

# APPENDIX TABLE OF CONTENTS

## DIRECT ORDER BELOW FOR WHICH REVIEW IS SOUGHT

Order, Supreme Court of South Carolina (December 16, 2025).....	1a
--	----

## OPINIONS AND ORDERS IN ADJACENT CASES

Order in <i>Bivins v. York County, Et Al.</i> , York County Court of Common Pleas, Sixteenth Judicial Circuit (January 21, 2026).....	3a
---	----

Judgment in <i>Citizens Alliance for Government Integrity Nonprofit v. Silfab Solar Inc. Et Al.</i> , York County Court of Common Pleas (January 29, 2025).....	31a
---	-----

## OTHER DOCUMENTS

Buchanan Notice of Appeal (February 14, 2025) .....	33a
--	-----

Buchanan Memorandum Supporting Motion to Intervene, Filed in York County Court of Common Pleas (October 3, 2024).....	35a
---	-----

Respondents' Return to Petition for Mandamus Petition, Filed in the South Carolina Supreme Court (November 20, 2025) .....	50a
--	-----

Respondents' Exhibits .....	76a
Exhibit A. York County Letter Describing the Light Industrial District (LI) .....	76a
Exhibit B. Ordinance No. 6623.....	78a

## APPENDIX TABLE OF CONTENTS (Cont.)

Exhibit C. Fee in Lieu of Tax and Incentive Agreement .....	85a
Exhibit D. Zoning Code Interpretation Application & Checklist .....	144a
Exhibit E. York County Letter Response to Questions About the Light Industrial District (LI) .....	147a
Exhibit F. Board of Zoning Appeals Administrative Appeal Application .....	152a
Verified Complaint and Petitions for Writ of Mandamus and Writs of Prohibition, Filed in the South Carolina Supreme Court (October 28, 2025) .....	159a
Petitioner’s Exhibits .....	186a
Exhibit A. Affidavit of Amanda Morrison .....	186a
Exhibit B. Affidavit of Jason Rhoades .....	207a
Exhibit C. Board of Zoning Appeals Ruling (May 30, 2024) .....	211a
Exhibit D. SCDHEC Permit and Site (March 1, 2024) .....	214a
Petitioner’s Amended Reply Brief (December 1, 2025) .....	218a
Complaint, Court of Common Pleas Sixteenth Judicial Circuit (October 10, 2025) .....	232a

## APPENDIX TABLE OF CONTENTS (Cont.)

Summons, Court of Common Pleas Sixteenth Judicial Circuit (October 13, 2025).....	247a
Complaint, Court of Common Pleas Sixteenth Judicial Circuit (September 5, 2024).....	249a
Summons, Court of Common Pleas Sixteenth Judicial Circuit (September 5, 2024).....	262a
Notice of Appeal and Request for Mediation Pursuant to S.C. Code Ann. §§ 6-29-820 and 6-29-825 of Decision of York County Board of Zoning Appeals (June 28, 2024).....	267a

**ORDER,  
SUPREME COURT OF SOUTH CAROLINA  
(DECEMBER 16, 2025)**

---

THE SUPREME COURT OF SOUTH CAROLINA

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH  
ITS MANAGER JOSHUA EDWARDS;  
JOSEPH [*Sic*: JOSH] REINHARDT, MANAGER OF  
YORK COUNTY DEVELOPMENT SERVICES  
DEPARTMENT; AND JONATHAN BUONO,  
DIRECTOR OF YORK COUNTY PLANNING AND  
DEVELOPMENT,

*Respondents.*

---

Appellate Case No. 2025-002174

Before: John W. KITTREDGE, Chief Justice,  
John CANNON FEW, George C. JAMES,  
D. GARRISON HILL, Letitia H. VERDIN, Judges.

---

---

**ORDER**

Petitioner asks this Court to entertain this matter in its original jurisdiction and issue a writ of mandamus compelling York County to cease issuing

operating and occupancy permits to Silfab Solar Inc. (Silfab). In the alternative, Petitioner asks this Court to issue a writ of prohibition to prevent York County from issuing any more operating or occupancy permits to Silfab. Petitioner also requests the Court enjoin York County from issuing permits to Silfab. Due to the nature of this request, we construe Petitioner's petition to include a request for injunctive relief. We decline to entertain this matter in our original jurisdiction.

/s/ John W. Kittredge

Chief Justice

/s/ John Cannon Few

Judge

/s/ George C. James

Judge

/s/ D. Garrison Hill

Judge

/s/ Letitia H. Verdin

Judge

Columbia, South Carolina

December 16, 2025

cc:

J. Cameron Halford

Chad Nicholas Johnston

Samantha Jordan Dorward

Jonathan M. Robinson

Austin Tyler Reed

**ORDER IN *BIVINS v. YORK COUNTY, ET AL.*,  
YORK COUNTY COURT OF COMMON PLEAS,  
SIXTEENTH JUDICIAL CIRCUIT  
(JANUARY 21, 2026)**

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

—————  
DENNIS FLOYD BIVINS,

*Plaintiff,*

v.

YORK COUNTY BY AND THROUGH JOSHUA  
EDWARDS, YORK COUNTY MANAGER, JOSH  
REINHARDT, YORK COUNTY DEVELOPMENT  
SERVICES MANAGER, AND JONATHAN BUONO,  
YORK COUNTY PLANNING AND  
DEVELOPMENT SERVICES DIRECTOR,

*Defendants.*

—————  
C/A No.: 2025-CP-46-04007

Before: G.D. MORGAN JR., Judge.

---

**ORDER GRANTING IN PART AND DENYING  
IN PART DEFENDANTS' MOTION TO DISMISS**

THIS MATTER COMES before the Court on the  
November 17, 2025 motion of Defendants York County,  
Joshua Edwards, Josh Reinhardt, and Jonathan Buono

(collectively, the County), pursuant to Rule 12(b), of the South Carolina Rules of Civil Procedure (SCRCP), to dismiss the Complaint of Plaintiff Dennis Floyd Bivins. The Court heard argument on the County's motion on December 16, 2025. Present at the hearing were Cameron J. Halford, Esquire, of the Halford Law Firm, representing Plaintiff, and Chad N. Johnston, Esquire, and Samantha J. Dorward, Esquire, both of Burr & Forman, LLP, and Austin T. Reed, Esquire, of Smith Robinson LLC, representing the County. In reaching this decision, the Court has fully considered the arguments of the parties at the hearing, the respective filings of the parties, including the submitted memoranda of law and exhibits,<sup>1</sup> the relevant case law, and the applicable rules and standard of review. For the reasons set forth herein, and in accordance with Rule 12(b), SCRCP, the Court GRANTS IN PART and DENIES IN PART the County's motion and dismisses the complaint with prejudice.

---

<sup>1</sup> See *Brazell v. Windsor*, 384 S.C. 512, 516, 682 S.E.2d 824, 826 (2009) (holding that a Court may consider documents incorporated by reference in the complaint to prevent plaintiffs "from surviving a motion to dismiss by intentionally omitting documents upon which their claims are based" without converting the motion into one for summary judgment); see also *Ballard v. Admiral Ins. Co.*, 442 S.C. 22, 33, 897 S.E.2d 183, 188 (Ct. App. 2023) (same).

## STATEMENT OF THE FACTS<sup>2</sup>

### I. Zoning Compliance Verification

In late 2022, Silfab Solar, Inc. (Silfab) sought zoning compliance approval under subchapter E, part 13 of the York County Zoning Code (§§ 155.1120 *et seq.*) for proposed solar panel manufacturing operations on a parcel located at 7149 Logistics Lane, Fort Mill, South Carolina (Parcel). The Parcel is located in a multi-county industrial park developed by York and Chester Counties under South Carolina Code section 4-1-170 and is zoned Light Industrial. On December 27, 2022, the County’s zoning office, a division of the County’s Planning and Development Services Department, issued a letter to Silfab verifying that Silfab’s proposed operations were compatible and compliant with the Parcel’s Light Industrial zoning district (Zoning Compliance Verification).<sup>3</sup> No challenge or appeal of the Zoning Compliance Verification was instituted.

---

<sup>2</sup> The Court has considered the factual allegations set forth in the complaint, and has accepted all well-pled allegations as true. *Disabato v. S.C. Ass’n of Sch. Adm’rs*, 404 S.C. 433, 441, 746 S.E.2d 329, 333 (2013). In ruling on this motion to dismiss, the Court finds the following facts.

<sup>3</sup> The County’s Zoning Division staff is tasked with assisting the public with requests or information associated with the use and development of property within the County. Among the staff’s responsibilities is to “[r]eview and approve subdivision plats and non-residential site plans for compliance with York County development regulations.” <https://www.yorkcountygov.com/377/Zoning>; *see also* Zoning Code § 155.957 (Table 155.957-1).

## **II. Fee in Lieu of Tax and Incentive Agreement**

During that same period, Silfab and the County began negotiating a fee in lieu of tax (FILOT) and incentive agreement to induce Silfab to locate its operations in the County. A proposed inducement and incentive ordinance (Inducement Ordinance) that would authorize the execution of the FILOT agreement was introduced and given first reading by County Council on March 6, 2023. Second reading, along with a public hearing, occurred on August 21, 2023. On September 18, 2023, County Council held a third reading of the Inducement Ordinance and enacted the same. The Inducement Ordinance authorized and directed County representatives to execute the FILOT agreement. It further provided that “[a]ll ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.”

In accordance with the Inducement Ordinance, also on September 18, 2023, the County and Silfab executed the FILOT agreement, thereby creating a binding agreement between the County and Silfab to pursue development of the Silfab project at the Parcel. Among other terms, the FILOT agreement specifically identifies the Parcel for development of the Silfab project. FILOT agreement at 5 (defining “land” as “the land upon which the Project will be located, as described in Exhibit A”); at A-1, FILOT agreement Exhibit A (providing the legal description for the Parcel). Recital 5 of the FILOT agreement further provides that:

The County has determined that it is in the best interests of the County to enter into this Agreement with [Silfab], subject to the terms and conditions set forth herein, and, by

Ordinance No. [6623] enacted by the Council on September 18, 2023 . . . approved the form, terms and conditions of this Agreement *and ratified all prior actions taken with respect to the Project.*

(Emphasis added). Thus, the County, through formal legislative action of its County Council, approved and specifically induced Silfab to locate in the County at the Parcel. Further, based on the FILOT agreement’s finding that “all prior actions taken with respect to the Project” were ratified, as authorized by official action taken by the County Council in the Inducement Ordinance, the Zoning Compliance Verification issued by the County’s zoning office specific to both Silfab and the Parcel was legislatively approved.

Thereafter, Silfab began undertaking steps to develop the identified Parcel, including seeking relevant permits and authorizations from the County and other relevant regulatory entities, site work, and construction on the site.

### **III. Related Actions and Litigation**

#### **A. Zoning Interpretation and Subsequent Appeal**

On February 1, 2024, a Fort Mill resident requested a zoning interpretation (Zoning interpretation Request) from the County Planning and Development Services Department under Subchapter E, Part 11 of the York County Zoning Code (§§ 155.1090 *et seq.*). The Zoning interpretation Request submitted seven questions directed specifically at the approval of Silfab’s development of the Parcel, despite Zoning Code section 155.1090’s stated purpose of a zoning inter-

pretation: “to clarify ambiguities in the Zoning Code and to resolve any ambiguities in future amendments.”

On February 16, 2024, the County Zoning and Development Standards Administrator provided a response to the Zoning interpretation Request (Zoning interpretation). Therein, the County declined to address the requests, consistent with its authority under Zoning Code section 155.1093(B), but did provide certain “clarifications” as to other tangentially-related issues. Thereafter, on March 14, 2024, certain of the submitted zoning interpretation requests were appealed to the County Board of Zoning Appeals (BZA), (BZA Appeal).

On May 9, 2024, the BZA held a hearing on the BZA Appeal, following which it voted 5-0 to reverse the Zoning interpretation and thereafter issued a final decision setting forth a written record of its decision and findings (BZA Order).<sup>4</sup> The BZA Order contained the following conclusions:

- i. The Zoning Administrator erred in determining that Solar Panel Manufacturing is a Use under Computer and Electronic Products Manufacturing permitted in Light Industrial; and
- ii. Solar Panel Manufacturing is not listed as a Use applicable for the Light Industrial Zoning District and is therefore prohibited

---

<sup>4</sup> Although neither question proposed by the BZA Order were presented in the Zoning interpretation Request, the BZA Order characterized the questions presented in the appeal as: (1) whether “Solar Panel Manufacturing is a Permitted Use within the Light Industrial Zoning District”; and (2) whether “Solar Panel Manufacturing [is] considered a Heavy Industrial use.”

pursuant to section 155.270(G), York County Code of Ordinances.

The BZA Order did not mention Silfab, its specific project, or the Parcel, nor does section 155.1090 of the Zoning Code authorize zoning interpretations to evaluate specific, ongoing developments.

Thereafter, Silfab and its landlord, Exeter 7149 Logistics, L.P. (Landlord), appealed the BZA Order to the York County circuit court. *See Silfab Solar, Inc., et al. v. York County Board of Zoning Appeals*, 2024-CP-46-02641. As a result of the appeal, the BZA Order is stayed.<sup>5</sup> Consistent with South Carolina Code section 6-29-820(B)(2), Silfab requested pre-litigation mediation of the BZA Appeal, and on April 21, 2025, the parties unsuccessfully mediated the case. The matter is ongoing.

## **B. Stayed Circuit Court Action**

On September 5, 2024, Citizens Alliance for Government Integrity, Inc. (CAGI), a South Carolina non-profit, filed a complaint in the York County circuit court against Silfab, Landlord, and the County. *See Citizens Alliance for Government Integrity, Inc., a South Carolina Non-Profit v. Silfab Solar, Inc., Exeter 7149 Logistics, L.P., and York County by and through its Planning and Development Services and Zoning*

---

<sup>5</sup> *See* York County Zoning Code § 155.982(C) (“Effect on Other Proceedings. An appeal [of an administrative decision] stays all legal proceedings by the County relating to the action appealed from, unless the Zoning Administrator certifies to the Board of Zoning Appeals, after the appeal application has been filed, that a stay would cause an imminent peril to life and property.” (emphasis in original)).

*Administrator, a body politic and political subdivision of York County and the State of South Carolina, 2024-CP-46-03532 (CAGI Action).* In that lawsuit, CAGI seeks declaratory and injunctive relief, arguing that the subsequently-issued BZA Order controls over the prior, specific Zoning Compliance Verification issued to Silfab for the Parcel. The defendants there, including the County, moved to dismiss the action on a number of grounds. While the motions to dismiss were pending, CAGI sought a preliminary injunction to stay or revoke all permits issued by the County to Silfab. On December 18, 2024, The Honorable Martha M. Rivers held a hearing on the pending motions and, on January 29, 2025, issued a Form-4 Order declining to rule on CAGI's motion to stay or revoke all permits and instead stayed the entire lawsuit pending final resolution of the BZA Appeal.

### **C. Related Appellate Litigation**

On July 2, 2025, a Fort Mill resident, petitioned the Supreme Court to invoke its original jurisdiction to issue writs of mandamus and prohibition, requesting that the court require the County to revoke permits issued to Silfab and ultimately halt its project. *See* Appellate Case No. 2025-001325. On July 21, 2025, the Supreme Court declined to entertain the matter in its original jurisdiction.

Then, on October 28, 2025, CAGI similarly petitioned the Supreme Court in its original jurisdiction, pursuing writs of mandamus and prohibition on the same bases as those in the initial petition and in this case. *See* Appellate Case No. 2025-002174. On December 16, 2025, the Supreme Court declined to entertain the matter in its original jurisdiction.

## DISCUSSION

In this action, Plaintiff seeks relief against both the County and non-party Silfab, pursuing claims for temporary and permanent injunctive relief, declaratory relief, and writs of mandamus and prohibition, including issuance of stop work orders and revocation of permits, to prevent Silfab from continuing its development. For the reasons set forth herein, that relief is DENIED.

### I. Justiciability

The County first asserts that the Court is without jurisdiction, pursuant to Rule 12(b)(1), SCRCPP, for lack of standing, depriving the Court of a justiciable controversy. *See Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009) (“A motion to dismiss for lack of standing challenges the court’s subject matter jurisdiction.”); *Lennon v. S.C. Coastal Council*, 330 S.C. 414, 415, 498 S.E.2d 906, 906 (Ct. App. 1998) (“A threshold inquiry for any court is a determination of justiciability, *i.e.*, whether the litigation presents an active case or controversy.”); *Jackson v. State*, 331 S.C. 486, 490 n. 2, 489 S.E.2d 915, 917 n. 2 (1997) (stating the concept of justiciability encompasses the doctrines of ripeness, mootness, and standing). The Court agrees. In South Carolina, standing can be established in three ways: (1) by statute, (2) by constitutional standing, and (3) under the public importance exception. *Bodman v. State*, 403 S.C. 60, 66–67, 742 S.E.2d 363, 366 (2013). The complaint appears to seek to establish standing alternatively by statute or under the traditional three-part test for

constitutional standing.<sup>6</sup> The Court finds that the complaint fails to meet its burden under either method, and accordingly, the Court lacks jurisdiction.

### **A. Statutory Standing**

Plaintiff contends that section 6-29-950 of the South Carolina Code provides him statutory standing to maintain this lawsuit. While section 6-29-950 provides an avenue for a neighboring or adjacent property owner to challenge a zoning action, the Court finds the complaint fails to plead the necessary and required facts to maintain such an action.

The Supreme Court has stated that “[s]tatutory standing exists, as the name implies, when a statute confers a right to sue on a party, and determining whether a statute confers standing is an exercise in statutory interpretation.” *Youngblood v. S.C. Dep’t of Soc. Servs.*, 402 S.C. 311, 317, 741 S.E.2d 515, 518 (2013) (citing *Freemantle v. Preston*, 398 S.C. 186, 194-95, 728 S.E.2d 40, 44-45 (2012)). Relevant here, South Carolina Code section 6-29-950(A) provides,

In case a building, structure, or land is or is proposed to be used in violation of any ordinance adopted pursuant to this chapter, . . . an adjacent or neighboring property owner who would be specially damaged by the violation may in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, main-

---

<sup>6</sup> Plaintiff does not plead or argue the public importance exception to standing.

tenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure, or land.

(Emphasis added). Thus, there are two mandatory requirements for an adjacent or neighboring property owner, such as Plaintiff, to meet in order to advance a claim under section 6-29-950(A): (1) first, the adjacent or neighboring property owner must be “specially damaged”; and (2) such special damage must flow from the use—or proposed use—of the property in question in violation of an ordinance.

The County asserts that Plaintiff fails to meet either criterion. As to the first, the complaint fails to plead facts that would support a claim that Plaintiff has been specially damaged by the development. The Supreme Court has equated the special damages requirement under section 6-29-950(A) to the particularized injury-in-fact requirement of traditional constitutional standing analysis. *See Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, 75, 753 S.E.2d 846, 850 (2014) (equating the “special damage” requirement specified in section 6-29-950(A) to the particularized-injury requirement under constitutional standing). Pertinent here, an “injury in fact” has been defined as “an invasion of a legally protected interest” which is “concrete and particularized” and “actual or imminent,” not “conjectural or hypothetical.” *Commander Health Care Facilities, Inc. v. S.C. Dep’t of Health & Env’t Control*, 370 S.C. 296, 301, 634 S.E.2d 664, 666 (Ct. App. 2006) (quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561 (1992)). Moreover, “[p]rospective concern falls far short of the standard of ‘concrete and particularized and . . . actual or imminent’ harm. . . .” *Beaufort Realty*

*Co. v. Beaufort Cnty.*, 346 S.C. 298, 303, 551 S.E.2d 588, 590 (Ct. App. 2001). For the injury to be particularized, it must affect the plaintiff in a personal and individual way and must be different than the general impact to the public. *Sea Pines Ass'n for the Prot. of Wildlife v. South Carolina Dep't of Natural Res. & Cmty. Servs. Assocs., Inc.*, 345 S.C. 594, 601, 550 S.E.2d 287, 291 (2001).

As to harm or injury, Plaintiff offers only a conjectural and generalized grievance concerning future public health and welfare concerns. Plaintiff does not allege any individualized harm that he has suffered as an adjacent property owner or neighbor that is distinct from what he contends the public might suffer at large. *See Commander*, 370 S.C. at 301, 634 S.E.2d at 666 (“The injury must be of a personal nature to the party bringing the action, *not merely of a general nature that is common to all members of the public.*” (emphasis added) (citing *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 34, 530 S.E.2d 369, 371 (2000))); *see also Carnival Corp.*, 407 S.C. at 75, 753 S.E.2d at 850 (“[A] plaintiff raising only a generally available grievance about government—claiming only harm to his and every citizen’s interest in proper application of the Constitution and laws, and seeking relief that no more directly and tangibly benefits him than it does the public at large—does not’ possess standing.” (quoting *Lujan*, 504 U.S. at 573–74)). Moreover, even if Plaintiff had alleged or could claim some personal stake distinct from that of the public at large, the alleged injury here is merely speculative rather than actual or imminent, as Silfab is not yet fully operating on the Parcel, and none of the injuries Plaintiff alleges as certain to befall him and the

community have occurred. As a result, these allegations are not concrete or particularized, but rather conjectural and hypothetical.

Beyond those future speculative health concerns resulting from presumed conduct and conjectural injuries, Plaintiff alleges injuries resulting from “spot zoning” or “site specific zoning.” However, the issue is not that the Parcel has been rezoned; it has not. Rather, Plaintiff disagrees with the County’s determination that Silfab’s proposed use of the site is consistent with the Parcel’s Light Industrial zoning designation. While Plaintiff disagrees with that determination, made by the County in the Zoning Compliance Verification, that determination was not appealed and was later ratified by the action of County Council through the Inducement Ordinance and FILOT agreement adopted specific to Silfab and the Parcel. Further, the complaint pleads no facts that would support an allegation that he has been—or would be—specially damaged by spot or site specific zoning.

Because the complaint fails to meet the pleading standard as to special damages under section 6-29-950(A), Plaintiff has not satisfied that condition precedent to assert standing under the statute.<sup>7</sup>

---

<sup>7</sup> In light of the disposition of the special damages criterion, the Court need not address the second criterion of whether Silfab’s use—or proposed use—is in violation of an ordinance. See *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (“In light of our disposition of the case, it is not necessary to address [the movant’s] remaining issues.”).

## **B. Constitutional Standing**

The Court also finds Plaintiff has failed to establish standing by pleading the “irreducible constitutional minimum of standing,” which consists of three elements: (1) an injury in fact; (2) that the injury and the conduct complained of must be causally connected; and (3) that it must be likely, rather than merely speculative, that the injury will be redressed by a favorable decision. *Sea Pines*, 345 S.C. at 601, 550 S.E.2d at 291 (citing *Lujan*, 504 U.S. 555); *see id.* (“The party seeking to establish standing carries the burden of demonstrating each of the three elements.”).

### **1. Injury in Fact**

As set forth above, the complaint fails to plead facts that could satisfy Plaintiff’s burden of showing a concrete and particularized injury that is neither contingent nor hypothetical, and that is different than would be suffered by the public generally. *See Carnival Corp.*

### **2. Causation**

Having failed to identify a viable injury in fact, attempting to trace or evaluate the cause of such a hypothetical injury is futile. Nevertheless, Plaintiff’s allegations of future public health and welfare concerns also fail the second element of constitutional standing, as those harms, should they ever come to pass one day, would be attributable to Silfab’s operations on the parcel, rather than any action—or inaction—by the County. Where the causal link between the complained-of activity and the alleged injuries is superseded by a third party, the alleged injuries are not traceable to the government action. Courts,

including the United States Supreme Court, have found the causal link between a challenged governmental action and alleged injuries to be broken where the action itself does not cause the alleged injuries, but rather independent actions of third parties who are not before the Court do. *See Town of Arcadia Lakes v. South Carolina Department of Health and Environmental Control and Roper Pond, LLC*, 404 S.C. 515, 532, 745 S.E.2d 385, 394 (Ct. App. 2013) (noting an inability to establish a causal link where alleged injuries would result from potential future violation of permits, rather than the issuance of the permits themselves); *Beaufort Realty Co.*, 346 S.C. at 301, 551 S.E.2d at 589 (finding that the acceptance of filed plats was not causally connected to allegations of future injury); *see also Simon v. Eastern Ky. Welfare Rights Org.*, 426 U.S. 26 (1976); *Allen v. Wright*, 468 U.S. 737 (1984).

The import of those and similar cases is clear: government's role, including local governments like the County, is to set policy and provide infrastructure and related service to be used by its citizens in a lawful way. The collateral effects of companies who locate in the County are not attributable to the County for confirming a use as appropriate for a given site and issuing permits for its operations.

### **3. Redressability**

Finally, even if this Court were to presume a viable injury and causation, Plaintiff has not alleged sufficient facts to demonstrate that his purported injuries could or would be redressed by a favorable decision of the Court. *See Sea Pines*, 345 S.C. at 601, 550 S.E.2d at 291 (providing that it must be likely, as

opposed to merely speculative, that the injury will be redressed by a favorable decision); *see also* *Vt. Agency of Natural Res.*, 529 U.S. at 771 (stating that there must be “a ‘*substantial likelihood*’ that the requested relief will remedy the alleged injury in fact” (emphasis added) (internal citations omitted)). Redressability is necessarily tied to the relief sought by the Plaintiff. Here, Plaintiff seeks declaratory relief and stop work orders or permit revocations through writs of mandamus and prohibition. As discussed below, the requested relief is alternatively inappropriate or non-cognizable under the presented circumstances. Accordingly, Plaintiff’s alleged injuries are not redressable by this Court either.<sup>8</sup>

## II. Failure to State Claims

In addition to its jurisdictional arguments, the County also moves to dismiss the complaint under Rule 12(b)(6), SCRPC, for failure to state facts sufficient to constitute causes of action for Declaratory Judgment, Injunction, and Writs of Mandamus and Prohibition. The Court agrees that dismissal under Rule 12(b)(6) is also appropriate. *See Flateau v. Harrelson*, 355 S.C. 197, 202, 584 S.E.2d 413, 415 (Ct. App. 2003) (explaining a motion to dismiss under Rule 12(b)(6) should be granted if facts alleged and inferences reasonably deducible therefrom would not entitle the plaintiff to relief on any theory of the case).

---

<sup>8</sup> The County also moved to dismiss the case for lack of justiciability based on its contention that the claims are not ripe. In light of the determination that Plaintiff lacks standing, the Court respectfully denies the County’s alternative ripeness ground for dismissal.

To survive a motion to dismiss for failure to state a claim, a complaint must contain facts sufficient “to raise a right to relief above the speculative level” and to satisfy the court that the claim is “plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 554, 555, 570 (2007); *see also Skydive Myrtle Beach, Inc. v. Horry Cnty.*, 426 S.C. 175, 180, 826 S.E.2d 585, 587 (2019) (citing *Twombly* with approval). A claim is plausible only “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged”—a standard that requires more than facts “that are ‘merely consistent with’ a defendant’s liability.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Twombly*, 550 U.S. at 556–57); *see also Stiles v. Onorato*, 318 S.C. 297, 300, 457 S.E.2d 601, 603 (1995) (affirming a motion to dismiss where the reasonable inferences derived from the pleaded facts did not support the cause of action).

### **A. Declaratory Judgment**

The County first contends that Plaintiff has failed to sufficiently plead a claim for declaratory relief. First, the Court finds no justiciable controversy. *See Waters v. S.C. Land Res. Conservation Comm’n*, 321 S.C. 219, 228 n.7, 467 S.E.2d 913, 918 n.7 (1996) (“Declaratory judgment actions must involve an actual, justiciable controversy that is ripe for determination.”); *see also Rhodes*, 405 S.C. at 595, 748 S.E.2d at 787 (“[T]he Act does not require the courts to give purely advisory opinions as to the issues sought to be raised.”); *id.* (“[A]n issue that is contingent, hypothetical, or abstract is not ripe for judicial review.” (quoting *Colleton Cnty. Taxpayers Ass’n*, 371 S.C. at 242, 638 S.E.2d at 694)); *Power v. McNair*, 255 S.C. 150, 154,

177 S.E.2d 551, 553 (1970) (“A cause of action under the Declaratory Judgment Act is established by showing the existence of a justiciable controversy, defined as “a real and substantial controversy which is appropriate for judicial determination, as distinguished from a dispute or difference of a contingent, hypothetical or abstract character.”).

Here, the premise of Plaintiff’s declaratory judgment cause of action is that the permits issued to Silfab were without the consent or “written” approval of the Zoning Administrator. However, Plaintiff has failed to plead any facts that would support or give rise to that conclusion regarding consent or approval, generally, and the plain language of section 6-29-950 and Zoning Code section 155.1121, both cited as the authority for Plaintiff’s claims and requested declarations, bely the assertion of a “written” approval or signature requirement. The complaint seeks only a general declaration that “[a]ny permit lacking the zoning administrator’s approval violates law and zoning code”; however, such a request does not establish a justiciable controversy that is both supported by well-pled facts or that rises above an assertion that is contingent, hypothetical or abstract in nature. See *Waters*, 321 S.C. at 228 n.7, 467 S.E.2d at 918 n.7; *Rhodes*, 405 S.C. at 595, 748 S.E.2d at 787.

Moreover, Plaintiff has not pled facts to support his claims that actions were taken without County approval, the premise underlying his claim for declaratory relief. Nevertheless, the authority cited by Plaintiff actually dispels Plaintiff’s claim that every County determination or permit must bear specifically the Zoning Administrator’s written approval or signature. Table 155.957-1 in the Zoning Code, consisting of

the “Summary of Procedures” for general approvals and permits, specifies that “Staff” is “Decision-Making Body” for zoning compliance verifications, further undercutting Plaintiff’s assertion that the Zoning Compliance Verification is invalid because it was not signed by the Zoning Administrator but by a member of the Zoning Administrator’s staff. Plaintiff’s assertions to the contrary cannot be sustained as a matter of law. *See HHHunt Corp. v. Town of Lexington*, 389 S.C. 623, 635, 699 S.E.2d 699, 705 (Ct. App. 2010) (explaining that on a Rule 12 motion, “the court is required to presume well pled *facts*, not propositions of law, to be true” (emphasis in original)).

Finally, a collateral action in the courts seeking a declaration as to the invalidity or revocation of permits is inappropriate where a valid administrative remedy is available and has not been sought. In particular, Part 3 of Subchapter E of the Zoning Code sets forth the exclusive appeal procedures available for any “person aggrieved by an order, requirement, decision, or determination made by the Zoning Administrator or any other administrative official in the enforcement of this Chapter or by any officer, department, board, or bureau of the County.” Zoning Code § 155.982(A). The Zoning Compliance Verification, as well as all other permits and approvals issued subsequently by the County to Silfab, are decisions or determinations which fall under the appeals procedures of Part 3. An appeal must be initiated “within 30 days of the written decision or other action that is the subject of the appeal.” Zoning Code § 155.982(B).

The doctrine of exhaustion of administrative remedies generally requires a party seeking relief from the action of an administrative agency to pursue

all available remedies *before* seeking such relief from the courts. *See Stanton v. Town of Pawleys Island*, 309 S.C. 126, 128, 420 S.E.2d 502, 503 (1992) (holding a plaintiff is generally required to exhaust administrative remedies before seeking relief from the courts, and dismissal for failure to do so is in the sound discretion of the trial judge); *see also Thomas Sand Co. v. Colonial Pipeline Co.*, 349 S.C. 402, 413, 563 S.E.2d 109, 115 (Ct. App. 2002) (stating a party is “clearly [] required to exhaust its administrative remedies prior to bringing suit” challenging denial of a permit); *id.* (“The doctrine of exhaustion of administrative remedies *only* comes into play when a litigant attempts to invoke the original jurisdiction of a circuit court to adjudicate a claim based on a statutory violation for which the [governing body] has provided an administrative remedy.” (quoting *Med. Mut. Liab. Ins. Soc. of Md. v. B. Dixon Evander & Assocs.*, 92 Md.App. 551, 609 A.2d 353 (1992))). Exhaustion is required so that the administrative agency “may function efficiently and so that it may have the opportunity to correct its own errors, to afford the parties and the courts the benefit of its experience and expertise, and to compile a record which is adequate for judicial review.” *Video Gaming Consultants, Inc. v. S.C. Dep’t of Revenue*, 342 S.C. 34, 38, 535 S.E.2d 642, 644 (2000).

