allegiance.

1. Additions, Deletions and Adoption of the Agenda

Mr. Shealy moved to adopt the agenda as written; seconded by Mr. Livingston. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

2. FILOTS

Donna Lominack spoke regarding the FILO accounts per the Department of Revenue. There are 24 open accounts that come from 16 manufactures in the county.

Komatsu and Pioneer will roll off for the tax year 2023.

Attached are the charts used during the explanation.

Rick Farmer spoke regarding his projections for revenue the County should be receiving over the next 5 years from 10 manufacturers. What is not on the list are the projects that are not done yet. One of the unfinished projects is projected to bring the County \$200,000 per year in revenue.

Mr. Livingston commented that Caterpillar had FILO that was tracked out for several years. When they vacated the building, they were taxed a business rate instead of a FILO.

The spreadsheet discussed is attached.

Staff and Council discussed the important of protecting Economic Development, rolling stock, safety, and security.

3. Bonds

Donna Lominack reported on GO Bond payments. The lease purchases have gone down allowing the County to not increase taxes this year to the citizens.

Bond Payment charts are attached.

Debbie Cromer, Finance Director spoke regarding the bond payments, long term debt and the lease purchases. The reported amounts are from 2021 and are attached.

4. Adjournment

Mr. Shealy moved to adjourn the meeting, seconded by Mrs. Arrowood. Mr. Johnson called for the vote. The vote was unanimous. The meeting adjourned at 7:20 p.m.

Newberry County Council

Todd Johnson, Chairman

Jackie Lawrence, Clerk to Council

Minutes approved: _____

2022 FILO ACCOUNTS PER
DEPARTMENT OF REVENUE

FILO ACCOUNTS	SID #	SCHEDULE	OPEN DATE	SCHEDULE STATUS	INITIAL EXEMP	TOTAL INVEST	INITIAL FEE YR	FINAL INVEST YR	PROJECT EXT YR	AGREEMENT LENGTH	REQUIRED FEE INVEST	FIXED MILLEGE RATE	ASSESS RATIO	FEE	SPECIAL SOURCE REV CREDIT	TOTAL FEE
HECATE ENERGY WEST NEWBERRY LLC	90669480001	S001	8/19/2021	OPEN	2022	\$4,500,191	2022	2027								
KISWIRE INC	19638630006	S001	8/27/2001	OPEN	2000	\$25,334,407	2000	2005	2010	30	\$5,000,000	0.38200	6.00%	\$100,050	v	\$11,394
KISWIRE INC	19638630006	S002	8/27/2001	OPEN	2012	\$9,625,341	2012	2017	2022	30	\$2,500,000	0.38700	6.00%	\$39,990		\$157,771
KISWIRE INC	19638630015	S001	1/1/2013	OPEN	2014	\$103,030,086	2014	2019	2024	30	\$2,500,000	0.38500	6.00%	\$1,611,443	v	\$39,990
KOMATSU AMERICA CORP	13751890006	S001	6/28/2005	OPEN	2003	\$13,395,828	2003	2008		20	\$20,000,000	0.23600	6.00%	\$131,214		\$966,866
KRA OPERATIONS LLC	92170180009	S001	2/1/2020	OPEN	2021	\$8,177,204	2021	2026		30	\$11,500,000	0.38200	6.00%	\$147,617	v	\$144,334
KRA REAL ESTATE LLC	90671370003	S001	2/1/2020	OPEN	2021	\$11,822,808	2021	2026		30	\$11,500,000	0.38200	6.00%	\$147,617	v	\$50,190
MACLEAN POWER LLC	20099840016	S001	12/31/2020	OPEN	2021	\$3,131,253	2021	2025		20	\$9,420,000	0.38200	6.00%	\$61,111	v	\$92,133
METAL MASTERS INC	139573000017	S001	1/1/2015	OPEN	2016	\$6,123,801	2016	2021		20	\$4,000,000	0.38100	6.00%	\$121,024		\$45,834
MM TECHNICS LP	42070140000	S001	1/1/2007	OPEN	2018	\$18,075,720	2018	2024		20	\$12,620,000	0.38100	6.00%	\$304,352	v	\$121,024
OSCAR MAYERS FOOD CORPORATION	14106150008	S001	3/21/1988	OPEN	1997	\$2,907,099	1997	2002	2004	21	\$5,000,000	0.27100	6.00%	\$4,558		\$0
PIONEER FROZEN FOODS SOUTH CAROLINA INC	21438670009	S001	2/28/2002	OPEN	2003	\$59,328,440	2003	2008	2013	20	\$5,000,000	0.25700	6.00%	\$284,570		\$4,558
PIONEER FROZEN FOODS SOUTH CAROLINA INC	21438670009	S002	2/28/2002	OPEN	2019	\$12,744,583	2019	2024		20	\$2,500,000	0.38200	6.00%	\$209,039	v	\$284,570
SAMSUNG ELECTRONICS HOME APPLIANCES AMERICA, LLC	41694580008	S001	1/1/2018	OPEN	2019	\$490,696,120	2019	2027		30	\$350,000,000	0.38200	4.00%	\$6,173,566	v	\$156,780
SCHWEITZER MAUDUIT INTERNATIONAL INC	24036640011	S001	1/1/2019	OPEN	2020	\$12,618,758	2020	2025		20	\$4,000,000	0.38200	6.00%	\$251,908	v	\$1,000,000
SEA PRO BOATS LLC	27297870029	S001	4/1/2015	OPEN	2016	\$4,195,174	2016	2021	2026	20	\$3,463,000	0.38100	6.00%	\$65,161		\$163,741
TRUCAST LLC	18784800007	S002	5/29/1997	OPEN	2009	\$3,597,501	2009	2017		20	\$3,000,000	0.39900	6.00%	\$45,530		\$65,161
TRUCAST LLC	18784810007	S003	5/29/1997	OPEN	2018	\$3,538,423	2018	2023		30	\$3,000,000	0.38200	6.00%	\$58,729		\$45,530
WEST DEVELOPMENT LLC	3148146008	S001	1/1/2021	OPEN	2022	\$100	2022	2027		30	\$5,000,000	0.38200	6.00%	\$4,139		\$58,729
WEST FRASER INC	23816690029	S001	5/1/2008	OPEN	2005	\$14,121,341	2005	2010		20	\$12,200,000	0.34500	6.00%	\$47,036	v	\$4,139
WEST FRASER INC	23816690029	S002	5/1/2008	OPEN	2017	\$75,558,281	2017	2022	2027	20	\$60,000,000	0.38200	6.00%	\$744,784	v	\$39,981
NEWBERRY ELECTRIC COOPERATIVE INC	14060290001	T001	12/1/2021	OPEN	2022	\$1,965,676	2022	2027		30	\$2,500,000	0.36700	6.00%	\$41,986	v	\$633,067
NEWBERRY ELECTRIC COOPERATIVE INC	14060290001	T002	12/1/2021	OPEN	2022	\$14,876	2022	2027		30	\$2,500,000	0.36700	6.00%	\$318	v	\$33,589
NEWBERRY ELECTRIC COOPERATIVE INC	14060290001	T003	12/1/2021	OPEN	2022	\$2,887	2022	2027		30	\$2,500,000	0.36700	6.00%	\$62	v	\$254.40
TOTAL														\$ 10,876,937		\$ 4,119,685

S SCHEDULE - FILO

T SCHEDULE - NON-MANUFACTURING FEE

UPDATED: OCTOBER 4, 2022
BY: MELINDA LONG

2022 FEE IN LIEU

MANUFACTURER	ACCT NO.	VALUE	A/V 6%	FILO TAX	MULTI CO.	A/V 10.5%	CURRENT TAX	DIFFERENCE
Hecate Energy West S01	906066948-000-1(382)	4,365,185	261,911	\$11,394.00	\$11.39	458,344	\$167,754.06	\$156,360.06
Kiswire Inc. S01	1963863-000(385)	9,258,867	555,532	\$157,771.00	\$157.77	972,181	\$355,818.26	\$198,047.26
Kiswire Inc. S02	1963863-000(385)	1,722,216	103,333	\$39,990.00	\$39.99	180,833	\$66,184.76	\$26,194.76
Kiswire Inc. S01	1963863-001(385)	69,759,453	4,185,567	\$966,866.00	\$966.87	7,324,743	\$2,680,855.78	\$1,713,989.78
Komatsu Amer. Corp.	1375189-000(236)	9,266,536	555,992	\$144,334.00	\$144.33	972,986	\$356,112.98	\$211,778.98
KRA Real Estate LLC S01	9067137-000(382)	11,822,808	709,368	\$92,133.00	\$92.13	1,241,395	\$454,350.51	\$362,217.51
KRA Operations LLC S01	9217018-000(382)	6,440,526	386,432	\$50,190.00	\$50.19	676,255	\$247,509.41	\$197,319.41
Macleon Power LLC S01	2009984-001-6 (382)	2,666,280	159,977	\$45,834.00	\$45.83	279,959	\$102,465.14	\$56,631.14
MM Technics LP S01	4207014-000(18-23)	13,313,718	798,823	\$304,352.00	\$304.35	1,397,940	\$511,646.18	\$207,294.18
Metal Masters S01	1395730-001 (381)	5,294,149	317,649	\$121,024.00		555,886	\$203,454.15	\$82,430.15
Newberry Electric T01	1406029-001 (367)	1,906,706	114,402	\$33,589.00	\$33.59	200,204	\$73,274.71	\$39,685.71
Newberry Electric T02	1406029-001 (367)	14,430	866	\$254.40	\$0.25	1,515	\$554.54	\$300.14
Newberry Electric T03	1406029-001 (367)	2,800	168	\$49.60	\$0.05	294	\$107.60	\$58.00
Oscar Mayer Foods S01	141615-000 (271)	280,294	16,818	\$4,558.00	\$4.56	29,431	\$10,771.70	\$6,213.70
Pioneer Frozen Foods S01	2143867-000 (257)	18,454,630	1,107,278	\$284,570.00	\$284.57	1,937,736	\$709,211.43	\$424,641.43
Pioneer Frozen Foods S02	2143867-000(382)	9,120,384	547,223	\$156,780.00	\$156.78	957,640	\$350,496.36	\$193,716.36
Samsung S01	4169458-000(382)	404,029,172	24,241,750	\$1,000,000.00	\$1,000.00	42,423,063	\$15,526,841.08	\$14,526,841.08
Schweitzer Mauduit S01	2403664-001 (382)	10,990,750	659,445	\$163,741.00	\$163.74	1,154,029	\$422,374.52	\$258,633.52
Sea Pro S01	2729787-002 (382)	2,850,421	171,025	\$65,161.00	\$65.16	299,294	\$109,541.68	\$44,380.68
Trucast LLC S02	1878481-000 (399)	1,901,827	114,110	\$45,530.00		199,692	\$73,087.21	\$27,557.21
Trucast LLC S03	1878481-000 (382)	2,562,359	153,742	\$58,729.00	\$58.73	269,048	\$98,471.46	\$39,742.46
West Develop LLC S01	3148146-000-8(382)	180,600	10,836	\$4,139.00	\$4.14	18,963	\$6,940.46	\$2,801.46
West Fraser Inc. S01	2381669-002 (382)	2,272,257	136,335	\$39,981.00	\$39.98	238,587	\$87,322.84	\$47,341.84
West Fraser Inc.S02	2381669-002 (381)	32,494,956	1,949,697	\$633,067.00	\$633.07	3,411,970	\$1,248,781.16	\$615,714.16
TOTAL		620,971,324	37,258,279	\$4,424,037.00	\$4,257.48	65,201,989	\$23,863,927.98	\$19,439,890.98
MM Technics LP exempt	4207014-000(18-23)	13,313,718	798,823	\$304,352.00	\$304.35	1,397,940	\$511,646.18	\$207,294.18
TOTAL AS 6/30/2023		607,657,606	36,459,456	\$4,119,685.00	\$3,953.13	63,804,049	\$23,352,281.80	\$19,232,596.80
Newberry Electric T03	1406029-000- (367)	2800		\$10.98				