Neither Plaintiff nor any other party initiated an appeal of the Zoning Compliance Verification issued to Silfab, timely or otherwise. Nor has any permit or approval issued to Silfab been challenged or appealed. Because there is a specific procedure to challenge an administrative agency decision, compliance with such procedure is a condition precedent for judicial review. *Meredith v. Elliott*, 247 S.C. 335, 346-47, 147 S.E.2d

244, 249 (1966) (“Having failed to follow the administrative remedy created by the statute for the correction of errors in the valuation of their property, [taxpayers] are precluded from resorting to the courts for relief.”); *Lominick v. City of Aiken*, 244 S.C. 32, 44, 135 S.E.2d 305, 310 (1964) (“It was incumbent upon [the challenging party] . . . to appeal to the Zoning Board of Adjustment from the decision of the Building Inspector if [she] . . . considered his decision erroneous. . . . Not having done so, she cannot now attack the validity of his decision.”). As such, Plaintiff has failed to exhaust his administrative remedies.

## **B. Injunctive Relief**

The County next contends that Plaintiff has failed to allege facts sufficient to establish any of the required elements to secure an injunction against the County. The Court agrees. To obtain an injunction here, Plaintiff must allege facts sufficient to demonstrate that: (1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 51, 674 S.E.2d 505, 508 (Ct. App. 2009). In addition, because the County is a governmental body, Plaintiff must also allege facts sufficient to demonstrate that the County acted in an arbitrary, capricious, or oppressive manner. *Richland Cnty. v. S.C. Dep’t of Revenue*, 422 S.C. 292, 310, 811 S.E.2d 758, 767 (2018).

The Court first finds that Plaintiff has failed to advance sufficient facts supporting an assertion of harm, much less irreparable harm, that he would suffer absent an injunction. The Court has already determined that the alleged harm or injury is insuffi-

cient to meet the pleading standard for a justiciable controversy. Moreover, as described above, Plaintiff's allegations regarding harm in the complaint directly tie its allegation of "imminent" and "irreparable" harm to "spot zoning" or "site specific zoning." However, Plaintiff pleads no facts that would support an assertion that the Parcel has been rezoned, either through "spot zoning" or "site specific zoning," and the Parcel remains zoned as Light Industrial.<sup>9</sup> Further, the complaint's assertions of future harm and injury are impermissibly speculative, conjectural, and hypothetical, *cf. Proctor v. Dep't of Health & Env't Control*, 368 S.C. 279, 317, 628 S.E.2d 496, 516 (Ct. App. 2006) ("It is, of course, true that the existence or amount of damages cannot be left to conjecture, guess or speculation."), in addition to being generalized concerns regarding future public health and welfare. Finally, the complaint does not detail how Plaintiff will be *irreparably* harmed absent an injunction, offering only a conclusory legal assertion that "the harm will be irreparable," which is insufficient to meet a burden of good faith persuasion. *See Mulherin-Howell v. Cobb*, 362 S.C. 588, 600, 608 S.E.2d 587, 593–94 (Ct. App. 2005)

---

<sup>9</sup> Plaintiff's assertion of spot or site specific zoning necessarily presumes other facts which are alternatively incorrect or that this Court is precluded from reaching in light of the Related Litigation: (1) the invalidity of the Zoning Compliance Verification, which was never challenged and was later ratified by the County; (2) the applicability of the Zoning interpretation and BZA Order to Silfab's development; and (3) the supremacy of the Zoning interpretation and BZA Order over the prior Zoning Compliance Verification, both of which are (a) stayed, not final, and the subject of an ongoing appeal (BZA Appeal), and (b) the subject of the pending—and also stayed—other action in the circuit court (CAGI Action).

(finding an argument advanced through conclusory statements with no argument or supporting authority abandoned).

## **2. Likelihood of Success on the Merits**

The Court similarly finds that Plaintiff has not shown a likelihood of success on the merits. Instead, the complaint merely states, “Plaintiff can further demonstrate likelihood of success on the merits pursuant to state statutory law and local zoning law where defendants have issued numerous construction permits without approval of the zoning administrator for York County, specifically.” However, as discussed, the law does not require a signature of the Zoning Administrator, and Plaintiff has pled no facts supporting his assertions that the Zoning Compliance Verification or subsequent permits issued to Silfab were done without the Zoning Administrator’s approval.<sup>10</sup> Further, in light of this order’s disposition of the complaint’s allegations and causes of action, likelihood of success on the merits has not been demonstrated.

## **3. Adequate Remedy at Law**

The Court also finds that Plaintiff has failed to allege sufficient facts demonstrating he lacks an adequate remedy at law. In fact, the complaint merely recites the applicable injunctive relief element in a conclusory assertion that “Plaintiff is without adequate

---

<sup>10</sup> To the contrary, the Zoning interpretation issued by the Zoning Administrator confirmed its interpretation and agreement that solar panel manufacturing could appropriately locate on a parcel zoned Light Industrial, and permits issued to Silfab in the intervening period are evidence contradicting Plaintiff’s assertions.

remedy at law.” This is insufficient to meet a burden of good faith persuasion. *See Mulherin-Howell*, 362 S.C. at 600, 608 S.E.2d at 593–94. What is more, notwithstanding disposition by this order, the complaint sought declaratory relief, which undermines Plaintiff’s claim that an adequate remedy at law did not exist.

#### **4. Arbitrary, Capricious, and Oppressive**

Finally, the Court finds the complaint fails to plead, as required, any facts supporting a contention that the County’s actions were arbitrary, capricious or oppressive. Thus, for this additional reason, Plaintiff’s claim for injunctive relief fails and is dismissed.

### **C. Writ of Mandamus**

The County next contends that Plaintiff is incapable of stating a claim for mandamus against the County because the County has no duty to act under the governing statute and ordinance generally, or specifically in the manner desired by Plaintiff, rendering the request non-ministerial in nature. *See Redmond v. Lexington Cnty. Sch. Dist. No. 4*, 314 S.C. 431, 437, 445 S.E.2d 441, 445 (1994) (explaining that to obtain a writ of mandamus requiring the performance of an act, the applicant must show (1) a duty of the opposing party to perform the act, (2) the ministerial nature of the act, (3) the applicant’s specific legal right for which discharge of the duty is necessary, and (4) a lack of any other legal remedy (citing *Willimon*, 243 S.C. at 86–87, 132 S.E.2d at 170–71)).

Plaintiff pursues mandamus, asking the Court to require the County to issue a stop work order to Silfab, or alternatively revoke its existing permits, because it believes Silfab is operating without a valid permit and

is exceeding the scope of the approved use of the property. Even assuming Plaintiff's allegations are true for purposes of this motion, issuing a stop work order is an inherently governmental—not judicial—function that is discretionary. *See* S.C. Code Ann. § 6-29-950(A) (“The governing authorities of municipalities or counties *may* provide for the enforcement of any ordinance . . . by means of the withholding of building or zoning permits, or both, and the issuance of stop orders against any work undertaken by an entity not having a proper building or zoning permit, or both.” (emphasis added)); Zoning Code § 155.1237(B)(5) (“Stop Work. With or without revoking permits, *the County may issue a stop work order* on any development, building, or structure on any land on which there is an uncorrected violation of a provision of this Chapter or a violation of a condition or qualification of a permit, certificate, approval, or other authorization previously granted by the County.” (emphasis added)). The use of the word “may” indicates that the action is within the County’s discretion. *See Kennedy v. S.C. Ret. Sys.*, 345 S.C. 339, 352–53, 549 S.E.2d 243, 250 (2001) (“The use of the word ‘may’ signifies permission and generally means that the action spoken of is optional or discretionary unless it appears to require that it be given any other meaning in the present statute.”). Where there is discretion, no duty exists.<sup>11</sup>

Further, where no duty exists, an action is not ministerial. *See Edwards v. State*, 383 S.C. 82, 96, 678 S.E.2d 412, 419 (2009) (“A ministerial act or duty is

---

<sup>11</sup> Nor does the County have an obligation to stop Silfab’s project based on the BZA Order, as its applicability is questionable, and it is otherwise stayed, not final, and its appeal pending in the circuit court.

one which a person performs because of a legal mandate which is defined with such precision as to *leave nothing to the exercise of discretion.*” (emphasis added)); *Sanford v. S.C. State Ethics Comm’n*, 385 S.C. 483, 495 n.4, 685 S.E.2d 600, 606 n.4 (2009) (“Discretionary authority, however, is insufficient for mandamus.” (citing *Redmond*, 314 S.C. at 438, 445 S.E.2d at 445 (stating a writ of mandamus is inappropriate for a discretionary authority))).

Third, Plaintiff has pleaded no facts to support a contention that he has a specific legal right to a stop work directive aimed at Silfab. For one thing, by definition, one cannot claim entitlement to a discretionary act. For another, Plaintiff has not cited any case law demonstrating it has a clearly established right to the desired act. *See Charleston Cnty. Sch. Dist. v. Charleston Cnty. Election Comm’n*, 336 S.C. 174, 184, 519 S.E.2d 567, 573 (1999) (finding the school district failed to cite any statute or case demonstrating an established right to force the county election commission to distribute a supplemental ballot handout).

Finally, other remedies were available to Plaintiff in his pursuit of stopping the County-approved development, including the appeal procedures of the Zoning Code, but he did not avail himself of those administrative remedies.

#### **D. Writ of Prohibition**

Lastly, the County moves to dismiss the claim for writ of prohibition based on case law holding that a writ of prohibition cannot lie against the County. The Court agrees. (“A writ of prohibition may issue in a proper case to restrain a judicial act; and, on the other hand it will, according to the weight of authority,

ordinarily issue only to restrain the exercise or performance of judicial functions or acts, or acts which are quasi-judicial in their character.” *Holladay v. Hodge*, 84 S.C. 91, 95, 65 S.E. 952 (1909); *see also State Bd. of Bank Control v. Sease*, 188 S.C. 133, 198 S.E. 602 (1938) (stating the writ is primarily used to “prevent the assumption and exercise of jurisdiction by a lower tribunal in cases where wrong, damage, and injustice are liable to follow such action”). The County neither acts as a court, court official, or officer, nor does it exercise any manner of judicial or quasi-judicial powers; therefore, it is not subject to a writ of prohibition.

Moreover, the subject matter of the acts complained of by Plaintiff, namely, approving zoning classifications, issuing zoning compliance verifications, issuing permits, issuing stop work orders, and revoking permits, are inherently legislative functions that reside exclusively within the jurisdiction of the County and its officials. 72A C.J.S. Prohibition § 7 (“In the absence of a statute providing otherwise, prohibition will not lie to prevent legislative acts, or those of a ministerial nature, nor to prevent those of an administrative, prosecutorial, political, governmental, or executive character.”). Therefore, any error in the exercise of the County’s legislative functions is one for which a writ of prohibition cannot lie. *See Berry v. Lindsay*, 256 S.C. 282, 292, 182 S.E.2d 78, 83 (1971) (holding that actions challenged were a quasi-legislative function for which “it is clear that the Writ [of Prohibition] sought here will not lie.”); *see also State v. Price*, 441 S.C. 423, 456, 895 S.E.2d 633, 650 (2023) (“A writ of prohibition will not lie to correct the procedural irregularities in this case,

nor will such a writ lie to prevent an erroneous result. . . .”).

### **III. The County’s Remaining Arguments**

Because the foregoing issues are dispositive, the Court respectfully denies County’s motion alternatively seeking dismissal pursuant to Rules 12(b)(7) and (8), SCRPC.

### **CONCLUSION**

For the foregoing reasons, Defendants’ Motion to Dismiss Plaintiff’s complaint is GRANTED IN PART and DENIED IN PART.

IT IS SO ORDERED.

So Ordered

/s/ G.D. Morgan Jr. \_\_\_\_\_

Judge

**JUDGMENT IN *CITIZENS ALLIANCE  
FOR GOVERNMENT INTEGRITY NONPROFIT*  
v. *SILFAB SOLAR INC. ET AL.*,  
YORK COUNTY COURT OF COMMON PLEAS  
(JANUARY 29, 2025)**

---

STATE OF SOUTH CAROLINA  
COUNTY OF YORK, IN THE COURT  
OF COMMON PLEAS

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY NONPROFIT,

*Plaintiff(s),*

v.

SILFAB SOLAR INC. ET AL.,

*Defendant(s).*

---

Case No. 2024CP4603532

Before: Hon. Martha M. RIVERS, Judge.

---

**JUDGMENT IN A CIVIL CASE**

DISPOSITION TYPE (CHECK ONE)

- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

IT IS ORDERED AND ADJUDGED: Statement of Judgment by the Court:

This matter was heard before the Court on December 18th, 2024, in York County, South Carolina. The parties are also involved in an appeal from the York County Board of Zoning.

Upon review of the issues, this court stays this action until such time a decision is issued with finality in the administrative action involving the board of zoning appeals.

Counsel also requested a stay of construction permits. Based upon the stay of proceedings, the court declines to issue that relief at this time. This court has issued a stay in discovery without prejudice.

IT IS SO ORDERED.

**ORDER INFORMATION**

does not end the case.

Type: Order/Electronic Form 4

/s/ Martha M. Rivers

Judge [2788]

**BUCHANAN NOTICE OF APPEAL  
(FEBRUARY 14, 2025)**

---

---

STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

WALTER BUCHANAN,

*Appellant,*

v.

SOUTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL SERVICES,  
AND SILFAB SOLAR, INC.,

*Respondents.*

---

Appeals Case No.

Administrative Law Court Case No. 24-ALJ-07-0367-CC  
Hon. Ralph King Anderson, III  
Chief Administrative Law Judge

---

**NOTICE OF APPEAL**

Pursuant to Rule 202 of the South Carolina Appellate Court Rules, Walter Buchanan here Provides Notice of Appeal of the Order of the Administrative Law Court dated January 17, 2025 Hon. Ralph King Anderson, III. Appellant here certifies that the Order was received December 23, 2024, with denial by the court of Motion to Reconsider January 17, 2025, attached as Exhibit-A to this Notice of Appeal. Peti-

tioner's Rule 59(e) motion was denied by the ALC on January 17, 2025, appellant counsel receiving e-mail delivery of the order same date.

Respectfully submitted this 14th day of January. 2025.

J. Cameron Halford, Esq.

/s/ J Cameron Halford

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

Email: cam@halfordlaw.net

ATTORNEY FOR APPELLANT

WALTER BUCHANAN

**BUCHANAN MEMORANDUM SUPPORTING  
MOTION TO INTERVENE, FILED IN  
YORK COUNTY COURT OF COMMON PLEAS  
(OCTOBER 3, 2024)**

---

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

---

SILFAB SOLAR, INC. and  
EXETER 7149 LOGISTICS, L.P.,

*Appellants,*

v.

YORK COUNTY BOARD OF ZONING APPEALS,

*Respondent.*

---

Case No. 2024-CP-46-02641

---

---

TO: HON. MARVIN DUKES, PRESIDING JUDGE  
BRANDON GASKINS, ATTORNEY FOR  
APPELLANT SILFAB SOLAR, INC.  
STEVEN D. WEBER, ATTORNEY FOR  
EXETER 7149 LOGISTICS, L.P.  
MICHAEL K. KENDREE, ATTORNEY FOR  
YORK COUNTY  
LAURA DOVER, ATTORNEY FOR YORK  
COUNTY

Pursuant to Rule 24 of the South Carolina Rules  
of Civil Procedure, Walter Buchanan, individually

and on behalf of those similarly situated, hereby files Motion to Intervene in this Appeal pertaining to Zoning Project 202404468, and would show there exist no error of law, abuse of discretion, arbitrary or capricious interpretation by the Board of Zoning Appeals (“BZA”) as to the Reversal of York County Planning and Development zoning administrator on May 9, 2024. The BZA reversal is attached as Exhibit-D. In support, Intervenor(s) show the court the following:

### **FACTUAL BACKGROUND**

Appellant corporations Silfab Solar, Inc. and Exeter 7149 Logistics, L.P., have appealed a unanimous 5-0 determination of the Board of Zoning Appeals Reversing the Zoning Administrator decision that Silfab Solar operations are permitted upon property zoned light industrial (LI) in Fort Mill. The property is located upon TMS 719-00-00-201 7149 Logistics Lane, Fort Mill, South Carolina 29715. Silfab is a lessor not owner of the property. Petitioners came to the York County zoning administrator without any evidence of environmental impact study where the planned construction of a Heavy Industrial operations upon a Light Industrial zoned property lies adjacent to the family property of Intervenor, Walter Buchanan (“Buchanan”) and hundreds of other residential homes. Buchanan therefore asserts he is a party with substantial interest in the decision of the York County Board of Zoning Appeals decision. Likewise, Intervenor asserts that in review of the BZA decision, this should take notice of possible Silfab plant emissions and the high density residential district in which the Silfab project seeks construction, lying adjacent to or within proximity to numerous schools, and hundreds

of Fort Mill residents and Six Flags Over Carowinds® theme park.

### **STANDARD OF REVIEW**

On appeal, the findings of fact by the Board of Zoning Appeals (BZA) shall be treated in the same manner as findings of fact by a jury, and the court may not take additional evidence. S.C. Code Ann. § 6-29-840(A) (Supp. 2003); *see also Heilker v. Zoning Bd. of Appeals City of Beaufort*, 346 S.C. 401, 405, 552 S.E.2d 42, 44 (Ct. App. 2001). In reviewing the questions presented by the appeal, the court shall determine only whether the decision of the board is correct as a matter of law. *Id.* Furthermore, “[a] court will refrain from substituting its judgment for that of the reviewing body, even if it disagrees with the decision. *Restaurant Row Assocs. v. Horry County*, 335 S.C. 209, 216, 516 S.E.2d 442, 446 (1996). “However, a decision of a municipal zoning board will be overturned if it is *arbitrary, capricious, has no reasonable relation to a lawful purpose, or if the board has abused its discretion.*” *Id.*

### **ORDINANCE INTERPRETATION**

“Issues involving the construction of ordinances are reviewed as a matter of law under a broader standard of review than is applied in reviewing issues of fact. *Dewberry 334 Meeting St., LLC v. City of Charleston*, 2021-UP-360, Appellate Case 2018-000378 (S.C. App. October 20, 2021) (citing *Mitchell v. City of Greenville*, 411 S.C. 632, 770 S.E.2d 391 (S.C. 2015). “The cardinal rule of statutory interpretation is to ascertain and effectuate the legislative intent whenever possible”. *Id.* “An ordinance must receive a practicable, reasonable, and fair interpretation con-

sonant with purpose, design. and policy of the law-makers”. *Id.* “The statutory language must be construed in light of the intended purpose of the statute.” *Id.* (citing *Florence Cnty. Democratic Party v. Florence Cnty. Republican Party*, 398 S.C. 124, 128, 727 S.E.2d 418, 420 (2012)). “It is well settled that statutes dealing with the same subject matter are in *pari materia* and must be construed together, if possible, to produce a single, harmonious result.” *Id.* (citing *Beaufort County v. S.C. State Election Comm’n*, 395 S.C. 366, 371, 718 S.E.2d 432, 435 (2011)). Thus, the record before the BZA should to the fullest extent possible and necessarily involve the zoning code, its procedures, and the subject property’s Light Industrial (LI) zoning.

## DISCUSSION

It is not disputed that the property that is the subject of this action is a Light Industrial (LI) zone. The Silfab Solar, Inc. Notice of Appeal and Request for court-ordered Mediation does not even state *why* or *how* the Board of Zoning Appeals is an error of law, arbitrary, capricious, or has no reasonable relation to ordinances of York County. It simply seeks court ordered mediation where the matter involves a strict question of law involving ordinance interpretation. The appeal states should mediation not be fruitful, that Silfab says it will *thereafter* set forth its allegations of why the BZA is in error. *See, Appellants’ Appeal.* This puts the proverbial horse before the cart. This court should defer to and Affirm the BZA decision of May 9, 2024. There is no allegation of abuse of discretion by the BZA board. If anything, it is the opposite. The BZA citizens board of York County correctly and lawfully did its job, and this court should Affirm the

BZA ruling, confirm that it expressly applies to Silfab, and stay this appeal.<sup>1</sup> Heavy Industrial operations are not permitted under the zoning code at 7149 Logistics Lane in Fort Mill. The Board of Zoning Appeals Reversed erroneous ruling of the administrator that solar panel manufacturing is permitted in a district zoned light industrial (LI). The administrator found permitted use was under a classification of Computer and Electronic Products Manufacturing use. This was patent error, as Silfab's operation will involve *manufacture* of solar cells and solar panels. Petitioner's operation is chemical process method *manufacturing* of solar cells and panels. Because petitioners / appellants at no time presented (1) an Environmental Impact Statement, nor (2) conclusive evidence that the use was not — in fact — *Light Industrial*, there was no abuse of discretion nor error of law by the Board of Zoning Appeals in its 5-0 Reversal. It is a strict question of law. This court should AFFIRM the BZA ruling and that the ruling applies to Appellant Silfab, thus construction permits issued after the BZA ruling should be Revoked. See, Exhibit-E, § 155.1095 “*any development that occurs after the Zoning Code interpretation has been issued is subject to all applicable requirements of this chapter, as revised by the interpretation* (emphasis added). As to the 12/27/2022 letter of zoning verification [Exhibit-4 York County Planning & Development expressly makes clear “*This letter does not constitute a permit*”. Why then are further construction permits issuing to Silfab

---

<sup>1</sup> Pending before the South Carolina Administrative Law Court (“ALC”) is request for contested hearing involving air emission permits issued by SCDES to Silfab, which to date has not been heard by the ALC.

for physical alteration of its building and site ? *See, Exhibit-C; Exhibit-D; Exhibit-E.*

## ARGUMENT

- 1. The BZA correctly denied Silfab Solar, Inc. predicated on correct ordinance zoning interpretation where Silfab Solar, Inc. had at no time petitioned for a *change of use* for its physical location from Light Industrial to Heavy Industrial.**

The burden was on Silfab to be forthcoming and transparent. In effect, the BZA has determined the Silfab Solar, Inc. and Exeter project to be Heavy Industrial, *by default*. A June 25, 2024 statement by York County Management on Silfab Solar somehow indicates that the subsequent May 9, 2024 BZA Reversal would “*only apply to future projects in the light industrial district*” citing ordinance § 155.1095 Scope of Approval arising from an improperly issued zoning verification letter issued in December 27, 2022 by a Zoning Technician, not the Zoning Administrator. The zoning code confirms that the BZA ruling is law, yet inexplicably the county and Silfab take the position the BZA reversal is not applicable to Silfab. Appellant in writing communicated with the BZA on May 9, 2024. Exhibit-E. York County executive and administrative department interpretation now conflict, if not entirely disregard the law of the BZA reversal. The ordinance and code is plain and unambiguous, however:

§ 155.1095 SCOPE OF APPROVAL. (A) A Zoning Code interpretation (\*sic) will become effective upon execution by the Zoning Administrator. (B) Zoning Code interpretation

does not authorize development. *Any development that occurs after the Zoning Code interpretation has been issued is subject to all applicable requirements of this chapter, as revised by the interpretation* (emphasis added).

Noteworthy is there has been no petition for change of use by Appellants. Inexplicably, the zoning interpretation by York County Management implies that Silfab Solar, Inc. is somehow exempt or “grandfathered” (without so using this term expressly in and entirely ignores the definitions within the York County Ordinance including, inter alia, no change of use petition or variance for the property) which delineate as between Heavy Industrial and Light Industrial. Heavy Industrial. Exhibit-E. § 155.301 Defined Terms within the ordinance are as follows:

**INDUSTRIAL, HEAVY.** The assembly, fabrication, finishing, manufacturing, packaging, processing, or distribution of goods and materials by any means that ordinarily have greater than average impacts on the use and enjoyment of adjacent property in terms of noise, fumes, odors, glare, health, and safety hazards, or that otherwise does not constitute “light manufacturing”.

**INDUSTRIAL, LIGHT.** The assembly, fabrication, or processing of goods and materials by means that ordinarily do not create noise, smoke, fumes, odors, glare, or health and safety hazards outside of the building or lot where the assembly, fabrication, or processing takes place; where the processing is housed entirely within a building. **LIGHT INDUSTRIAL** does not include hazardous material treatment and storage facilities, plating or enameling, or petroleum and gas refining.

The de facto interpretation by York County Zoning Administrator, Planning and Development Services department is heavy industrial use is permitted at a Light Industrial zoned zone, when at no time has a petition for change of use reclassified the property under the zoning code. Neither Silfab or Exeter have done so. Thus, court ordered mediation would be futility. The existing 500,000 sq. foot warehouse at the Silfab grounds was for *distribution*, not manufacturing or heavy industrial chemical storage and or processes. Moreover, no court-imposed mediation can change the zoning classification. Zoning for the subject property has always been Light Industrial. variance has never ever been sought by Appellants. No review of other restrictions or declarations were presented to the zoning administrator. The result is a decision issued in the blind, and blatantly ignoring consequences of the use and methods Silfab proposes which may affect Intervenor and the communities near the site of Silfab's proposed operations site. An appeal and request for contested case is likewise now pending before the Administrative Law Court as to air emission permits.

The fact that Silfab proposes exhaust stacks evidences the business operation of Silfab is not entirely contained *indoors* of its planned facility when retrofitted. See, "Industrial Light" definition, *supra*. § 155.1301 defined terms, ordinance. Moreover, Silfab proposes that its exhaust will be mere "water vapor", yet evades the true facts that chemicals like Silane (SiH<sub>4</sub>), Hydroflouric Acid (HF) and over a million gallons of water will be required to dilute chemical processes being performed on site as to wastewater. Silfab will require a water treatment plant on site to treat toxic wastewater and would ultimately produce

toxic air emissions, which cannot exist on the Light Industrial site inside or outside the warehouse building. The use constitutes heavy industrial operations.

“THE SOLUTION TO POLLUTION IS DILUTION”  
— Author Unknown-

## **2. Absence of Environmental Impact Statement.**

The BZA correctly interpreted the ordinance, and there is no error of law. The BZA properly reversed the York County zoning administrator in Planning and Development Services. Petitioner Silfab Solar, Inc. does not own the property in question. Silfab is to be a tenant. It seeks to retrofit and construct upon an existing distribution 500,000 square foot warehouse a facility that will *manufacture* solar cells and panels using chemical etching methods and processes. It is the first such operation by Silfab, and it is the first such operation within the state. The BZA Reversed the Zoning Administrator and was absolutely correct in doing so where Appellants at no time petitioned York Planning and Development Services for change of use, or variance. Appellants have only themselves to blame. *Again, how can a multi-million dollar corporation (or York County) omit something so elementary?* There is simply no legally justifiable excuse.

Pursuant to § 155.948, the ordinance identifies performance standards ignored by the generic zoning letter of December, 2022. Production and manufacture of Solar Panels is a heavy industrial use if involving outside (vs inside) emissions generated from heavy industrial operation. It is not manufacture which strictly limits production to inside activity, as evidenced by need for planned exhaust towers on site and water treatment infrastructure (yet to be constructed) that

does not currently exist. Should the activity involve emission of any fumes, vapor, or noxious gas that is toxic or corrosive in nature, of which can cause damage or irritation to health, animals, vegetation, or to any form of property, the use is not Light Industrial. In fact, this type “use” is not permitted in any residential district in York County near homes and schools, and for good reason. Therefore, the BZA by 5-0 decision is not in error in any way. If Silfab Solar, Inc. and/or Exeter 7149 Logistics, LP disagree their remedy would be against the zoning administrator, or at best their own imprudence in failing to petition the Planning and Development Services department of York County for change in use for the property. This was, *inexplicably*, never done. The 5-0 Reversal by the BZA is not incorrect as a matter of law, taking into account sheer absence of environmental impact statement and the fact the Appellants have never petitioned York County for variance or change of use. To permit otherwise is a grotesque violation of substantive and procedural due process involving both Silfab and York County government personnel. The court should stop this in its tracks now by Affirming the BZA.

### **3. Due Process of Law.**

At no time prior to this appeal have petitioners sought a change in use or classification. Rather, Appellants sought to argue that their intended purpose was Light Industrial, and failed to prove their case; at worst Silfab misrepresented or concealed their planned use to York County. Their declared use violates existing zoning. It is not proper for a Light Industrial (LI) district. *Intervenor(s) now seek this court permit intervention by affected parties in addition to Walter Buchanan.* A secondary suit by Community Alliance

for Government Integrity (“CAGI”) has already filed seeking injunctive relief before this court consisting of over 2,000 Fort Mill residents. However, the court is confined to the record below.

In reviewing the questions presented by this appeal, the court shall determine only whether the decision of the Board is correct as a matter of law. *Id.* Furthermore, court will refrain from substituting its judgment for that of the reviewing body, even if it disagrees with the decision.” *Restaurant Row Assocs. v. Horry County*, 335 S.C. 209, 216, 516 S.E.2d 442, 446 (1999). As stated by York County Management on Silfab Solar June 25, 2024 letter “. . . *In fact, for any business choosing to locate in York County, verifying zoning (\*sic) is the very first step taken before a major development can begin*” according to York County Planning and Development Service. To the degree there was any erroneous mischaracterization of zoning use, misinformation provided by Silfab, or worse yet omissions not to York County, then Silfab Solar, Inc. did so at their own peril. At minimum, their recourse would be against York County, which they know to be protected by the Tort Claims Act. The BZA board would likewise be a quasi-judicial body of York County, and the BZA ruling is law and should be complied with by zoning officials in the Planning and Development Services department.

**4. The Circuit Court should not only Affirm but should treat this appeal punitively as against Silfab Solar, Inc. and York County. See, Exhibit-A and See, Exhibit-E.**

As set forth above, the BZA findings are that of a jury. The real issue becomes how can a multi-million dollar solar panel business (and York County Planning

and Development or the zoning administrator) miss something so patently *elementary*. How can York County have missed something so *rudimentary* as the zoning code use classification of the site as Light Industrial, and not Heavy Industrial. *It frankly defies logic*. It simply does not pass the smell test, where an administrative official has acted in a legislative or quasi legislative capacity without being an elected official, thus attempting to permit a Heavy Industrial operation to impose upon Fort Mill citizenry and a Light Industrial zoned tract property the will of Appellants. It thus required a quasi-judicial board (the BZA) to Reverse the zoning interpretation, which occurred May 9, 2020 by 5 to 0 vote of the Board of Zoning Appeals. It is now binding law.

**5. Is the Board of Zoning Appeals determination binding upon Silfab and York Planning and Development Services.?**

Yes. *See, Exhibit-C*. Despite the 5 to 0 Reversal by the BZA, Silfab and York County inextricably have declared the BZA determination does not apply to Silfab. In *defiance* of the BZA board ruling, construction permits continue to issue by York County Planning and Development for erection of Silfab's heavy industrial improvements like exhaust stacks, internal boilers, and inside and outside storage of heavy industrial chemical tanks. York County Planning and Development Services are legally bound by the BZA determination and the zoning code, yet are *recalcitrant* that the BZA unanimous reversal somehow is inapplicable to Silfab Solar, Inc. Exhibit-E. *The court should issue a Cease and Desist and declare all permits since the BZA May 9, 2020 Reversal REVOKED*. Within the record transcript below "Silfab" is expressly listed by

name Fifty Four (54) designated times. *See, also Exhibit-A; See, also Exhibit-C.* The BZA determination absolutely applies to Silfab Solar, Inc. and York County Planning and Development Services department. There is concrete evidence supporting the findings of the Board which should be deferred to, left undisturbed, and Affirmed by the circuit court. Again, Silfab's appeal absolutely articulates no error at law, arbitrary conduct, or capricious factors which would justify this appeal at this stage.

More importantly, the circuit court should treat *punitively* the Appellants' attempt to now seek this court confirm a person not elected to office to permit a multi-million dollar corporation impose its methods upon Fort Mill residents and into a Light Industrial property, where York County somehow ignores or treats with nothing short of *recalcitrance* by continued permit issuance after the BZA ruling. The site is zoned Light Industrial. This will not change by virtue of a court—ordered mediation. Appellant's appeal raises no abuse of discretion, arbitrary conduct, capricious conduct pertaining to the unanimous reversal which was supported by credible evidence. Instead, in futility, it seeks the Circuit Court impose court ordered mediation where both parties — the zoning administrator and the Appellant-failed to exhaust administrative remedies entirely under the zoning code. Thus, Appellants should have no standing before this court. This could should thus defer to the BZA and Affirm the BZA decision of May 9, 2024 and revoke all permits issued after the BZA Reversal and issue a Cease and Desist, or temporary restraining order and revoke permits issued after May 9, 2024.

**6. Public Policy Considerations involving location of the Silfab Solar, Inc. proposed heavy industrial operation in Fort Mill.**

The Circuit Court should take judicial notice the *Heavy Industrial nature* and location of the project, which lies near the home of Intervenor Walter Buchanan. The project site also lies within less than five (5) miles of Six Flags over Carowinds 0 theme park, and is adjacent to numerous Planned Unit developments and high density residential neighborhoods, not to mention existing and planned schools and playgrounds.