2022 FEE IN LIEU

SCHOOL BONDS 14.5%	SCHOOL GENERAL FUNDS 49.2%	COMM.SERVICE 1.9%	Co. Bonds 1.4%	Co. Gen 33.0%	DIFFERENCE
\$22,672.21	\$76,929.15	\$2,970.84	\$2,189.04	\$51,598.82	\$156,360.06
\$28,716.85	\$97,439.25	\$3,762.90	\$2,772.66	\$65,355.60	\$198,047.26
\$3,798.24	\$12,887.82	\$497.70	\$366.73	\$8,644.27	\$26,194.76
\$248,528.52	\$843,282.97	\$32,565.81	\$23,995.86	\$565,616.63	\$1,713,989.78
\$30,707.95	\$104,195.26	\$4,023.80	\$2,964.91	\$69,887.06	\$211,778.98
\$52,521.54	\$178,211.02	\$6,882.13	\$5,071.05	\$119,531.78	\$362,217.51
\$28,611.32	\$97,081.15	\$3,749.07	\$2,762.47	\$65,115.41	\$197,319.41
\$8,211.52	\$27,862.52	\$1,075.99	\$792.84	\$18,688.28	\$56,631.14
\$30,057.66	\$101,988.74	\$3,938.59	\$2,902.12	\$68,407.08	\$207,294.18
\$11,952.37	\$40,555.63	\$1,566.17	\$1,154.02	\$27,201.95	\$82,430.15
\$5,754.43	\$19,525.37	\$754.03	\$555.60	\$13,096.28	\$39,685.71
\$43.52	\$147.67	\$5.70	\$4.20	\$99.05	\$300.14
\$8.41	\$28.54	\$1.10	\$0.81	\$19.14	\$58.00
\$900.99	\$3,057.14	\$118.06	\$86.99	\$2,050.52	\$6,213.70
\$61,573.01	\$208,923.58	\$8,068.19	\$5,944.98	\$140,131.67	\$424,641.43
\$28,088.87	\$95,308.45	\$3,680.61	\$2,712.03	\$63,926.40	\$193,716.36
\$2,106,391.96	\$7,147,205.81	\$276,009.98	\$203,375.78	\$4,793,857.56	\$14,526,841.08
\$37,501.86	\$127,247.69	\$4,914.04	\$3,620.87	\$85,349.06	\$258,633.52
\$6,435.20	\$21,835.29	\$843.23	\$621.33	\$14,645.62	\$44,380.68
\$3,995.80	\$13,558.15	\$523.59	\$385.80	\$9,093.88	\$27,557.21
\$5,762.66	\$19,553.29	\$755.11	\$556.39	\$13,115.01	\$39,742.46
\$406.21	\$1,378.32	\$53.23	\$39.22	\$924.48	\$2,801.46
\$6,864.57	\$23,292.18	\$899.49	\$662.79	\$15,622.81	\$47,341.84
\$89,278.55	\$302,931.37	\$11,698.57	\$8,620.00	\$203,185.67	\$615,714.16
\$2,818,784.19	\$9,564,426.36	\$369,357.93	\$272,158.47	\$6,415,164.02	\$19,439,890.98
\$30,057.66	\$101,988.74	\$3,938.59	\$2,902.12	\$68,407.08	\$207,294.18
\$2,788,726.54	\$9,462,437.62	\$365,419.34	\$269,256.36	\$6,346,756.94	\$19,232,596.80

2022 FEE IN LIEU

NO MULTI COUNTY PARK
GREENWOOD MULTI COUNTY PARK
CURRENT LEVY 366

2022 FEE IN LIEU

MANUFACTURER	ACCT NO.	VALUE	A/V 6%	FILO TAX	MULTI CO.	A/V 10.5%	CURRENT TAX	DIFFERENCE	SCHOOL BONDS 14.5%	SCHOOL GENERAL FUNDS 49.2%	COMM.SERVICE 1.9%	Co. Bonds 1.4%	Co. Gen 33.0%	DIFFERENCE
Hecate Energy West S01	906066948-000-1(382)	4,365,185	261,911	\$11,394.00	\$11.39	458,344	\$167,754.06	\$156,360.06	\$22,672.21	\$76,929.15	\$2,970.84	\$2,189.04	\$51,598.82	\$156,360.06
Kiswire Inc. S01	1963863-000(385)	9,258,867	555,532	\$157,771.00	\$157.77	972,181	\$355,818.26	\$198,047.26	\$28,716.85	\$97,439.25	\$3,762.90	\$2,772.66	\$65,355.60	\$198,047.26
Kiswire Inc. S02	1963863-000(385)	1,722,216	103,333	\$39,990.00	\$39.99	180,833	\$66,184.76	\$26,194.76	\$3,798.24	\$12,887.82	\$497.70	\$366.73	\$8,644.27	\$26,194.76
Kiswire Inc. S01	1963863-001(385)	69,759,453	4,185,567	\$966,866.00	\$966.87	7,324,743	\$2,680,855.78	\$1,713,989.78	\$248,528.52	\$843,282.97	\$32,565.81	\$23,995.86	\$565,616.63	\$1,713,989.78
Komatsu Amer. Corp.	1375189-000(236)	9,266,536	555,992	\$144,334.00	\$144.33	972,986	\$356,112.98	\$211,778.98	\$30,707.95	\$104,195.26	\$4,023.80	\$2,964.91	\$69,887.06	\$211,778.98
KRA Real Estate LLC S01	9067137-000(382)	11,822,808	709,368	\$92,133.00	\$92.13	1,241,395	\$454,350.51	\$362,217.51	\$52,521.54	\$178,211.02	\$6,882.13	\$5,071.05	\$119,531.78	\$362,217.51
KRA Operations LLC S01	9217018-000(382)	6,440,526	386,432	\$50,190.00	\$50.19	676,255	\$247,509.41	\$197,319.41	\$28,611.32	\$97,081.15	\$3,749.07	\$2,762.47	\$65,115.41	\$197,319.41
Maclean Power LLC S01	2009984-001-6 (382)	2,666,280	159,977	\$45,834.00	\$45.83	279,959	\$102,465.14	\$56,631.14	\$8,211.52	\$27,862.52	\$1,075.99	\$792.84	\$18,688.28	\$56,631.14
MM Technics LP S01	4207014-000(18-23)	13,313,718	798,823	\$304,352.00	\$304.35	1,397,940	\$511,646.18	\$207,294.18	\$30,057.66	\$101,988.74	\$3,938.59	\$2,902.12	\$68,407.08	\$207,294.18
Metal Masters S01	1395730-001 (381)	5,294,149	317,649	\$121,024.00		555,886	\$203,454.15	\$82,430.15	\$11,952.37	\$40,555.63	\$1,566.17	\$1,154.02	\$27,201.95	\$82,430.15
Newberry Electric T01	1406029-001 (367)	1,906,706	114,402	\$33,589.00	\$33.59	200,204	\$73,274.71	\$39,685.71	\$5,754.43	\$19,525.37	\$754.03	\$555.60	\$13,096.28	\$39,685.71
Newberry Electric T02	1406029-001 (367)	14,430	866	\$254.40	\$0.25	1,515	\$554.54	\$300.14	\$43.52	\$147.67	\$5.70	\$4.20	\$99.05	\$300.14
Newberry Electric T03	1406029-001 (367)	2,800	168	\$49.60	\$0.05	294	\$107.60	\$58.00	\$8.41	\$28.54	\$1.10	\$0.81	\$19.14	\$58.00
Oscar Mayer Foods S01	141615-000 (271)	280,294	16,818	\$4,558.00	\$4.56	29,431	\$10,771.70	\$6,213.70	\$900.99	\$3,057.14	\$118.06	\$86.99	\$2,050.52	\$6,213.70
Pioneer Frozen Foods S01	2143867-000 (257)	18,454,630	1,107,278	\$284,570.00	\$284.57	1,937,736	\$709,211.43	\$424,641.43	\$61,573.01	\$208,923.58	\$8,068.19	\$5,944.98	\$140,131.67	\$424,641.43
Pioneer Frozen Foods S02	2143867-000(382)	9,120,384	547,223	\$156,780.00	\$156.78	957,640	\$350,496.36	\$193,716.36	\$28,088.87	\$95,308.45	\$3,680.61	\$2,712.03	\$63,926.40	\$193,716.36
Samsung S01	4169458-000(382)	404,029,172	24,241,750	\$1,000,000.00	\$1,000.00	42,423,063	\$15,526,841.08	\$14,526,841.08	\$2,106,391.96	\$7,147,205.81	\$276,009.98	\$203,375.78	\$4,793,857.56	\$14,526,841.08
Schweitzer Mauduit S01	2403664-001 (382)	10,990,750	659,445	\$163,741.00	\$163.74	1,154,029	\$422,374.52	\$258,633.52	\$37,501.86	\$127,247.69	\$4,914.04	\$3,620.87	\$85,349.06	\$258,633.52
Sea Pro S01	2729787-002 (382)	2,850,421	171,025	\$65,161.00	\$65.16	299,294	\$109,541.68	\$44,380.68	\$6,435.20	\$21,835.29	\$843.23	\$621.33	\$14,645.62	\$44,380.68
Trucast LLC S02	1878481-000 (399)	1,901,827	114,110	\$45,530.00		199,692	\$73,087.21	\$27,557.21	\$3,995.80	\$13,558.15	\$523.59	\$385.80	\$9,093.88	\$27,557.21
Trucast LLC S03	1878481-000 (382)	2,562,359	153,742	\$58,729.00	\$58.73	269,048	\$98,471.46	\$39,742.46	\$5,762.66	\$19,553.29	\$755.11	\$556.39	\$13,115.01	\$39,742.46
West Develop LLC S01	3148146-000-8(382)	180,600	10,836	\$4,139.00	\$4.14	18,963	\$6,940.46	\$2,801.46	\$406.21	\$1,378.32	\$53.23	\$39.22	\$924.48	\$2,801.46
West Fraser Inc. S01	2381669-002 (382)	2,272,257	136,335	\$39,981.00	\$39.98	238,587	\$87,322.84	\$47,341.84	\$6,864.57	\$23,292.18	\$899.49	\$662.79	\$15,622.81	\$47,341.84
West Fraser Inc.S02	2381669-002 (381)	32,494,956	1,949,697	\$633,067.00	\$633.07	3,411,970	\$1,248,781.16	\$615,714.16	\$89,278.55	\$302,931.37	\$11,698.57	\$8,620.00	\$203,185.67	\$615,714.16
TOTAL		620,971,324	37,258,279	\$4,424,037.00	\$4,257.48	65,201,989	\$23,863,927.98	\$19,439,890.98	\$2,818,784.19	\$9,564,426.36	\$369,357.93	\$272,158.47	\$6,415,164.02	\$19,439,890.98
MM Technics LP exempt	4207014-000(18-23)	13,313,718	798,823	\$304,352.00	\$304.35	1,397,940	\$511,646.18	\$207,294.18	\$30,057.66	\$101,988.74	\$3,938.59	\$2,902.12	\$68,407.08	\$207,294.18
TOTAL AS 6/30/2023		607,657,606	36,459,456	\$4,119,685.00	\$3,953.13	63,804,049	\$23,352,281.80	\$19,232,596.80	\$2,788,726.54	\$9,462,437.62	\$365,419.34	\$269,256.36	\$6,346,756.94	\$19,232,596.80
Newberry Electric T03	1406029-000- (367)	2800		\$10.98										

NO MULTI COUNTY PARK
 GREENWOOD MULTI COUNTY PARK
 CURRENT LEVY 366

Date	Company	Project	Announced CAPE/JOBS	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	
2017	MM Technics	Apollo II	\$12,620,000	65	\$0	\$0	\$78,000	\$61,000	\$57,000	\$57,000
2019	MacLean Power Systems	Tiger Shark	\$9,420,000	34	\$45,000	\$42,000	\$141,332	\$128,109	\$114,886	\$101,663
2019	Big Gun Robotics	DMZ	\$3,675,000	16	\$0	\$12,722	\$13,488	\$14,077	\$32,296	\$38,415
2019	MM Technics (expansion)	Petra	\$6,000,000	35	\$0	\$0	\$47,000	\$40,000	\$39,000	\$39,000
2019	Hecate Energy	Kickoff	\$5,000,000	0	\$11,394	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
2019	KRA	Sam	\$11,500,000	57	\$142,323	\$137,750	\$133,602	\$129,822	\$126,385	\$123,261
2021	KRA (Expansion)	Sam II	\$23,500,000	120	\$0	\$236,000	\$236,000	\$225,000	\$213,000	\$202,000
2021	Sea Pro Boats	Speed Racer II	\$3,704,238	50	\$0	\$28,153	\$29,470	\$30,194	\$30,236	\$29,864
2021	Daeyoung	Sun Rise	\$51,000,000	224	\$0	\$0	\$0	\$625,000	\$609,000	\$594,000
2021	Newberry Electric Cooperative	N/A (fiber expansion)	\$2,500,000	0	\$33,589	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
TOTALS			\$128,919,238		\$232,306	\$502,625	\$724,892	\$1,299,202	\$1,267,803	\$1,231,203

2022/2023 BOND PAYMENTS

BOND	22/23 Bond	Principal	Interest	31-Jul-21	31-Aug-21	30-Sep-21	31-Oct-21	30-Nov-21	31-Dec-21
Lease Purchase	\$ 660,000.00	\$ 660,000.00		\$ 12,743.95	\$ 11,411.95	\$ 14,022.82			
2013 A GO Bond	\$ 23,800.00		\$23,800.00: 8/23/22	\$ 264.13	\$ 237.36	\$ 283.55			
2020 A GO Bond	\$ 198,931.59	\$182,400 03/01/23	\$16,531.59 03/01/23	\$ 3,559.41	\$ 3,188.71	\$ 3,900.78			
2020 B GO Bond	\$ 83,773.80	\$73,800 03/01/2023	\$9,973.80 03/01/23	\$ 1,510.89	\$ 1,351.16	\$ 1,659.38			
2018 C GO Bond	\$ 92,393.39	\$77,468.22 03/01/23	\$14,925.17 03/01/23	\$ 1,528.93	\$ 4,148.80	\$ 1,877.97			
2020 GO School		\$ -	\$ -	\$ 136,212.25	\$ 113,344.34	\$ 159,001.79			

BOND	22/23 Bond	Principal	Interest	31-Jan-22	2/29/2022	31-Mar-22	30-Apr-22	31-May-22	30-Jun-22
Lease Purchase	\$ 660,000.00	\$ 660,000.00							
2013 A GO Bond	\$ 23,800.00		\$23,800.00: 8/23/22						
2020 A GO Bond	\$ 198,931.59	\$182,400 03/01/23	\$16,531.59 03/01/23						
2020 B GO Bond	\$ 83,773.80	\$73,800 03/01/2023	\$9,973.80 03/01/23						
2018 C GO Bond	\$ 92,393.39	\$77,468.22 03/01/23	\$14,925.17 03/01/23						
2022 GO School									

Lease Purchase Emergency Vehicles, Ambulances, etc. Installment Payment (Public Works)	Verified with Theo Dubose 2022
2013 A Santee Cooper Spec Building	Paid Out
2018 C GO Bond	
2020 B GO Bond	
2020 GO Bond	
2022 GO School	

2022 2023 GO BOND PAYMENTS

	A	B	C
1	G O Bonds	Fy 22/23 Payments	Payment Date
2			
3			
4			
5	2018 C	\$92,393.39	1-Mar
6			
7	2020 A	\$198,931.59	1-Mar
8			
9	2020 B	\$83,773.80	1-Mar
10			
11	Lease Purchase	\$660,000.00	1-Apr

NOTES TO FINANCIAL STATEMENTS
 NEWBERRY COUNTY, SOUTH CAROLINA
 Year Ended June 30, 2021

NOTE F - LONG-TERM DEBT

The following is a summary of long-term debt transactions of the County for the year ended June 30, 2021:

	Balance, July 1, 2020	Additions	Deletions	Balance, June 30, 2021
Bonds payable	\$ 17,160,118	\$ 8,834,900	\$ 7,595,948	\$ 18,399,070
Lease purchase agreement	2,630,130	878,500	871,571	2,637,059
Accrued vacation	<u>839,262</u>	<u>31,221</u>	<u>—</u>	<u>870,483</u>
Total Long Term Debt	<u>\$ 20,629,510</u>	<u>\$ 9,744,621</u>	<u>\$ 8,467,519</u>	<u>\$ 21,878,118</u>

Bonds payable at June 30, 2021, are composed of the following:

Special Source Revenue Bond (Fee-in-Lieu) – 2021 - due in annual installments of \$252,700 - \$436,100 through April 2037; interest rate 3.5%. Current amount due \$252,700	\$ 5,500,000
\$1,200,000 – 2013 Promissory Note - due in annual installments of \$23,800 to \$252,468 through Aug 2028; Interest rate 2.0%. Current amount due \$0, interest only	1,190,000
\$19,125,000 – 2017 Bonds (Sales Tax) , due in annual installments of \$2,200,000 to \$3,155,000 through March 2025; Interest rate 1.63%. Current amount \$2,865,000	9,025,000
\$800,000 General Obligation Bonds, Series 2018C, due in Annual installments of \$70,936 to \$89,720 through March 2028; Interest rate 3.94%. Current amount due \$75,226	576,070
\$1,668,000 General Obligation Bonds, Series 2020A, due in Annual installments of \$85,600 to \$186,600 through March 2030; Interest rate 1.27%. Current amount due \$180,100	1,481,400
\$800,000 General Obligation Bonds, Series 2020B, due in Annual installments of \$44,900 to \$76,400 through March 2030; Interest rate 1.80%. Current amount due \$72,500	<u>626,600</u>
Total bonds payable	<u>\$ 18,399,070</u>

NOTES TO FINANCIAL STATEMENTS
 NEWBERRY COUNTY, SOUTH CAROLINA
 Year Ended June 30, 2021

NOTE F - LONG-TERM DEBT – Continued

Outstanding bonds payable are due as follows at June 30, 2021:

Year Ending June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 3,445,526	\$ 706,565	\$ 4,152,091
2023	3,613,668	549,015	4,162,683
2024	3,778,777	383,600	4,162,377
2025	868,022	210,253	1,078,275
2026	888,544	189,641	1,078,185
2027 – 2031	3,390,833	638,908	4,029,741
2032 – 2036	1,977,600	276,156	2,253,756
2037	<u>436,100</u>	<u>14,609</u>	<u>450,709</u>
Totals	<u>\$ 18,399,070</u>	<u>\$ 2,968,747</u>	<u>\$ 21,367,817</u>

General Obligation Bonds

Ad valorem taxes are pledged to secure the outstanding balance of each bond issue and must be levied in the amount sufficient to pay the principal and interest due each year. The South Carolina Constitution limits local unit borrowing power to 8 percent of its assessed property value. The limitation excludes bonded indebtedness existing on December 1, 1977 (date of the Constitutional amendment), certain special levies assessed on properties located in an area receiving special benefits, and other prescribed indebtedness approved by the voters. Based on the June 30, 2021 assessed property valuation (\$152,017,661) the County is below its legal debt limit of \$12,161,412. Bond indebtedness applied to the debt limit was \$3,874,070 leaving \$8,287,342 debt capacity remaining.

Special Source Revenue Bonds

The Special Source Revenue Bonds were used to purchase land for industrial parks to attract new business and investment in the County. The Revenue Bonds are going to be paid for using the County's fee-in-lieu payments received.

Sales Tax Bond Payable

An optional one-percent sales tax was instituted in the County to pay for future capital projects. The Sales Tax was pledged to secure a bond issue to fund current capital project needs. Principal payments on this bond are due annually and interest is due semi-annually.

The County's bond rating was from Moody's Aa3.

NOTES TO FINANCIAL STATEMENTS
 NEWBERRY COUNTY, SOUTH CAROLINA
 Year Ended June 30, 2021

NOTE F - LONG-TERM DEBT – Continued

Lease Purchase Agreements

Lease Purchase 2013 was used to buy equipment for \$1,665,000. The annual interest rate is 2.64%. Annual payments of \$152,977 of principal and interest are due in December from 2021 – 2027. Current principal amount due is \$127,470.

Lease Purchase 2017 was used to buy equipment for \$500,000. The annual interest rate is 2.23%. Annual payments of \$104,517 of principal and interest are due in December 2021. Current principal amount due is \$102,237

Lease Purchase 2018 was used to buy equipment for \$710,000. The annual interest rate is 3.02%. Annual payments of \$150,760 of principal and interest are due in December from 2021 – 2023. Current principal amount due is \$141,992

Lease Purchase 2019 was used to buy equipment for \$965,000. The annual interest rate is 3.02%. Annual payments of \$150,760 of principal and interest are due in December from 2021 – 2024. Current principal amount due is \$189,286

Lease Purchase 2020 was used to buy equipment for \$878,500. The annual interest rate is 1.32%. Annual payments of \$180,517 of principal and interest are due in December from 2021 – 2024. Current principal amount due is \$171,292

Lease purchase payments are budgeted and paid through a GO Bond issued annually.

Outstanding lease purchase agreements are due as follows at June 30, 2021:

Year Ending June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 732,277	\$ 57,305	\$ 789,582
2023	643,152	44,649	687,801
2024	507,028	30,732	537,760
2025	316,000	21,039	337,069
2026	141,474	15,142	156,616
2027 – 2029	<u>297,128</u>	<u>23,206</u>	<u>320,334</u>
Totals	<u>\$ 2,637,059</u>	<u>\$ 192,103</u>	<u>\$ 2,829,162</u>

Accrued Vacation

At June 30, 2021, the liability for accrued vacation benefits recorded in the governmental activities was \$870,483. Due to the nature of the obligation for accrued vacation, annual requirements to amortize such obligations are not determinable and have not been presented.

NOTES TO FINANCIAL STATEMENTS
NEWBERRY COUNTY, SOUTH CAROLINA
Year Ended June 30, 2021

NOTE F - LONG-TERM DEBT – Continued

Other Political Subdivisions (Overlapping Debt)

Various governing bodies within Newberry County have issued bonds for educational and other programs. The full faith and taxing power of each individual district is pledged to secure the outstanding debt of the District and the Treasurer of Newberry County collects taxes levied on property of each district for the purpose of paying the debt as it matures. The bonds mature serially and are subject to early redemption in accordance with the terms and conditions of the bond agreements.

NOTE G - PENSION PLAN

Plan Description

The County of Newberry, South Carolina contributes to the South Carolina Retirement Systems and the Police Officers Retirement System, both of which are cost-sharing multiple-employer defined benefit pension plans administered by the South Carolina Retirement Systems; a Division of the State Budget and Control Board. Both the South Carolina Retirement System and Police Officers Retirement System offer retirement and disability benefits, cost of living adjustments on an ad-hoc basis, life insurance benefits and survivor benefits. The Plans' provisions are established under Title 9 of the SC Code of Laws. A Comprehensive Annual Financial Report containing financial statements and required supplementary information for the South Carolina Retirement System and Police Officers Retirement System is issued and publicly available by writing the South Carolina Retirement System, P. O. Box 11960, Columbia, S. C. 29211-1960.