All of the above rely on the stability of the Light Industrial (LI) zoning at issue in the Appeal. Thus, the court should not permit Appellants nor York County management to sacrifice even the most remote health and safety threat to citizenry in favor of immediate “development”, given petitioners have known of the zoning classification of the parcel as light industrial since year 2022. Moreover, at no time did Silfab petition for re-hearing of the May 9, 2024 hearing. It is now the law of the case unless Reversed by the Circuit Court. Silfab and York County are not above the law. Both parties should be compelled by this court to obey the BZA determination with permits issued after the BZA May 9, 2024 determination as error and this court should issue a Cease and Desist. Moreover, as to air emission permits, an appeal and request for contested hearing is now pending before the South Carolina Administrative Law Court, where-by if not Affirmed the court should Stay the appeal pending resolution of the ALC case *Walter Buchanan v. South Carolina Department of Environmental Services and Silfab Solar, Inc.*

**CONCLUSION AND PRAYER FOR RELIEF**

Intervenor requests that this court permit Walter Buchanan<sup>2</sup> to Intervene in this Appeal, participate in Mediation (if Ordered by the Court), and otherwise Require Appellant now (not later) to demonstrate why the May 9, 2024 decision of the Board of Zoning Appeals is incorrect as a matter of law. If Silfab and York County cannot do so, the decision of the Board of Zoning Appeals should STAND be AFFIRMED by this Circuit Court, with all Heavy Industrial construction permits issued after the May 9, 2024 decision being revoked immediately under order of this court.

Respectfully submitted,

J. CAMERON HALFORD, LLC

/s/ J Cameron Halford

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

email: cam@halfordlaw.net

**RESPONDENTS' RETURN TO PETITION FOR  
MANDAMUS PETITION, FILED IN THE  
SOUTH CAROLINA SUPREME COURT  
(NOVEMBER 20, 2025)**

---

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH  
ITS MANAGER JOSHUA EDWARDS; JOSEPH [*Sic:*  
JOSH] REINHARDT, MANAGER OF YORK COUNTY  
DEVELOPMENT SERVICES DEPARTMENT; AND  
JONATHAN BUONO, DIRECTOR OF YORK  
COUNTY PLANNING AND DEVELOPMENT,

*Respondents.*

---

IN THE ORIGINAL JURISDICTION

Appellate Case No. 2025-002174

---

**RESPONDENTS' RETURN TO PETITION FOR  
ORIGINAL JURISDICTION SEEKING WRITS  
OF MANDAMUS AND PROHIBITION**

Pursuant to Rule 245(c) of the South Carolina  
Appellate Court Rules (SCACR), Respondents York

County, by and through Joshua Edwards, Josh Reinhardt, and Jonathan Buono, collectively serving in their official capacities (Respondents or the County), respectfully submit this Return in opposition to the Petition of Citizens Alliance for Government Integrity, Inc. (Petitioner or CAGI), a South Carolina non-profit. Petitioner seeks the exercise of this Court's original jurisdiction in furtherance of the issuance of extraordinary writs of mandamus and prohibition of Respondents to issue cease and desist and/or stop work orders against non-party Silfab Solar, Inc. (Silfab), a company specifically—and legislatively—induced, authorized and incrementally permitted by the York County Council to locate, develop, and ultimately operate within a designated industrial park in the County. As more fully explained below, Respondents submit that denial of the Petition is appropriate for the following reasons:

- I. The actions Petitioner seeks to require of Respondents through mandamus are both inherently and explicitly discretionary in nature, and Respondents have exercised that discretion in declining to take the action sought by Petitioner in this and other fora. Consequently, there is no duty for Respondents to act pursuant to Petitioner's conflicting desires and demands. Moreover, without a duty, the action sought cannot be ministerial in nature. Petitioner has no specific legal right to the action sought, and other legal remedies exist to attempt to effectuate Petitioner's desired result, including remedies that have been pursued and are currently pending before lower courts.

- II. Writs of prohibition may only be directed against lower courts or officers that exercise judicial or quasi-judicial powers. Because none of Respondents are court officials or officers, they exercise no manner of judicial or quasi-judicial powers, and the complained-of actions of the County and its employees are exclusively governmental or legislative in nature, a writ of prohibition cannot lie against Respondents.

## STATEMENT OF THE CASE

### I. Introduction

Like its recently denied sister petition for original jurisdiction (discussed below), this Petition presents a litany of misapprehensions, misstatements, rumors, and false assignments of ill-intent and malfeasance.<sup>1</sup> The Petition presents a bleak picture of the relevant events, and of the County in particular, which are in stark contrast to the facts and law of this case. The issues surrounding the County processes and approvals associated with Silfab's current development, as well as Silfab's proposed operations, have evoked a significant amount of passion by certain vocal members of the public interested in the type of development that

---

<sup>1</sup> Respondents do not intend on addressing each of the many mischaracterizations of fact appearing in the Petition regarding the underlying dispute and the merits of the claims tangential to the relief sought herein but currently pending in other cases and venues. In not identifying or rebutting every such occurrence, Respondents expressly do not admit or acknowledge the truth or accuracy of any such statements, assertions, or arguments by Petitioner, and Respondents specifically deny and contest any assertion or claim not specifically addressed herein.

occurs in their community. A County cannot be governed or persuaded by passion alone, and the fate of many governing decisions is that they often result in a divided state of public opinion. However, a divide in public opinion does not, alone, warrant extraordinary court intervention.

The Court should dismiss the Petition on two threshold bases. First, the Petition is duplicative of both an action pending in the circuit court and a petition (Appellate Case No. 2025-001325) already disposed of by this Court.<sup>2</sup> Second, the Petition has not offered a reason sufficient to justify the Court's exercise of its original jurisdiction, and the issues presented by the Petition can be, and more appropriately would be, decided by a lower court in the first instance. In fact, the issues and claims underlying Petitioner's request for these extraordinary writs are currently pending before the circuit court in *three* pending civil matters, including the one that is duplicative of the Petition.<sup>3</sup>

---

<sup>2</sup> This Court issued an order declining to entertain the matter in its original jurisdiction on July 21, 2025.

<sup>3</sup> (1) 2024-CP-46-02641, *Silfab Solar, Inc., et al. v. York County Board of Zoning Appeals*; (2) 2024-CP-46-03532, *Citizens Alliance for Government Integrity, Inc., a South Carolina Non-Profit v. Silfab Solar, Inc., Exeter 7149 Logistics, L.P., and York County by and through its Planning and Development Services and Zoning Administrator, a body politic and political subdivision of York County and the State of South Carolina*; and (3) 2025-CP-4604007, *Dennis Floyd Bivins v. York County Management by and through Joshua Edwards, Manager, Josh Reinhardt, Manager York County Development Services Department, and Jonathan Buono, Direct, York County Planning and Development*. All are actions

As to the merits, the “facts” presented by the Petition do not meet the elements and standards established by the Court for exercising its discretion to issue the requested extraordinary writs of mandamus and prohibition. At base, the Petition seeks to have this Court step into the role of County governance, substituting its judgment and discretion for that of the County, where the limited question of whether a stop work order should issue is expressly left to the discretion of the County and its officials. To date, the County has evaluated the situation and repeated calls for action under the standards established by the York County Code of Ordinances and has declined to exercise its discretion to revoke Silfab’s permits or issue a permanent stop work order, save for the (unrelated) exceptions seized upon by Petitioner. *See* note 6, *infra*. Where there is discretion, no duty or right can exist. And where there is no duty to act, a task is not—and cannot be— ministerial. For those and other reasons discussed below, mandamus is improper.

Moreover, the Petition’s request for a writ of prohibition is misplaced, as such writ is limited to directing the actions of court officials or officers, which Respondents are not. Nor do Respondents exercise any manner of judicial or quasi-judicial powers. Accordingly, the Petition’s request for writ of prohibition is likewise improper.

For those reasons and as outlined below, the Petition should be denied.

## II. Factual and Procedural Background

### A. Zoning Compliance Verification

In late 2022, Silfab sought zoning compliance approval under subchapter E, part 13 of the York County Zoning Code (§§ 155.1120 *et seq.*) for proposed solar panel manufacturing operations on a parcel located at 7149 Logistics Lane, Fort Mill, South Carolina (Parcel). The Parcel is located in a multi-county industrial park developed by York and Chester Counties under South Carolina Code section 4-1-170 and is zoned Light Industrial. On December 27, 2022, the County's zoning office,<sup>4</sup> a division of the County's Planning and Development Services Department, issued a letter to Silfab verifying that Silfab's proposed operations were compatible and compliant with the

---

<sup>4</sup> The Petition attempts to attach significance to the fact that the Zoning Compliance Verification issued to Silfab lacked the Zoning Administrator's signature, arguing they alone may approve or deny zoning compliance. Instead, a staff member of the Zoning Division, with the title of "York County Zoning Technician," signed the Zoning Compliance Verification letter to Silfab. The fact that the Zoning Compliance Verification to Silfab was signed by the technician assigned to the request is indicative and dispositive of nothing. The County's Zoning Division staff is specifically tasked with assisting the public with requests or information associated with the use and development of property within the County. See <https://www.yorkcountygov.com/377/Zoning>. Among the staff's responsibilities is to "[r]eview and approve subdivision plats and non-residential site plans for compliance with York County development regulations." *Id.* Compliance reviews and approvals are evaluated collectively by the staff, including the Zoning Administrator, prior to responding to the requesting person or entity. Therefore, the letter was the Zoning Division's official position on the inquiry, and it continues to stand by that determination.

Parcel’s Light Industrial zoning district (Zoning Compliance Verification). *See* Return Ex. A. No challenge or appeal of the Zoning Compliance Verification was timely—or untimely, for that matter—instituted.

**B. Fee in Lieu of Tax and Incentive Agreement**

During that same period, Silfab and the County began negotiating a fee in lieu of tax (FILOT) and incentive agreement to induce Silfab to locate its operations in the County. To that end, Ordinance No. 6623, a proposed inducement and incentive ordinance (Inducement Ordinance) that would authorize the execution of the FILOT agreement, was introduced and given first reading by County Council on March 6, 2023. *See* Return Ex. B, at 4. Second reading, along with a public hearing, occurred on August 21, 2023. *Id.* On September 18, 2023, the County Council held a third reading of the Inducement Ordinance and enacted the same. *Id.* In pertinent part, the Inducement Ordinance authorized and directed County representatives to execute the FILOT agreement. *Id.* at 2, Section 2. Significantly, the Inducement Ordinance states that “[a]ll ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.” *Id.* at 3, Section 5.

In accordance with the Inducement Ordinance, also on September 18, 2023, the County and Silfab executed the FILOT agreement. *See* Return Ex. C. The FILOT is a binding agreement between the County and Silfab to pursue development of the Silfab project at the Parcel. Among other terms, Recital 4 of the FILOT states that “[t]he Project is located, or if not so located as of the date of this Agreement, the County intends

to use its best efforts to locate the Project, in a Multi-County Park.”<sup>5</sup> *Id.* at 1. Recital 5 further provides that:

The County has determined that it is in the best interests of the County to enter into this Agreement with [Silfab], subject to the terms and conditions set forth herein, and, by Ordinance No. [6623] enacted by the Council on September 18, 2023 . . . approved the form, terms and conditions of this Agreement *and ratified all prior actions taken with respect to the Project.*

*Id.* at 1–2 (emphasis added). Thus, the County, through formal legislative action of its County Council, has approved and has specifically induced Silfab to locate in the County at the site in question. Further, based on the FILOT agreement’s finding that “all prior actions taken with respect to the Project” were ratified, as authorized by official action taken by the County Council in the Inducement Ordinance, the Zoning Compliance Verification issued by the County’s zoning office specific to both Silfab and the Parcel was legislatively approved.

Thereafter, Silfab began undertaking steps to develop the identified Parcel, including seeking relevant permits and authorizations from the County and

---

<sup>5</sup> Multi-County Park is defined in the FILOT agreement as “the joint county industrial park (York County and Chester County) established pursuant to the terms of the [November 11, 2002 Agreement for Development of Joint County Industrial and Business Park].” *Id.* at 5.

other relevant regulatory entities, site work, and construction on the site.<sup>6</sup>

### **C. Zoning Interpretation and Subsequent Appeal**

On February 1, 2024, Walter Buchanan, a resident of Fort Mill, requested a zoning interpretation (Zoning

---

<sup>6</sup> Since it began developing, to date, Silfab has had two building-related violations at the Parcel. First, during a routine meeting onsite on May 20, 2025, the County discovered that three support buildings within the bulk storage area were partially constructed prior to building permits being issued. As each of these buildings required a separate building permit, three individual stop work orders were issued on May 21, 2025, for construction without building permits. Conditions to rectify the orders included submittal of the appropriate permit documents, licensed contractor information, as well as a letter from an engineer in order to verify that construction had been completed according to building code requirements. Upon completion of the aforementioned requirements, the stop work orders were lifted on June 27, 2025.

Second, on June 20, 2025, the County was notified that non-construction employees of Silfab were present at the facilities constructed on the Parcel and conducted a site visit on June 23, 2025. During that site visit, the County observed non-construction employees on site conducting certain educational training. In addition, the County discovered that other violations related to egress, exit lighting, sprinkler systems, and fire alarm systems not being fully operable, liquid fuel equipment being operated within the building, and fuel tanks being stored in an incorrect location. No formal operations were taking place. Because Silfab had not yet received a certificate of occupancy for the facilities for non-construction personnel, in addition to the other noted violations, the County issued a stop work order to Silfab on June 24, 2025. Upon adequate assurances that the non-construction personnel were not and would no longer be present at the site, and demonstration of correction of the other noted violations, the County lifted the stop work order on June 27, 2025. No other formal corrective action has been taken by the County.

interpretation Request) from the County Planning and Development Services Department under Subchapter E, Part 11 of the York County Zoning Code (§§ 155.1090 *et seq.*). Return Ex. D. Zoning Code section 155.1090 states the purpose of a zoning interpretation is “to clarify ambiguities in the Zoning Code and to resolve any ambiguities in future amendments.” Although intended to address ambiguities within the Zoning Code itself, the Zoning interpretation Request submitted seven inappropriate questions directed specifically at the approval of Silfab’s development of the Parcel. *Id.*

On February 16, 2024, the County Zoning and Development Standards Administrator provided a response to the Zoning interpretation Request (Zoning interpretation). Return Ex. E. Therein, the County declined to address the requests, consistent with its authority under section 155.1093(B), as it did not perceive the referenced code sections to be ambiguous, and provided certain “clarifications” as to other tangentially-related issues. *Id.* Thereafter, on March 14, 2024, Mr. Buchanan appealed the Zoning interpretation and certain of his submitted questions to the County Board of Zoning Appeals (BZA), (BZA Appeal). Return Ex. F.

On May 9, 2024, the BZA held a hearing on the BZA Appeal, following which it voted 5-0 to reverse the Zoning interpretation and thereafter issued a final decision setting forth a written record of its decision and findings (BZA Order). *See* Pet. Ex. C. In pertinent part, the BZA Order characterized the questions presented in the appeal as: (1) whether “Solar Panel Manufacturing is a Permitted Use within the Light Industrial Zoning District”; and (2) whether “Solar

Panel Manufacturing [is] considered a Heavy Industrial use.” *Id.* at 2. Neither question proposed by the BZA in its order were presented by Mr. Buchanan in his Zoning interpretation Request. *Compare* Pet. Ex. C., *with* Return Ex. D. Ultimately, the BZA Order contained the following conclusions:

- i. The Zoning Administrator erred in determining that Solar Panel Manufacturing is a Use under Computer and Electronic Products Manufacturing permitted in Light Industrial; and
- ii. Solar Panel Manufacturing is not listed as a Use applicable for the Light Industrial Zoning District and is therefore prohibited pursuant to section 155.270(G),<sup>7</sup> York County Code of Ordinances.

*Id.* at 3. The BZA Order did not mention Silfab, its specific project, or the Parcel.<sup>8</sup>

---

<sup>7</sup> Section 155.270(G) of the Zoning Code provides: “Unlisted Uses Prohibited. Any use not listed for an applicable zoning district in the Use Table is prohibited.” (Emphasis in original).

<sup>8</sup> Although not relevant or dispositive for this Petition, it is the County’s position that the procedures afforded by the Code of Ordinances for requesting a zoning interpretation may not be used to challenge a specific project or development. *See* York County Zoning Code § 155.1090. That is particularly the case where the project is relying on a zoning compliance verification from the County that predates the zoning interpretation request and is being relied upon for development or operating. Opening the door to that type of after-the-fact challenge is not only legally unsustainable under the Code of Ordinances, but would wreak havoc on County business, undermine the legislative authority of the County Council, and give voice to a heckler’s veto that would grind development to a halt.

Thereafter, Silfab and its landlord, Exeter 7149 Logistics, L.P. (Landlord), as parties with substantial interest in the decision, appealed the BZA Order to the circuit court.<sup>9</sup> *See supra* note 3. Consistent with South Carolina Code section 6-29-820(B)(2), Silfab requested pre-litigation mediation of the BZA Appeal, and on April 21, 2025, the parties unsuccessfully mediated the case. As a result, the matter is ongoing and, thus, the BZA's determination as to the Zoning interpretation is not final, despite being relied upon extensively as having preclusive effect by Petitioner.

#### **D. Related Litigation**

Preceding this Petition, in addition to the BZA Appeal, three other pending challenges have been mounted against Silfab's County-approved and-regulated operations, involving substantially similar (or identical) arguments.<sup>10</sup>

---

<sup>9</sup> On October 22, 2024, Mr. Buchanan was granted intervention in the pending BZA Appeal circuit court action. In that matter, counsel representing Mr. Buchanan is the same as Petitioner's counsel in this matter.

<sup>10</sup> In addition to those listed in note 3, *supra*, Mr. Buchanan, again represented by Mr. Halford, also attempted to collaterally challenge the air quality permit issued to Silfab by the South Carolina Department of Environmental Services (SCDES) by way of a request for contested case stemming from a July 30, 2024 acknowledgment letter of SCDES regarding certain air modeling updates conducted by Silfab. *Buchanan v. SCDES and Silfab*; Docket No. 24-ALJ-07-0367-CC. SCDES had issued an air quality permit to Silfab on March 1, 2024, which went unchallenged. Mr. Buchanan's contested case request was dismissed by Order of Chief Judge Anderson for failure to file a response to the motion to dismiss, *see* Rule 19, SCALC, and for lack of jurisdiction based on the timeliness of the challenge. *Id.*, Order dated

First, on September 5, 2024, Petitioner filed a Complaint in circuit court against Silfab, Landlord, and the County. *See supra* note 3. That lawsuit purports to be a putative class action *but seeks* only declaratory and injunctive relief, arguing that the subsequently-issued BZA Order and general Zoning interpretation controls over the prior, specific Zoning Compliance Verification issued to Silfab for the Parcel. The defendants there, including the County, moved to dismiss the action on a number of grounds. While the motions to dismiss were pending, Petitioner sought a preliminary injunction to stay or revoke all permits issued by the County to Silfab. On December 18, 2024, The Honorable Martha M. Rivers held a hearing on the pending motions. Thereafter, on January 29, 2025, Judge Rivers issued a Form-4 Order declining to rule on Petitioner's motion to stay or revoke all permits and stayed the lawsuit pending final resolution of the BZA Appeal.<sup>11</sup>

---

December 23, 2024. Reconsideration was likewise denied. *Id.*, Order dated January 17, 2025.

<sup>11</sup> Judge Rivers correctly determined that an action seeking a declaratory judgment as to impact of the BZA Order could not be decided where the BZA Order is on appeal and therefore not final. *See* Zoning Code § 155.982(C) ("Effect on Other Proceedings. An appeal stays all legal proceedings by the County relating to the action appealed from, unless the Zoning Administrator certifies to the Board of Zoning Appeals, after the appeal application has been filed, that a stay would cause an imminent peril to life and property."). Petitioner has since twice moved for reconsideration of Judge Rivers' order staying the action. Both motions were summarily denied before Respondents could even respond.

Second, on July 2, 2025, Merlyn Bivens<sup>12</sup> petitioned this Court to invoke its original jurisdiction to issue writs of mandamus and prohibition (Bivins Petition), requesting that the Court require the County to revoke permits issued to Silfab and ultimately halt its project. On July 21, 2025, before the undersigned could file its Return on behalf of the County, the Court declined to entertain the matter in its original jurisdiction.

Then, Dennis Floyd Bivins filed a lawsuit (Bivins Action) on October 24, 2025, seeking a declaratory judgment that the BZA Order, despite its lack of finality, prevents Silfab from continuing its development. The action also sought a permanent injunction, and—identical to the within Petition—writs of mandamus and prohibition similarly aimed at revoking Silfab’s permits and ultimately ceasing its operations.<sup>13</sup> *See supra* note 3.

\* \* \*

---

<sup>12</sup> On information and belief, and based on the County’s publicly available online property data, the correct spelling of Ms. Bivins’ last name is with an “i”, rather than an “e”, despite what appeared in the July 2, 2025 filing in this Court; thus, Respondents will refer to the prior petition for original jurisdiction by Ms. Bivins’ correct last name herein. On further information and belief, Merlyn Bivins is Dennis Bivins’ mother, and Mr. Buchanan is Merlyn Bivins’ son-in-law.

<sup>13</sup> Respondents emphasize that counsel for Petitioner (in this Court and the circuit court), Merlyn Bivins, Dennis Bivins, and Walter Buchanan are all the same, Mr. Halford. Petitioner’s membership list, cited in the Petition as comprising approximately 7,076 residents of York County, is neither publicly available nor has been provided to Respondents; therefore, the County has no way of verifying whether the Bivinses or Mr. Buchanan are members of CAGI.

Finally, on October 28, 2025, Petitioner duplicatively petitioned the Court in its original jurisdiction, pursuing writs of mandamus and prohibition on the same bases as was in the Bivins Petition and is currently pending in the Bivins Action. This Return follows.

## ARGUMENT

The Court should decline to exercise its discretion to entertain the Petition for several reasons. First, the Petition is duplicative. Second, as evidenced by the identical and related pending circuit court action, the underlying facts of this case do not warrant the sparing exercise of this Court's original jurisdiction. Finally, writs of mandamus and prohibition are both legally improper.<sup>14</sup>

### **I. The Petition should be dismissed as duplicative.**

As an initial matter, the Petition is duplicative of both the Bivins Action currently pending in circuit court and the Bivins Petition already rejected by the Court and, therefore, should be dismissed. *See* Rule 12(b)(8); *Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 105, 674 S.E.2d 524, 531 (Ct. App. 2009) (explaining dismissal under Rule 12(b)(8), SCRCP is “proper when there is (1) another action pending, (2) between the same parties, (3) for the same claim.”).

---

<sup>14</sup> While not specifically raised herein, Respondents reserve and do not waive their right to challenge Petitioner's associational standing to bring this action. Should the Court elect to entertain this matter in its original jurisdiction, Respondents reserve the right and intend to challenge Petitioner's standing in its answer to the complaint.

As in the Petition, the Bivins Action involves the pursuit of writs of mandamus and prohibition to ultimately halt Silfab's development. Those same claims were sought—and declined to be entertained by this Court—in the Bivins Petition just months ago. While the plaintiff and the petitioner in those matters, respectively, and Petitioner are distinct parties, they are all represented by the same attorney. In other words, the Petition amounts to counsel's third attempt at advancing the same legal arguments, seeking the same relief, to achieve the same result: to enjoin Silfab's development of the Parcel. Respectfully, Petitioner's counsel should not be allowed to evade the consequences of Rule 12(b)(8), SCRCF, merely because different—but related—litigants agreed to advance identical arguments all pursuing the same goal.<sup>15</sup>

For those reasons, the Court should dismiss the Petition.

---

<sup>15</sup> Although addressed via the legitimate concern of the constitutionality of associational standing, Justice Clarence Thomas recently highlighted the practical preclusion problems that are before the Court today. *See Food & Drug Admin. v. Alliance for Hippocratic Medicine*, 602 U.S. 367, 403 (2024) (Thomas, J., concurring) (“Associational standing might allow a member two bites at the apple—after an association’s claims are rejected, the underlying members might be able to assert the exact same issues or claims in a suit in their own names. In short, our associational-standing doctrine appears to create serious problems, both constitutional and otherwise.”).

## **II. The circumstances of this case do not warrant the Court's exercise of its original jurisdiction.**

The South Carolina Constitution vests this Court with the authority to issue extraordinary writs and entertain actions in its original jurisdiction. S.C. Const. art. V, § 5. However, “this Court’s primary function is to act as an appellate court to review appeals from the trial courts.” *Key v. Currie*, 305 S.C. 115, 116, 406 S.E.2d 356, 357 (1991). “The Supreme Court will not entertain matters in its original jurisdiction when the matter can be determined in a lower court in the first instance. . . .” Rule 245, SCACR. Consistent with Rule 245, the Court has indicated it will not entertain matters in its original jurisdiction where the matter can be entertained in the trial courts of this State. *See Key*, 305 S.C. at 116, 406 S.E.2d at 357 (“Only when there is an extraordinary reason such as a question of significant public interest or an emergency will this Court exercise its original jurisdiction.”). Here, this is not a hypothetical exercise, nor can Petitioner assert that seeking such relief in the lower courts would prove an undue burden, as the Bivins Action—asserting these same claims—is currently pending before the circuit court.

No extraordinary reason justifies the Court’s exercise of its original jurisdiction. In short, to secure the Court’s swift intervention, Petitioner manufactures an emergency and a jeopardized significant public interest. For instance, Petitioner accuses Silfab of improperly locating at the Parcel and operating without duly-issued permits. This is patently incorrect. *See supra* note 4. As set forth above, the County, by and through its governing body the County Council, has

taken official legislative action inducing Silfab to locate its operations at the Parcel. *See* Return Ex. C, Recitals 4 and 5. Additionally, Petitioner asserts Silfab has “transformed” its “distribution warehouse to a chemical manufacturing plant,” thereby exceeding the scope of its authorization from the County and “threaten[ing] adjacent schools and residents surrounding the site.” Pet. at 4. However, this too is unwarranted hyperbole. Although given scant mention in the Petition, Silfab intends to produce solar panels at the facility. The production process for these panels does involve the use of certain chemicals; however, Silfab has acquired the necessary permits for their storage, use, and wastewater disposal, as well as coordinated emergency response procedures and plans with the appropriate County personnel. In addition, contrary to the suppositions made by the Petition’s affiants, consisting of an apparently disgruntled former employee, as well as a CAGI member who works in the shipping industry but who has no first-hand knowledge of the Silfab’s facility or its operations, County inspectors have visited the Parcel multiple times during its development, including recently after the allegations of chemical storage were made, finding no evidence of Silfab’s storage of chemicals as alleged.

Moreover, through those multiple site visits, and other than the unrelated issues noted above, the County has verified Silfab’s construction activities and have not found any cause to permanently revoke or suspend the duly-issued permits. Though these are only a few examples, the Petition’s parade of horribles rests on assumptions and misstatements and thus fails to present a scenario warranting the Court’s limited exercise of its original jurisdiction. Indeed, the

Court has already (correctly) rejected these claims of significant public interest and perceived emergency in its handling of the Bivins Petition. It should do the same here.<sup>16</sup>

Without any emergency or significant public interest at stake, the issues presented by the Petition can be, and more appropriately would be, decided by a lower court in the first instance. In fact, as discussed, the issues and claims underlying Petitioner's request for these extraordinary writs are currently pending before the circuit court in three pending civil matters. Therefore, the standard for the exercise of the Court's original jurisdiction cannot be met.

### **III. Mandamus is improper in this case.**

Petitioner hopes this Court will require Respondents to issue a stop work order to Silfab because it believes Silfab is operating without a valid permit and is exceeding the scope of the approved use of the property. As explored above, these accusations are baseless. Beyond that, issuing a stop work order is an inherently governmental—not judicial—function that is discretionary; therefore, Respondents have no duty to act in the manner desired by Petitioner, rendering the request non-ministerial in nature. For that reason and more, mandamus cannot lie against Respondents.

It is axiomatic that “the primary purpose or function of a writ of mandamus is to enforce an estab-

---

<sup>16</sup> Even assuming the validity Petitioner's claims of public interest and perceived emergency, and the same to have been adequately articulated, it should not give rise to the Court exercising its original jurisdiction, where the underlying requests for extraordinary writs cannot be legally satisfied, which Respondents set forth below.

lished right, and to enforce a corresponding imperative duty created or imposed by law. . . . Its principal function is to command and execute, and not to inquire and adjudicate.” *Willimon v. City of Greenville*, 243 S.C. 82, 86–87, 132 S.E.2d 169, 170–71 (1963). Accordingly, to obtain a writ of mandamus requiring the performance of an act, the applicant must show (1) a duty of the opposing party to perform the act, (2) the ministerial nature of the act, (3) the applicant’s specific legal right for which discharge of the duty is necessary, and (4) a lack of any other legal remedy. *Redmond v. Lexington Cnty. Sch. Dist. No. 4*, 314 S.C. 431, 437, 445 S.E.2d 441, 445 (1994) (citing *Willimon*, 243 S.C. at 86–87, 132 S.E.2d at 170–71). In analyzing these factors, it must be emphasized that “[w]here for any reasons the duty to perform the act is doubtful, the obligation is not regarded as imperative, and the applicant will be left to his other remedies. So when the statute prescribing the duty does not clearly and directly create it, the writ will not lie. . . . Mandamus will not issue to enforce doubtful rights.” *Gardner v. Blackwell*, 167 S.C. 313, 321, 166 S.E. 338, 341 (1932).

First, Respondents have no duty to issue stop work orders. Section 155.1237(B)(5) of the York County Zoning Code states,

Stop Work. With or without revoking permits, *the County may issue a stop work order on any development, building, or structure on any land on which there is an uncorrected violation of a provision of this Chapter or a violation of a condition or qualification of a permit, certificate, approval, or other authorization previously granted by the County.*

(Emphasis added). Therefore, the decision to halt Silfab's development is within the County's discretion—it has no duty to do so.<sup>17</sup> Indeed, in this case, the County has exercised that discretion: as detailed above, the County has, in fact, acted to ensure that Silfab's development is in compliance with its ordinances, but the County, again in its discretion, has determined that the conditions set forth in section 155.1237(B)(5), justifying a permanent stop work order, have not been met in regard to the accusations made in the Petition. At its core, the Petition challenges the *manner* in which the County's has exercised its discretion, seeking an order compelling Respondents to cater to Petitioner's preferred outcome.<sup>18</sup>

Second, because Respondents have no legal duty to pause Silfab's project via a stop work order, it cannot be one that is ministerial. *See Edwards v. State*, 383 S.C. 82, 96, 678 S.E.2d 412, 419 (2009) (“A ministerial act or duty is one which a person performs because of a legal mandate which is defined with such precision as *to leave nothing to the exercise of discretion.*” (emphasis added)); *Sanford v. S.C. State Ethics Comm'n*, 385 S.C. 483, 495 n.4, 685 S.E.2d 600, 606 n.4 (2009) (“Discretionary authority, however, is insufficient for mandamus.” (citing *Redmond*, 314

---

<sup>17</sup> Despite Petitioner's repeated statements to the contrary, nor does the County have an obligation to stop Silfab's project based on the BZA Order, for it is not final and pending in the circuit court and its import on the prior specific approval Silfab received is dubious.

<sup>18</sup> Such a result would improperly entangle the judiciary in the legislative and governmental decision-making of the County, offending foundational separation of powers principles. *See* S.C. Const. art. I, § 8.

S.C. at 438, 445 S.E.2d at 445 (stating a writ of mandamus is inappropriate for a discretionary authority))).

Third, Petitioner has no specific legal right to a stop work directive aimed at Silfab. For one thing, by definition, one cannot claim entitlement to a discretionary act. For another, Petitioner has not cited any case law demonstrating it has a clearly established right to the desired act. *See Charleston Cnty. Sch. Dist. v. Charleston Cnty. Election Comm'n*, 336 S.C. 174, 184, 519 S.E.2d 567, 573 (1999) (finding the school district failed to demonstrate a clearly established right to force the county election commission to distribute a supplemental ballot handout when the district failed to cite any statute or case demonstrating such a right). An interest in a desired outcome does not equate to a legally cognizable right to that outcome.