Funding Policy

Both employees and employers are required to contribute to the Plans under authority of Title 9 of the SC Code of Laws. Employee required contributions to the Plans are as follows: SCRS – 9.00% of salary; PORS Class II – 9.75% of salary; PORS Class I - \$21 per month. In addition to the above rates participating employers of the South Carolina Retirement System contribute .15% of payroll to provide a group life insurance benefit for their participants. Participating employers under the Police Officers Retirement System also contribute .2% of payroll to provide a group life insurance benefit and .2% of payroll to provide an accidental death benefit for their participants. All employers contribute at the actuarially required contribution rates.

NEWBERRY COUNTY COUNCIL

MINUTES

October 19, 2022

The Newberry County Council met on Wednesday, October 5, 2022, at 6:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.

Notice of the meeting was duly advertised, as required by law.

PRESENT: Todd Johnson, Chair (District 1)
Les Hipp, Vice-Chair (District 5)
Mary Arrowood, Council Member (District 2)
Henry H. Livingston, III, Council Member (District 3)
Robert N. Shealy, Council Member (District 4)
Johnny Mack Scurry, Council Member (District 6)
Travis Reeder, Council Member (District 7)
Karen Brehmer, Deputy County Administrator
Debbie S. Cromer, Finance Director
Crystal Waldrop, Purchasing Director
Jacquelyn R. Lawrence, Clerk to Council
Joanie Winters, Interim County Attorney
Christopher Inglese, County Administrator

MEDIA: Dylan Francis, Newberry Observer

Mr. Johnson called the meeting to order and determined a quorum to be present.

Mr. Shealy had the invocation followed by the Pledge of Allegiance.

1. Public Appearances

Michelle Long, Executive Director Chamber of Commerce presented an update of what is currently happening with the Chamber. The logo has been changed to send a better message to the public. The Chamber is the community visitor center. Many programs and events are offered for local businesses, such as Business After Hours. They offer ribbon cuttings for new businesses and business relocations. Local businesses are also encouraged to attend the many different types of morning breakfast events to keep up to date with things going on in the community.

The Chamber is doing a fundraiser at the Newberry Country Club. The Farmer's and Art Market will continue for the next couple of weeks and then return April of 2023. The Chamber promotes the Ag and Art tour to moves throughout the state.

The Chamber likes to collaborate with others to help fill needs or voids for programs or events. Pork in the Park is one of those events that the Chamber works with the city. Christmas time is very popular at the Chamber which include Santa's Workshop and Storytime, NYP Holiday Party and the Christmas Tour of Homes.

Some of the co-sponsored events are Career Showcase, Jr. Leadership, Job Fairs.

Chamber specific programs are Leadership Newberry County, Newberry County Young Professionals. The programs do community work such as H.U.G.S Drive, Little Food Pantry.

The Chamber will be bringing Newberry on Board back in 2023. There will also be a Civic Engagement in spring of 2023.

Council thanked Mrs. Long for her hard work and the great presentation.

2. Adoption of the Consent Agenda

Mr. Shealy moved to adopt the Consent Agenda, seconded by Mr. Reeder. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

3. Additions, Deletions and Adoption of the Agenda

Mrs. Arrowood moved to adopt the agenda as written; seconded by Mr. Scurry. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

4. Ordinance No. 09-21-2022 An Ordinance authorizing the execution and delivery of a fee agreement by and between Newberry County, South Carolina, and Newberry PV1, LLC providing for a payment of a fee in lieu of taxes, providing special source of revenue credits, and authorizing an amendment to the master agreement governing the

Greenwood-Newberry Industrial Park to provide for the addition of property and other matters related thereto.

a. Public Hearing

Mr. Johnson declared the public hearing open. With no one appearing to speak, Mr. Hipp made a motion to declare the public hearing closed, seconded by Mr. Shealy. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.

5. Approval of test pump water tanks at the Public Safety Facility

Tommy Long asked for permission to have three tanks installed at the training facility. The cost of the tanks had been covered by a local business and the installation will be done by a contractor that is currently a volunteer with the County.

Mr. Johnson asked regarding the one cent sales tax, if it is to pass, will this installation have any effect on that project.

Mr. Long explained where everything will go and that there will be no effect on the proposed station.

Mr. Livingston asked about the impact of those buildings being used for storage.

Mr. Long stated that there should not be any negative impact from storage on the training facility.

Mr. Shealy made a motion to approve the installation of the tanks, seconded by Mrs. Arrowood. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

6. Acceptance of vendor for “Closed Landfill Monitoring and Testing”

Crystal Waldrop, Procurement Director, stated that staff has solicited statements of qualifications for the DHEC mandated testing and monitoring of the closed landfill. Five responses have been received. Each response was evaluated individually by the members of the committee. The highest ranked firm is from Rogers & Callcott. Staff is recommending that firm.

Mr. Johnson asked if there is a price comparison.

Mrs. Waldrop stated that not all submitted pricing because the request for qualifications does not require pricing to be submitted.

Mr. Livingston questioned the formulation of the rubric as some of the evaluation scores did not seem to add up.

Mrs. Waldrop responded with the scores were done on an individual basis as the committee did not meet as a whole and discuss each submission.

Mr. Hipp asked how a proper financial decision can be made without having a dollar amount from all five of the submissions.

Mr. Shealy asked if it is possible to get pricing from the others.

Council requests that the project be rebid with pricing to be included from the vendors that have already submitted.

Mr. Hipp made a motion to have the project rebid with pricing, seconded by Mr. Shealy. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

7. Appointments

Mr. Johnson made a motion to appoint Laverne Brock to the Newberry County Library Board, seconded by Mr. Livingston. With no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

8. Public Comments

No public comments.

9. Executive Session

Code Section §30-4-70 (a) of the Code of Laws of SC, as amended, 1976

- (1) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property - Pond Road. The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.*

Mr. Reeder moved to go into Executive Session to discuss the matters as set forth above; seconded by Mr. Hipp. There being no further discussion, Mr. Johnson called for the vote. The vote was unanimous.

EXECUTIVE SESSION

6:38 P.M. – 7:20 P.M.

Mr. Scurry moved to return to open session; seconded by Mr. Reeder. Mr. Johnson called for the vote. The vote was unanimous.

Mr. Johnson reported that no action was taken during Executive Session.

Mr. Hipp made a motion that the County surplus known as Pond Road, in accordance with the surplus procedure that it be put out for disposal, seconded by Mr. Shealy. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.

10. Comments/Request from County Administrator

No comments.

11. Comments/Request from Council Members

Mr. Johnson asked staff to explore the option of a confidence monitor for the back of the chambers. It could make it easier when presentations are being presented.

No other comments from other Council members.

12. Future Meetings

- a. Public Safety Committee - October 24, 2022, at 6 p.m.
- b. County Council - November 2, 2022, at 6 p.m.
- c. Delinquent Tax Sale - November 7, 2022, at 8:30 a.m.
- d. Council Retreat - November 14, 2022, at 8:30 a.m.
- e. County Council - November 16, 2022, at 6 p.m.

13. Adjournment

Mr. Shealy moved to adjourn the meeting, seconded by Mr. Hipp. Mr. Johnson called for the vote. Vote was unanimous. The meeting adjourned at 7:24 p.m.

Newberry County Council

Todd Johnson, Chairman

Jackie Lawrence, Clerk to Council

Minutes approved: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 09-21-2022

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND NEWBERRY PV1, LLC PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES, PROVIDING SPECIAL SOURCE REVENUE CREDITS, AND AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE GREENWOOD-NEWBERRY INDUSTRIAL PARK TO PROVIDE FOR THE ADDITION OF PROPERTY AND OTHER MATTERS RELATED THERETO.

WHEREAS, Newberry County, South Carolina (the “County”) acting by and through its County Council (the “County Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

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

WHEREAS, Section 1.01(a) of the Park Agreement establishes the procedure or enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Newberry PV1, LLC, a South Carolina limited liability company (the “Company”) has committed to investing in the establishment of a solar ~~engery~~energy facility through the acquisition of land, a building, and improvements thereon (the “Land and Building”); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately \$89,000,000 over five years (the “Project”), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, at the request of the Company, 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 County and Greenwood County, desires to enlarge the boundaries of the Park to include therein certain property, as described in greater detail on the attached **Exhibit A** located in Newberry County; and

WHEREAS, pursuant to an Inducement Resolution dated as of September 7, 2022 the County authorized the negotiation of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of ~~40~~ 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance special source revenue credits as further described therein; 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 County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. Based solely on information provided by the Company to the County, it is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said 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 upon 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.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, 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, upon 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. The enlargement of the boundaries of the Park, and the granting of an extended period of time for inclusion of the property as described in **Exhibit A** in the Park, is hereby authorized and approved.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary 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. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this ____ day of _____, 2022.

**NEWBERRY COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

I, the undersigned, Clerk to County Council of Newberry County, South Carolina (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Newberry County Council, South Carolina, as of this ____ day of _____, 2022.

Signature: _____
Name: _____
Title: Clerk to County Council

EXHIBIT A
DESCRIPTION OF NEWBERRY PV1, LLC PROPERTY

All of that property subject to the Deed to Real Estate from TCA International, Inc. to TCA Timberlands, Inc. dated March 4, 1998, and as more fully described below.

EXHIBIT A TO DEED OF
TCA INTERNATIONAL, INC.
TO
TCA TIMBERLANDS, INC.

PARCEL 1: All that piece, parcel or tract of land, with the improvements and fixtures thereon, situate, lying and being in Tax District No. 2, Newberry County, South Carolina, containing 800 acres, more or less, according to a plat of "Property of the Burton Heirs" by Walton B. Halfacre recorded in Plat Book "I", at pages 133-134, which is incorporated herein by reference. According to the plat the tract is bounded on the north by a road (now known as Highway 48, "Island Ford Road"); on the east by a tract of 564 acres according to the plat designated "M.B.R."; on the south by Little River; and on the west by Little River and property of Schumpert. This is a portion of property conveyed to the grantor by deed of Anna Louise Spigener recorded May 3, 1995 in the office of the Clerk of Court for Newberry County in Deed Book 414, at page 94. TMS 109-6

PARCEL 2: All that piece, parcel or tract of land, with all improvements and fixtures thereon, situate, lying and being in Tax District No. 2, Newberry County, South Carolina, containing 320.78 acres according to a survey and plat by Martyn Cavanaugh dated January 1972, recorded in the office of the Clerk of Court for Newberry County in Plat Book "AF", at page 161, on which it is designated as Section "B". According to the plat, which is incorporated herein by reference, the tract is bounded on the north by lands of J. Foster Senn and lands of U. S. Plywood-Champion Papers Inc.; on the east by Section "C" as shown on the plat; on the south by Little River; and on the west by undesignated property, the same being a tract of 800 acres as shown on plat of "Property of Burton Heirs" by Walton B. Halfacre from a survey in the winter of 1943 and 1944, recorded in Plat Book "I", at page 133 and 134; and on the northwest by S. C. Highway 48. This is the same property conveyed to the grantor by deed of The Taylor Foundation recorded February 27, 1997 in Deed Book 454, at page 110. TMS 110-2

PARCEL 3: All that piece, parcel or lot of land situate, lying and being in Newberry County, South Carolina, containing one (1) acre, more or less, being partially shown as .67 of an acre on a plat prepared by Thomas B. Abraham, September 19, 1984, said plat being recorded in the office of the Clerk of Court for Newberry County in Plat Book AF-2, at page 174, and being partially shown as .2572 of an acre on a plat prepared by Claude E. Johnson, February 6, 1981, said plat being recorded in the office of the clerk of Court for Newberry County in Plat Book AX, at page 92. This property was conveyed to

| [Parker Poe, 9.9.22](#)

FEE AGREEMENT

Between

NEWBERRY COUNTY, SOUTH CAROLINA

and

NEWBERRY PV1, LLC

Dated as of October __, 2022

| [Parker Poe, 9.9.22](#)

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 October _____, 2022 by and between NEWBERRY 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 Newberry County Council (the "County Council") as the governing body of the County, and NEWBERRY PV1, LLC, a ~~FL~~ South Carolina limited liability company (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 and based solely on information provided to the County by the Company, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against 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. 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 and the Company 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. The Commencement Date is expected to be December 31, 2024.

“Community Commitments” shall mean the matters described on Exhibit C hereto.

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

“Contract Minimum Investment Requirement” shall mean an investment of at least \$89,000,000 by the Company and any Sponsor Affiliates of Economic Development Property within the Investment Period.

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

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

“Decommissioning Obligations” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Real Property, and restoration of the Real Property to its original state.

“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(c) 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. The Investment Period is expected to end on December 31, 2027.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, 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 2022 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-29th~~ year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the ~~39th-29th~~ year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least ~~40-30~~ 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 ~~233.01367~~ mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2021, 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.~~

~~(e)~~ 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 ~~of South Carolina~~, is duly authorized to transact business in the State ~~of South Carolina~~, 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 Contract Minimum Investment Requirement.

~~(d) The Company will use commercially reasonable efforts to fulfill the Community Commitments on or before December 31, 2024.~~

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 Contract 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 ~~arms-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, ~~2021~~2022, which is ~~233.0-367.0~~ 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 equal \$216,050 during each year of the term of the Fee Agreement. 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.¹ 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 FILOT Payments shall not be in lieu of any statutorily authorized fee or charge imposed by the County to support its operations.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 74.5 MW of photovoltaic generation and will pay \$2900 per MW generated. If the power generation of the Project is either lesser or greater than 74.5 MW, the Net FILOT Payment shall be adjusted by the same proportion subject to the floor established in the last sentence of this paragraph. For example, and by way of example only, if the Project generates 81.95 MW of power, the Net FILOT Payment shall be increased by 10%. 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. In no event shall the Net FILOT Payment equal less than \$216,050 194,445 (90% of the expected 216,050).

(c) 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

¹ 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.

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 and shall be paid to the County within 90 days of the County’s submission of a written request therefore.

(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 required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 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 defined 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 reason for its incurrence. As used in this section, "Administration

Expenses” shall include the reasonable and necessary out-of-pocket 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 Company acknowledges that Administration Expenses incurred in connection with the execution and delivery of this Fee Agreement shall equal \$10,000 and shall be due and payable upon execution of this Fee Agreement.

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.

ARTICLE V

DEFAULT

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

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however,* that the Company shall be entitled to all redemption rights granted by applicable statutes; ~~or~~

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

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

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

(e) Failure by the Company to complete the Community Commitments by December 31, 2024;

(f) Failure by the Company to execute and deliver this Agreement to the County by November 1, 2022;

(g) The Cessation of operations at the Project. "Cessation of operations" shall mean (a) a publicly announced closure of the Project by the Company, (b) total suspension of energy production at the Project for a period of 180 days or more, or (c) reduction of energy production at the facility to less than 30 MW of photovoltaic generation for a period of 90 days or more; or

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

Section 5.2 Remedies on Default.

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

(i) terminate the Fee Agreement, upon ~~60~~-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 collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

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

(i) bring an action for specific enforcement;

- (ii) terminate the Fee Agreement, upon 30 days' notice to County;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) 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.

ARTICLE VI

MISCELLANEOUS

~~Section 6.1 — 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.~~

~~Section 6.2~~ 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:

Newberry PV1, LLC
600 Park Offices, 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:

Newberry County, South Carolina
Attn: County Administrator
1309 College Street
P.O. Box 156
Newberry, SC 29108

WITH COPIES TO:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100
Columbia, SC 29201

Section 6.3Section 6.2Binding 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 6.4Section 6.3Counterparts. 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 6.5Section 6.4Governing 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 of South Carolina.

Section 6.6Section 6.5Headings. 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 6.7Section 6.6Amendments. 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 6.8Section 6.7Further 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 6.9Section 6.8Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms 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 strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source 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 6.10~~Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

~~Section 6.11~~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 6.12~~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 6.13~~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 6.14~~ 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 6.15~~ 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 Decommissioning the Project. The Company shall perform all Decommissioning Obligations under this Agreement. In order to ensure performance of the Company's Decommissioning Obligations, the Company shall provide the County with the performance guarantee required for conditional permitting of solar farms under Section 153.124(I)(3) of the County Zoning Code. The parties agree, and expressly intend, that provision of the performance guarantee for conditional permitting pursuant to Section 153.124 of the County Zoning Code satisfies Company's financial guarantee of the Company's Decommissioning Obligations under this Section 4.15.

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 costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the

Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

~~(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement. Section 7.2 Section 8.4. No Liability of County Personnel.~~ All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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Section 7.3 Survival. The obligations of the Company pursuant to Sections 7.1 and 7.2 of this Agreement shall survive termination of this Agreement.

(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.

**NEWBERRY COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

NEWBERRY PV1, LLC

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All of that property subject to the Deed to Real Estate from TCA International, Inc. to TCA Timberlands, Inc. dated March 4, 1998, and as more fully described below.

EXHIBIT A TO DEED OF
TCA INTERNATIONAL, INC.
TO
TCA TIMBERLANDS, INC.

PARCEL 1: All that piece, parcel or tract of land, with the improvements and fixtures thereon, situate, lying and being in Tax District No. 2, Newberry County, South Carolina, containing 800 acres, more or less, according to a plat of "Property of the Burton Heirs" by Walton B. Halfacre recorded in Plat Book "I", at pages 133-134, which is incorporated herein by reference. According to the plat the tract is bounded on the north by a road (now known as Highway 48, "Island Ford Road"); on the east by a tract of 564 acres according to the plat designated "M.B.R."; on the south by Little River; and on the west by Little River and property of Schumpert. This is a portion of property conveyed to the grantor by deed of Anna Louise Spigener recorded May 3, 1995 in the office of the Clerk of Court for Newberry County in Deed Book 414, at page 94. TMS 109-6

PARCEL 2: All that piece, parcel or tract of land, with all improvements and fixtures thereon, situate, lying and being in Tax District No. 2, Newberry County, South Carolina, containing 320.78 acres according to a survey and plat by Martyn Cavanaugh dated January 1972, recorded in the office of the Clerk of Court for Newberry County in Plat Book "AF", at page 161, on which it is designated as Section "B". According to the plat, which is incorporated herein by reference, the tract is bounded on the north by lands of J. Foeter Senn and lands of U. S. Plywood-Champion Papers Inc.; on the east by Section "C" as shown on the plat; on the south by Little River; and on the west by undesignated property, the same being a tract of 800 acres as shown on plat of "Property of Burton Heirs" by Walton B. Halfacre from a survey in the winter of 1943 and 1944, recorded in Plat Book "I", at page 133 and 134; and on the northwest by S. C. Highway 48. This is the same property conveyed to the grantor by deed of The Tayler Foundation recorded February 27, 1997 in Deed Book 454, at page 110. TMS 110-2

PARCEL 3: All that piece, parcel or lot of land situate, lying and being in Newberry County, South Carolina, containing one (1) acre, more or less, being partially shown as .67 of an acre on a plat prepared by Thomas B. Abraham, September 19, 1984, said plat being recorded in the office of the Clerk of Court for Newberry County in Plat Book AF-2, at page 174, and being partially shown as .2572 of an acre on a plat prepared by Claude E. Johnson, February 6, 1981, said plat being recorded in the office of the clerk of Court for Newberry County in Plat Book AX, at page 92. This property was conveyed to

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TO
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EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective _____, 2022 (“Fee Agreement”), between Newberry County, South Carolina (the “County”) and Newberry 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 except the following: _____; (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 of South Carolina, without regard to principles of choice of law.

4. Notice.

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

[_____]

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

Date

Name of Sponsor Affiliate

Signature: _____
Name: _____
Title: _____
Address: _____

COMPANY:

Signature: _____
Name: _____
Title: _____

EXHIBIT C
COMMUNITY COMMITMENTS

In consideration of the incentives provided by the County pursuant to this Agreement, the Company shall abide by the following restrictions and complete the following projects:

1. Establish a 100 foot vegetative buffer along the road frontage of the Project, the details of which shall be set forth in plan to be approved by the County.

2. Install a fully functioning solar panel roof and accompanying equipment to provide operational electricity to the County Fire Station Building located at [address for Hwy 39 fire station].

3. Install a fully functioning solar panel roof and accompanying equipment to provide operational electricity to the County Fire Station Building located at [address for the Silver Street fire station on Hwy 34].

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 09-22-2022

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE FOR THE FISCAL YEAR 22-23, ORDINANCE NUMBER 4-7-22, TO PROVIDE FOR AN AMENDMENT TO THE COPYING FEES

WHEREAS, Newberry County Council adopted Ordinance 04-7-21 (the “Budget Ordinance”), establishing the budget for the fiscal year 2022-2023; and

WHEREAS, Newberry County Council wishes to revise fee schedule adopted as part of the fiscal year 2022-2023, in order to reduce the fees charged for black and white copies from .50 to .35 per page; and

WHEREAS, the purpose of this Budget Amendment Ordinance is to establish that Newberry County Council has approved those revisions contained herein.

Fees Charged by County Departments

Basic cost for copies Countywide \$.5035 per page.

CLERK OF COURT

Copies \$.5035 per page

PROBATE JUDGE

Copies \$.5035 per page

TAX ASSESSOR

Copies \$.5035 per page

B/W 8 ½ x 11 Property Cards \$.5035 per page

AND IT IS SO ORDAINED by Newberry County Council this _____ day of _____ 2022, in meeting duly assembled at Newberry, South Carolina.

NEWBERRY COUNTY COUNCIL

(SEAL)

By: _____

Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

First Reading: 09-21-2022

Second Reading: 10-05-2022

Public Hearing: 11-02-2022

Third Reading: 11-02-2022

Reviewed and approved as to form:

Christopher S. Inglese, County Administrator

Joanie Winters, Interim County Attorney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF NEWBERRY)

ORDINANCE NO. 09-23-2022

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE FOR THE FISCAL YEAR 22-23, ORDINANCE NUMBER 04-07-22, TO REVISE THE FEES COLLECTED BY THE BUILDING DEPARTMENT

WHEREAS, Newberry County Council adopted Ordinance 04-07-22 (the “Budget Ordinance”), establishing the budget for the fiscal year 2022-2023; and

WHEREAS, Newberry County Council wishes to revise the fee scheduled for the Building Department for the fiscal year 2022-2023; and

WHEREAS, the purpose of this Budget Amendment Ordinance is to establish that Newberry County Council has approved those revisions contained herein.

**Fees and Fines
 Newberry County
 FY 2022-2023**

Building Department

\$1,000 or less	\$50.00
\$1,001 to \$5,000	\$50.00 for the first \$1,000, plus \$10.00 for each additional \$1,000 or fraction thereof
\$5,001 to \$50,000	\$50.00 for the first \$5,000, plus \$10.00 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	\$270.00 for the first \$50,000, plus \$5.00 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	\$470.00 for the first \$100,000, plus \$5.00 for each additional \$1,000 or fraction thereof
\$500,001 and up	\$1,670.00 for the first \$500,000, plus \$5.00 for each additional \$1,000 or fraction thereof

Building permit fees are based on building valuation data as published by the ICC (International Code Council) and will be calculated by staff at the time of permit issuance. As an alternative, applicants may submit a fully executed contract for construction that determines an alternative building valuation based on the contracted cost of construction. For the purposes of calculating building valuation, the ICC valuation shall be applied to the heated space of a proposed building and one-half (1/2) of the ICC valuation shall be applied to unheated space of a proposed building.