Finally, other remedies are available to Petitioner in its continued pursuit of stopping the County-approved development. In fact, it is already availing itself to one. That is, Petitioner has a pending declaratory judgment action ultimately challenging Silfab's development.<sup>19</sup> *Cf. Charleston Cnty. Sch. Dist.*, 336 S.C. at 184, 519 S.E.2d at 573 (finding that because the case could have been resolved under the Uniform Declaratory Judgments Act, the school district had another legal remedy such that mandamus was

---

<sup>19</sup> *See supra* note 3. Specifically, in that action, Petitioner seeks a determination as to whether a subsequent zoning interpretation controls over a specific prior zoning verification. However, again, that matter has been stayed pending resolution of the BZA Appeal currently in the circuit court.

improper). Not to mention the other two pending circuit court actions each seeking that same goal. *See supra* note 3.

All in all, the circumstances presented here fall far short of those meriting such extraordinary relief as mandamus.

#### **IV. A writ of prohibition cannot lie against Respondents.**

Respondents neither act as a court, court officials, or officers, nor do they exercise any manner of judicial or quasi-judicial powers; therefore, a writ of prohibition cannot lie against them.

“A writ of prohibition may issue in a proper case to restrain a *judicial act*; and, on the other hand it will, according to the weight of authority, ordinarily issue only to restrain the exercise or performance of *judicial functions or acts, or acts which are quasi-judicial in their character.*” *Holladay v. Hodge*, 84 S.C. 91, 95, 65 S.E. 952 (1909) (emphasis added). “The ancient prerogative writ of prohibition . . . should be used with forbearance [sic] and caution, and only in cases of necessity.” *Ex Parte Jones, et al.*, 160 S.C. 63, 158 S.E. 134, 137 (1931); *see also New S. Life Ins. Co. v. Lindsay*, 258 S.C. 198, 187 S.E.2d 794 (1972). The writ’s principal modern use, generally, “is to prevent the assumption and exercise of jurisdiction by an *inferior court or tribunal* in cases where wrong, damage, and injustice are liable to follow such action.” *Jones*, 160 S.C. 63, 158 S.E. 134 (emphasis added).

With regard to the function and scope of the writ, it has been settled in this state from an early period that it will only lie to prevent an encroachment, excess, usurpation, or

improper assumption of jurisdiction on the part of an *inferior court or tribunal*, or to prevent some great outrage upon the settled principles of law and procedure; but, if the *inferior court or tribunal* has jurisdiction of the person and subject-matter of the controversy, the writ will not lie to correct errors and irregularities in procedure, or to prevent an erroneous decision or an enforcement of an erroneous judgment, or even in cases of encroachment, usurpation, and abuse of *judicial power* or the improper assumption of jurisdiction, where an adequate and applicable remedy by appeal, writ of error, certiorari, or other prescribed methods of review are available.

*Id.* (emphasis added); see *Lindsay*, 258 S.C. 198, 187 S.E.2d 794. Therefore, the writ is primarily used to “prevent the assumption and exercise of jurisdiction by a *lower tribunal* in cases where wrong, damage, and injustice are liable to follow such action.” *State Bd. of Bank Control v. Sease*, 188 S.C. 133, 198 S.E. 602 (1938) (emphasis added).

In other words, it is well settled that the context in which a writ of prohibition may conceivably lie is that which involves lower courts, court officials, or officers that exercise judicial or quasi-judicial powers. That context is absent here. Despite this being the third time that counsel has sought a writ of prohibition against these parties in a matter of months, it is apparent that this base level of research has not been undertaken. *Cf.* Rule 11, SCRCP (“The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the

pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for delay.”). Again, Respondents—performing governmental functions—neither act as courts, court officials, or officers, nor do they exercise any manner of judicial or quasi-judicial powers. That being the case, Petitioner’s misguided pursuit of a writ of prohibition must fail.

### CONCLUSION

To stop a county-approved development it disfavors, Petitioner misleadingly crafts a scenario designed to secure the Court’s intervention. A review of the complete story here reveals a much different picture. Challenges to county actions must be based on legal or constitutional grounds—not mere disagreement with policy and duly adopted legislative action. Neither basis is present in the Petition. Therefore, Respondents respectfully urge the Court to deny the Petition.

Respectfully submitted,

/s/ Chad N. Johnston

Chad N. Johnston

(S.C. Bar No. 73752)

Samantha J. Dorward

(S.C. Bar No. 106310)

Burr & Forman LLP

1221 Main Street, Suite 1800 (29201)

P.O. Box 11390

Columbia, SC 29211

(803) 799-9800

cjohnston@burr.com

sdorward@burr.com

App.75a

Jonathan M. Robinson  
(S.C. Bar No. 68285)  
Austin T. Reed  
(S.C. Bar No. 102808)  
Smith Robinson, LLC  
3200 Devine Street  
Columbia, South Carolina 29205  
(803) 254-5445  
jon.robinson@smithrobinsonlaw.com  
austin.reed@smithrobinsonlaw.com

*Attorneys for Respondents York  
County Management by and through  
Joshua Edwards, Manager; Josh  
Reinhardt, York County Development  
Services Department; and Jonathan  
Buono, Director of York County  
Planning & Development*

November 20, 2025  
Columbia, South Carolina

**RESPONDENTS' EXHIBITS**

---

**EXHIBIT A  
YORK COUNTY LETTER DESCRIBING THE  
LIGHT INDUSTRIAL DISTRICT (LI)**

[Logo: York County South Carolina]

[Logo: Planning & Development Services – York  
County, SC]

December 27, 2022

Judi Quinby  
3343 Peachtree Rd NE Suite 1600  
Atlanta GA 30326

Ref: Zoning Verification for 7190000201

To whom it may concern,

This letter is written to inform you that the laws and regulations of York County, South Carolina govern the referenced property, tax map parcel 7190000201. The property is located 7149 Logistics Lane in the Fort Mill community. It is currently owned by RG Baxter Lane LLC. The property zoned Light Industrial District (LI).

The intent of the Light Industrial District (LI) is to create and protect industrial areas for light manufacturing and distribution. LI is intended to accommodate less intensive industrial uses with operations primarily conducted indoors. The district's less intensive uses protect nearby residential areas from the encroachment of heavy industrial uses. Whenever possible, this district should be separate from residential districts by natural or structural boundaries such as drainage channels, sharp breaks in topography, strips of vegetation, traffic arteries,

## App.77a

and similar features. LI is generally appropriate for areas designated as Industrial, Employment Center, or I-77 Corridor Employment on the Future Land Use Map.

Within the Light Industrial District (LI) zoning district Electrical Equipment, Appliance, And Component Manufacturing as defined below is a permitted use.

Electrical Equipment, Appliance, And Component Manufacturing: Establishments that manufacture products that generate, distribute, and use electrical power, such as electric lamp bulbs, lighting fixtures, and parts; small and major electrical appliances and parts; electric motors, generators, transformers, and switchgear apparatus; and batteries, wire, and wiring devices.

The use as described in your request (manufacturing of photovoltaic cells and PV modules) is considered electrical equipment, appliance, and component manufacturing and is therefore principally permitted. Please be advised that establishment of this use at the site will require civil site plan review.

This letter does not constitute a permit. This letter only states that the site can, with the proper permits, be used for the aforementioned use. All of this information is determined by the York County, South Carolina Code of Ordinance. If you need any additional information regarding this, please feel free to contact me at (803) 909-7235.

App.78a

Best Regards,

/s/ Emily Stephens

York County Zoning Technician

18 W. Liberty Street, PO Box 96, York,  
South Carolina 29745-0096

Phone: (803) 909-7200 Toll Free: (800) 922-7271

Fax: (803) 909-7227

---

**EXHIBIT B**  
**Ordinance No. 6623**

Ordinance No. 6623

Date Adopted: September 18, 2023

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN YORK COUNTY, SOUTH CAROLINA (THE "COUNTY"), SILFAB SOLAR CELLS SC INC., AND SILFAB SOLAR PV SC INC., COMPANIES PREVIOUSLY AND COLLECTIVELY IDENTIFIED AS "PROJECT MOUNTAINE", WITH RESPECT TO CERTAIN PROPERTY, INCLUDING, WITHOUT LIMITATION, ECONOMIC DEVELOPMENT PROPERTY, IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF AD VALOREM TAXES; AND OTHER MATTERS RELATED

THERETO.

WHEREAS, YORK COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) (collectively, the “Act”), and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with qualifying industry to encourage investment and projects constituting economic development property to which the industrial development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain payments in lieu of ad valorem taxes (“FILOT”) with respect to such investment; and, (iii) to create, in conjunction with one or more other counties in the State, a multi-county industrial or business park (a “Multi-County Park”), in order to afford certain enhanced income tax credits to such industry; and

WHEREAS, Silfab Solar Cells SC Inc. and Silfab Solar PV SC Inc., both South Carolina corporations previously identified collectively as Project Mountaine, and each acting for itself, one or more affiliates, and/or other project sponsors (each, a “Company” and collectively, the “Companies”), is considering the establishment and/or expansion of certain manufacturing and

related facilities at one or more locations in the County (the “Project”), and anticipates that, should its plans proceed as expected, the Companies will invest, or cause to be invested, at least \$150,000,000, in the aggregate, in the County at the Project site and will create, or cause to be created, at least 800 net, new full-time jobs, in the aggregate, in connection therewith, all within a period commencing on the first day that Project expenses have been, or will be, incurred and ending on the eighth anniversary of the last day of the property tax year in which any portion of the Project is first placed in service; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the site on which the Project is or will be located, to the extent not already therein located, to be located in a Multi-County Park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Companies that the Project would qualify as a “project” and “economic development property” as such terms are defined in the Negotiated FILOT Act and the Project would meet all other requirements of the Act and serve the purposes of the Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Companies to locate the Project in the County, the County Council is enacting this Ordinance, which Ordinance is also intended to serve as an “inducement resolution” for purposes of Section 12-44-30(11) of the Negotiated FILOT Act, whereby the County agrees to

provide the benefits of a FILOT and a Multi-County Park with respect to the Project, all as set forth in greater detail in a Fee in Lieu of Tax and Incentive Agreement (the “Fee Agreement”) by and between the County and the Companies; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

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

Section 1. Based on information supplied by the Companies, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the Negotiated FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Negotiated FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

- (c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) 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; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Manager are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Companies and cause a copy of the same to be delivered to the York County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Manager, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Manager and the Clerk to County Council, 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 thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions 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 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[End of Ordinance]

ENACTED in meeting duly assembled this 18th day of September, 2023.

YORK COUNTY, SOUTH CAROLINA

By: /s/ Christi Cox  
Chairwoman of County Council  
York County, South Carolina

ATTEST:

By: /s/ David Hudspeth  
County Manager  
York County, South Carolina

First Reading: March 6, 2023  
Second Reading: August 21, 2023  
Public Hearing: August 21, 2023  
Third Reading: September 18, 2023

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

I, the undersigned Clerk to County Council of York County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of March 6, 2023, August 21, 2023, and September 18, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

{signature not legible}  
Clerk to County Council,  
York County, South Carolina

Dated: 12-19, 2023

---

**EXHIBIT C  
FEE IN LIEU OF TAX AND  
INCENTIVE AGREEMENT**

**FEE IN LIEU OF TAX AND INCENTIVE  
AGREEMENT**

By and Between

YORK COUNTY, SOUTH CAROLINA,  
SILFAB SOLAR CELLS SC INC. and  
SILFAB SOLAR PV SC INC.

---

Dated as of September 18, 2023

---

**[TOC Omitted]**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Incentive Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Incentive Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name(s): Silfab Solar Cells SC Inc.  
and Silfab Solar PV SC Inc.

Project Name: Project Mountie

Projected Investment: \$150,000,000

Projected Jobs: 800

Location (Street): 7149 Logistics Lane, Fort Mill, SC 29715

Tax Map No.: 7190000201

**1. FILOT**

Required Investment: \$150,000,000 (if create 125 jobs) or, alternatively,

\$400,000,000 (for 4% assessment ratio)

Required Jobs

125 (if required for 4% assessment ratio)

Investment Period

Ends, initially, eight (8) years from the Commencement Date (as defined herein)

Ordinance No./Date:

No. [\_\_\_], September 18, 2023

Assessment Ratio: 4%

Term (Years): 30 years for each annual Phase (as defined herein)

Adjustable Millage: Five (5) year adjustable

Net Present Value (\*If yes, discount rate): N/A

Clawback Information: See Section 4.03

**2. MCIP**

Included in an MCIP: Yes

If Yes, Name and Date: Agreement for Development of Joint County Industrial and Business Park (York and Chester Counties) dated as of November 11, 2002, as supplemented, modified, amended, or replaced from

time to time.

**3. SSRC**

Percentage of Fees: N/A

No. of Years: N/A

Clawback Information: N/A

4. Other information: N/A

**FEE IN LIEU OF TAX  
AND INCENTIVE AGREEMENT**

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “Agreement”) is made and entered into as of September 18, 2023 by and between YORK 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 York County Council (the “Council”) as the governing body of the County, SILFAB SOLAR CELLS SC INC., and SILFAB SOLAR PV SC INC., both South Carolina corporations previously identified collectively as Project Mountie, and each acting for itself, one or more affiliates, and/or other project sponsors (each, a “Company” and collectively, the “Companies”).

**RECITALS**

1. The County, acting by and through the Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “MCIP Act”), and together with the Negotiated FILOT Act, the “Act”) and by Article VIII, Section 13(D) of the South

Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and (iii) to place property in a joint county industrial or business park (a “Multi-County Park”) created with an adjoining county in the State pursuant to an agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution in order to allow for certain enhanced income tax credits to investors.

2. The Companies are considering the establishment and/or expansion of certain manufacturing and related facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, the Companies will invest, or cause to be invested, in the aggregate, at least \$150,000,000 in the Project and will create, or cause to be created, in the aggregate, at least 800 new, full-time jobs within the County, all by the end of the Enhanced Investment Period (as defined herein) and as set forth in greater detail in this Agreement.

3. Based on information supplied by the Companies, the Council has evaluated the Project based on certain criteria including, but not limited to,

the purposes of the Project, the anticipated dollar amount and nature of the investment, the employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(11) of the Negotiated FILOT Act, the County finds that: (a) 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; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (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.

4. The Project is located, or if not so located as of the date of this Agreement, the County intends to use its best efforts to locate the Project, in a Multi-County Park.

5. The County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions set forth herein, and by Ordinance No. [ ] enacted by the Council on September 18, 2023 (the "Ordinance"), which Ordinance also serves as an "inducement resolution" for the purposes of Section 12-44-30(11) of the Negotiated FILOT Act, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by refer-

ence, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Companies which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

#### **Section 1.01 Definitions**

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

“Act” shall mean, collectively, the Negotiated FILOT Act and the MCIP Act.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Agreement including, without limitation, reasonable attorneys’ fees and costs; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Companies a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of any Company (or with respect to a Sponsor Affiliate(s), such Sponsor Affiliate(s)) or which is owned in whole or in part by any Company (or with

## App.91a

respect to a Sponsor Affiliate(s), such Sponsor Affiliate(s)), or by any partner, member or owner of any Company (or with respect to a Sponsor Affiliate(s), such Sponsor Affiliate(s)), as well as any subsidiary, affiliate, individual or entity who bears a relationship to any Company (or with respect to a Sponsor Affiliate(s), such Sponsor Affiliate(s)), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement, as originally executed and from time to time as supplemented or amended, as permitted herein.

“Cell Company” shall mean Silfab Solar Cells SC Inc., a South Carolina corporation previously identified, together with the Module Company, as Project Mountie, 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 Cell Company, subject to the Transfer Provisions (defined below) and any and all other notice and approval rights of the County, if any, as provided herein or under the Negotiated FILOT Act.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“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 shall not be later than the last day of the Property Tax Year which is three (3) years from the year in which the County and the Companies enter into this Agreement.

App.92a

“Company” shall mean each of the Cell Company and the Module Company, each with respect to its respective portion of the Project.

“Companies” shall mean the Cell Company and the Module Company collectively.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

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

“County Manager” shall mean the York County Manager, or the person holding any successor office of the County.

“County Assessor” shall mean the York County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the York County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the York County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03 hereof.

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

“Diminution in Value” in respect 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 4.01(a) of this Agreement, of the items which constitute a part of the Project and which are subject to FILOT Payments which may be caused by any Company’s or any Sponsor Affiliate(s)’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“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 Negotiated FILOT Act and which are placed in service during the Investment Period, as selected and identified by any Company or any Sponsor Affiliate(s) in its annual filings of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Enhanced Investment Period” shall mean the period commencing with the first day that Economic Development Property is purchased or acquired, whether before or after the date of this Agreement, and ending eight (8) years after the Commencement Date, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act.

“Enhanced Investment Minimum Requirement” shall mean, by the end of the Enhanced Investment Period, either (a) aggregate investment by the Companies and any Sponsor Affiliate(s) in the Project of at least \$400,000,000, or (b)(i) aggregate investment by the Companies and any Sponsor Affiliate(s) in the Project of at least \$150,000,000 and (ii) the creation of at least 125 new, full-time jobs at the Project.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“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 portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are multiple Phases of the Project, the Exemption Period applies to each such Phase.

“Existing Property” shall mean property which will not qualify for the negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to ad valorem taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by or on behalf of any Company or any Sponsor Affiliate(s)

during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that ad valorem taxes have heretofore been paid in respect to such property; or (b) property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval from the County, including the Ordinance, prior to execution of this Agreement, pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Economic Development Property; (c) property purchased by or on behalf of any Company or any Sponsor Affiliate(s) during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that such Company or such other Sponsor Affiliate(s) invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (b); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“FILOT” or “FILOT Payments” shall mean the amount paid or to be paid in lieu of ad valorem property taxes as provided herein, whether pursuant to the Negotiated FILOT Act or the MCIP Act.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by each Company and any Sponsor Affiliate(s), as the case may be, or, alternatively, of at least \$5,000,000 by the Companies and any Sponsor Affiliate(s), in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, building upfit and renovations, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Investment Period” shall mean, and shall be equal to, the Enhanced Investment Period, unless the provisions of Section 4.03(a) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of Joint County Industrial and Business Park (York and Chester Counties) dated as of November 11, 2002, as supplemented, modified, amended, or replaced from time to time.

“Module Company” shall mean Silfab Solar PV SC Inc., a South Carolina corporation previously identified, together with the Cell Company, as Project Mountie, 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 Module Company, subject to the Transfer Provisions (defined below) and any and all other notice and approval rights of the County, if any, as provided herein or under the Negotiated FILOT Act.

“Multi-County Park” shall mean: (i) the joint county industrial park (York County and Chester County) established pursuant to the terms of the MCIP Agreement; and, (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Economic Development Property, such property to include: (i) Existing Property; (ii) except as to Replacement Property, property which any Company or Sponsor Affiliate(s) places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which any Company or Sponsor Affiliate(s) has terminated the FILOT as provided herein.

“Phase” or “Phases” in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Improvements and equipment that any Company or any Sponsor Affiliate(s) determines to be necessary, suitable or useful for the purposes described in Sections

2.02(b) and 2.03(b) hereof, to the extent determined by any Company and any Sponsor Affiliate(s) to be a part of the Project, and any Replacement Property, but excluding Non-Qualifying Property, all to the extent, other than with respect to Replacement Property, such real and personal property is placed in service within the Investment Period.

“Property Tax Year” shall mean, with respect to any Company or any Sponsor Affiliate(s), the annual period which is equal to the fiscal year of such Company or such Sponsor Affiliate(s), as the case may be, *i.e.*, with respect to the Cell Company, the annual period ending on December 31 of each year, and, with respect to the Module Company, the annual period ending on December 31 of each year.

“Removed Components” shall mean components of the Project or portions thereof which any Company or any Sponsor Affiliate(s) elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of equipment or any Improvements previously subject to this 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 or any Improvements to the fullest extent that the Negotiated FILOT Act permits, all as set forth in Section 12-44-60 of the Negotiated FILOT Act.

“Sponsor Affiliate(s)” shall mean an entity that joins with the Companies and that participates in the investment in, or financing of, the Project and which

meets the requirements under the Negotiated FILOT Act to be entitled to the benefits of this Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof. As of the original execution and delivery of this Agreement, there are no Sponsor Affiliates.

“Standard Investment Period” shall mean the period commencing with the first day that Economic Development Property is purchased or acquired, whether before or after the date of this Agreement, and ending five (5) years after the Commencement Date, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, and subject to the provisions of Section 4.03(d) hereof, the end of the last day of the Property Tax Year which is the twenty-ninth (29th) year following the first Property Tax Year in which such Phase of the Project is placed in service, provided that in such event, and subject to the provisions of Section 4.03(d) hereof, the intention of the parties is that the Companies will make at least thirty (30) annual FILOT Payments under Article IV hereof with respect to each Phase of the Project, and provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the effective date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining

County consent to certain transfers and such other provisions contained herein which may grant the County any notice or approval rights including, but not limited to, the provisions contained in Sections 5.05 and 5.09 below.

“Weighted Average Wage Requirement” shall mean the creation of at least 125 new, full-time jobs at the Project by the end of the Enhanced Investment Period with an aggregate weighted average hourly wage of at least \$22.00/hour, when utilizing a 2000-hour work year.

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

### **Section 1.02 Project-Related Investments**

The term “investment” or “invest” as used herein shall include not only investments made by the Companies and any Sponsor Affiliate(s), but also to the fullest extent permitted by law, those investments made by or for the benefit of the Companies or any Sponsor Affiliate(s) with respect to the Project through federal, state, or local grants, to the extent such investments are subject to ad valorem taxes or FILOT Payments by the Companies or any Sponsor Affiliate(s).

## **ARTICLE II**

### **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

#### **Section 2.01 Representations, Warranties, and Agreements of the County**

## App.101a

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 Council as its governing body. The County has duly authorized the execution and delivery of this 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 upon representations by the Companies, the Project constitutes a “project” within the meaning of the Negotiated FILOT Act.

(c) The County has agreed that each item of real and tangible personal property which is selected for inclusion in the Project by any Company or any Sponsor Affiliate(s) and which is eligible to be Economic Development Property, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property (but excluding any Non-Qualifying Property and any Removed Components) shall be considered Economic Development Property.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 414.2 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2022, as permitted under Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii)

of the Negotiated FILOT Act, during the Exemption Period to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(e) The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a Multi-County Park pursuant to the provisions of the MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Companies and any Sponsor Affiliate(s) to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks.

## **Section 2.02 Representations, Warranties, and Agreements of the Cell Company**

The Cell Company hereby represents, warrants, and agrees as follows:

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

(b) The Cell Company intends to operate the Project as a “project” within the meaning of the Negotiated FILOT Act as in effect on the date hereof. The Cell Company intends to operate the Project for the purpose of manufacturing solar cells, solar modules, and related activities, and for such other purposes that the Negotiated FILOT Act permits as the Companies may deem appropriate.

(c) The execution and delivery of this Agreement by the County has been instrumental in inducing the Cell Company to locate the Project in the County.

(d) The Cell Company, together with the Module Company and any Sponsor Affiliate(s), will use commercially reasonable efforts to meet, or cause to be met, the Enhanced Investment Minimum Requirement within the Enhanced Investment Period.

### **Section 2.03 Representations, Warranties, and Agreements of the Module Company**

The Module Company hereby represents, warrants, and agrees as follows:

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

(b) The Module Company intends that the Project be operated as a “project” within the meaning of the Negotiated FILOT Act as in effect on the date hereof. The Module Company intends that the Project be operated for the purpose of manufacturing solar cells, solar modules, and related activities, and for such other purposes that the Negotiated FILOT Act permits as the Companies may deem appropriate.

(c) The execution and delivery of this Agreement by the County has been instrumental in inducing the Module Company to locate the Project in the County.

(d) The Module Company, together with the Cell Company and any Sponsor Affiliate(s), will use commercially reasonable efforts to meet, or cause to be

met, the Enhanced Investment Minimum Requirement within the Enhanced Investment Period.

**ARTICLE III**  
**COMMENCEMENT AND**  
**COMPLETION OF THE PROJECT**

**Section 3.01 The Project**

(a) The Companies intend and expect, together with any Sponsor Affiliate(s), to: (i) construct and acquire the Project as shall be determined in their sole discretion; and, (ii) meet the Enhanced Investment Minimum Requirement by the end of the Enhanced Investment Period. The Companies anticipate that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

(b) Pursuant to the Negotiated FILOT Act and subject to Section 4.01 hereof, the Companies and the County hereby agree that the Companies and any Sponsor Affiliate(s) shall identify annually those assets which are eligible for FILOT Payments under the Negotiated FILOT Act and which any Company or any Sponsor Affiliate(s) elects for such treatment by listing such assets in its annual PT-300S 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 Agreement to the contrary notwithstanding, the Companies and any Sponsor Affiliate(s) shall not be obligated to complete the acquisition of the Project; provided, however, if the Companies, together with any Sponsor

Affiliate(s), do not meet the Enhanced Investment Minimum Requirement within the Enhanced Investment Period, the provisions of Section 4.03 hereof shall control.

(c) Any Company may add to the Land such real property, located in the same taxing district in the County as the Land designated as of the original execution and delivery of this Agreement, as such Company, in its discretion, deems useful or desirable. In such event, such Company, at its expense, shall deliver an appropriately revised Exhibit A to this Agreement, in form reasonably acceptable to the County.

### **Section 3.02 Diligent Completion**

The Companies agree to use their reasonable efforts to cause the completion of the Project, as shall be determined in their sole discretion, as soon as practicable, but in any event on or prior to the end of the Investment Period.

### **Section 3.03 Filings and Reports**

(a) Each year during the term of the Agreement, each Company and any Sponsor Affiliate(s) 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 its respective portion of the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Companies shall cause a copy of this 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, and to their

counterparts in the partner county to the MCIP Agreement, the County Manager and the Department within thirty (30) days after the date of execution and delivery of this Agreement by all parties thereto.

(c) Each Company and any Sponsor Affiliate(s) agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of its respective portion of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by such Company and any such Sponsor Affiliate(s) in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

## **ARTICLE IV**

### **FILOT PAYMENTS**

#### **Section 4.01 FILOT Payments**

(a) Pursuant to Section 12-44-50 of the Negotiated FILOT Act, each Company and any Sponsor Affiliate(s), as applicable, are required to make payments in lieu of ad valorem taxes to the County with respect to the Economic Development Property. Inasmuch as the Companies anticipate an initial investment of sums sufficient for all, or a portion of, the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Negotiated FILOT Act, the County and the Companies have negotiated the amount of the FILOT Payments in accordance therewith. Each Company and any Sponsor Affiliate(s), as applicable, shall make payments in lieu of ad valorem taxes on all

Economic Development Property which comprises its respective portion of the Project and is placed in service, as follows: each Company and any Sponsor Affiliate(s), as applicable, shall make payments in lieu of ad valorem taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property it places in service during the Investment Period, said payments to be made annually and to be due and payable based on property tax 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 required by the Negotiated FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Investment 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 Negotiated FILOT Act defines such term, that any Company and any Sponsor Affiliate(s) obtains by construction or purchase in an arms-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 Exemption Period remains the fair market value of the real property and improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to any Company and to any Sponsor Affiliate(s) if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Negotiated FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of four percent (4%) or, in the event that the Companies, together with any Sponsor Affiliate(s), fail to meet the Enhanced Investment Minimum Requirement by the end of the Enhanced Investment Period, 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 Phase of the Economic Development Property) in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years in which the Negotiated FILOT Act permits any Company and any Sponsor Affiliate(s) to make annual FILOT Payments.

Step 3: Use an initial millage rate of 414.2 mills, which millage rate shall be adjusted every five (5) years in accordance with Section 12-44-50(A)(1)(b)(ii) of the Negotiated FILOT Act, during the Exemption Period, and applied against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Negotiated FILOT Act and/or the herein-described FILOT Payments 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 thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Companies and any Sponsor Affiliate(s) the benefits to be derived herefrom, the intention of the County being to offer the Companies and such Sponsor Affiliate(s) 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 Agreement shall terminate, and the Companies and any Sponsor Affiliate(s) 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 Companies and such Sponsor Affiliate(s). Any amount determined to be due and owing to the County from any Company and any Sponsor Affiliate(s), with respect to a year or years for which such Company or such Sponsor Affiliate(s) previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which such Company or such Sponsor Affiliate(s) would be entitled if the Economic Development Property had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments such Company or such Sponsor Affiliate(s) had made with respect to its respective portion of the Project pursuant to the terms hereof.

**Section 4.02 [Reserved]**

**Section 4.03 Failure to Achieve Minimum  
Investment Requirements; Failure to Achieve  
Weighted Average Wage Requirement**

(a) In the event the Enhanced Investment Minimum Requirement is not met by the end of the Enhanced Investment Period, then, so long as the FILOT Act Minimum Investment Requirement has been met by the end of the Standard Investment Period, beginning with the FILOT Payment due January 15 of the second (2nd) year following the final year of the Enhanced Investment Period, the FILOT Payments due shall be prospectively computed in the manner set forth in Section 4.01(a) hereof, except that an assessment ratio of six percent (6%) shall be substituted for four percent (4%). Further, in such event, (A) the Companies and any Sponsor Affiliate(s) shall make, or cause to be made, payment to the County of (i) an amount equal to the difference between the net FILOT Payments theretofore made by the Companies and such Sponsor Affiliate(s) with respect to the portions of the Project placed in service during the Standard Investment Period and the net FILOT Payments which would have been theretofore due from the Companies and such Sponsor Affiliate(s) with respect to the Project had the assessment ratio of six percent (6%) been applied, plus (ii) an amount equal to the Deficiency Amount (herein, and hereinafter, as defined below) with respect to the remaining portion of the Project (that is, the portion placed in service after the Standard Investment Period but before the end of the Enhanced Investment Period), with interest on such Deficiency Amount at the statutory rate for the late payment of ad valorem taxes, and (B) the Investment Period hereunder shall be deemed to be the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before

the second (2nd) January 15 following the last day of the Enhanced Investment Period.

(b) In the event the Enhanced Investment Minimum Requirement is not met by the end of the Enhanced Investment Period and the FILOT Act Minimum Investment Requirement is not met by the end of the Standard Investment Period, this Agreement shall terminate and the Companies and any Sponsor Affiliate(s) shall be obligated to pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes, or FILOT Payments due pursuant to the MCIP Act, as applicable, as would result from taxes levied on the Project by the County, any 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 Companies and such Sponsor Affiliate(s) would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT Payments the Companies and such Sponsor Affiliate(s) have made with respect to the Economic Development Property (such excess, a "Deficiency Amount") for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing provisions of this Section shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(c) As a condition to the FILOT benefit provided herein, the Companies agree to provide the County Manager, the County Assessor, the County Auditor

and the County Treasurer with an annual certification as to investment in the Project, and the cumulative number of new, full-time jobs created at the Project, by the Companies and any Sponsor Affiliate(s). Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

(d) In the event the Weighted Average Wage Requirement is not met by the end of the Enhanced Investment Period, the Termination Date shall automatically be reduced to the end of the last day of the Property Tax Year which is the twenty-fourth (24th) year following the first Property Tax Year in which such Phase of the Project is placed in service, such that the intention of the parties in such event would be that the Companies would make at least twenty-five (25) annual FILOT Payments under Article IV hereof with respect to each Phase of the Project; provided further, that if this Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the effective date of such termination. As a means of memorializing satisfaction of the Weighted Average Wage Requirement, the Companies agree to provide, on or before the end of the Enhanced Investment Period, written documentation to the County Economic Development Director reasonably reflecting satisfaction of the Weighted Average Wage Requirement.

#### **Section 4.04 Removal of Equipment**

Subject, always, to the other terms and provisions of this Agreement, each Company and any Sponsor Affiliate(s) shall be entitled to remove and dispose of components of the Project from the Project in its sole

discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such components constitute Economic Development Property, shall no longer be subject to the terms of this Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to ad valorem property taxes to the extent such property remains in the State and is otherwise subject to ad valorem property taxes.

#### **Section 4.05 FILOT Payments on Replacement Property**

If any Company or any Sponsor Affiliate(s) elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or any Company or any Sponsor Affiliate(s) otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the Negotiated FILOT Act, such Company or such Sponsor Affiliate(s) 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 FILOT, 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 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 FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

**Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement**

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment with regard to 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 as determined pursuant to Step 1 of Section 4.01(a) hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of

the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Companies and any Sponsor Affiliate(s) shall thereafter commence to pay regular ad valorem taxes thereon, calculated as set forth in Section 4.01(b) hereof.