Re-inspection Fee	\$75.00 for first re-inspection; doubles each inspection thereafter
Plan Review Fee	½ the cost of the permit fee for non-residential projects ¼ the cost of the permit fee for residential projects

MANUFACTURED HOME FEES

Single Wide Manufactured Home Fee	\$ 100.00
Double Wide Manufactured Home Fee	\$ 200.00
Manufactured Home Moving Fee	\$ 100.00
Manufactured Home Decal	\$ 5.00

FLOOD MANAGEMENT

Flood Permit Fee	\$75.00
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PLANNING AND ZONING

New Sign	\$ 200.00
Re-facing Fee	\$ 75.00
Tower Permit Fee	\$ 500.00
Co-Location Tower Permit Fee	\$ 200.00
Zoning Permit Fee	\$ 75.00
Demo Fee	\$ 50.00
Re-inspection Fee	\$ 75.00
Zoning Map Amendment/ Rezoning Request	\$ 200.00 per acre 1 st acre, \$200.00for 2 nd acre \$ 25 per acre thereafter

Manufactured Home Park/ Application Fee	\$ 200.00 plus \$20 per lot
Variance Request	\$ 150.00
Notice of Appeal	\$ 200.00
Special Exception Request	\$ 200.00

LAND DEVELOPMENT (Subdivision)

Application Fee	\$100.00 plus \$20.00/lot or dwelling unit up to 4
Traditional Subdivision	\$ 5.00 per lot above 4 lots
Residential Group Developments:	\$300.00 plus \$20.00/lot for more than 4 units or lots

Traditional Subdivision and Residential Group Developments:
 1-5 Lots/Units \$100 application fee plus \$20 per lot/unit
 More than 5 Lots/Units \$300.00 application fee plus \$20 per lot/unit

Plat Revisions	\$ 25.00
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Commercial or Industrial Group Developments:
 \$500 application fees plus \$0.01 per sq. ft of building space

Gross Square footage
1-5 buildings \$ 25.00 per building
Above 5 buildings \$ 125.00 plus \$10.00 per building above 5

AND IT IS SO ORDAINED by Newberry County Council this ____ day of _____ 2022, in meeting duly assembled at Newberry, South Carolina. This Ordinance shall be applied retroactively with a beginning date of July 1, 2022.

NEWBERRY COUNTY COUNCIL

(SEAL)

By: _____
Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

Reviewed and approved as to form:

First Reading: 09-21-2022
Second Reading: 10-05-2022
Public Hearing: 11-02-2022
Third Reading: 11-02-2022

Joanie Elizabeth Winters, Interim County Attorney

**Newberry County
Administration**

1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Planning & Zoning Text Amendment – Solar Farms

Prepared By: Katie Werts **Title:** Zoning Administrator

Department/Division: Planning & Zoning **Date Prepared:** 11/19/2022

Legal Review: _____ **Date:** Click or tap to enter a date.

Finance Review: _____ **Date:** Click or tap to enter a date.

Administrator Review: Christopher Inglese _____ **Date:** 11/19/2022

Requested meeting: Committee County Council **Meeting Date:** Wednesday, November 2, 2022

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget? Yes No

If NO, is a budget amendment necessary? Yes No

STAFF’S RECOMMENDED ACTION:

Staff is recommending a text amendment for solar farms to be a special exception in the R2-Rural zoning district. Currently solar farms are permitted in the Industrial zoning district. Typically, solar farms are located on large acre tracts which would be found in the R2 – Rural zoning districts. As the zoning ordinance stands now the property would have to be rezoned too Industrial. Once rezoned to Industrial not only are solar farms permitted, but any other permitted use that falls into the industrial classification. Staff feels if we permit solar farms as a special exception in the R2-Rural zoning district we will be able to protect those areas in the future and if a solar farm backs out, the property still has the potential to be used for residential or any other R2-Rural permitted use verse a potential industrial site in the middle of a rural area.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

SUMMARY DISCUSSION:

Staff and Planning Commission both recommend to County Council the approval of the text amendment for solar farms to be a special exception in the R2-Rual zoning district.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

Text amendment

STATE OF SOUTH CAROLINA)

) **ORDINANCE NO. 11-25-2022**

COUNTY OF NEWBERRY)

ZONING DISTRICT REGULATIONS

§ 153.073 ZONING DISTRICT TABLE OF PERMITTED USES.

(D) *Zoning district table of permitted uses.*

ZONING DISTRICT TABLE OF PERMITTED USES										
Description of Use	2017 NAICS	R2	RS	RSV	RSM	RG	LC	GC	IND	C/SE Reference
UTILITIES AND INFRASTRUCTURE										
Solar Farm	221114	SE	-	-	-	-	-	-	C	§ <u>153.124</u> § <u>153.156</u>

SPECIAL EXCEPTION REGULATIONS

§ 153.156 SOLAR FARM.

New solar farms or solar farms proposed to be expanded by more than 10% of original footprint shall meet the following requirements where conditionally permitted.

(A) *Site plan required.* A site plan drawn to scale shall be submitted to the Zoning Administrator by the applicant demonstrating compliance with the Solar Farm and all other applicable sections of this zoning ordinance. At a minimum, the plan must include:

- (1) Name of the project, names and addresses of the owner(s), engineers, and surveyors.
- (2) Date, scale, and accurate north arrow.
- (3) Property boundaries, including dimensions and size.
- (4) Required setbacks and buffers.
- (5) Location of all proposed facilities, including solar collectors and proposed structures
- (6) Horizontal and vertical (elevation) to-scale drawings with dimensions that show the location of the solar collectors and system.
- (7) Any existing or proposed signs, fencing, lighting, parking areas, driveways, easements, fencing, gates, vegetative screening, and applicable landscaping.

(8) Adjacent property lines, noting properties that include existing residential uses or residentially zoned properties and other adjacent land uses.

(9) Adjacent roads and road rights-of-way.

(10) **Planting Plan shall demonstrate that sufficient plantings will be installed so as to screen the solar panels from view from any adjacent right of way.**

(B) *Setback.* A minimum setback of 125 feet is required from all road rights-of-way and all adjacent property lines.

(C) *Buffer.* A buffer of at least 100 feet shall be required from all road rights-of-way and all adjacent property lines, per the requirements of § [153.182](#) - Buffers.

(D) *Screening.* Screening per the requirements of § [153.183](#) - Screening shall be provided for any adjacent property with an existing residential use or adjacent residentially zoned property line.

(E) *Height.* Systems, equipment, and structures shall not exceed 20 feet in height, with the exclusion of associated electric transmission lines and utility poles.

(F) *Fencing.* A security fence at least six feet in height shall be provided around the perimeter of the solar farm facility and shall meet the requirements of § [153.033](#) - Fences and walls, however the security fence may be chain link for this use.

(G) *Preservation of existing vegetation.* Where possible, existing vegetation shall be protected and preserved in the required buffer and setback areas to provide natural screening for the use. If screening is required, existing vegetation may be used to meet screening requirements as provided in § [153.183](#)(C)(2) - Natural Areas. Such preservation does not include areas designated for roads, driveways, or required parking areas.

(H) *Glare.* Solar collection equipment shall be installed so that no reflected glare is visible at the property line or right-of-way as required by § [153.034](#) - Light and Glare.

(I) *Decommissioning plan.* The applicant must provide a decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) that describes the anticipated life of the solar farm, the estimated decommissioning costs in current dollars, the method for ensuring that funds will be available for decommissioning and restoration, and the anticipated manner in which the solar farm project will be decommissioned and the site restored to its condition prior to the development of the solar farm.

(1) Decommissioning will be required following a continuous 6 month period in which no electricity is generated by the facility.

(2) The permit holder will have 12 months to complete decommissioning of the solar farm. Decommissioning shall include removal of solar panels, foundations, structures, cabling, electrical components, conduit, and any other associated facilities as described in the decommissioning plan.

(3) Prior to issuance of zoning permit, and annually thereafter, the applicant must provide the county with a performance guarantee in the form of an irrevocable letter of credit in the amount of 125% of the estimated decommission cost minus the salvageable value or \$50,000, whichever is greater. Estimates shall be determined by an engineer licensed to practice in South Carolina.

(J) Site design shall ensure safe, predictable vehicular access and movement onto and off of the site and shall accommodate safe access to the property by emergency vehicles.

(K) Site design shall ensure safe, predictable vehicular access and movement onto and off of the site.

(L) Additional conditions may be imposed to ensure that the use will not create a safety, health, or traffic hazard.

(M) The use will not substantially injure the value of adjoining properties.

This Ordinance is effective upon third reading.

AND IT IS SO ORDAINED by Newberry County Council this ___ day of _____, 2022, in meeting duly assembled at Newberry, South Carolina.

NEWBERRY COUNTY COUNCIL

(SEAL)

By: _____

Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

Reviewed and approved as to form:

First Reading: November 2, 2022

Second Reading: _____

Christopher Inglese, County Administrator

Third Reading: _____

Joanie Winters, Interim County Attorney

**Newberry County
Administration**

1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Updated Virtual Meeting Ordinance for Joint Planning Commission and Board of Zoning Appeals.

Prepared By: Katie Werts

Title: Zoning Administrator

Department/Division: Planning & Zoning

Date Prepared: 10/19/2022

Legal Review: Joanie Winters _____

Date: 10/19/2022

Finance Review: _____

Date: Click or tap to enter a date.

Administrator Review: Christopher Inglese _____

Date: 10/19/2022

Requested meeting: Committee County Council

Meeting Date: Wednesday, November 2, 2022

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?

Yes

No

If NO, is a budget amendment necessary?

Yes

No

STAFF'S RECOMMENDED ACTION:

Staffing is recommending approval for an updated virtual meeting ordinance for the Joint Planning Commission and Board of Zoning Appeals. The updated ordinance would require members attending virtually to:

- State their name and reason why participating virtually
- Must be seen and able to communicate during the entire meeting to be counted present and earn their monthly stipend.
- Will be limited to two virtual meetings per year.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

Updated Ordinance

Attendance Spreadsheet

Feb-21 Mar-21 Jun-21 Jul-21 Aug-21 Sep-21 Oct-21 21-Nov Dec-21 Feb-22 Mar-22 Apr-22 May-22 Jun-22 Sep-22 Oct-22

Member	Feb-21	Mar-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	21-Nov	Dec-21	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Sep-22	Oct-22
District 1 - Christina Henricks	V	V	V	V	V	V	V	V	V	V	V	A	A			
District 1 - Tomekia Means														P	P	P
District 2 - Daniel Boland	P	P	P	P	P	P	P	P	A	P	P	P	P	P	A	P
District 3 - Mike Meetze	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
District 4 - James Freeman Jr.	A	A	A	A	A	A	A									
District 4 - Johnny Wicker								P	P	A	A	P	P	P	P	P
District 5 - Victor Terrana	P	P	P	P	P	P	P	P	P	P	P	A	P	A	P	P
District 6 - Ann Ward	A	A	P	P	P	A	A	A	P	A	A	P	A	P	A	A
District 7 - David Abrams	P	P	A	P	P	P	P	P	P	P	P	P	P	V	P	P
Town of Little Mountain - Betsey Ruff	A	P	V	V	A	V	V	V	A	V	A	V	V	V	A	P
Town of Pomaria - Stephanie Wimberly	V	A	P	A	V	V	V	A	V	V	V	A	V	V	A	A
Town of Prosperity - Bennett Garner	P	A	P	A	P	P	P	A	P	A	P	A	P	P	A	A

V = Attended Virtually
P = Present
A = Absent

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 11-26-2022

AN ORDINANCE PERMITTING THE NEWBERRY COUNTY JOINT PLANNING COMMISSION AND THE NEWBERRY COUNTY BOARD OF ZONING APPEALS TO CONDUCT VIRTUAL/ELECTRONIC MEETINGS PERMANENTLY AND ESTABLISHING CERTAIN ATTENDANCE REQUIREMENTS

WHEREAS, County Council, through the passage of an emergency ordinance, has allowed for virtual/electronic meetings as a means of assuring that the work of the Newberry County Joint Planning Commission (“JPC”) and the Newberry County Board of Zoning Appeals (“BZA”) will continue during the COVID-19 pandemic; and

WHEREAS, County Council now wishes to permanently authorize the ability of the JPC and BZA to hold meetings through virtual/electronic means.