**ARTICLE V**  
**PARTICULAR COVENANTS**  
**AND AGREEMENTS**

**Section 5.01 Cessation of Operations**

Notwithstanding any other provision of this Agreement, each Company and any Sponsor Affiliate(s) acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Companies cease operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility comprised in whole, or in part, by the Project or the cessation of commercial operations at the Project, in either case, following commencement of commercial operations, for a continuous period of twelve (12) months. The provisions of Section 4.03(b) hereof relating to retroactive payments shall apply, if applicable, if this Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each Company and any Sponsor Affiliate(s) agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to any Company or any Sponsor Affiliate(s).

### **Section 5.02 Rights to Inspect**

Each Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect any Company's South Carolina property tax returns, as filed, with respect to its respective portion of the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Companies shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

### **Section 5.03 Confidentiality**

The County acknowledges and understands that the Companies and any Sponsor Affiliate(s) may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information"). In this regard, any Company and any Sponsor Affiliate(s) may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Companies and any Sponsor Affiliate(s) acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on

request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from any Company or any Sponsor Affiliate(s) to any third party, the County agrees to provide such Company and such Sponsor Affiliate(s) with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by such Company and such Sponsor Affiliate(s) to obtain judicial or other relief from such disclosure requirement.

#### **Section 5.04 Limitation of County's 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 any Company from enforcing its rights hereunder by suit for mandamus or specific performance.

#### **Section 5.05 Mergers, Reorganizations and Equity Transfers**

Each of the Companies and any Sponsor Affiliate(s) acknowledges that any mergers, reorganizations or consolidations of such Company and such Sponsor Affiliate(s) may cause the Project to become ineligible for FILOT Payments under the Negotiated FILOT Act absent compliance by such Company and such Sponsor Affiliate(s) with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the Negotiated FILOT Act or any successor provision, any financing arrangements entered into by any Company or any Sponsor Affiliate(s) with respect to the Project and any security interests granted by such

Company or such Sponsor Affiliate(s) in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions.

### **Section 5.06 Indemnification Covenants**

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Companies agree to indemnify, defend and save the County, its Council members, elected officials, officers, employees, servants and agents (each, an “Indemnified Party”, and collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by any Company or any Sponsor Affiliate(s), their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Agreement, and, the Companies further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Agreement from (i) entering into and performing its obligations under this Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of any Company or any Sponsor Affiliate(s) in the performance of any of its obligations under this Agreement, (iv) any act of negligence of any Company or any Sponsor Affiliate(s) or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of any Company or any Sponsor Affiliate(s), or any agents, contractors, servants, employees or licensees of any assignee or lessee of any Company or any Sponsor Affiliate(s), or (vi) any environmental violation, condition, or effect with respect to the Project. The Companies shall indemnify, defend and save the County harmless

from and against all costs and expenses including, but not limited to, reasonable attorneys' fees incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Companies shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by any Company or any Sponsor Affiliate(s), or by reason of the County's relationship to the Project or by the operation of the Project by any Company or any Sponsor Affiliate(s), including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Companies shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses including, but not limited to, reasonable attorneys' fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Companies shall defend them in any such action or proceeding with legal counsel selected by the Companies and acceptable to

the County (the acceptance of which shall not be unreasonably withheld, conditioned, or delayed); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to: (i) the grossly negligent acts or omissions or willful misconduct, of any Indemnified Parties; or (ii) any material breach of this Agreement by the County.

(c) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by any Company or any Sponsor Affiliate(s), shall survive any termination of this Agreement.

#### **Section 5.07 Qualification in State**

Each of the Companies and any Sponsor Affiliate(s) warrants that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### **Section 5.08 No Liability of County's Personnel**

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the 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 shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servant or employee of the County and no recourse shall be had against any member of the Council or any elected

official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

### **Section 5.09 Assignment, Leases or Transfers**

The County agrees that any Company and any Sponsor Affiliate(s) may at any time (a) transfer all or any of their rights and interests under this Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to any Company or any Sponsor Affiliate(s) or operates such assets for any Company or any Sponsor Affiliate(s) or is leasing the portion of the Project in question from any Company or any Sponsor Affiliate(s). In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of any Company or any Sponsor Affiliate(s), or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the transferor Company or Sponsor Affiliate(s), as appli-

cable, shall obtain the prior consent or subsequent ratification of the County for any such transfer or assignment, which consent or subsequent ratification may be granted or withheld by the County in its sole discretion, with the understanding that the County's willingness to ratify a transfer will be adversely impacted if the request for ratification is raised by the Sponsor or the Sponsor Affiliate, as applicable, more than sixty (60) days following the date of the transfer; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the transferor Company or Sponsor Affiliate(s), as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the transferor Company and Sponsor Affiliate(s), as the case may be, hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, of the transferor Company or Sponsor Affiliate(s) (or prior transferee), as the case may be, in the portion of the Project transferred; (iv) the transferor Company or applicable Sponsor Affiliate(s), transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the transferor Company or Sponsor Affiliate(s), as the case may be, and the transferee shall comply with all other requirements of the Transfer Provisions. If the County and the Department do not receive written notification of the identity of each transferee and such other information as may be required by the Department with

the appropriate returns within sixty (60) days after the date of the transfer, a penalty may be assessed by the Department for late notification for up to ten thousand dollars (\$10,000.00) a year or portion of a year, up to a maximum penalty of fifty thousand dollars (\$50,000.00) under Section 12-44-120(C)(1) of the Negotiated FILOT Act, as the same may be amended.

Subject to County consent when required under this Section, and at the expense of the transferor Company or Sponsor Affiliate(s), as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of such Company or Sponsor Affiliate(s), as the case may be, under this Agreement and/or any release of such Company or Sponsor Affiliate(s), as the case may be, pursuant to this Section.

Each Company and each Sponsor Affiliate(s) acknowledges that such a transfer of an interest under this Agreement or in its respective portion of the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the Negotiated FILOT Act absent compliance by the Companies and any Sponsor Affiliate(s) with the Transfer Provisions.

### **Section 5.10 Administration Expenses**

The Companies agree to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Agreement or the date which is forty-five (45) days after receiving written notice from the

County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and anticipates, in connection with the original execution and delivery of this Agreement, no out of pocket expenses, including legal fees, in connection with this Agreement and the transactions authorized hereby.

#### **Section 5.11 Priority Lien Status**

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Negotiated FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### **Section 5.12 Interest; Penalties**

In the event any Company or any Sponsor Affiliate(s) should fail to make any of the payments to the County required under this Agreement, then the item or installment so in default shall continue as an obligation of such Company or such Sponsor Affiliate(s) until such Company or such Sponsor Affiliate(s) shall have fully paid the amount, and such Company and such Sponsor Affiliate(s) agrees, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of five percent (5%) per annum, compounded monthly, to accrue from the date on which the payment was due, and in the case of FILOT Payments, at the rate for non-payment of ad valorem

taxes under State law and subject to the penalties the law provides until payment. If any such default relates to its obligations to make FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

**Section 5.13 Sponsor Affiliate(s)**

Any Company may designate from time to time any Sponsor Affiliate(s) pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the Negotiated FILOT Act, which Sponsor Affiliate(s) shall join with the Companies and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Agreement pursuant to the terms of a written joinder agreement with the County and the Companies, which such joinder agreement shall be in substantially the form attached hereto as Exhibit C. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate(s) designated by such Company pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate(s) has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the Negotiated FILOT Act, provided that delivery of the joinder agreement described above to the County and the Department shall satisfy such notice requirement.

**Section 5.14 Insurance; Standby Letter of Credit**

The Companies and any Sponsor Affiliate shall procure and maintain pollution insurance for the duration of the Incentive Agreement in the amount of \$1,000,000 naming Property Owner and the County as Additional Insureds and naming the County as a Certificate Holder. Proof of Insurance shall be provided to County by, or at the direction of the Companies or any Sponsor Affiliate, as applicable, on an annual basis during the term of the FILOT Agreement. Failure to maintain such insurance during the term of the FILOT Agreement shall constitute an Event of Default under, and subject to, Section 6.01(c) hereof.

Promptly following the execution and delivery of the FILOT Agreement, the Companies shall place a Standby Letter of Credit, in form and substance reasonably agreeable to the County and the Companies, in the amount of \$50,000 on file with the York County Treasurer, renewable annually, for purposes ensuring access to funds in the event the Property Owner or the County or their respective designees reasonably determine they must address an occurrence necessitating site cleanup subsequent to a hazardous substance release, abandonment of product or component parts upon cessation of operations, or other environmental occurrence for which cleanup or remediation is necessary by Property Owner or the County, as determined by a State or other governmental agency of competent jurisdiction, including York County. Failure to maintain the Letter of Credit by a Company shall constitute an Event of Default under, and subject to, Section 6.01(c) hereof.

**ARTICLE VI**  
**DEFAULT**

**Section 6.01 Events of Default**

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

(a) Failure by any Company or any Sponsor Affiliate(s) to make the FILOT Payments described in Section 4.01(a) hereof, or any other amounts payable to the County under this Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Companies and any Sponsor Affiliate(s) shall be entitled to all redemption rights granted by applicable statutes; or

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

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

such Sponsor Affiliate(s) is diligently pursuing corrective action; or

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

### **Section 6.02 Remedies Upon Default**

(a) Whenever any Event of Default by any Company or any Sponsor Affiliate(s) (the “Defaulting Entity”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity only:

- (i) terminate this Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the Negotiated FILOT Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of ad

valorem taxes to collect any FILOT Payments due hereunder.

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

### **Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses**

Upon the occurrence of an Event of Default hereunder by any Company or any Sponsor Affiliate(s), should the County 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 County shall be entitled, within thirty (30) days of demand therefor, to reimbursement from the applicable Defaulting Entity of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

### **Section 6.04 No Waiver**

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy

preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

**ARTICLE VII**  
**MISCELLANEOUS**

**Section 7.01 Notices**

Any notice, election, demand, request, or other communication to be provided under this 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 Cell Company:  
Silfab Solar Cells SC Inc. c/o Silfab Solar Inc.  
Attn: Treff MacDonald, Chief Operating Officer  
240 Courtneypark Drive East  
Mississauga, ON, L5T 2S5, Canada

With a copy (which shall not constitute notice) to:

Maynard Nexsen PC  
Attn: Tushar V. Chikhilker, Esq.  
1230 Main Street, Suite 700 (29201)  
P.O. Box 2426  
Columbia, South Carolina 29202

If to the Module Company:

App.131a

Silfab Solar PV SC Inc. c/o Silfab Solar Inc.  
Attn: Treff MacDonald, Chief Operating Officer  
240 Courtneypark Drive East  
Mississauga, ON, L5T 2S5, Canada

With a copy (which shall not constitute notice) to:

Maynard Nexsen PC  
Attn: Tushar V. Chikhilker, Esq.  
1230 Main Street, Suite 700 (29201)  
P.O. Box 2426  
Columbia, South Carolina 29202

If to the County:  
York County  
Attn: County Manager  
6 South Congress Street  
P.O. Box 66  
York, South Carolina 29745

With a copy (which shall not constitute notice) to:

York County  
Attn: Michael K. Kendree, Esq.  
26 West Liberty Street (29745)  
P.O. Box 299  
York, South Carolina 29745

**Section 7.02 Binding Effect**

This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Companies and any Sponsor Affiliate(s), 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 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 7.03 Counterparts; Facsimile/Scanned Signatures**

This 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. The parties hereto agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties hereto as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

### **Section 7.04 Governing Law**

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

### **Section 7.05 Headings**

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

### **Section 7.06 Amendments**

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

### **Section 7.07 Further Assurance**

From time to time, upon the request of any Company and any Sponsor Affiliate(s) and at the expense of such Company or such Sponsor Affiliate(s), the County agrees to execute and deliver to such Company or such Sponsor Affiliate(s) such additional instruments as such Company or such Sponsor Affiliate(s) may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Negotiated FILOT Act, the MCIP Act, and this Agreement to effectuate the purposes of this Agreement.

### **Section 7.08 Invalidity; Change in Laws**

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Agreement, the County hereby expresses its intention that the interpretation of this Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Agreement and the maximum incentive permissible under the Negotiated FILOT Act and the MCIP Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this 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 Companies and any Sponsor Affiliate(s) with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Companies and any Sponsor Affiliate(s) the strongest inducement possible, within the provisions of the Negotiated FILOT Act and the MCIP Act, to locate the Project in the County. In case a change in the Negotiated

FILOT Act, the MCIP Act, or the laws of the State eliminates or reduces any of the restrictions or limitations applicable to any Company and any Sponsor Affiliate(s) and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Agreement, and, if the Council so decides, to provide the Companies and any Sponsor Affiliate(s) with the benefits of such change in the Negotiated FILOT Act, the MCIP Act, or the laws of the State.

### **Section 7.09 Termination by Companies**

Any Company is authorized to terminate this Agreement at any time with respect to all or part of its respective portion of the Project upon providing the County with thirty (30) days written notice; provided, however, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including, without limitation, any amounts owed with respect to Article IV hereof) shall survive such termination; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all such property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. Such Company's obligation to make FILOT Payments under this Agreement shall terminate in the year following the year of such termination pursuant to this Section.

### **Section 7.10 Entire Understanding**

This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and none of the parties hereto has made or shall

be bound by any agreement or any representation to the other parties which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

**Section 7.11 Waiver**

Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 7.12 Business Day**

In the event that any action, payment, or notice is, by the terms of this 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.

IN WITNESS WHEREOF, the County, acting by and through the Council, has caused this Agreement to be executed in its name and behalf by the Chairwoman of the County and the County Manager and to be attested by the Clerk of the Council; and the Companies have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

YORK COUNTY, SOUTH CAROLINA

By: /s/ Christi Cox  
Chairwoman of County Council of  
York County, South Carolina

By: /s/ David Hudspeth

App.136a

David Hudspeth, County Manager  
York County, South Carolina

ATTEST:

/s/ Karen Brogdon

Karen Brogdon, Clerk to County Council of  
York County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and  
Incentive Agreement]

SILFAB SOLAR CELLS SC INC.

By: /s/ Paolo Maccario

Print Name: Paolo Maccario

Its: Chief Executive Officer

[Signature Page 2 to Fee in Lieu of Tax and  
Incentive Agreement]

SILFAB SOLAR CELLS SC INC.

By: /s/ Paolo Maccario

Print Name: Paolo Maccario

Its: Chief Executive Officer

[Signature Page 3 to Fee in Lieu of Tax and  
Incentive Agreement]

---

**EXHIBIT A**  
**DESCRIPTION OF LAND**

That certain parcel or tract of land, situate, lying and being in York County, South Carolina, containing approximately 53 acres, shown and designated as “Lot 2” on that certain plat by Nicholas L. Mansfield with Survey Matters, dated November 22, 2019, last revised August 22, 2022, entitled “Stateline 77 Subdivision Prepared For: RG Baxter Lane, LLC Property of: RG Baxter Lane, LLC Highway 21 Bypass North York County, South Carolina” and recorded on September 22, 2022, in the York County Clerk of Court’s Office at Plat Book 170, Page 29-30.

---

**EXHIBIT B**  
**INVESTMENT AND**  
**JOB CREATION CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Incentive Agreement dated as of \_\_\_\_\_, 2023 (the “Agreement”) between York County, South Carolina, Silfab Solar Cells SC Inc., a South Carolina corporation (the “Cell Company”), and Silfab Solar PV SC Inc., a South Carolina corporation (the “Module Company”), and together with the Cell Company, collectively, the “Companies”, as follows:

(1) The total investment made by the Companies and any Sponsor Affiliate(s) in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Companies and any Sponsor Affiliate(s) in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

(3) The number of full-time jobs at the Companies' facilities where the Project is located was \_\_\_\_\_ persons as of \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period) is \_\_\_\_\_ persons.

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

---

**EXHIBIT C**

**FORM OF JOINDER AGREEMENT  
JOINDER AGREEMENT**

Reference is hereby made to that certain Fee in Lieu of Tax and Incentive Agreement, dated as of \_\_\_\_\_, 2023 (the "Agreement"), by and between York County, South Carolina (the "County"), Silfab Solar Cells SC Inc., a South Carolina corporation (the "Cell Company"), and Silfab Solar PV SC Inc., a South Carolina corporation (the "Module Company"), and

together with the Cell Company, collectively, the “Sponsors”).

**1. Joinder to Agreement.**

\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “Company”) hereby: (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement with respect to its portion of the Project, as a Sponsor Affiliate thereunder; and (b) acknowledges and agrees that (i) in accordance with the Agreement, the Company has been designated as a Sponsor Affiliate by the Sponsors for purposes of the Project and such designation has been previously consented to by the County in the Agreement in accordance with the Negotiated FILOT Act, but only to the extent that the Negotiated FILOT Act requires the County’s consent, (ii) the Company qualifies or will qualify as a Sponsor Affiliate under the Agreement and Sections 12-44-30(20) and 12-44-130 of the Negotiated FILOT Act upon the execution and delivery to the County and the Department of this Joinder Agreement, and (iii) the Company shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Agreement with respect to its portion of the Project.

**2. Capitalized Terms.**

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

**3. Representations.**

The Company, as a Sponsor Affiliate under the Agreement, represents and warrants to the County as follows:

(a) The Company is a \_\_\_\_\_ validly existing and in good standing under the laws of the State of \_\_\_\_\_ and is, or will be prior to operation of the Project, authorized to do business in the State of South Carolina, has all requisite power to enter into this Joinder Agreement and to carry out its obligations hereunder and under the Agreement, and by proper action has been duly authorized to execute and deliver this Joinder Agreement. The Company's fiscal year end is \_\_\_\_\_ and the undersigned will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends that its respective portion of the Project be operated for \_\_\_\_\_ and related activities.

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

#### **4. 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 any principles of choice of law that would refer the governance of this Joinder Agreement to the laws of any other jurisdiction.

**5. Notice.**

Notices under Section 7.01 of the Agreement with respect to the Company shall be sent to:

[\_\_\_\_\_]

**6. Multiple Counterparts.**

This Joinder Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

[Name of Entity]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

SILFAB SOLAR CELLS SC INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SILFAB SOLAR PV SC INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**County Acknowledgement:**

[REQUIRED ONLY FOR THOSE SPONSOR AFFILIATES FOR WHICH COUNTY CONSENT IS REQUIRED BY THE FEE IN LIEU OF TAX SIMPLIFICATION ACT, CODIFIED AS TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.]

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

YORK COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Incentive Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Incentive Agreement or a summary compliant with Section 12-44-55 of the Code.

App.143a

Company Name(s): Silfab Solar Cells SC Inc.  
and Silfab Solar PV SC Inc.

Project Name: Project Mountie

Projected Investment: \$150,000,000

Projected Jobs: 800

Location (Street): 7149 Logistics Lane, Fort  
Mill, SC 29715

Tax Map No.: 7190000201

**1. FILOT**

Required Investment: \$150,000,000 (if create  
125 jobs) or, alternatively,

\$400,000,000 (for 4% assessment ratio)

Required Jobs

125 (if required for 4% assessment ratio)

Investment Period

Ends, initially, eight (8) years from the Com-  
mencement Date (as defined herein)

Ordinance No./Date:

No. [\_\_\_], September 18, 2023

Assessment Ratio: 4%

Term (Years): 30 years for each annual  
Phase (as defined herein)

Adjustable Millage: Five (5) year adjustable

Net Present Value (\*If yes, discount rate): N/A

Clawback Information: See Section 4.03

**2. MCIP**

Included in an MCIP: Yes

If Yes, Name and Date: Agreement for Development of Joint County Industrial and Business Park (York and Chester Counties) dated as of November 11, 2002, as supplemented, modified, amended, or replaced from time to time.

**3. SSRC**

Percentage of Fees: N/A

No. of Years: N/A

Clawback Information: N/A

4. Other information: N/A

---

**EXHIBIT D**  
**ZONING CODE INTERPRETATION**  
**APPLICATION & CHECKLIST**

PLANNING & DEVELOPMENT SERVICES  
18 W. LIBERTY STREET, PO BOX 96 YORK,  
SC 29745-0096 PHONE (803) 909-7200 /  
FAX (803) 909-7227

This checklist is to assist with the submittal of a request for an interpretation in the Zoning Code and should be used to ensure all appropriate documentation is submitted. The review and determination on a Zoning Code interpretation cost \$150 and can take up to ten (10) business days. Use additional sheets when necessary.

Any submittals that are determined to be incomplete will not be processed, and the applicant will be

App.145a

notified with an explanation of the submittal's deficiencies. To prevent any delays in the review process, please use this checklist as a guide.

All Code interpretation requests should contain the following information:

[ . . . ]

Applicant Name: Walter Buchanan

Address: [REDACTED] Fort Mill, S.C.

Phone: [REDACTED] Email: [REDACTED]  
@MSN.COM

The section of the Zoning Code, standard, or condition that is allegedly ambiguous or needing clarification:

See Attached file

Applicant Signature: Walter Buchanan

Date submitted: \_\_\_\_\_

Delivered in Person

Pursuant to Section 155.1092, please provide an interpretation of the following codes:

1. If you are protecting us (and the air we breathe), how do you allow a use that produces deadly toxic air pollutants next to two schools and nearby residences? Section 155.041 (2) states: "The district's less intensive uses protect nearby residential areas from the encroachment of heavy industrial uses."

2. Section 155.042 (2) states: "Uses allowed in this district typically are not compatible with other, non-industrial land uses and therefore are intended to be separated and buffered from adjacent develop-

ment.” Why was Silfab not required to be in an Industrial Development (ID) district when they are obviously exhausting highly toxic air pollutants that are “not compatible” with both existing and new developments nearby. These developments include two schools currently under development next to the proposed Silfab plant site, an assisted living facility opening soon, and several surrounding residential areas. Both purpose statements show that Silfab should not be in Light Industrial (LI). Silfab seems perfectly suited for ID Zoning and not LI Zoning.

3. According to Section 155.948 (C) it states “There shall be NO EMISSION of ANY fumes, vapors, or gases of a noxious, toxic, or corrosive nature, which CAN cause ANY damage or irritation to health, animals, vegetation, or to any form of property”. Knowing this, why is Silfab allowed in ANY zoning district when they have noxious Volatile Organic Compounds (VOCs), toxic Hydrofluoric (HF) Acid, Toluene and corrosive Hydrochloric Acid (HCl) air pollutants emitted into our air when, knowing up front, Silfab will be in violation of the above referenced standard because any one of these pollutants (and certainly the combination of all) can cause damage or irritation?

4. In Section 155.1301, Defined Terms (page 557 of the zoning code) for LI, why is Silfab allowed in LI when the definition states it ordinarily does not create noise, smoke, FUMES, odors, glare, or HEALTH or SAFETY hazards OUTSIDE the building or lot?

5. In Section 155.1301, Defined Terms (page 557 of the zoning code) for LI, why is Silfab allowed in LI when the definition states the processing is housed entirely within a building and Silfab’s highly toxic exhaust is obviously going outside into our air?

6. Shouldn't Silfab be in more of a heavy industrial district, when in Section 155.1301, Defined Terms (page 557 of the zoning code) the definition of heavy industrial states, "ordinarily have greater than average impacts on the use and ENJOYMENT of adjacent property in terms of . . . FUMES . . . HEALTH, and SAFETY HAZARDS"? Since we cannot enjoy our neighborhood parks or go for a jog for fear of breathing in deadly air pollutants, then this falls into heavy industrial as referred to in Section 155.041 (2). The purpose statement of light industrial states "LI is intended to accommodate less intensive industrial uses with operations primarily conducted indoors. The district's less intensive uses protect nearby residential areas from the encroachment of HEAVY INDUSTRIAL uses."

7. Since this is the first time ever for a solar manufacturing use in York County and "solar" is not listed in Use Table 155.271-2, why was Silfab allowed in LI when in Section 155.270 (G) it states "Unlisted Uses Prohibited. Any use not listed for an applicable zoning district in the Use Table is prohibited"?

**EXHIBIT E**  
**YORK COUNTY LETTER RESPONSE**  
**TO QUESTIONS ABOUT THE LIGHT**  
**INDUSTRIAL DISTRICT (LI)**

[Logo: York County South Carolina]

[Logo: Planning & Development Services – York County, SC]

Sent Via Email 2/16/24

February 16, 2024

Walter Buchanan

[REDACTED]  
Fort Mill, SC

Re: Zoning Code interpretation, Various Sections  
Related to Industrial Uses

Dear Mr. Buchanan:

This Zoning Code interpretation is in response to a request submitted to the York County Planning and Development Services Department on February 1, 2024, attached, seeking clarification of several code sections related to industrial uses. Part 10 of the York County Zoning Code indicates that the purpose of a Zoning Code interpretation is to provide clarification on any ambiguities. The Zoning Administrator may approve a request if there is an ambiguity or need for clarification demonstrated by the application. Additionally, the Zoning Administrator may deny or reject the request if there is no ambiguity or need for clarification demonstrated by the applicant.

Your request included seven questions on various code sections, which are paraphrased in material part below. I have provided responses to each question below.

1. How do you allow a use [in the Light Industrial District] . . . Section 155.041(2) The district's less intensive uses protect nearby residential areas from the encroachment of heavy industrial uses.

Response: § 155.041(A)(2) is part of the Purpose Statement for the Light Industrial district, describing the intent of the district's creation. It provides no regulatory provisions in and of itself. There is no ambiguity or need for clarification in this statement.

2. Section 155.042(2) states: Uses allowed in this district typically are not compatible with other, non-industrial land uses and therefore are intended to be separated and buffered from adjacent development. Why was Silfab not required to be in an Industrial Development (ID) district . . . ?

Response: § 155.042(A)(2) is part of the Purpose Statement for the Industrial Development district, describing the intent of the district's creation. It provides no regulatory provisions in and of itself. There is no ambiguity or need for clarification in this statement.

It is my understanding that you are seeking clarification on the zoning district(s) that permit solar panel manufacturing facilities, which I infer from the reference to "Silfab", shorthand for Silfab Solar, Inc. The uses defined in the Zoning Code are informed by the North American Industry Classification System (NAICS). This system is commonly used by jurisdictions across the country to help inform and define uses in zoning code, including York County. While this system was created to track economic activities, it was developed on the principle that businesses that are similar in form or function, or that use similar production processes should be grouped together.

"Solar panel manufacturing", as a narrowly-defined business, is grouped in NAICS under National Industry 334413 Semiconductor and Related Device Manufacturing, which includes fuel cells, semiconductors, micro-

## App.150a

processors, photovoltaic cells and devices, silicon wafers, and solar cells, among other related products manufactured by such businesses (see <https://www.census.gov/naics>). 334413 Semiconductor and Related Device Manufacturing is an industry under the 334 Computer and Electronic Product Manufacturing NAICS subsector.

“Computer and Electronic Product Manufacturing” is also a defined use in the Zoning Code, permitted in the Light Industrial (LI), Industrial (ID), Business and Technology Park (BT), and Urban Development (UD) zoning districts. Therefore, any specific type of manufacturing industry that falls under the 334 Computer and Electronic Product Manufacturing NAICS subsector is a permitted use in those districts.

3. Section 155.948(C) states: There shall be NO EMISSION of ANY fumes, vapors, or gases of a noxious, toxic, or corrosive nature, which CAN cause ANY damage or irritation to health, animals, vegetation, or to any form of property.

Response: The Performance Standards section of the York County Zoning Code is intended to protect the public health, safety, welfare, and quality of life by regulating the emission or existence of dangerous, detrimental, and objectionable environmental elements. The standards apply as long as the emitting land uses are in existence; the uses must “perform” according to the expected standard.

The Performance Standards do not outright

ban any emission of noise, radiation, fumes, vibration, humidity, or odor, nor do they preclude any specific uses, materials, or operations from locating in the County. Rather, the standards are implemented through substantiated evidence of a breach in performance, evaluated in terms of the controlling state or federal standard that are set for any particular emission.

4. In Section 155.1301: Defined Terms for [Industrial, Light], why is [solar panel manufacturing] allowed in LI when the definition states that it ordinarily does not create noise, smoke, fumes, odor, glare, or health or safety hazards outside the building or lot?

Response: A definition is not regulatory in and of itself. There is no ambiguity or need for clarification for the defined term "Industrial, Light." Regarding why a solar panel manufacturing facility is permitted in LI, please refer to the response to #2.

5. In Section 155.1301: Defined Terms for [Industrial, Light], why is [solar panel manufacturing] allowed in LI when the definition states the processing is housed entirely within a building . . . ?

Response: Please refer to the response to #4.

6. Shouldn't [solar panel manufacturing] be in more of a heavy industrial district . . . ?

Response: Referenced are the definition of Heavy Industrial and the Purpose Statement of the Light Industrial District. There is no ambiguity or needs for clarification for either code section. Regarding why a solar panel

manufacturing facility is permitted in LI,  
please refer to the response to #2.

7. Since this is the first time ever for a solar  
manufacturing use in York County and “solar” is not  
listed in Use Table 155.271-2 . . . ?

Response: Please refer to the response to #2.

If you believe you are aggrieved by this  
determination, you may elect to submit an adminis-  
trative appeal application by March 18, 2024 Please  
be advised appeals of Zoning Code interpretations are  
heard by the Board of Zoning Appeals at a public  
hearing. The application should be filed with the  
Planning & Development Services Department in  
person at 18 W. Liberty Street, York, SC 29745 or via  
mail to P.O. Box 96, York, SC 29745. If you have any  
questions, please do not hesitate to contact me at 803-  
909-7204 or Rachel.Grothe@yorkcountygov.com.

Sincerely,

/s/ Rachel Grothe

Rachel Grothe, MCRP

Zoning & Development Standards Administrator

---

**EXHIBIT F**

**BOARD OF ZONING APPEALS  
ADMINISTRATIVE APPEAL APPLICATION**

**GENERAL INFORMATION**

APPLICANT'S NAME: Walter Buchanan

EMAIL ADDRESS: [REDACTED]

ADDRESS: [REDACTED]

CITY: Fort Mill STATE: SC ZIP CODE: 29715

PROPERTY OWNER'S NAME: Judi Quinby

ADDRESS: 3343 Peachtree Rd NE, Suite 1600

CITY: Atlanta STATE: GA ZIP CODE: 30326

PROPERTY INFORMATION

PROPERTY ADDRESS: 7149 Logistics Lane, Fort Mill, SC 29715

PROPERTY TAX MAP #: 7190000201

ZONING DISTRICT: LI

USE OF PROPERTY: Distribution Center

<b>RELEVANT FACTORS PERTAINING TO THE ADMINISTRATIVE APPEAL</b>
---

1. Applicant hereby appeals to the Borad of zoning appeals from the action of the planning & development services staff affecting the property described in this application on the grounds that an interpretation of the zoning code was erroneous and contrary to provisions of the zoning code in section See attached sheet as Follows:

Please see attached sheet

2. Application is aggrieved by the action or decision in that:

Please see attached sheet

3. Applicant contends that the correct interpretation of the zoning code as applied is

Please see attached sheet

4. Applicant requests the following relief

Please see attached sheet

5. If you are submitting additional information, please list below:

Please see attached sheet

**Relevant Factors Pertaining to the  
Administrative Appeal-Walter (Wally)  
Buchanan**

**Section 1 & 3 Erroneous interpretation of the code by Zoning staff and incorrect interpretation of the zoning code.**

1. § 155.015 (A) The staff states the purpose statements are not regulations. Zoning staff put a period where there is a comma and it in fact states, The purpose statements are not regulations, but rather a summary of the district character and regulatory intent.

The purpose statement for LI is: §155.041 (A) (2) LI is intended to accommodate less intensive industrial uses with operations primarily conducted indoors. The district's less intensive uses protect nearby residential areas from the encroachment of heavy industrial uses.

The definition of heavy industrial is: "The assembly, fabrication, finishing, manufacturing, packaging, processing, or distribution of goods and materials by means that ordinarily have greater than average impacts on the use and enjoyment of adjacent property in terms of noise, fumes, odors, glare, health and safety hazards, or that otherwise does not constitute light manufacturing".

The definition of light industrial is: The assembly, fabrication, or processing of goods and materials by means that ordinarily do not create noise, smoke,

fumes, odors, glare, or health or safety hazards outside of the building or lot where the assembly, fabrication, or processing takes place; where the processing is housed entirely within a building. LIGHT INDUSTRIAL does not include hazardous material treatment and storage facilities, plating or enameling, or petroleum and gas refining.

2. 155.270 (G) Unlisted Uses Prohibited. Any use not listed for an applicable zoning district in the Use Table is prohibited. Note: It does not give any reference to NAICS (North American Industry Classification System) therefore the reference in the staff response to justify Silfab being approved in LI is not valid. There is no reference in the code that if it is not listed we refer to NAICS. Furthermore, The NAICS has a category and code for Solar cell manufacturing by itself. It is not combined with electrical components.

3. 155.948 Performance Standards Our question was stated, KNOWING UP FRONT, they will violate the code, was not acknowledged in the staff response. § 155.948 Performance Standards is shown below. It has no reference to the property line compared to other standards. Nowhere does the code state that we rely or refer to DHEC.

**§ 155.948 Other Performance Standards.**

- (A) Fire and Explosive Hazards. All activities and storage of flammable and explosive materials at any point shall be provided with adequate safety devices against the hazards of fire and explosion including adequate firefighting and fire suppression equipment.

App.156a

- (B) Radioactive Emissions. There shall be no radiation emitted from radioactive emission measured at the lot line.
- (C) Fumes, Vapors, and Gases. There shall be no emission of any fumes, vapors, or gases of a noxious, toxic, or corrosive nature, which can cause any damage or irritation to health, animals, vegetation, or to any form of property.
- (D) Vibration. There shall be no perceptible earth vibrations measured at the lot line.
- (E) Heat, Cold, Dampness, or Movement of Air. Activities that could produce any adverse effect on the temperature, motion, or humidity of the atmosphere beyond the lot line are prohibited.
- (F) Odor. There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive at the lot line. Any process that may involve the creation or emission of any such odor shall be provided with both a primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.
- (G) Glare. There shall be no direct or sky reflected glare, whether from floodlights, high temperature processing, combustion, welding, or any other source, so as to be visible in any residential district.

4. Three of our questions referred to the definitions. The staff response was that the definitions

were not regulations. However, the definitions are legally binding, otherwise why would they be in there?

5. § 155.975 APPROVAL CRITERIA. In considering an appeal of an administrative decision, the Board shall apply the standards of this Chapter, other applicable law, and previous interpretations of this Chapter by the Board. What we would like to see is a previous approval of a 70-foot smokestack or show me where this has been denied. Therefore, your decision will set a precedent that all light industrial districts will be allowed to have a 70-foot smoke stack emitting toxic pollutants and will be allowed to have hazardous waste.

**Section 2. Applicant is aggrieved by the action or decision in that:**

This will allow highly toxic air pollution to be released and hazardous waste and explosive chemicals to be kept onsite in close proximity to my home that will endanger me and my family. Our property includes four generations of family members, one with COPD will be especially negatively affected.

Section 3. (Listed above with section 1)

**Section 4. Applicant requests the following relief.**

Silfab must be considered heavy industrial and not allowed to do business at the current location where it is zoned Light Industrial. It must be placed where it is safe for heavy industrial businesses to manufacture.

**Section 5. Additional information**

Andy Lytle will speak as my representative at the Zoning Administrative Appeal Hearing.

App.158a

I CERTIFY THAT ALL INFORMATION PRESENTED BY ME IN THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BENEFIT:

/s/ Walter Buchanan

Date: 3/14/24

I (WE) CERTIFY THAT I (WE) ARE THE OWNERS OF THE PROPERTY INVOLVED IN THIS APPLICATION AND FURTHER THAT I (WE) DESIGNATE THE PERSON SIGNING AS APPLICANT TO REPRESENT ME (US) IN THIS APPLICATION.

/s/ Walter Buchanan

Property Owner(s)

Date: 3/14/24

\*ATTACHED OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.

[ . . . ]

**VERIFIED COMPLAINT AND PETITIONS  
FOR WRIT OF MANDAMUS AND  
WRITS OF PROHIBITION, FILED IN THE  
SOUTH CAROLINA SUPREME COURT  
(OCTOBER 28, 2025)**

---

IN THE SUPREME COURT  
STATE OF SOUTH CAROLINA

---

PETITION IN THE ORIGINAL JURISDICTION OF  
THE SUPREME COURT York County

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH ITS  
MANAGER JOSHUA EDWARDS; JOSEPH [*Sic:*  
JOSH] REINHARDT, MANAGER OF YORK COUNTY  
DEVELOPMENT SERVICES DEPARTMENT; AND  
JONATHAN BUONO, DIRECTOR OF YORK  
COUNTY PLANNING AND DEVELOPMENT,

*Respondents.*

---

No.

---

---

**VERIFIED COMPLAINT AND  
PETITIONS FOR WRIT OF MANDAMUS AND  
WRITS OF PROHIBITION**

This action at law seeks extraordinary relief in the form of Writ of Mandamus and Writ of Prohibition petitions to compel York County administrative government to comply with the York County Zoning Code, Chapter 155, and S.C. Code Ann. § 6-29-950. Under numerous county-issued permits to Canadian corporation Silfab Solar, the company is now transforming the structures and land use of an existing 840,000 square foot distribution warehouse to chemical manufacturing plant use in violation of existing statutory law and the established zoning ordinances. This Court is presented with a pure issue of law involving legality of permits issued without zoning administrator approval signature, and York County abdication of duty prejudicing the Petitioner. The nearly completed construction evidence site-specific zoning of a use prohibited by the zoning code, and which lies adjacent to elementary schools and neighboring residential homes and will utilize extremely hazardous and toxic chemicals listed for the court in paragraph 12, *infra*. Should the Court exercise jurisdiction, it must weigh the detrimental effect on public health, safety, and welfare against the exercise or non-exercise of police power of York County administrative government under abdicated ministerial acts, where York County in collusion with a corporation that lacks vested rights to a non-conforming use, ignores spot zoning will inevitably result in a hazardous environmental impact to public health, safety and welfare.

A party with a possessory interest in property—whether owner or tenant—acquires a vested right to

continue a nonconforming use already in existence at the time the property is zoned, absent a factual showing that continuance of the use would be detrimental to public health, safety, or welfare. *DeStefano v. City of Charleston*, 304 S.C. 250, 254 (1991); *FB.R. Investors v. County of Charleston*, 303 S.C. 524, 527 (S.C. App. 1991); *Whaley v. Dorchester County Zoning Board of Appeals*, 337 S.C. 568, 578-79 (1999); *Vulcan Materials Co. v. Greenville County Board of Zoning Appeals*, 342 S.C. 480, 498 (S.C. App. 2000) (lessee who made substantial pre-zoning expenditures for granite mining acquired vested nonconforming use right).

However, “a contemplated use of property by a landowner on the date a zoning ordinance becomes effective precluding such use is not protected as a nonconforming use.” *FB.R. Investors*, 303 S.C. at 528; *Daniels v. City of Goose Creek*, 314 S.C. 494 (S.C. App. 1993). Acts in development of land must “rise beyond mere contemplated use or preparation” to establish a vested nonconforming use. *Vulcan Materials Co.*, 342 S.C. at 498. Thus, the Court looks to when the ordinance became effective in determining whether a nonconforming use, such as here, has vested. *See Condor, Inc. v. City of North Charleston*, 298 S.C. 316, 320 (S.C. App. 1989) (“a nonconforming use must have been lawful when instituted and actively and constantly maintained”). A use that was unlawful when instituted—or that did not exist at all—cannot constitute a nonconforming use. *Whaley v. Dorchester County Zoning Board of Appeals*, 337 S.C. 568, 579 (S.C. 1999) (“A use cannot be a nonconforming use if it was unlawful at the time of the amendment of the ordinance prohibiting the use.”). Evidence obtained by FOIA shows the corporation violating ordinance, storing

hazardous chemicals onsite without operations permits, and producing product despite no operations permit having been issued by county. See, Exhibit-A; Exhibit-B.

Moreover, even if respondents or the corporation claim there is an inchoate right of some type, the exercise of police power to protect the citizenry from environmental hazards is paramount, provided it has a sound basis in fact. See *DeStefano v. City of Charleston*, 304 S.C. 250 (S.C. 1991); *Friarsgate, Inc. v. Town of Irmo*, 290 S.C. 266 (S.C. App. 1986) (a vested nonconforming use can be terminated upon “a factual showing that the continuance of the nonconforming use would be detrimental to the public’s health, safety, or welfare”). Here, Petitioner is prejudiced outright by York County abdication of duty to inspect and York County repeated issuing of construction permits that bear no zoning administrator approval and would as matter of law be void ab initio, as recently as Monday October 27, 2025. The county finally issues a Temporary Certificate of Occupancy (TCO) to Silfab this date.

Here, a chemical plant use was never vested and never existed under the ordinances in York County until Silfab began construction. Silfab is not continuing an existing chemical manufacturing use that *predated* the ordinances—it is creating a chemical plant where none ever existed before. The existing warehouse use as upfitted is now entirely different in character, intensity, and impact from chemical manufacturing involving hazardous and toxic chemicals. This conversion does not qualify for nonconforming use protection.

This case presents the Supreme Court with facts and a prayer for extraordinary writs, where the York County administrative government has repeatedly

issued *void in ab initio* construction permits and misappropriates quasi-judicial functions of the legislative council and its board of zoning appeals. Specifically, respondents' conduct violates S.C. Code Ann. § 6-29-950 and York County Zoning Code § 155.1121, where the public's interests in health, safety, welfare, and environmental protection against toxic and hazardous chemicals are inherently involved and threaten imminent environmental impact to schools and homes. This conduct stands in contrast to the County's exercise—or *abdication*—of its inherent police powers due to either conflict or collusion, having no foundation in reason and no substantial relation to public health, public safety, or welfare in its proper sense. As such, it is arbitrary and irrational under the zoning scheme, BZA reversal of May 30, 2025, (Exhibit-C) and state statute § 6-29-950.

## JURISDICTION

1. Petitioner Citizens Alliance for Government Integrity (“CAGI”) brings this petition under the original jurisdiction of the Supreme Court to issue Writs of Mandamus and Writ of Prohibition where respondent York County repeatedly issues construction permits that are *void in ab initio*, specifically lacking approval authority and signature of the zoning administrator.

2. CAGI is a duly organized South Carolina nonprofit consisting of approximately 7,076 residents in the upper York County district of Fort Mill, South Carolina, who oppose the change of use and spot zoning that county-issued permits now threaten adjacent schools and residents surrounding the site. The imminent and emergency nature is spot zoning of environmental hazards to public safety and welfare.

3. Defendant York County is an administrative body politic and subdivision of the State of South Carolina doing business in York County and Fort Mill, South Carolina specifically. York County has previously issued temporary stop work orders against the corporation.

4. Joshua Edwards is named in his official capacity as manager for the administrative branch of York County government.

5. Joseh Reinhardt is named in his official capacity as manager and supervisor of the York County Development Services department.

6. Jonathan Buono is named in his official capacity as director of the department of York County Planning and Development Department.

7. Pursuant to Rule 245 SCACR, Petitioner avers critical and emergency need exists that makes this court's exercise of jurisdiction proper, and the Supreme Court should affirmatively exercise its original jurisdiction where material prejudice to Fort Mill citizenry is occurring due to site-specific or spot zoning of a chemical manufacturing process and chemical use at 7149 Logistics Lane ("Silfab Solar site") or ("Subject Property"). This is occurring where construction permits issue by York County in violation of the law, and where the rapidly evolving construction of chemical storage and impending processes are now nearing full construction and already operating unlawfully where there has been no petition for change of use nor variance. The hazardous, toxic, and pyrophoric chemicals the corporation will deploy and use at the site are listed in paragraph 12 (a)-(e), *infra*.

8. Petitioner avers that the rulemaking political subdivisions of the administrative arm of York County government and management are misappropriating the zoning function of the legislative body in collusion with the corporation and engaging in spot zoning or site-specific zoning in violation of the statutory authority of the administrative government body. Petitioner avers that zoning is *inherently a legislative function* where there exists no petition for variance, or no petition for change of use by the corporation. *See Hampton v. Richland County*, 292 S.C. 500, 357 S.E.2d 462 (S.C. App. 1987) (“An ordinance rezoning a particular piece of property, ..is legislation, pure and simple.”).

9. That the public interest in environmental safety is paramount, and is inherently involved, and special grounds of emergency exist where conversion of an 840,000 square foot warehouse storage facility is being transformed and converted to a chemical manufacturing plant. The plant now nears full construction of a use that constitutes health, safety, welfare, and environmental impact to neighboring properties, schools, and homes. *“Sylvia Dev. Corp. v. Calvert County*, 48 F.3d 810, 827 (4th Cir. 1995) (quoting *Nestow v. Cambridge*, 277 U.S. 183, 187-88, 48 S.Ct. 447, 72 L.Ed. 842 (1928) (“And in the context of a zoning action involving property, it must be clear that the state’s action ‘has no foundation in reason and is a mere arbitrary or irrational’ exercise of power having no substantial relation to public health, the public morals, the public safety or the public welfare in its proper sense.”)).

10. That prejudice is properly shown where all permits issued to date to enable Silfab Solar to rapidly construct a solar panel and solar photovoltaic cell

chemical manufacturing plant that do not comply with statute, under county-issued permits not approved by the zoning administrator for the county, and which are *void in ab initio*. See *Vicary v. Town of Awendaw*, 425 S.C. 350, 355 (S.C. 2018) (governmental acts taken without proper authority are void ab initio). The construction is evolving at such a rapid pace that it will result in nuisance by outpacing the courts and legislative efforts to halt change of use in the Fort Mill district. See *Woodworth, Mayor v. Gallman*, 195 S.C. 157, 161-63 (S.C. 1940) (granting writ of prohibition and assuming original jurisdiction to provide speedy determination where a housing authority's construction and financial commitments were would outpace judicial review and cause irreparable harm).

11. Petitioner further avers that the corporation's operation will involve toxic and *Pyrophoric* chemicals in every form, solids, liquids, and gases with planned air discharge by stacks and liquid discharges from the wastewater treatment plant being created on site, despite the site not being zoned for this use, where no petition for change of use or variance exists whatsoever.

12. Petitioner includes affidavits and bills of lading (see Affidavit of Amanda Morrison) and is informed and believes the corporation is actively storing, and is engaging in imminent chemical process utilizing hazardous and toxic chemicals, including, but not limited to the following:

- a. Trimethylaluminum (TMA) —  $\text{Al}_2(\text{CH}_3)_6$ . This colorless liquid is Pyrophoric Liquid — currently shipped to and stored on site by the corporation, where the corporation has no operations permit. That under Bill of Lading No. ONEYPUSE14701600 Silfab received

and stored 1,103 Kg of TMA received from *Busan, Korea*. Exhibit-A.

- b. Phosphorus Oxychloride, ( $\text{POCl}_3$ ) received by the corporation under bill of lading ZIMUSNH7706263 from *Shanghai, China*. Exhibit-A.
- c. Hydrofluoric Acid (HF).
- d. Hydrochloric Acid (HCl).
- e. Silane (SI) — Pyrophoric liquid combustible upon contact with air

13. That the above hazardous substances can be verified as detailed by Silfab corporation's Hazardous Materials Inventory Report and Tenant (\*sic) Hazardous Materials List published at [www.Movesilfab.com/resources](http://www.Movesilfab.com/resources).

14. That Petitioner is without adequate remedy at law where an existing warehouse distribution facility is being physically transformed and converted into chemical storage and chemical operation plant; that Petitioner can show likelihood of success on the merits due to the existing zoning and permits not approved by the Zoning Administrator specifically under S.C. Code Ann. 6-29-950, et seq.; and Petitioner can show imminent harm by the rapid rate of construction which out-paces court adjudication by the circuit courts or court of appeals<sup>1</sup>, or state legislative efforts and bills in the house and senate.

---

<sup>1</sup> Petitioner avers special emergency grounds exist while acknowledging there are pending circuit court and court of appeals cases pending where the status quo and existing zoning should be preserved by issuance of Writs despite the pending lower court cases. Specifically, the construction is evolving at such a rapid

## FACTUAL BACKGROUND

15. Silfab Solar Inc. was granted a permit for construction in York County by the state Department of Environmental Control (“DHEC”) on March 1, 2024. Exhibit-D. An appeal of the zoning ordinance interpretation was filed with the county Board of Zoning Appeals, which reversed on May 30, 2025. Exhibit-C.

16. York County’s legislative Board of Zoning Appeals (“BZA”) on May 30, 2024 denied and reversed the use now nearing full construction and occupancy by Silfab, yet York County administrative government repeatedly issues permits not approved by the zoning administrator. In a five-to-zero decision, the BZA reversed the administrative departments’ zoning administrator and the corporation permittee’s interpretation of use under the zoning code as prohibited at the plant site 7149 Logistics Lane in Fort Mill. Exhibit-C.

---

pace that it threatens to outpace judicial review and render any Court’s intervention meaningless—a recognized basis for extraordinary relief *Woodworth, Mayor v. Gallman*, 195 S.C. 157, 161-64, (S.C. 1940) (granting writ of prohibition where rapid construction would cause “irreparable injury” and timing concerns made appeal inadequate; court held “time is of the essence” and assumed original jurisdiction for “speedy determination”); *Seabrook v. Carolina Power & Light Co.*, 156 S.E. 1, 8 (S.C. 1930) (construction proceeding without injunction would render “the controversy absolutely useless” by the time appellate review concluded). Moreover, the operation of a chemical plant using toxic, hazardous, and pyrophoric chemicals adjacent to elementary schools and residential homes will constitute a public nuisance threatening irreparable harm to the health, safety, and welfare of the Fort Mill community. *Neal v. Darby*, 282 S.C. 277, 286 (S.C. Ct. App. 1984) (enjoining chemical waste landfill near residential areas and water sources; “a public nuisance will be enjoined where injury is inevitable and undoubted”).

17. The subject property is zoned as enacted by the legislative body as permitting only warehousing and distribution, yet the county permits being issued in violation of law are permitting rapid construction where (a) no zoning administrator signature of approval, and (b) only warehouse distribution facilities existed at the subject property's distribution warehouse. Silfab is now physically constructing alterations and changes upon site transforming the existing warehouse building to a land use not permitted by the established zoning code.

18. Petitioner brings this action before the court to protect existing zoning, and for the court to issue Writs commanding York County to inspect and revoke any permit not approved by the zoning administrator in violation of statutory law. Pursuant to York County Zoning Code § 155.1121, "Zoning Administrator" is defined as "the individual designated by County Council to administer and enforce the provisions of this chapter, review applications for zoning compliance, and issue or deny zoning permits"). Under this ordinance, only the Zoning Administrator may approve or sign zoning permits; no other employee or department may substitute for that authority.

19. Petitioner asserts the matter before this court is strictly legal, York County administrative government conduct is ultra vires and void, and is misappropriating quasi-judicial and quasi-legislative functions in violation of law, the department's statutory authority, and usurping legislative authority of the county council and its quasi-judicial board of zoning appeals (BZA), which unanimously reversed the administrative zoning administrator on May 30, 2024. Exhibit-A. ("An ordinance rezoning of a particular piece of

property is legislative, pure and simple.”). *Hampton v. Richland County*, supra.

20. Petitioner is informed and believe that spot zoning is being expedited at the subject property in haste, where at no time has a change of use or variance been sought through the legislative council. Petitioners aver that the permits which issue with no zoning administrator approval are Ultra Vires acts and void. *Sherman v. Reavis*, 273 S.C. 542, 545 (1979) (no vested rights in invalid permits; mandamus may compel zoning compliance).

21. That, despite the BZA May 30, 2024 reversal, the respondents have issued numerous permits in defiance of the legislative BZA quasi-judicial body, and Petitioner has no adequate remedy at law to protect existing zoning from change by the corporation’s expedited construction activity. Specifically, Silfab Solar is altering and changing an existing distribution warehouse to a chemical manufacturing use.<sup>2</sup> That construction is now underway and nearing completion, which includes air discharge stacks, dedicated chemical storage outbuildings, water treatment plant, and chemical handling structures.

---

<sup>2</sup> Petitioner acknowledges there exist multiple cases in the circuit court and court of appeals that are pending but avers emergency circumstances exist involveing the paramount interests of public safety, health and welfare vs. county abdication of police powers, whether exercised or not exercised, where the construction and operating will outpace and elude the courts’ reviews leading to operations that permanently impact health, safety, welfare, and forever change existing zoning. See *Woodworth*, 10 S.E.2d 316; *Seabrook*, 156 S.E. 1; *Neal*, 282 S.C. 277.

22. Bills of Lading obtained by FOIA evidence the corporation without operations permit and without permanent occupancy permit has received and is actively storing toxic chemicals. Exhibit-A. The corporations' Canadian officials have publicly stated on internet that the plant is now operational. See, @ YouTube link: <https://youtube/C2ctTaQAvqo?si=n2nzxSJSz-p30e17>. Yet, there exist no operations permit and there exist the legal issue of invalidity of permits issued without zoning administrator approval signature.

**FOR A FIRST CAUSE OF ACTION**  
**(Action And Petition For Writ Of Mandamus)**

23. The aforementioned paragraphs are re-stated here and incorporated by reference as if set forth verbatim.

24. That change of use from a distribution warehouse on a light industrial zoned tract is transforming the existing facility from a distribution to chemical manufacturing use.

25. That on information and belief, Silfab Solar, with the collusion of York County administrative government departments, is renovating and constructing at the subject property an existing 840,000 square foot distribution warehouse site for chemical operations in the proximity of schools and homes.

26. That the corporation has violated county regulations by requiring employees work inside the warehouse facility without a temporary occupancy permit and storing toxic chemicals within the warehouse. That on June 23, 2025, York County, by and through its Senior Fire Marshal and Inspectors,

issued temporary stop work orders, ceasing all construction at the subject property, in a valid exercise of the police power of the administrative government, where the corporation deliberately violated the law.

27. That despite the above, the corporation is on information and belief, now storing highly toxic and pyrophoric chemicals on site without operations permit, including Trimethylaluminum Pyrophoric liquid stored in containers on buildings constructed on site. See Exhibit-A, Affidavit Amanda Morrison. See also Exhibit-B, Affidavit of Jason Rhoades.

28. That proper emergency cause exists for Writ of Prohibition and Writ of Mandamus to issue under the original jurisdiction of this court due to exigent circumstances affecting public health.

### **STANDARD OF REVIEW**

#### **Writ of Mandamus**

29. A Writ of Mandamus is a coercive Writ that orders a public official to perform a ministerial duty. *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 512 S.E.2d 106 (1999). A “ministerial” act or duty is one which a person performs because of legal mandate which is defined with such precision as to leave nothing to the exercise of discretion. *Wilson v. Preston*, 378 S.C. 354, 662 S.E.2d 583 (2008). Mandamus will only compel a public official to perform a mandatory legal duty. *Redmond v. Lexington County School Dist. No. Four*, 314 S.C. 431, 445 S.E.2d 441 (1994).

30. A Writ of Mandamus requiring the performance of an act must assert facts supporting the following elements: (1) a duty to perform the act; (2) the ministerial nature of the act; (3) the petitioner’s spe-

cific legal right for which discharge of the duty is necessary; and (4) a lack of any other legal remedy. *HHHunt Corp. v. Town of Lexington*, 389 S.C. 623, 640, 699 S.E.2d 699, 707, citing *Sanford*, 385 S.C. at 494, 685 S.E.2d at 606 (setting forth the elements to obtain a Writ of Mandamus).

31. Petitioners are without adequate remedy at law without a Writ of Mandamus to protect themselves from environmental impact or compel York County to enforce zoning and prohibit imminent and irreparable construction and operations of a hazardous industrial chemical facility adjacent to schools and within proximity to hundreds of homes.

32. That York County Management and its departments have a duty to perform acts to ensure citizens safety, welfare, and zoning compliance which is ministerial in nature where (a) no construction permits have issued with the approval of the zoning administrator first being acquired, and (b) York County has already acted to issue stop work orders to the corporation where the corporation has violated occupancy regulations requiring staff employees to work on site and inside the warehouse, having no temporary certificate of occupancy permit (TCO); Exhibit-A; and (c) the corporation has imported and begun storage of toxic chemicals and production with no operations permit. Exhibit-B, Jason Rhoades affidavit.

33. Petitioners' specific legal right for which discharge of the duties by York County Management and its departments is necessary is the right to rely on existing zoning and no storage of toxic chemicals on site where no operations or permanent occupancy permits; irreparable alteration of the district's lawful use as zoned, including the right to live free from en-

vironmental impact from use of toxic and Pyrophoric chemicals adjacent to schools and homes.

### APPLICATION

34. Petitioner alleges that a legal duty exists by the county to investigate and confirm land use changes in view of existing zoning ordinances, § 155.262 (zoning compliance required. Prior to a change of use or establishment of a new condition, accessory, or temporary use, an applicant must receive zoning compliance approval.)

35. That pursuant to code § 155.1121 (A) Applicability: Unless otherwise exempted by this chapter, an applicant *shall* (\*emphasis) obtain zoning compliance approval prior to (1) establishing a new conditional or special exception use; (2) changing an existing use; (3) re-establishing use after a period of non-use by 180 days or more; and (4) constructing, moving, adding to, or *structurally altering a building* or other structure. Petitioners aver the corporation has violated the above code prohibitions by construction and use of chemical storage and operating facilities, wastewater treatment plant, and unpermitted storage process buildings for Trimethylaluminum (TMA) and other chemicals.

36. Petitioners assert a clear legal duty exists for the county to exercise its police powers to halt any and all permits issued without zoning administrator approval, pursuant to S.C. Code Ann. § 6-29-950 et seq. and that such duty is ministerial in nature where all permits have issued without zoning administrator approval signature and legally are *void ab initio*. The county administrative government fails the citizenry under conflict or collusion with its corporate permittee

endangering public health in reckless disregard of environmental impact threat to citizens.

37. That York County's duty is ministerial in nature, where the corporation has already violated occupancy regulations, resulting in York County issuing temporary stop work orders; and where it has been discovered the company receives, stores, and deploys toxic chemicals use on site without a proper chemical operations permit prior to stack scrubbers or proper chemical storage buildings being completed on site.

38. That the duty of the county here would be *ministerial* in character due to the 5-0 reversal of the Board of Zoning Appeals, quasi-judicial arm of the York County legislative body which reversed the zoning administrator on May 30, 2024. Exhibit-C. Yet, York County issues permits repeatedly in *defiance* of the legislative board of zoning appeals, misappropriating the statutory authority of the legislative body itself, and ignoring its quasi-judicial BZA ruling. The leviathan of the rulemaking body of York Management's Fourth Branch of government has sparked outrage and a firestorm of protest within the Fort Mill community.

39. Petitioner avers that zoning is *inherently a legislative function*, and that York County is engaging in quasi-judicial conduct and misappropriating, if not fully usurping, statutory authority of the legislative body, where at no time there has been a corporation petition for change of use, nor variance petition. Inherently, York County is facilitating site-specific zoning, or spot zoning, unlawfully, by collusion with the corporation.

40. The specific legal right for which discharge of duty by court-ordered Writ of Mandamus is necessary to enforce existing zoning and permanent alteration of the district's existing lawful classification and use; prohibit spot zoning or site specific transformation of an existing 840,000 square foot distribution warehouse into a chemical operations plant in proximity to homes and adjacent elementary schools which will inherently involve the use, exhaust and discharge of treated toxic chemicals, via air discharge and water discharge of treated chemicals and/or volatile organic compounds.

41. That Petitioner has a specific legal right to rely upon existing zoning in the Fort Mill community where the corporations planned chemical processes never existed before or after enactment of the zoning code by the county council. That neither the county administrators nor the corporation have any vested right to change the existing zoning and use of the Silfab site. *Whitfield v. Seabrook*, 259 S.C. 66, 73, 190 S.E.2d 743, 746 (1972).

42. That should a Writ of Mandamus not issue under order of the Supreme Court, the Petitioner and citizenry lack any legal remedy at law to prohibit exhaust of chemicals and toxic volatile organic compounds by the corporation's air and water discharges, affecting neighboring homes, adjacent schools and impact to the public health and welfare.

43. Petitioners are informed and believe that both York County management, its departments, and the corporation had actual and constructive knowledge of property types and zoning surrounding the Silfab plant site; the difficulty in which the county and the corporation find themselves was one of their own

deliberate choices in disregard of the legislative BZA board ruling May 30, 2024. Exhibit-C.

44. South Carolina courts have held that South Carolina case law recognizes that the exercise of police power — to protect the health and safety of the citizenry — cannot be hampered by a business’ reliance upon and receipt of permits. *See Whitfield, supra* at 73 (explaining that “[t]he doctrine of estoppel cannot be applied to deprive [a county council] of the due exercise of its police power”); *see also South Carolina Department of Revenue & Taxation v. Rosemary Coin MacHines, Inc.*, 331 S.C. 234, 241 (S.C. App. 1998), reversed on other grounds by *S.C. Dep’t of Rev. v. MacHines, Inc.*, 339 S.C. 25 (S.C. 2000) (“No legislature can bargain away the public health or the public morals. The people themselves cannot do it, much less their servants.”); *cf. Sloan v. South Carolina Board of Physical Therapy Examiners*, 370 S.C. 452 (S.C. 2006), overruled on other grounds by *Joseph v. S.C. Dep’t of Labor, Licensing & Reg.*, 417 S.C. 436, 478-79 (S.C. 2016 (“The granting of a license to practice certain professions is the method taken by the State, in the exercise of its police power, to regulate and restrict the activity of the licensee. [The licensee] takes the same, subject to the right of the State, at any time, for the public good to make further restrictions and regulations.”)).

**FOR A SECOND CAUSE OF ACTION**  
**(Action and Petition for Writ of Prohibition)**

45. The above allegations are repeated here and incorporated by reference as if set forth verbatim.

46. That Petitioner is informed and believes that the corporation has begun storing toxic chemicals on

the subject property with no occupancy or operations permit issued by York County and is actively storing Trimethylaluminum (TMA) on site with no operations permit or permanent occupancy permit that the county knows, or should know about, by virtue of inspections leading to temporary stop work orders and cease and desist. Provided, county government action can only be described by the cliché “see no evil, hear no evil, and speak no evil”.

47. That the corporation will utilize toxic chemicals, including, but not limited to, Hydrofluoric Acid, *Silane*, Phosphorus Oxychloride, Hydrochloric Acid and *Trimethylaluminum*. At least two (2) of these toxic chemicals are *pyrophoric* and combustible upon contact with ambient air.<sup>3</sup>

48. Petitioners are informed and believe that this court should issue an order and Writ of Prohibition compelling York County be restrained and enjoined from further issue of operations permit and further storing of toxic chemicals on site until the corporation complies with S.C. Code Ann. § 6-29-950 (prohibits issuance of permit where no signed approval of county zoning administrator) and issue Writ of Prohibition forbidding establishing by construction a new conditional or special exception use under zoning code § 155.1121. (Establishing a new conditional or special use, changing an existing use (warehouse distribution facility to chemical operation), re-establishing a use. . . . or constructing, moving, adding to, or structurally altering a building or other structure.)

---

<sup>3</sup> The HAZMAT inventory of toxic chemicals planned for the site available at [www.movesilfab.com/resources..](http://www.movesilfab.com/resources..)

**STANDARD OF REVIEW**  
**(Writ of Prohibition)**

49. The South Carolina Supreme Court is given the power under its original jurisdiction to issue Writs of Prohibition. S.C. Const. Ann. Art. V, § 5 (“ . . . Supreme Court shall have the power to issue writs or orders of . . . prohibition.”).

50. This Court may issue a Writ of Prohibition “to prevent an encroachment, excess, usurpation, or improper assumption of jurisdiction on the part of an inferior tribunal, or to prevent some great outrage upon settled principles of law and procedure[.]” *New South Life Insurance v. Lindsay*, 187 S.E.2d 794 (S.C. 1972).

51. That the inferior tribunal is Respondent York County management and its political subdivisions and departments, who continue to act in ultra vires character and issue repeated construction permits to the corporation where no permit is approved by the zoning administrator and enables expedited construction and illegal use now in operation that violates existing zoning. That York County administrative government is acting in a judicial or quasi-judicial manner by ignoring the county board of zoning appeals, statutory law, and zoning code. Exhibit-A.

52. That great outrage has been sparked by the threat of imminent environmental threat, change of use, spot zoning, and installation of a chemical manufacturing facility adjacent to schools and neighboring residential homes. A chemical manufacturing use for the site is not approved by code nor the board of zoning appeals May 30, 2024 reversal decision. Exhibit-C.

53. That consequently, Petitioners will suffer irreparable consequential damage in the form of spot zoning, which will irretrievably create public exposure to toxic chemicals and imminent irreversible alteration of existing zoning which prohibits any change of use without legislative approval.

54. That Petitioner is without adequate remedy at law without extraordinary writs to protect existing zoning and be free from environmental discharges inherently involved in a chemical manufacturing use that the site is not zoned for. The citizens were there first, and are entitled to rely upon existing zoning unless changed by the legislative body.

55. Petitioner can show a likelihood of success on the merits. Specifically, that the county and corporation has (a) violated S.C. Code Ann. § 6-29-950 by repeated issuance of permits not approved by the Zoning Administrator, specifically; where the permits have permitted the corporation to construct, alter, change the existing 840,000 square foot warehouse to chemical plant; (b) violated zoning code § 155.1121, and §§ 155.076 — 079 (listing only permitted uses that do not involve hazardous chemical storage, use or processing); and (c) where the county legislative board of zoning appeals has reversed the zoning administrator.