NOW, THEREFORE, BE IT ORDAINED BY NEWBERRY COUNTY COUNCIL, IN MEETING DULY ASSEMBLED, THAT:

The JPC and BZA shall adhere to and follow the procedures listed herein whenever they hold a virtual/electronic meeting.

PRIOR TO MEETING

- A. Those members of the JPC or BZA may attend by virtual/electronic means, provided they can be seen and heard throughout the meeting and must be able to hear any and all comments made by the public, staff, and other members of the Commission or Board.
- B. All public participants and attendees, staff and other members of the Commission or Board shall be able to hear the comments, motions, and votes of all the members of the Commission or Board attending such meeting by virtual/electronic means, as well as those of any officials or staff required to speak at such meeting.
- C. Other than establishing electronic connections, there shall be no communications among the members of the Commission or Board attending virtually/electronically, unless such communication is part of the meeting and can be heard by all public participants and attendees.
- D. The comments, motions, and votes of the members of the Commission or Board attending virtually/electronically shall be recorded in the minutes of the meeting, and the meeting itself shall be recorded in the same manner as would a physical meeting of the body.
- E. Any member that will be unable to attend a meeting in person who wishes to attend virtually shall give advance notice to either the Chairman or the County Zoning Administrator stating the reasons they are unable to attend in person. Once they are appearing virtually in the meeting, they shall also preface any action by stating for the public record the reason they are unable to attend in person.

MEETING PROTOCOLS

- A. Commission or Board members who are attending virtually/electronically shall remain visible and able to communicate throughout the meeting in order to be compensated for attendance at the meeting. Any member having internet or other issues that would prevent visibility or communication during a meeting will need to contact the Chair to alert the remaining members and to go on record that the member is no longer attending the meeting.
- B. Immediately after calling the meeting to order, the presiding officer shall poll the members of the Commission or Board to confirm attendance.
- C. Any vote of the Commission or Board must be conducted by individual vote of the members of the Commission or Board, who shall verbally indicate their vote on any matter by stating “yea” or “nay” or signify by raising their hand at the appropriate time. All individual votes shall be recorded by the clerk or presiding officer, as appropriate.
- D. All members of the Commission or Board, officials, staff, and presenters should identify themselves and be recognized prior to speaking.
- E. Members of the Commission or Board shall strictly comply with the ordinary procedural rules, standards of decorum and good practices applicable to physical meetings of the Commission or Board, particularly as such rules and standards apply to being recognized by the presiding office, to preserve order and allow for the effectiveness of virtual/electronic meetings.
- F. Members of the Commission or Board will be limited to two (2) virtual/electronic meetings per calendar year. Exceptions to this limitation must be approved by the County Administrator.
- G. With respect to any virtual/electronic meeting, members of the public may submit written public comments which shall be distributed to the members of the Commission or Board.

QUORUM

Any member attending a meeting of the JPC or BZA by virtual/electronic means, whether physically present or not, shall be counted as present in determining the quorum for such meeting.

This Ordinance is effective upon third reading.

AND IT IS SO ORDAINED by Newberry County Council this ___ day of _____, 2022 in meeting duly assembled at Newberry, South Carolina.

NEWBERRY COUNTY COUNCIL

(SEAL)

By: _____
Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

1st reading: November 2, 2022

2nd reading: _____

3rd reading: _____

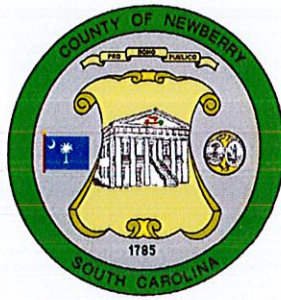
Reviewed and approved as to form.

Christopher Inglese, County Administrator

Joanie Winters, Interim County Attorney

**Newberry County
Administration**

1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Resolution for BZA & JPC Monthly Stipend

Prepared By: Katie Werts

Title: Zoning Administrator

Department/Division: Planning & Zoning

Date Prepared: 10/19/2022

Legal Review: Joanie Winters

Date: 10/19/2022

Finance Review: _____

Date: Click or tap to enter a date.

Administrator Review: Christopher Inglese

Date: 10/19/2022

Requested meeting: Committee County Council

Meeting Date: Wednesday, November 2, 2022

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?

Yes

No

If NO, is a budget amendment necessary?

Yes

No

STAFF'S RECOMMENDED ACTION:

Staff recommends the approval of a Resolution for the monthly stipend for the Board of Zoning & Appeals and the Joint Planning Commission. Currently all members who attend monthly meetings are being paid \$60 for all meetings they attend. Staff has recommended a Resolution that would require all members to obtain their continuing education hours prior to receiving their monthly stipend checks. Board members will be back paid for meetings attended prior to earning their continuing education hours.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

Resolution

2022 continuing education spreadsheet

Training Log

Training Log 2005				
Employee	Apt/Emp Date	CEH	OH	Date of Attn.
Teresa Powers	7/1/2004		3 & 3	10/04/2005 & 8/23/2005
Anne Peters	6/30/2003		3 & 3	5/12/2005 & 8/23/2005
Bridgett Fain	1/19/2005		3 & 3	5/12/2005 & 8/23/2005
JPC				
Chairman Robert Martin	6/1/2002		3 & 3	6/16/2005 & 8/23/2005
Vice-Chairman Wayne Boland	1/1/2001		3 & 3	6/15/2005 & 8/23/2005
H.J. Smith	1/1/2001		3 & 3	5/12/2005 & 10/19/2005
Jimmy Glymph	6/30/2002		3 & 3	5/12/2005 & 8/23/2005
Howard Meetze	1/1/2001		3 & 3	5/12/2005 & 8/23/2005
Benji Vinson	7/1/2003		3 & 3	10/04/2005 & 1/10/2006
Douglas Bozard	9/26/2005		3 & 3	10/04/2005 & 10/19/2005
Terry Fellers	7/1/2004		3 & 3	6/16/2005 & 10/19/2005
Evans Toland	12/1/2003		3 & 3	1/13/2006 & 8/23/2005
Dwight McDuffie	1/1/2001		3 & 3	10/04/2005 & 10/19/2005
William Derrick	5/1/2002		3 & 3	6/16/2005 & 10/19/2005
Nura Ray Matthews	5/1/2002			
Steven McKean	11/7/2002		3 & off	6/16/2005 & off
Allen Wicker	5/1/2002			
Chad Hawkins	5/1/2002		3 & 3	5/12/2005 & 1/10/2006
Charles Setzler	3/1/2004		3 & 3	10/04/2005 & 10/19/2005
BZA				
Chairman Gordon Johnson	1/1/2002		3 & 3	10/04/2005 & 8/23/2005
Vice-Chairman Michael Bedenbaugh	1/1/2002		3 & 3	6/16/2005 & 10/19/2005
Martha Waller	1/1/2002		3 & 3	5/12/2005 & 8/23/2005
Charles Senn	1/1/2002		3 & 3	5/12/2005 & 8/23/2005
Lee Bedenbaugh	1/1/2003		3 & 3	5/12/2005 & 8/23/2005
Clarence Chick	1/1/2002		3 & 3	5/12/2005 & 8/23/2005
Jesse Baker	1/1/2002		3 & 3	5/12/2005 & 8/23/2005

* OH - Orientation Program Hours

* CEH - Continueneg Education Credited Hours

Training Log

Training Log 2006				
Employee	Apt/Emp Date	CEH	OH	Date of Attn.
Teresa Powers	7/1/2004	3		8/1/2006
Anne Peters	6/30/2003	3		5/18/2006
Bridgett Fain	1/19/2005	3		5/18/2006
Peter Rubano	8/21/2006	N/A	& 3	& 10/24/2006
JPC				
Chairman Robert Martin	6/1/2002			
Vice-Chairman Wayne Boland	1/1/2001	3		8/1/2006
H.J. Smith	1/1/2001			
Jimmy Glymph	6/30/2002	3		11/6/2006
Howard Meetze	1/1/2001	3		11/6/2006
Benji Vinson	7/1/2003			
Tray Duncan	5/30/2006	N/A		
Douglas Bozard	9/26/2005	N/A		
Terry Fellers	7/1/2004	3		11/6/2006
Evans Toland	12/1/2003			
Dwight McDuffie	1/1/2001	3		11/6/2006
William Derrick	5/1/2002	3		11/6/2006
D.H. Jeff Jefcoat	9/1/2005	N/A	3 & 3	7/25/06 & Colo
Johnny Mack Scurry	1/5/2006	N/A	& 3	& 10/24/06
Charles Setzler	3/1/2004	3		8/1/2006
BZA				
Chairman Michael Bedenbaugh	1/1/2002	3		8/1/2006
Vice-Chairman Martha Waller	1/1/2002	3		8/1/2006
Les Hipp	1/5/2006	off	3 & 3	7/25/06 & 10/24/06
Charles Senn	1/1/2002	3		5/18/2006
Lee Bedenbaugh	1/1/2003	3		11/6/2006
Clarence Chick	1/1/2002	3		5/18/2006
Jesse Baker	1/1/2002	3		5/18/2006

* OH - Orientation Program Hours

* CEH - Continuening education Credited Hours

Training Log

Training Log 2007				
Employee	Apt/Emp Date	CEH	OH	Date of Attn.
Teresa Powers	7/1/2004	3		5/15/2007
Anne Peters	6/30/2003	3		1/30/2007
Bridgett Fain	1/19/2005	3		5/15/2007
JPC				
Chairman Wayne Boland	1/1/2001	3		5/15/2007
Chris Cromer	1/1/2007	n/a		
David Abrams	4/4/2007	n/a		
Benji Vinson	7/1/2003	n/a		
Mike Meetze	5/24/2007	n/a		
Vice-Chairman Douglas Bozard	9/26/2005	3		12/12/2007
Terry Fellers	7/1/2004	3		5/15/2007
Evans Toland	12/1/2003	3		12/11/2007
Dwight McDuffie	1/1/2001	3		5/15/2007
William Derrick	5/1/2002	3		10/9/2007
D.H. Jeff Jefcoat	9/1/2005	3		1/30/2007
Johnny Mack Scurry	1/5/2006	3		5/15/2007
Charles Setzler	3/1/2004	R		
BZA				
Chairman Michael Bedenbaugh	1/1/2002	3		12/12/2007
Vice-Chairman Martha Waller	1/1/2002	3		1/30/2007
John Epting	3/27/2007	n/a		
Charles Senn	1/1/2002	3		1/30/2007
Lee Bedenbaugh	1/1/2003	3		10/9/2007
Clarence Chick	1/1/2002	3		1/30/2007
Jesse Baker	1/1/2002	3		10/9/2007

* OH - Orientation Program Hours

* CEH - Continuening education Credited Hours

Training Log 2022			
Board Members	CEH	OH	Date of Attn.
JPC			
Mike Meetze		3	4/13/2022
Tomekia Means	New 2022		
Victor Terrana		3	4/27/2022
Betsey Ruff			
David Abrams		3	4/13/2022
Ann Ward			
Johnny Wicker		3	4/13/2022
Daniel Boland		3	4/13/2022
Bennett Garner		3	4/13/2022
Stephanie Wimberly			
BZA			
Wayne Boland		3	4/13/2022
A. Kay Coleman		3	4/27/2022
Doug Hipp		3	4/27/2022
Ty Ransdell		3	4/27/2022
Patrick Wilkes		3	4/13/2022
Hugh Lister		3	4/27/2022
Patrick Meetze		3	4/27/2022

RESOLUTION: 12-22

STATE OF SOUTH CAROLINA)
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COUNTY OF NEWBERRY)

**TO PROVIDE FOR A MONTHLY
STIPEND FOR BOARD OF ZONING APPEALS
AND JOINT PLANNING COMMISSION
AND REQUIREMENTS THEREOF**

WHEREAS, pursuant to S.C. Code §4-9-30(6) and §6-29-320, Newberry County Council has the authority to create a county planning board, and other boards and commissions necessary and proper to provide services of local concern for public purposes; and

WHEREAS, the Newberry County Council further has the authority to prescribe the functions thereof and to regulate, modify, merge or abolish any such boards and commissions; and

WHEREAS, pursuant to the Newberry County Code of Ordinances §33.04(G), Newberry County Council may establish a uniform per diem fee for the members of the boards and commissions of Newberry County; and

WHEREAS, by unanimous vote of the Newberry County Council at a previous duly called meeting, the County Council did determine that a reasonable per diem for the Board of Zoning Appeals and the Joint Planning Commission would be sixty-five dollars and no cents (\$65.00); and

WHEREAS, such payment shall be contingent upon the board or commission member obtaining their requisite annual continuing education hours, and once obtained, the board or commission member shall be paid their stipend on a monthly basis but shall be reimbursed for previous meetings that were unpaid, if any, while awaiting continuing education completion for each year required.