56. That York County continued permitting of Silfab is ultra vires, usurps, and misappropriates the authority of the legislative body in York County, where zoning is inherently a legislative, not administrative, function. That York County is permitting spot zoning or site-specific zoning, unlawfully by usurping and misappropriating legislative functions outside the scope of the administrative government's statutory authority by rulemaking of the administrative depart-

ments of York County government. Zoning is inherently a legislative function. *Hampton*, supra.

### APPLICATION

57. The above allegations are re-stated here and incorporated by reference as if repeated verbatim.

58. Petitioners are informed and believe that it is a matter for the legislative body to determine whether public health and safety are adversely affected, not the administrative government or its departments. As previously stated, zoning is a legislative function to be exercised by the County Council. *See Hampton*, supra.

59. York County has persisted in issuing permits for construction to the corporation Silfab, where the only written signature of the zoning administrator is documentation to the corporation that the anticipated use (chemical manufacturing) is prohibited at the site. Exhibit-C. There exists no zoning approval signed by the Zoning Administrator. There also exists no change of use or variance petition by the corporation before construction and build-out of a chemical plant where once stood a distribution warehouse.

60. That York County's Board of Zoning Appeals issued a five-to-zero REVERSAL of the Zoning Administrator and the corporation's desired change of use at the site, which the corporation and York County management entirely ignore. Exhibit-C.

61. That the corporation and York County government had actual and constructive knowledge of the character and use of properties surrounding the Silfab site, and that no vested chemical manufacturing use existed at the site prior to Silfab occupancy and operations without a proper permit. There are suffi-

cient facts to justify that neither the county nor the corporation — in good faith — and without notice made millions in expenditures vs. mitigating environmental impact to the Fort Mill residents and the taxpayers.

62. That York County has received actual notice, inspected, found occupancy violations, and issued temporary stop work orders where Silfab has violated the law by requiring workers to be inside the plant where no temporary occupancy permits existed. See Exhibit-B, Affidavit Jason Rhoades. The difficulty in which the corporation and York County government find themselves is one of their own making. “Our courts have concluded that the police power is, however, paramount provided it has a sound and reasonable basis.” *Whitfield*, supra.

63. That the corporation is actively storing toxic and Pyrophoric chemicals on site with no operations permit said chemicals shipped to the corporation from Korea and China via bills of lading. No proper storage buildings outside the warehouse have been completed, meaning the chemicals are stored within. That said shipments expressly include combustible Trimethylaluminum (TMA), Phosphorous Oxychloride, and Boron Trichloride chemicals. See Exhibit-A, Affidavit Amanda Morrison. See also, Exhibit-B Affidavit of Jason Rhoades.

64. Effective 10/27/2025 the corporation only has a temporary certificate of occupancy (TCO) for Building “A” main warehouse, permit # 202493901.

65. Proper cause in the form of protecting the health and welfare of citizens exists, which warrants Supreme Court exercise of original jurisdiction and

the court issuing a Writ of Prohibition compelling York County Management from further issuance of permits for permanent occupancy or operation permit where a rogue Canadian corporation has not merely bent the rules, but irretrievably broken them. It has done so at the expense of the citizens safety and health. It could not have done so without York County government collusion.

WHEREFORE, the Petitioner prays this Court review these matters under the emergency exercise of original jurisdiction of the Court and issue Writ of Mandamus and Writ of Prohibition as to York County and its management officials to stop spot zoning in progress, protect the status quo, and protect against the impact to the public interest, health, safety, and welfare of Fort Mill residents. Specifically, petitioners seek orders:

1. Compelling Cease and Desist Order by York County by Writ of Mandamus issued to county management officials until and unless the corporation has complied with zoning and requiring any construction permit(s) issued without signed approval of the Zoning Administrator, specifically, to be permanently revoked. (Permitted uses for the site include only storage and distribution; not storage, use, or discharge involving toxic or pyrophoric chemicals).

2. For an order Compelling York County to physically inspect the premises and alleged change of use alleged having occurred at the subject site to document and catalog storage of toxic pyrophoric chemicals near neighboring schools and homes at the site if no operations permit has issued, and prohibit further transport of toxic or phosphoric substances into the site by the corporation.

3. That should storage of toxic or Pyrophoric substances be confirmed on site by inspection where no operations permit, that York County be compelled to revoke permits, and by Writ of Prohibition, the county be restrained and enjoined from issuance of permanent operations or permanent occupancy permit, enforcing the existing ordinances or existing approved land use as strictly enforced.

4. That cease-and-desist order be compelled to be issued by York County to cease conversion of the 840,000 square foot distribution warehouse to a chemical plant next to adjacent schools and homes pursuant to § 6-29-950 where the public interest in health, safety and welfare is inherently involved and paramount over the county's failure to exercise its police power and act upon ministerial duty.

5. Those Respondents be compelled to obey the lawful reversal order of the quasi-judicial body Board of Zoning Appeals (BZA) of May 30, 2024.

6. That this court Order Writ of Prohibition prohibiting York County and its officials from issuing any further temporary or permanent occupancy or operational permit until the corporation complies with zoning, specifically S.C. Code Ann. 6-29-950 and § 155.1121 of the York County Zoning Code.

7. For such other and further relief in favor of Petitioner as the Supreme Court may deem just and proper in favor of Petitioners.

App.185a

Respectfully submitted,

HALFORD LAW FIRM

J. Cameron Halford-

Attorney at Law-LLC

/s/ J. Cameron Halford, Esq.

S.C. Bar *Id.* 17184

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

e-mail: cam@halfordlaw.net

e-mail: joanni@halfordlaw.net

ATTORNEY FOR PETITIONERS

October 28, 2025

**PETITIONER'S EXHIBITS**

---

IN THE SUPREME COURT  
STATE OF SOUTH CAROLINA

---

PETITION IN THE ORIGINAL JURISDICTION OF  
THE SUPREME COURT York County

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH ITS  
MANAGER JOSHUA EDWARDS; JOSEPH [*Sic:*  
JOSH] REINHARDT, MANAGER OF YORK  
COUNTY DEVELOPMENT SERVICES  
DEPARTMENT; AND JONATHAN BUONO,  
DIRECTOR OF YORK COUNTY PLANNING  
AND DEVELOPMENT,

*Respondents.*

---

No.

---

**EXHIBIT A**  
**AFFIDAVIT OF AMANDA MORRISON**

1. My name is Amanda Morrison. I am over the age of eighteen (18) and make this Affidavit and Verification based on my own knowledge and

experience. I have never been convicted of a crime of deceit or dishonesty. The factual statements I make are true and accurate except matters stated on information and belief, the same which I believe to be true and accurate.

2. I live in the Fort Mill community where Silfab has located its plant, and I am a member of the MOVESILFAB.COM and Citizens Alliance for Government Integrity (CAGI) groups opposing Silfab Solar construction of a chemical manufacturing use at 7149 Logistics Lane in Fort Mill. The site was formerly a distribution warehouse, which is becoming an industrial plant in violation of zoning code.

3. I have more than eighteen (18) years of professional experience in transportation, logistics and hazardous material compliance. I currently work for one of the leading global steamship lines where my job duties involve working closely with trucking companies and managing in-land delivery of shipments throughout North America.

4. My work includes extensive experience reviewing Bills of Lading, container tracking data, and hazardous material documentation signed by the U.S. Department of Transportation (DOT) as well as the International Maritime Dangerous Goods (IMDG) code.

5. At the request of the citizens group, I was asked to review public records and shipment data connected to the Silfab Solar plant at 7149 Logistics Lane, Fort Mill. I also reviewed information from steamship line websites showing container activity through the port of Charleston, South Carolina (Wando Welch) in early 2025.

6. The Bill of Lading that I reviewed identify three (3) hazardous material shipments consigned to and delivered to Silfab at 7149 Logistics Lane in Fort Mill, including:

- a. Trimethylaluminum (TMA), UN3394, a Class 4.2 (Pyrophoric Liquid).
- b. Phosphorous Oxychloride, UN1810, Class 6.1/8 (toxic corrosive liquid).
- c. Boron Trichloride, UN1741, Class 2.3/8 (toxic and corrosive gases).

7. Each of the above in-bound chemical shipments arrived in South Carolina at the Port of Charleston (Wando Welch Terminal) in January, 2025. I have verified through public steamship line tracking systems that each container linked to the Bills of Lading out-gated loaded from the Charleston terminal and later returned empty, which confirms the cargo was unloaded.

8. Under U.S. DOT Hazardous Materials regulations (49 CFR Parts 171-180) and IMDG code Chapter 5.4, containers carrying hazardous materials must remain sealed from the time of origin until opened by the consignee listed on the Bill of Lading or an authorized hazardous materials handler at the consignee facility. The seal cannot be legally broken by carriers, drayage operators, or third parties.

9. The Bills of Lading that I reviewed listed the consignee as SILFAB SOLAR CELLS SC, INC., which I believe to be the facility near Fort Mill construction at 7149 Logistics Lane. I am aware that the corporation has no operations permit and has no permanent occupancy permit at the time when shipments were

received. The Bills of Lading show a destination address of 7149 Logistics Lane, Fort Mill, South Carolina which I know is the Silfab Solar site.

10. Because these sealed hazardous containers were out-gated loaded and returned empty, the only reasonable conclusion I believe is that the chemicals were delivered to and unloaded at the Silfab Solar site in Fort Mill. I am aware that Silfab has no operations permit.

11. Based upon my review of the shipping records, public findings, and my professional understanding of transportation and safety regulations, I believe the listed hazardous and pyrophoric chemicals were delivered to, received and stored at the Silfab Solar plant during the times listed on the shipping manifests attached as Exhibit-1. This is not the first time the corporation has violated regulations.

12. I am also aware of stop work orders issued by York County as Silfab was inspected by the Senior Fire Marshall for Fort Mill, and found to have workers inside the plant facility where Silfab had no temporary occupancy permit and York County temporarily shut down operations at the facility due to the occupancy violations.

13. It is my opinion that the corporation is actively constructing a facility that will emit pollutants near our schools and homes. I give this Affidavit in support of the Supreme Court petitions for Writ of Mandamus and Writ of Prohibition.

Further, affiant sayeth naught.

/s/ Amanda Morrison

Sworn to and subscribed before me this 24 day of October, 2025.

/s/ Kristin Huston

Notary Public for South Carolina  
My Commission Expires 9-9-2031

[ . . . ]

---

**Exhibit 1 (1 of 4) match Bill of Lading to 1B**

Shipment 1 – Trimethylaluminum (TMA)

<https://ecomm.one-line.com/ecom/manage-shipment/cargo-tracking?trakNoParam=PUSE14701600&trakNoTypeCdParam=B>

- Commodity: 1 package of Trimethylaluminum (TMA)
- UN Number / Class: UN3394, Class 4.2 (Pyrophoric Liquid)
- Bill of Lading: ONEYPUSE14701600
- Container Number: TEMU5171439
- Vessel: Shanghai Express 050E
- Port of Loading: Busan, Korea Republic (HMM PSA New-Port Terminal Co. Ltd)
- Port of Discharge: Charleston, South Carolina (Wando Welch Terminal)
- Arrival Date: January 16, 2025
- Cargo Weight: 1,103 kg

[Tracking screenshot showing container movement history]

Booking Ref

Container No.

Latest Place

Latest Event Status Time

Seal No.

Purchase Order No.

PLS14701600

ITEM171429

20794 ST. 500.000 KGS

CHARLESTON, SC

WMT/DWANGO WELCH TERMINAL

Empty Container Returned from Customer

2025-01-29 13:49

\*\*\*\*\*

**Cargo Tracking** Cargo Release & Ball Tracking

Show Latest Event

**PUSAN, KOREA REPUBLIC OF**

HPT/HMM/PSA NEW-PORT TERMINAL CO., LTD.

Empty Container Release to Shipper

Gate In to Outbound Terminal

Loaded on Vessel at Port of Loading

SHANGHAI EXPRESS 355K

Vessel Departure from Port of Loading

2024-12-03 09:46

2024-12-13 11:21

2024-12-18 08:01

2024-12-18 11:22

**CHARLESTON, SC, UNITED STATES**

WMT/DWANGO WELCH TERMINAL

Vessel Arrival at Port of Discharge

Unloaded from Vessel at Port of Discharging

Gate Out from Inbound Terminal for Delivery to Consignee (or Port Shuttle)

Empty Container Returned from Customer

2025-01-16 17:31

2025-01-17 11:29

2025-01-21 15:39

2025-01-29 13:49

Actual Schedule

Estimate Schedule

Download

**{Transcription}**

Booking Ref

PUSE14701600

Container No.

TEMU5171439

20'DRY ST. - 5000.000 KGS

Latest Place

CHARLESTON, SC

WWT (WANDO WELCH TERMINAL)

Latest Event Status/Time

Empty Container Returned from Customer 2025-01-29 13:49

Seal No. \*\*\*\*\*

Purchase Order No.

[Cargo Tracking](#) – Cargo Release & Rail Tracking

Show Latest Event

[Actual Schedule - Estimate Schedule - Download](#)

PUSAN, KOREA REPUBLIC OF

HPNT. HMM PSA NEW-PORT TERMINAL CO., LTD

Empty Container Release to Shipper 2024-12-03 09:46

ⓐ

Gate In to Outbound Terminal 2024-12-13 11:21 ⓐ

Loaded on Vessel at Port of Loading SHANGHAI EXPRESS 050E 2024-12-18 08:01 ⓐ

App.193a

Vessel Departure from Port of Loading 2024-12-18  
11:22 Ⓐ

CHARLESTON, SC, UNITED STATES  
WWT (WANDO WELCH TERMINAL)

Vessel Arrival at Port of Discharge 2025-01-16 17:31  
Ⓐ

Unloaded from Vessel at Port of Discharging 2025-01-  
17 11:29 Ⓐ

Gate Out from Inbound Terminal for Delivery to  
Consignee (or Port Shuttle) 2025-01-21 15:39 Ⓐ

Empty Container Returned from Customer 2025-01-  
29 13:49 Ⓐ

**Exhibit 1 (2 of 4) match Bill of Lading to 1C**

Shipment 2 – Phosphorus Oxychloride

<https://www.zim.com/tools/track-a-shipment?consnumber=ZIMUSNH7706263>

- Commodity: Phosphorus Oxychloride
- UN Number / Class: UN1810, Class 6.1 / 8 (Toxic / Corrosive Liquid)
- Bill of Lading: ZIMUSNH7706263
- Container Number: TEMU4426134
- Vessel: ZIM Mount Vinson
- Shipping Line: Zim American Integrated Shipping Services Ltd.
- Port of Loading: Shanghai Shengdong International Container Terminal 1, China
- Port of Discharge: Charleston, South Carolina (Wando Welch Terminal)

App.194a

- Arrival Date: February 13–14, 2025
- Cargo Weight: 1,624 lbs

**[Tracking table screenshot]**

Container <b>TEMU442613-4</b>	Date <b>14-Feb-2025</b>	Inland Dest/Origin CHARLESTON - WANDO TERMINAL	Gate <b>EMPTY IN GATE</b>	Appt (General) <b>OUT TO CLIENT</b>	Availability <b>AVAILABLE</b>
IX 1	SZ 20	TY DV	Haz Yes	Vessel ZVI	Date 06-Feb-2025 Date 17-Feb-2025
<b>TEMU442613-4</b>					
Port of Loading CHINA PORT	Port of Discharge CHARLESTON - WANDO TERMINAL	Place of Delivery CHARLESTON - WANDO TERMINAL	Shipping Line Zim American Integrated Shipping Services, Ltd.	Vessel ZVI	Cargo Weight 1,624 lbs
				Container Size and Type 20DV	Seal A4230308517

**{Transcription}**

Container TEMU442613-4

IX - I

Date 14-Feb-2025

SZ - 20

Inland Dest/Origin

CHARLESTON - WANDO TERMINAL

TY – DV

Haz - Yes

Gate EMPTY IN GATE

Vessel - ZV1

Appt (General) OUT TO CLIENT

Date - 06-Feb-2025

Availability AVAILABLE

Date 17-Feb-2025

**TEMU442613-4**

Port of Loading CHINA PORT

Port of Discharge

CHARLESTON - WANDO TERMINAL

Place of Delivery

CHARLESTON - WANDO TERMINAL

Shipping Line

Zim American Integrated Shipping Services, Ltd.

Vessel - ZV1

Container Size and Type - 20DV

Seal - A4230308517

Cargo Weight - 1624 lbs

**Exhibit 1 (3 of 4) match Bill of Lading to 1A**

Shipment 3 – Boron Trichloride

<https://www.hmm21.com/e-service/general/trackNTrace/TrackNTrace.do>

- Commodity: Boron Trichloride
- UN Number / Class: UN1741, Class 2.3 / 8 toxic gas that is also corrosive
- Bill of Lading: HDMUSHAZN8731500
- Container Number: FCU5060763
- Vessel: UNAYZAH EXPRESS 0034E
- Shipping Line: Hyundai Merchant Marine
- Port of Loading: Shanghai Shengdong International Container Terminal 4, China
- Port of Discharge: Charleston, South Carolina (Wando Welch Terminal)
- Arrival Date: January 21
- Cargo Weight: 1,296 lbs

**Exhibit 1 (4 of 4) returned empty container to port**

**[Tracking table screenshot]**

	Origin	Loading Port	Discharging Port	Destination
Location	SHANGHAI,CHINA	SHANGHAI,CHINA	CHARLESTON, SC	CHARLESTON, SC
Terminal	YANGSHAN PHASE 4 (SHANGDONG)	YANGSHAN PHASE 4 (SHANGDONG)	WANDO WELCH TERMINAL(APX / NYX / ATS)	WANDO WELCH TERMINAL(APX / NYX / ATS)
Arrival(ETB)		2024-12-20 07:51	2025-01-21 17:41	2025-01-25 01:34
Departure	2024-12-11 22:42	2024-12-20 07:28		

\* The arrival date & time at discharging port is set as ETB (Estimated time of Berthing)

\* Blue : Estimated Date & Time

\* Red : Actual Date & Time

\* All dates and times are local dates and times.

\* Estimated data is given without guarantee and subject to change without prior notice.

\* If your shipment is blank now, please contact with HMM for more details.

Excel

No.	Container No.	Trailer No.	Cargo Type	Type / Size	Weight	BL No.	Cell No.	Service Term	B/L Status	Seal No.	Movement	Last Movement Date
1	FCU5006763		DG	DC20	1296	SHAZN8731500		CY-CY	Waybill	24H032443	Import Empty Container Returned	2025-02-01 10:22

\* You can view Track & Trace results when clicking Container number.

**Shipment Progress**

Excel Roll ETD/ETA View Roll Move Download More

Date	Time	Location	Status Description	Mode
2025-02-01	10:22	CHARLESTON, SC	Import Empty Container Returned	Truck
2025-01-30	12:15	CHARLESTON, SC	Import Truck Gate Out from Terminal	Truck
2025-01-25	01:34	CHARLESTON, SC	Vessel Discharged at POD	UNAYZAH EXPRESS 0034E
2025-01-21	17:41	CHARLESTON, SC	Vessel Berthing at POD	UNAYZAH EXPRESS 0034E
2025-01-20	03:43	CHARLESTON, SC	Vessel Arrival at POD	UNAYZAH EXPRESS 0034E
2024-12-20	07:28	SHANGHAI,CHINA	Vessel Departure from POL	UNAYZAH EXPRESS 0034E
2024-12-20	02:40	SHANGHAI,CHINA	Vessel Loading at POL	UNAYZAH EXPRESS 0034E
2024-12-20	01:51	SHANGHAI,CHINA	Export Truck Gate In to Terminal	Truck
2024-12-11	22:42	SHANGHAI,CHINA	Export Empty Container Released	Truck

Tracking results are provided by HMM Co.,Ltd. : 2025-10-18 Saturday 20:57

**{Transcription}**

Location

Origin SHANGHAI, CHINA

Loading Port SHANGHAI, CHINA

Discharging Port CHARLESTON, SC

Destination CHARLESTON, SC

Terminal

Origin YANGSHAN PHASE 4 (SHANGDONG)

Loading Port YANGSHAN PHASE 4 (SHANGDONG)

Discharging Port WANDO WELCH TERMINAL  
(APX / NYX / ATS)

Destination WANDO WELCH TERMINAL (APX /  
NYX / ATS)

Arrival(ETB)

Loading Port 2024-12-20 01:51

Discharging Port 2025-01-21 17:41

Destination 2025-01-25 01:34

Departure

Origin 2024-12-11 22:42

Loading Port 2024-12-20 07:28

The arrival date & time at discharging port is  
set as ETB (Estimated time of Berthing).

Blue : Estimated Date & Time

Red : Actual Date & Time

All dates and times are local dates and times.

App.199a

Estimated data is given without guarantee and subject to change without prior notice.

If your shipment is blank now, please contact with HMM for more details.

Excel

No. 1

Container No. FCIU5006763

Trailer No.

Cargo Type DG

Type / Size DC/20

Weight 1296

B/L No. SHAZNB731500

Cell No.

Service Term CY-CY

B/L Status Waybill

Seal No. 24H032443

Movement Import Empty Container Returned

Last Movement Date 2025-02-01 10:22

You can view Track & Trace results when clicking Container number.

**Shipment Progress**

**Date | Time | Location | Status Description | Mode**

2025-02-01 | 10:22 | CHARLESTON, SC | Import Empty Container Returned | Truck

App.200a

2025-01-30 | 12:15 | CHARLESTON, SC | Import  
Truck Gate Out from Terminal | Truck

2025-01-25 | 01:34 | CHARLESTON, SC | Vessel  
Discharged at POD | UNIAYZAH EXPRESS 0034E

2025-01-21 | 17:41 | CHARLESTON, SC | Vessel  
Berthing at POD | UNIAYZAH EXPRESS 0034E

2025-01-20 | 03:43 | CHARLESTON, SC | Vessel  
Arrival at POD | UNIAYZAH EXPRESS 0034E

2024-12-20 | 07:28 | SHANGHAI, CHINA | Vessel  
Departure from POL | UNIAYZAH EXPRESS 0034E

2024-12-20 | 02:40 | SHANGHAI, CHINA | Vessel  
Loading at POL | Truck

2024-12-20 | 01:51 | SHANGHAI, CHINA | Export  
Truck Gate In to Terminal | Truck

2024-12-11 | 22:42 | SHANGHAI, CHINA | Export  
Empty Container Released | Truck

Tracking results are provided by HMM Co.,Ltd: 2025-  
10-18 Saturday 20:57

App.201a

**Exhibit 1A**

importkey.com

BOL: HDMUSHAZN8731500

**BILL OF LADING**

**SUPPLIER/SHIPPER:**

HK APK LIMITED

ROOM 06,13AF, SOUTH TOWER, WORLD  
CENTRE, HARBOUR CITY,17 CANTON  
ROAD, HONG KONG

HK

**BUYER/CONSIGNEE:**

SILFAB SOLAR CELLS SC INC

7149 LOGISTICS LN FORT MILL SC 29715  
UNITED STATES FORT MILL SC 29715

US

ORIGIN: 57035 Shanghai, China

DESTINATION: 1601 Charleston, South Carolina

PLACE OF RECEIPT: SHANGHAI CHINA

NOTIFY PARTY NAME:

BILL TYPE: HOUSE BILL

House Bill: DSCHDV110469

BOL: HDMUSHAZN8731500

Actual Arrival Date: 2025-01-21

Vessel Name: UNAYZAH EXPRESS

Container Number: FCIU5006763

Estimate Arrival Date: 2025-01-21

App.202a

Vessel Country Code: LR

Cargo Description:

BORON TRICHLORIDE/BCL3 2.3(8)/1741

Piece Count: 000000012

WEIGHT: 000001296

Manifest Quantity: 000000012

Manifest#: 000001

Voyage Number: 0034E

Trade Update Date: 2024-12-12

Carrier Code: DSCH

Conveyance Id: 9525871

Conveyance Id Qualifier: 03

Foreign Port Of Lading Qualifier: K

Record Status Indicator: N

Mode of Transportation: VESSEL, containerized

Container Description Sequence Number: 001

Container Info From Type 20 Record:

CN=FCIU5006763 L=00000 H=00000000

W=00000000 LOAD-STATUS=L

TYPE-OF-SVC=Pier to Pier

App.203a

**Exhibit 1B**

importkey.com

BOL: ONEYPUSE14701600

**BILL OF LADING**

SUPPLIER/SHIPPER:

HK APK LIMITED

ROOM 06, 13A F, SOUTH TOWER, WORLD  
HONGKONG 99999 HK

BUYER/CONSIGNEE:

SILFAB SOLAR CELLS SC INC.

7149 LOGISTICS LN FORT MILL SC 29715  
FORT MILL SC 29715 US

ORIGIN: 58023 Busan, South Korea

DESTINATION: 1601 Charleston, South Carolina

PLACE OF RECEIPT: PUSAN

NOTIFY PARTY NAME:

SILFAB SOLAR CELLS SC INC.

BILL TYPE: HOUSE BILL

House Bill: ONEYPUSE14701A01

BOL: ONEYPUSE14701600

Actual Arrival Date: 2025-01-16

Vessel Name: SHANGHAI EXPRESS

Container Number: TEMU5171439

Estimate Arrival Date: 2025-01-24

Vessel Country Code: DE

Cargo Description:

App.204a

1 PKG OF  
TRIMETHYLALUMINIUM(TMA) UN3394  
CLASS

Piece Count: 000000001

WEIGHT: 000000500

Manifest Quantity: 000000001

Manifest#: 000001

Voyage Number: 050E

Trade Update Date: 2024-12-13

Carrier Code: ONEY

Conveyance Id: 9501368

Conveyance Id Qualifier: 03

Foreign Port Of Lading Qualifier: K

Record Status Indicator: N

Mode Of Transportation: VESSEL, non-container

Container Description Sequence Number: 001

Container Info From Type 20 Record:

CN=TEMU5171439 L=02000 H=00000806  
W=00000802 TYPE=2GO LOAD-  
STATUS=L TYPE-OF-SVC=Container Yard

App.205a

**Exhibit 1C**

importkey.com

BOL: ZIMUSNH7706263

**BILL OF LADING**

**SUPPLIER/SHIPPER:**

HK APK LIMITED

ROOM 06, 13AF, SOUTH TOWER,  
WORLD FINANCE CENTRE, HARBOUR  
CITY, 17 KOWLOON 91

CN

**BUYER/CONSIGNEE:**

SILFAB SOLAR CELLS SC INC

7149 LOGISTICS LN FORT MILL SC  
29715 UNITED STATES FORT MILL SC  
29715

US

ORIGIN: 57035 Shanghai, China

DESTINATION: 1601 Charleston, South Carolina

PLACE OF RECEIPT: SHANGHAI

NOTIFY PARTY NAME:

SILFAB SOLAR CELLS SC INC.

BILL TYPE: HOUSE BILL

House Bill: TOKSISE24121333

BOL: ZIMUSNH7706263

Actual Arrival Date: 2025-02-13

Vessel Name: ZIM MOUNT VINSON

Container Number: TEMU4426134

App.206a

Estimate Arrival Date: 2025-02-01  
Vessel Country Code: HK  
Cargo Description:  
PHOSPHORUS OXYCHLORIDE 6.1 8 1810  
Piece Count: 000000092  
WEIGHT: 000000736  
Manifest Quantity: 000000092  
Manifest#: 000001  
Voyage Number: 4E  
Trade Update Date: 2024-12-31  
Carrier Code: TOKS  
Conveyance Id: ZIM MOUNT VINSON  
Conveyance Id Qualifier: 08  
Foreign Port Of Lading Qualifier: K  
Record Status Indicator: N  
Mode Of Transportation: VESSEL, containerized  
Container Description Sequence Number: 001  
Container Info From Type 20 Record:  
CN=TEMU4426134 L=02000 H=00000806  
W=00000800 TYPE=22GO LOAD-  
STATUS=L

**EXHIBIT B**  
**AFFIDAVIT OF JASON RHOADES**

IN THE SUPREME COURT  
STATE OF SOUTH CAROLINA

---

PETITION IN THE ORIGINAL JURISDICTION OF  
THE SUPREME COURT York County

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH ITS  
MANAGER JOSHUA EDWARDS; JOSEPH [*Sic:*  
JOSH] REINHARDT, MANAGER OF YORK COUNTY  
DEVELOPMENT SERVICES DEPARTMENT; AND  
JONATHAN BUONO, DIRECTOR OF YORK  
COUNTY PLANNING AND DEVELOPMENT,

*Respondents.*

---

**AFFIDAVIT OF JASON RHOADES**

1. My name is Jason Rhoades. I am over the age of eighteen (18) and make this Affidavit and Verification based on my own knowledge and experience. I have never been convicted of a crime of deceit or dishonesty. The factual statements I make are true and accurate except matters stated on information and belief, the same which I believe to be true and accurate. I make

this affidavit after review of the petition being filed with the court and after review of Affidavit of Amanda Morrison.

2. I began work at the Silfab Solar plant during first week of March, 2025. My last work date on site and inside the facility was June 23, 2025. But, I was still receiving pay when working from home.

3. My supervisor was Dvel Patel. I notified my supervisor that I wanted to see the temporary occupancy permit (TOC), and was told that this was not my business. I went up the chain of command to Greg Basden, concerned that a work injury to me or other employee(s) would not be covered if we were operating inside with no occupancy permit. Mr. Basden confirmed he would look into it for me, and he acknowledged at the time of our meeting the county had not issued a TOC, yet workers were required to work inside the facility. This included me.

4. I then notified the Fort Mill Senior Fire Marshall, who conducted a surprise inspection late afternoon July 23, 2025 and found workers on site. I know that the Fire Marshall also brought York County inspectors to the inspection, and that York County issued temporary stop work orders for all activity at the warehouse facility.

5. I was discharged by Microsoft Teams® virtual meeting on July 1, 2025 at 10:38 a.m. Two company human resource managers asked me not to record this online virtual meeting, which involve several personnel from the company, including my direct supervisor Dvel Patel from the Fort Mill plant, who never spoke. I did not know I was being set up for termination.

6. I personally observed chemicals stored on site within the warehouse building. What concerned me most is no Safety Data Sheets were posted on the outside of the containers to identify the contents of containers received by Silfab. The chemical containers I saw were on the warehouse floor and not in the “clean room” or product assembly lines part of the warehouse. This is a document that has to be accessible to employees at all times. I specifically asked for them, but my supervisor would not provide it.

7. At the relevant time, containers were stored within the warehouse in the south side of the warehouse in scattered manner, roped off with areas of crates and boxes having a yellow tape perimeter around them. I can attest the chemicals made it inside the plant warehouse.

8. I know that Silfab required employees to work inside the facility, unless they knew an inspection was to occur, in which case we were asked to stay home. This happened to me personally. My primary responsibilities were of a quality assurance technician.

9. I write this Affidavit in support of the Petition to have the Supreme Court issue Writ of Mandamus and Writ of Prohibition. I became aware of the public outrage over the corporation’s change of distribution warehouse, to facility for chemical manufacturing use. When I worked there, the site had no exhaust stacks or water treatment constructed on site. I can attest from a quality assurance stand point that the company has recklessly engaged in construction while not being properly zoned.

10. The company has used chemicals imported from China and Korea, and the installation of equip-

ment for industrial process that will use chemicals is over-seen by personnel from China who cannot speak the English language. They would be responsible for doing the training of personnel of employees in operation of the machinery.

11. I was working at the site when the General Contractor suspended work and filed liens due to non-payment, and I saw Silfab use in-house maintenance workers to continue putting together equipment inside the facility when the general contractor suspended operations due to dispute with Silfab.

12. I am just now becoming aware that the company was actively storing chemicals that were received on site while making us work inside. I want the court to know that Silfab breaks the rules routinely. They did not abide by regulations regarding occupancy. They have no operations permit. They have engaged in receipt and storage of toxic and flammable chemicals while all workers were required to be inside the warehouse, and have no Operations permit. At no time were employees warned of Pyrophoric chemicals. At no time during my working there did I see Safety Data Sheets, which I asked for but the company did not provide. I know that at no time did the corporation have an operations permit from York County.

13. According to the Canadian corporations' officers that work in Canada, the company has already engaged in prototype production operations, which had to involve use of chemicals. I am aware that the company was permitted for five (5) production lines, only. There were six (6) lines when I last worked there. I know the company has room for eight (8) production lines in anticipation of operations to produce solar panels and solar cells.