NOW, THEREFORE BE IT RESOLVED THAT NEWBERRY COUNTY COUNCIL BY PASSAGE OF THIS RESOLUTION DOES HEREBY AUTHORIZE THE PAYMENT OF A \$65.00 MONTHLY STIPEND TO THE BOARD OF ZONING APPEALS AND JOINT PLANNING COMMISSION MEMBERS CONTINGENT UPON THEIR OBTAINING ANNUAL CONTINUING EDUCATION CREDITS FOR EACH YEAR REQUIRED. STIPEND SHALL BE PAID AS STATED IN THE RESOLUTION.

AND BE IT FURTHER RESOLVED, that this Resolution shall be published in the official minutes of the Newberry County Council.

AND IT IS SO RESOLVED this 2nd day of November 2022.

NEWBERRY COUNTY COUNCIL

(SEAL)

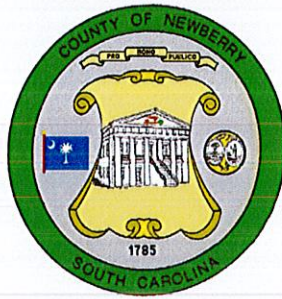
BY: _____
Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

**Newberry County
Administration**

1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Resolution to adopt and allocate funds for an outdoor fitness court® as part of the 2023 National Fitness Campaign

Prepared By: Jessie Long

Title: Director, Parks & Recreation

Department/Division: Parks & Recreation

Date Prepared: 10/13/2022

Legal Review: _____

Date: Click or tap to enter a date.

Finance Review: _____

Date: Click or tap to enter a date.

Administrator Review: _____

Date: Click or tap to enter a date.

Requested meeting: Committee County Council

Meeting Date: Wednesday, November 2, 2022

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?

Yes No

If NO, is a budget amendment necessary?

Yes No

STAFF’S RECOMMENDED ACTION: Approval of resolution to adopt and allocate funds for an outdoor fitness court® as part of the 2023 National Fitness Campaign

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER: A match of \$30,000 will need to be allocated in the 2023-2024 budget and an additional \$100,000 will need to be raised or budgeted to secure the installation of the outdoor fitness court®.

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

2023 Notice of Award & Grant Program Requirements

Resolution to adopt and allocate funds for an outdoor fitness court® as part of the 2023 National Fitness Campaign

**STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)
RESOLUTION TO ADOPT AND ALLOCATE FUNDS
FOR AN OUTDOOR FITNESS COURT® AS PART
OF THE 2023 NATIONAL FITNESS CAMPAIGN**

Resolution No: 11-22

At a meeting of the Newberry County Council held on November 2, 2022, wherein the following action was taken:

WHEREAS, the County of Newberry has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the County of Newberry will accept a \$30,000.00 National Grant from our NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$30,000.00 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the County of Newberry will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and

WHEREAS, the County of Newberry will commit to construction and launch of the outdoor Fitness Court® by the end of the 2023 calendar year, and;

WHEREAS, the County of Newberry believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

NOW, THEREFORE, BE IT RESOLVED that the **Newberry County Council** will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

(SEAL)

NEWBERRY COUNTY COUNCIL

BY: _____
Todd Johnson, Chairman

Attest:

BY: _____
Jackie Lawrence, Clerk to Council



Congratulations!

Newberry County, SC has been selected as a 2023 Healthy Cities Campaign Grant Recipient!

Dear Jessie,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Newberry County, SC has been selected as a grant eligible partner in the 2023 Healthy Cities Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$30,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Ginger Bracewell – as your dedicated partner and champion in support of this partnership. Over the coming months, Ginger will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 Healthy Cities Campaign, and we look forward to making world-class fitness free in Newberry County, SC!

Best in Fitness,

Mitch Menaged, Founder



Newberry County, SC - National Fitness Campaign 2023 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Countersigned Grant Program Requirements Document
 - **Deadline: 10/14/2022**
 - **Requirement B:** Resolution of Adoption or Letter of Support
 - **Deadline: 10/28/2022**
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
 - **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline: 7/14/2023**

MILESTONE 3: SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline: July/August 2023**

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline: September 2023 - pending weather**

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline: October 2023 - pending weather**

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: November 2023 - pending weather**

Trent Matthias, Director
National Fitness Campaign

Jessie Long, Parks & Recreation Director
Newberry County, SC

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.



**Newberry County
Administration**
1309 College Street
Newberry, SC 29108
803-321-2100

Agenda Briefing

Prepared By: Leslie Jenkins	Title: Operations Manager
Department: Animal Control	Division:
Date Prepared: 10-26-22	Meeting Date: November 2, 2022
Legal Review: Joanie Winters	Date: October 26, 2022
Budget Review:	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	County Council
Subject: Resolution 13-22	

STAFF'S RECOMMENDED ACTION:

Staff recommends there be a temporary moratorium procedure put into place to help the Newberry County Animal Shelter with the rising number of unwanted animals being dropped off at the shelter.

FIDUCIARY:

Are Funds allocated in the department's current fiscal year budget?	n/a	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If no, is a budget amendment necessary?	n/a	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF NEWBERRY)
)
)

RESOLUTION NO. 13-22

**TO ESTABLISH A TEMPORARY
MORATORIUM PROCEDURE ON THE
INTAKE OF UNWANTED PETS AT THE
NEWBERRY COUNTY ANIMAL SHELTER**

WHEREAS, the Newberry County Animal Care and Control (“NCACC”) is an agency of the County of Newberry created by the Newberry County Animal Control Ordinance (Newberry Ord 96.001 *et seq.*, Ord. 10-32-5 passed 10-5-2005). The NCACC is housed in the Newberry County Animal Shelter (“Shelter”); and

WHEREAS, South Carolina shelters declared a state of emergency on September 1, 2022, due to the flood of animals pouring into South Carolina shelters for weeks; and

WHEREAS, the NCACC has provided information to the Newberry County Council concerning the high number of intakes of pets in 2022 in comparison to prior years; and

WHEREAS, the NCACC has also provided information on the increased number of pets euthanized for space in 2022 in comparison to prior years; and

WHEREAS, the NCACC and the Shelter Volunteer Network – Newberry County (“Volunteers”) have also provided information that healthy adoptable dogs and cats in possession of NCACC are being euthanized due to the lack of space at the Shelter; and

WHEREAS, the Volunteers have provided information about the impact of social media on Shelter adoptions, and the Shelter’s reliance on fosters, adopters, and the community to spread the message about the adoptable pets; and

WHEREAS, the NCACC and the Volunteers have proposed granting discretion to the Operations Manager of the NCACC to implement temporary moratoriums on the intake of unwanted pets when the Shelter needs space to save the lives of adoptable and healthy dogs and cats in its care and possession; and

WHEREAS, the Newberry County Council desires to make positive changes to increase the opportunities for saving healthy, adoptable dogs and cats at the Shelter.

NOW, THEREFORE BE IT RESOLVED THAT THE NEWBERRY COUNTY COUNCIL BY PASSAGE OF THIS RESOLUTION DOES HEREBY AUTHORIZE THE OPERATIONS MANAGER OF THE NCACC TO IMPLEMENT LIMITED MORATORIUMS ON THE INTAKE OF UNWANTED DOGS AND CATS NOT TO EXCEED TWO WEEKS WHEN THE SHELTER NEEDS SPACE TO SAVE THE LIVES OF HEALTHY, ADOPTABLE DOGS AND CATS.

AND BE IT FURTHER RESOLVED, that this Resolution shall be published in the official minutes of the Newberry County Council.

AND IT IS SO RESOLVED this ____ day of _____, 2022.

NEWBERRY COUNTY COUNCIL

(SEAL)

BY: _____
Todd Johnson, Chairman

Attest:

Jackie Lawrence, Clerk to Council

**Newberry County
Administration**

1309 College Street
P.O. Box 156
Newberry, SC 29108
803-321-2100



Agenda Item Briefing

Subject: Building Inspector Position

Prepared By: Ron Powell

Department/Division: Building Department

Legal Review: _____

Finance Review: _____

Administrator Review: _Christopher Inglese _____

Requested meeting: Committee County Council

Title: Building Official

Date Prepared: 10/19/2022

Date: Click or tap to enter a date.

Date: Click or tap to enter a date.

Date: 10/19/2022

Meeting Date: Wednesday, November 2, 2022

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?

Yes

No

If NO, is a budget amendment necessary?

Yes

No

STAFF'S RECOMMENDED ACTION:

Staff and Executive Committee recommends a position for a building inspector in the Building Department. This position would offset the extended wait times in the Building Department for an inspection. This position would also provide extra help for plan reviews and all other daily building department duties. The building inspector will also be required to obtain their Floodplain Manager Certification and Stormwater Manager Certification.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The salary for this position will be funded by the remaining balance budgeted to SafeBuilt and fund balance for the remainder of this fiscal year.

SUMMARY DISCUSSION:

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

Job Description

Building Inspector

Description

Newberry County is currently accepting applications for a full time Building Inspector.

Responsibilities include conducting field inspections of private and public construction projects, structural, plumbing, electrical, mechanical installations, and flood plain inspections to ensure compliance with applicable codes, standards and regulations. Issue notices to comply for violations and maintain records of history of facts for possible legal actions. Maintain files and reports regarding inspection and plan check activities and findings. Additionally, candidates must be experienced with plan reviews and will be expected to assist with other duties within the department.

Requirements:

The successful candidate will demonstrate experience in residential and commercial inspections in the following areas: building, electrical, plumbing, and mechanical installations.

Knowledge of:

South Carolina building codes.

Codes and ordinances related to the Americans with Disabilities Act and public access.

Principles and techniques of building inspections.

Experience in building construction for commercial and residential buildings.

Knowledge of building construction, materials, and methods.

Pertinent state and local laws, codes, and regulations.

Ability to provide excellent customer service.

Ability to work with and respect fellow employees and clients.

Requirements:

High School diploma or GED.

Must have a minimum of 2 years' experience as a Residential or Commercial Inspector or commensurate experience.

ICC certification as a Residential or Commercial Inspector.

Flood Plain certification preferred.

Salary commensurate with experience.