/s/ Jason Rhoades

Sworn to and subscribed before me this 24th day of  
October, 2025.

/s/ Kristin Huston

Notary Public for South Carolina  
My Commission Expires 9-9-2031

---

**EXHIBIT C  
BOARD OF ZONING APPEALS RULING  
(MAY 30, 2024)**

**FOR USE OF BOARD OF ZONING APPEALS  
ONLY (FINAL DECISION)**

**REQUESTED ADMINISTRATIVE APPEAL  
REQUEST FOR: WALTER BUCHANAN**

**FOR: WALTER BUCHANAN IS APPEALING THE  
ADMINISTRATIVE DECISION MADE BY  
THE YORK COUNTY ZONING ADMINISTRA-  
TOR TO A ZONING CODE INTERPRETATION,  
VARIOUS SECTIONS RELATED TO USES  
PERMITTED IN THE LIGHT INDUSTRIAL (LI)  
DISTRICT. CASE NUMBER Z24-2 AA**

**REQUEST AN ADMINISTRATIVE APPEAL  
TO:**

**THE APPLICANT REQUESTS AN ADMINIS-  
TRATIVE APPEAL OF THE ZONING CODE INTER-**

PRETATION MADE BY THE YORK COUNTY ZONING ADMINISTRATOR REGARDING A USE IN THE LIGHT INDUSTRIAL ZONING DISTRICT.

ANY PREVIOUS REQUESTS FOR SAME VARIANCE: (X) NO

[ . . . ]

1. PUBLIC HEARING SET FOR MAY 9, 2024

2. ADVERTISED IN: THE HERALD DATE: MARCH 24, 2024

3. PUBLIC HEARING HELD: YORK COUNTY GOVERNMENT CENTER DATE: MAY 9, 2024

4. THE BOARD OF ZONING APPEALS HELD A PUBLIC HEARING ON MAY 9, 2024 TO CONSIDER an administrative appeal by Walter Buchanan requesting that the Board reverse the Zoning Administrator's Interpretation that Solar Panel Manufacturing is a Permitted Use within the Light Industrial Zoning District and further determine that Solar Panel Manufacturing be considered a Heavy Industrial use.

5. In her Interpretation of the York County Zoning Code, the Zoning Administrator determined that Solar Panel Manufacturing is classified as Computer and Electronic Products Manufacturing as defined in the York County Zoning Code. The Zoning Administrator's conclusion resulted after consultation with the North American Industry Classification System (NAICS), a system created and developed by the U.S. Bureau of Labor Statistics to track economic activities in North America on the principle that businesses that are similar in form or function, or that use similar production processes, should be grouped

together. NAICS is utilized by countless jurisdictions across the Country to assist with classification of uses. Additionally, the York County Zoning Code is heavily informed by NAICS, as evidenced by the numerous defined uses and manufacturing subsectors that are shared (verbatim) between the York County Zoning Code and NAICS.

6. THE BOARD MAKES THE FOLLOWING FINDINGS OF FACT WHICH ARE SUPPORTED BY THE EVIDENCE: Upon consideration of all presentations, evidence, and testimony presented before the Board of Zoning Appeals regarding whether the Zoning Administrator erred in determining that Solar Panel Manufacturing exists within the York County Zoning Code under the Use “Computer and Electronic Products Manufacturing” and as a result, is permitted use in the Light Industrial District, the Board finds: the Zoning Administrator erred in determining that Solar Panel Manufacturing is a permitted use in the Light Industrial District; that while the Zoning Administrator is not prohibited from using the North American Industry Classification System (NAICS) as an aid in making classification interpretations under the Zoning Code, NAICS is not referenced in the York County Code of Ordinances as the authority by which such determinations are made, and staff presented insufficient evidence that any analysis independent of NAICS was utilized in making the determination that Solar Panel Manufacturing fits within the Computer and Electronic Products Manufacturing Use, which is a Permitted Use in the Light Industrial District; that Solar Panel Manufacturing is not expressly listed as a Permitted Use in the Light Industrial District, and as a result, prohibited pursuant to the Zoning Code

§ 155.270(G), which states that any use not listed for an applicable zoning district in the Use Tables provided in the Code is prohibited.

7. UPON CONSIDERATION OF THE FOREGOING, THE BOARD CONCLUDES: The Zoning Administrator erred in determining that Solar Panel Manufacturing is a Use under Computer and Electronic Products Manufacturing permitted in Light Industrial; and that Solar Panel Manufacturing is not listed as a Use applicable for the Light Industrial Zoning District and is therefore prohibited pursuant to § 155.270 (G), York County Code of Ordinances.

THE BOARD, THEREFORE, UPON MOTION AND VOTE OF 5-0, REVERSED THE INTERPRETATION OF THE ZONING ADMINISTRATOR THAT SOLAR PANEL MANUFACTURING IS PERMITTED IN THE LIGHT INDUSTRIAL DISTRICT UNDER THE COMPUTER AND ELECTRONIC PRODUCTS MANUFACTURING USE.

---

**EXHIBIT D  
SCDHEC PERMIT AND SITE  
(MARCH 1, 2024)**



dhec  
S.C. Department of Health  
and Environmental  
Control

**Bureau of Air Quality  
Synthetic Minor Construction Permit**

App.215a

Silfab Solar  
7149 Logistics Lane  
Fort Mill, South Carolina 29715  
York County

In accordance with the provisions of the Pollution Control Act, Sections 48-1-50(5), 48-1-100(A), and 48-1-110(a), the 1976 Code of Laws of South Carolina, as amended, and South Carolina Regulation 61-62, Air Pollution Control Regulations and Standards, the Bureau of Air Quality authorizes the construction of this facility and the equipment specified herein in accordance with the plans, specifications, and other information submitted in the construction permit application received on June 05, 2023, as amended. All official correspondence, plans, permit applications, and written statements are an integral part of the permit. Any false information or misrepresentation in the application for a construction permit may be grounds for permit revocation.

The construction and subsequent operation of this facility is subject to and conditioned upon the terms, limitations, standards, and schedules contained herein or as specified by this permit and its accompanying attachments.

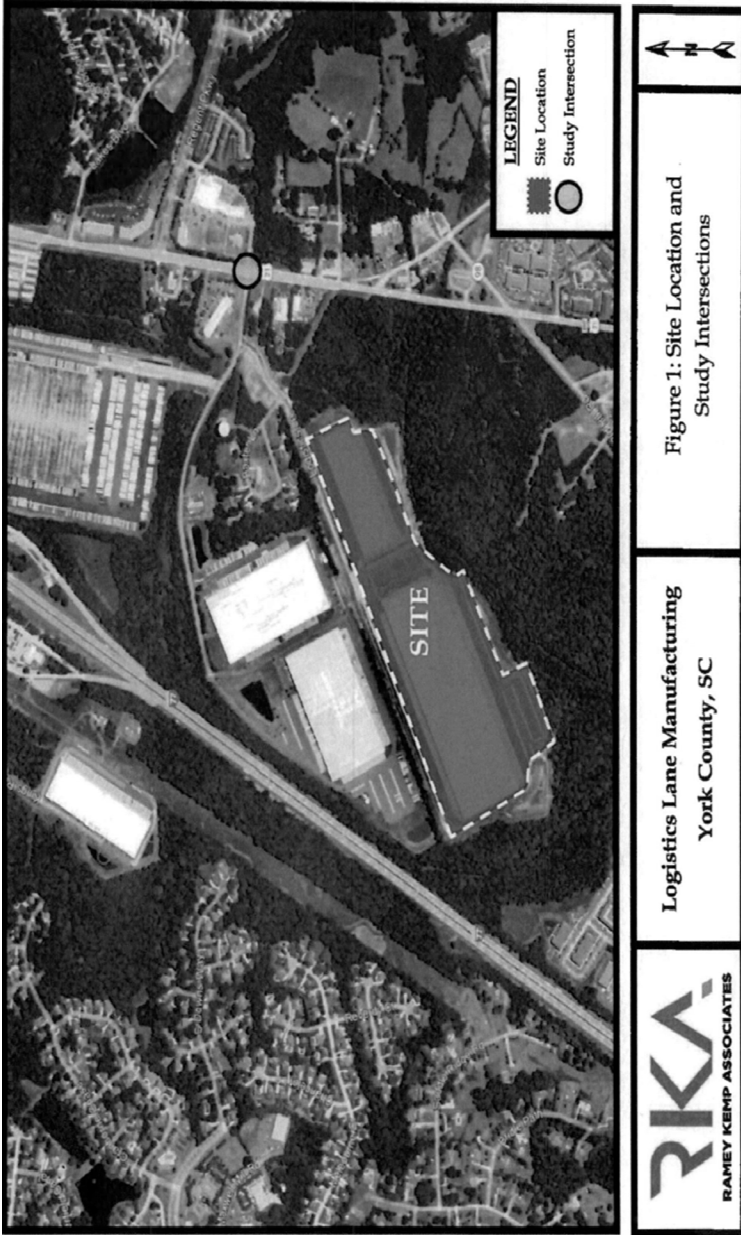
Permit Number: CP-50000090 v1.0

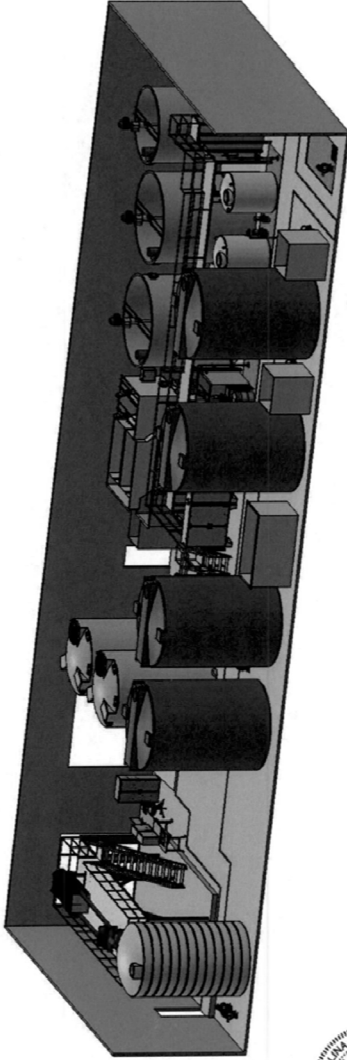
Agency Air Number: 2440-0293

Issue Date: March 1, 2024

/s/ Steve McCaslin

Steve McCaslin, P.E., Director  
Air Permitting Division  
Bureau of Air Quality

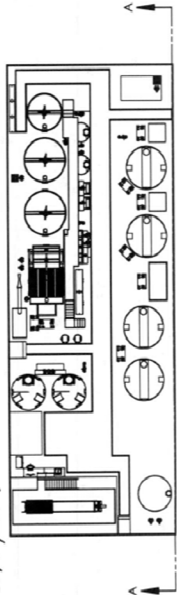




SECTION A-A  
SCALE 1 : 120

NOTE: PE STAMP FOR OVERALL DESIGN AND LAYOUT DOES NOT COVER THE STRUCTURAL COMPONENTS IN THE DRAWING (I.E. CATWALK AND FILTER PRESS PLATFORM)

3/8/2024



 <b>ProChem</b> Incorporated Industrial Water Technologies & Sustainable Solutions	ProChem Incorporated 5100 Enterprise Drive Ellettsville, Va. 24607 800.286.8884 www.procheminc.com	Design Information Designed by: <b>J. Alabran</b> Date: <b>11/10/2023</b>	Project Drawing Title: <b>Silslab Combined 3D GA</b> Project Number: <b>22713</b>
	This is a conceptual drawing and may not be used for construction or other purposes without the express written consent of ProChem Incorporated. All rights reserved.	Sheet Scale: <b>1:100</b> Drawing Number: <b>22713 3D GA</b>	Client Name: <b>Silslab</b> 
Rev: <b>02</b> Sheet <b>2</b> of <b>3</b>			

**PETITIONER’S AMENDED REPLY BRIEF  
(DECEMBER 1, 2025)**

---

---

IN THE SUPREME COURT OF SOUTH CAROLINA

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY MANAGEMENT, by and through  
JOSHUA EDWARDS, Manager; JOSH  
REINHARDT, York County Development Services  
Department; and JONATHAN BUONO, Director of  
York County Planning & Development,

*Respondents.*

---

IN THE ORIGINAL JURISDICTION

---

---

**PETITIONER’S AMENDED REPLY BRIEF**

Petitioner seeks to amend its reply memorandum to include York County Council statements from county council meeting late evening December 1, 2025 evidencing the Fee In Lieu (FILOT) Agreement did not in any way constitute a decision on zoning. Attorney Christi Cox, Chair of the county council, affirmatively stated the York County Council “*did not decide a zoning issue, the council decided an economic development incentive program, we did not decide a zoning issue* and that zoning issue is currently before

the circuit court which is the appropriate next step from the Zoning Board of Appeals who made a decision on the zoning issue.” The statement is offered in direct rebuttal to Respondent citing the FILOT agreement constitutes any form of *repeal* of “[a]ll ordinances, resolutions, and parts thereof in conflict with tax incentive ordinance no. 6623 “inducement ordinance”. See, segment 24:38 council chair Cox@<http://youtube.com/watch?v=5bRNHPM31>.

## **I. Introduction**

This case presents a straightforward breakdown in the separation of legislative and administrative authority in York County’s zoning system. Respondents’ permitting theory rests on three untenable premises, each independently fatal.

First, Respondents incorrectly treat a staff-signed “zoning compliance verification” as lawful zoning compliance approval. York County Code §§ 155.262, 155.1121(A), and 155.1123(A) require approval from the Zoning Administrator, not a “Zoning Technician.” (Resp’ts’ Return at 4–5.) Because the December 2022 letter was not issued by the designated official, it is void ab initio. *Lominick v. City of Aiken*, 135 S.E.2d 305 (S.C. 1964). Petitioner requests the Supreme Court rule on the legality of permits; not Silfab’s appeal of the board of zoning appeals decision. The BZA decision is distinctly separate, not duplicative, and a matter Silfab must pursue successfully to acquire lawful permits. To date, Respondent has done the reverse, approving permits in excess of the county officers’ statutory authority.

Second, Respondents’ assertion that a FILOT agreement “ratified” or cured zoning defects finds no

support in statute, case law, or the York County Code. The Inducement Ordinance authorized a tax incentive agreement; it did not amend zoning, rezone property, or authorize any use. Zoning changes may occur only through legislative action. *Hampton v. Richland Cnty.*, 292 S.C. 500 (Ct. App. 1987); *Quail Hill, LLC v. Richland Cnty.*, 387 S.C. 223 (2010). Boilerplate FILOT language cannot replace the procedural safeguards required for zoning decisions. *FOne, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406 (2000).

Third, Respondents' contention that mandatory zoning-compliance prerequisites under S.C. Code § 6-29-950 become "discretionary" misreads the statute. Section 6-29-950 imposes mandatory conditions precedent to permit issuance. Respondents' reliance on § 155.1237(B)(5)'s "may issue a stop-work order" conflates discretion in choosing an enforcement mechanism with discretion to refuse enforcement altogether—a position unsupported by the ordinance or by South Carolina law.

Because each of these premises fails, each independently warrants relief, and this Court's exercise of original jurisdiction is appropriate.

## **II. Argument**

### **A. This Petition is Not Duplicative and Dismissal is Not Proper Under Rule 12(b)(8) because the corporation is operating without operations permit and breaking the law.**

As a threshold matter, this Petition is not duplicative and should not be dismissed. Respondents argue this Petition is duplicative of the Bivins Action and prior Bivins Petition (Resp't Return at 11-12.)

This argument fails. Rule 12(b)(8) requires the “same parties” for dismissal. As Respondents concede, CAGI is a distinct organizational entity with different members and independent associational standing, separate from individual petitioners in the Bivins matters. (Resp’t Return at 11.) The “same parties” element is not met, and Respondents abandon their argument by citing no authority for their suggestion that representation by the same attorney warrants dismissal. *See Equivest Fin., LLC v. Ravenel*, 812 S.E.2d 438, 441 (S.C. Ct. App. 2018) (“When a party provides no legal authority regarding a particular argument, the argument is abandoned and the court will not address the merits of the issue.”).

**B. This Court’s Exercise of Original Jurisdiction is Proper.**

Contrary to Respondents’ contention, this case presents circumstances uniquely appropriate for the Court’s original jurisdiction. (*See* Resp’t Return at 12-14.) In fact, this matter presents the type of extraordinary circumstances identified in *Key v. Currie*, 305 S.C. 115, 116, 406 S.E.2d 356, 357 (1991), where this Court exercises original jurisdiction for issues of significant public interest or emergencies—both of which are present here.

First, the public interest is substantial. The core question—whether counties may effectively override zoning restrictions through FILOT “ratification” of erroneous administrative determinations—has statewide implications. If accepted, Respondents’ theory would allow counties to bypass the procedural safeguards this Court deemed essential in *I’On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406 (2000), enabling

prohibited uses to be authorized through economic-development agreements rather than legislative zoning action. This threatens the separation of zoning authority between elected councils and administrative staff across South Carolina.

Second, an emergency now exists. York County continues issuing permits for a use the BZA un-animously found prohibited—solar-panel manufacturing involving pyrophoric chemicals adjacent to schools. Each additional permit further entrenches the violation, creates potential vested-rights arguments, and accelerates construction of a prohibited facility. The circuit court has already stayed related proceedings pending the BZA appeal (Resp'ts' Return at 10, 17), confirming that ordinary litigation cannot supply timely or adequate relief.

Third, the County's conduct constitutes governmental usurpation of legislative authority—continuing to repeatedly permit a prohibited use despite a binding BZA ruling and claiming that boilerplate FILOT language transformed an invalid administrative action into a legislative zoning approval. Extraordinary writs exist to restrain precisely this type of ultra vires governmental action. As confirmed by former council member Allison Love, and existing chair attorney Christy Cox, the FILOT is completely separate and distinct from zoning. *See, Affidavit of Allison*. *See also*, Christy Cox statements 12/1/2025 York County council meeting. [www.youtube.com/watch?v=5bRNHPm31](http://www.youtube.com/watch?v=5bRNHPm31).

Because this case involves significant statewide implications, ongoing emergency circumstances, and fundamental separation-of-powers concerns, the stan-

dard for this Court’s original jurisdiction is fully satisfied.

**C. The Permits are Void Because Silfab Never Received Statutorily Required Zoning Compliance Approval from the Zoning Administrator**

York County’s permitting suffers from a threshold defect: Silfab never obtained the zoning compliance approval that the York County Code makes a mandatory prerequisite to any change of use. Sections 155.262, 155.1121(A), and 155.1123(A) require zoning compliance approval from the Zoning Administrator before an existing use may change. Respondents concede that the December 2022 letter they rely upon was signed not by the Zoning Administrator but by a “Zoning Technician.” (Resp’ts’ Return at 4–5.) Because authority vested in a specific official cannot be exercised by subordinates, the letter is void ab initio. *Lominick v. City of Aiken*, 135 S.E.2d 305 (S.C. 1964).

The statutory language is unequivocal: an applicant “shall obtain zoning compliance approval prior to . . . changing an existing use.” York County Code § 155.1121(A). Under this Court’s guidance, “shall” imposes a mandatory duty. *Richland Cnty. v. S.C. Dep’t of Revenue*, 422 S.C. 292 (2018). And because § 155.1123(A) expressly vests approval authority in “the Zoning Administrator,” only that official may issue the approval.

Respondents’ claim that the technician’s letter reflects the “collective” view of the Zoning Division (Resp’ts’ Return at 5 n.4) cannot override the ordinance’s plain text. If the Administrator had approved the determination, the Administrator—not

a staff member—would have signed it. Informal internal review does not constitute official action. *Vulcan Materials Co. v. Greenville Cnty. Bd. of Zoning Appeals*, 342 S.C. 480, 492–93 (Ct. App. 2000).

Respondents further relabel the document as a “zoning *compliance* verification” (Resp’ts’ Return at 5–6), but the Code recognizes no such term. The only relevant approval is “zoning compliance approval” issued by the Zoning Administrator. As this Court made clear in *Quail Hill, LLC v. Cnty. of Richland*, 387 S.C. 223 (2010), unauthorized staff statements cannot bind a county because zoning determinations “are matters of law established by ordinance.” *Id.* at 237. If staff cannot bind a county on zoning classifications, an informal, mislabeled letter cannot satisfy a statutory approval requirement.

Because Silfab changed the use of the property without obtaining the required zoning compliance approval, all subsequent permits violate S.C. Code § 6-29-950, which prohibits the issuance of permits inconsistent with zoning ordinances. Under *Lominick*, permits issued “in conflict with any provision of this Ordinance shall be null and void.” 135 S.E.2d at 307. York County issued every permit in conflict with §§ 155.262, 155.1121(A), and 155.1123(A). Respondents do not dispute that Silfab’s operations constitute a change of use; they rely solely on the December 2022 letter. Because that letter is void, Silfab never obtained the approval necessary for any subsequent permit to legally issue.

Thus, because Silfab never obtained the zoning compliance approval that the York County Code makes a mandatory prerequisite to any change of use, the Court should order the County to revoke all

permits issued without that approval and halt further development until the Zoning Administrator lawfully acts. This relief does not require the Court to decide whether the use is ultimately permitted; if the Zoning Administrator approves the use, permits may be reissued, and if not, Silfab must pursue the procedural avenues the ordinance provides. The statute requires only that the mandated process be followed.

**D. The County’s FILOT Ratification Theory Cannot Create Vested Rights in a Prohibited Use**

Respondents’ argument—that generic FILOT ratification language vested rights in a prohibited use—conflicts with settled South Carolina vested-rights doctrine. (Resp’ts’ Return at 5–6.) Vested rights arise only from valid governmental approvals and substantial expenditures made in good-faith reliance. *Friarsgate, Inc. v. Town of Irmo*, 290 S.C. 266, 269 (Ct. App. 1986). Administrative approvals may create vested rights only when they comply with governing statutes and ordinances. *See Boehm v. Town of Sullivan’s Island Bd. of Zoning Appeals*, 423 S.C. 169, 185, 813 S.E.2d 874, 882 (Ct. App. 2018) (“All rules of statutory construction are subservient to the one that legislative intent must prevail if it can be reasonably discovered in the language used, and that language must be construed in light of the intended purpose of the statute.” (internal quotation marks and citation omitted)).

Here, Silfab’s zoning compliance “verification” was not valid: it was (1) unsigned by the Zoning Administrator, (2) unanimously reversed by the BZA, and (3) authorized a use prohibited by the zoning code.

The County cannot convert such an approval into a vested right through boilerplate FILOT language. *See, Affidavit of Allison*. The chair of York County council confirmed on December 1, 2025 at 6:30 council meeting “this matter is currently in litigation, the council did not decide a zoning issue (\*emphasis), the council decided an economic development incentive program, we did not decide a zoning issue . . .” York Council Chair, attorney Christy Cox at public hearing 12/1/2025.

Furthermore, the December 2022 verification fails all validity requirements. It was not issued by the Zoning Administrator; it was reversed by the BZA; and it purported to authorize solar-panel manufacturing, which York County Code § 155.270(G) prohibits. An approval that exceeds the decisionmaker’s legal authority is void, not voidable, and cannot support vested rights. Stated otherwise, no vested right arises without compliance with § 6-29-1520.

Moreover, the FILOT ordinance was a tax-incentive measure. It did not amend the zoning code, designate permitted uses, or override § 155.270. Ratification language cannot effect a zoning change or cure a void administrative act. Nor may a county use an economic-development agreement to circumvent the mandatory zoning procedures *See I’On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 414 (2000) (outlining mandatory factors that “[z]oning regulations must address”). Legislative zoning changes require hearings, public notice, and Council action—not implicit ratification buried in the fine print of a tax agreement.

### **E. The County Has a Ministerial Duty to Enforce the Zoning Code**

Respondents contend that enforcement is discretionary because § 155.1237(B)(5) states the County “may issue” stop-work orders. (Resp’t Return at 15.) This misapprehends the law. South Carolina distinguishes between discretion in choosing enforcement tools and the ministerial duty to enforce once facts trigger a mandatory consequence. *See Richland Cnty. v. Dep’t of Revenue*, 422 S.C. 292 (2018).

A duty is ministerial when “absolute, certain, and imperative,” arising from “fixed and designated facts.” *Richland Cnty.*, 422 S.C. at 299. The BZA’s 5-0 determination that the use is prohibited constitutes such fixed facts. Once the BZA ruled, the County had no discretion to continue permitting a prohibited non-confirming use. The word “may” in § 155.1237(B)(5) addresses enforcement methods, not the obligation to enforce. In addition, once a zoning ordinance vests enforcement authority in specific officials with prescribed procedures, those enforcement duties become ministerial. *See Lominick*, 135 S.E.2d 305. Thus, because the zoning ordinance vests the BZA with interpretation authority, once the BZA ruled the use prohibited, the County had a ministerial duty to enforce that ruling.

Respondents place great weight on York County Code § 155.1237(B)(5)’s use of “may issue a stop work order,” arguing this language confers unreviewable discretion. (Resp’t Return at 2-4.) But South Carolina law makes clear that “may” does not automatically mean discretionary when context and legislative intent demonstrate otherwise. The word “may” is not discretionary when context shows mandatory intent. *See*

*Robertson v. State*, 276 S.C. 356, 358, 278 S.E.2d 770, 771 (1981) (“[W]hen the question arises whether ‘may’ is to be interpreted as mandatory or permissive in a particular statute, legislative intent is controlling.”). In this case, Section 155.270(G) prohibits all unlisted uses. Because the BZA ruled solar-panel manufacturing is unlisted and therefore prohibited, the County has no discretion to continue permitting a prohibited use.

Respondents’ theory would allow counties to disregard any zoning violation at will, rendering ordinances meaningless. South Carolina rejects such selective enforcement. Zoning classifications are “matters of law established by ordinance” and may be changed only legislatively. *Quail Hill*, 387 S.C. 223 (2010). Counties cannot refuse to enforce zoning restrictions because they prefer a project’s economic benefits.

#### **F. Prohibition Lies Because County Officials Are Acting Ultra Vires**

Respondents incorrectly argue that Writ of Prohibition cannot lie. (Resp’t Return at 17.) South Carolina precedent holds otherwise. In *State ex rel. Gibbes v. Kirkland*, 41 S.C. 29 (1894), this Court held that prohibition extends to “public functionaries, officials, and persons” acting outside their jurisdiction. The writ restrains usurpation, not only judicial error. This Court’s precedent confirms that prohibition may lie against county officials. *See State Ex Rel. Weeks v. Board of Directors*, 70 S.C. 509, 515 (1905) (granted writ of prohibition against State Dispensary Board for ultra vires attempt to close a lawfully established county dispensary; “no power [was] given to the State

Board of Control to close a county dispensary,” demurrer overruled, and writ ordered to issue); *State ex rel. George v. Aiken*, 42 S.C. 222, 225-26 (1894) (affirming circuit order issuing writ of prohibition restraining town from enforcing liquor-license ordinance against state-appointed dispensary operators, holding the ordinance illegal and void and the council without authority to enforce it); *Bourne v. Graham*, 197 S.E.2d 674 (1973) (confirming that county counsel and magistrates can be named as respondents in prohibition proceedings when their jurisdiction is challenged, and holding that North Charleston’s municipal court did not have exclusive jurisdiction over state-law misdemeanors within city limits and affirming denial of injunction and prohibition against county council and magistrates).

Here, the “inferior tribunal” is York County’s management and its subordinate departments, which are acting ultra vires by continuing to issue construction and related permits without the Zoning Administrator’s required approval and in defiance of the BZA’s May 30, 2024 reversal. *Cf. State ex rel. Weeks*, 70 S.C. 512, 515; *State ex rel. George*, 42 S.C. 222, 225–26 (1894); *Bourne*, 197 S.E.2d 674. This conduct is judicial—or at least quasi-judicial—because it involves fact-finding on a specific site, applying legal standards, and determining the parties’ rights as the basis for official action. *See, e.g., Wyndham Enters., LLC v. City of North Augusta*, 401 S.C. 144 (Ct. App. 2012); *Vulcan Materials Co. v. Greenville Cnty. Bd. of Zoning Appeals*, 342 S.C. 480 (Ct. App. 2000). Because only the County Council may amend permitted uses, administrative officials have no authority to authorize a prohibited use or override a BZA ruling. Continuing

to issue permits for solar-panel manufacturing is a textbook ultra vires act and prohibition may lie. Moreover, the County's attempt to effectuate a zoning change through a FILOT agreement bypasses mandatory procedures and constitutes a usurpation subject to prohibition.

Additionally, the pending appeal does not suspend the BZA's ruling. A BZA decision remains effective unless stayed or reversed. Respondents' pending circuit-court appeal does not authorize ignoring the BZA's determination. Allowing counties to disregard BZA rulings simply by filing appeals would collapse the administrative structure that *Lominick* requires.

### **III. Conclusion**

Under settled South Carolina law, zoning may be altered only through formal legislative action—not by FILOT ratification; administrative errors cannot create vested rights in a prohibited use; and, once the BZA unanimously determined that solar-panel manufacturing is not allowed, the County had a ministerial duty to enforce that ruling rather than continue permitting the use ultra vires. Accordingly, Petitioner respectfully requests writs of mandamus and prohibition directing York County to not issue operations permit and to cease issuing permits for solar-panel manufacturing, revoke all unlawfully issued permits, issue appropriate stop-work orders, enforce all applicable zoning and safety codes, and refrain from authorizing the use unless and until County Council lawfully amends the zoning ordinances and code.

Petitioners thank the court for its review and consideration.

[REMAINDER OF PAGE BLANK – SIGNATURE  
BLOCK FOLLOWS]

Respectfully submitted,

HALFORD LAW FIRM

J. Cameron Halford-

Attorney at Law-LLC

/s/ J. Cameron Halford Esq.

S.C. Bar Id. 17184

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

**COMPLAINT, COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT  
(OCTOBER 10, 2025)**

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

---

DENNIS FLOYD BIVINS,

*Plaintiff,*

v.

YORK COUNTY, by and through Joshua Edwards,  
Manager; Josh Reinhardt, York County Development  
Services Manager; and Jonathan Buono, York  
County Planning and Development Services Director,

*Defendants.*

---

No.

---

**COMPLAINT (Non-Jury)**

In complaint against the defendants, the plaintiff  
would respectfully show and allege the following:

**JURISDICTION**

1. Plaintiff Dennis Floyd Bivins (“Bivins”) is a  
resident of York County with standing to bring this  
suit as against the defendants as neighboring owner

to 7149 Logistics Lane, Fort Mill, South Carolina 29715, per S.C. Code § 6-29-950.

2. Defendant York County is a body politic and political subdivision of the state of South Carolina responsible for zoning compliance under the York County ordinances and laws, including zoning enforcement pursuant to S.C. Code Ann. § 6-29-950, *et seq.*

3. Defendant Joshua Edwards, named in his official capacity, is the manager for York County government and supervises all county departments, including zoning and the department of planning and development services.

4. Josh Reinhardt is named in his official capacity as manager of the Development Services department, and is responsible for managing and supervising zoning related permitting.

5. Jonathan Buono is named in his official capacity as Director of the York County department of Planning and Development, and is responsible for ensuring applicants compliance with the zoning code in York County.

6. Jurisdiction is proper in the court of common pleas arising out of violation of zoning code and issuance of unlawful construction permits for 7149 Logistics Lane, Fort Mill, South Carolina 29715 where defendants have issued numerous permits for corporation construction of a chemical manufacturing use not permitted in a distribution warehouse building without change of use approval.

7. That the district and property described is zoned Light Industrial ("LI") by zoning code. That

there has been no change of use or variance for the subject property by the applicant corporation.

8. Applicant and permittee Silfab Solar is an affected party and is actively constructing on site at 7149 Logistics Lane in Fort Mill where defendants named have inherent police power to enforce zoning compliance but have failed and have acted in violation of law and zoning code to issue repeated permits for a non-conforming use under the zoning code in York County.

9. Plaintiff bring this action seeking the court act to protect existing zoning, and compel defendants to act to bring cease and desist and stop work orders as against the corporation and its general contractors and agents at 7149 Logistics Lane in Fort Mill.

**FOR A FIRST CAUSE OF ACTION**  
(Declaratory Judgment Action –  
S.C. Code Ann.15-53-10, et seq.)

10. The above allegations are re-stated here and incorporated by reference. Plaintiff here seeks Declaratory Judgment of the Court of the following:

- a. The zoning for 7149 Logistics Lane in Fort Mill is and remains Light Industrial.
- b. That the use being constructed at 7149 Logistics Lane did not at any time exist prior to adoption of the zoning code now in existence.
- c. Any permit lacking the zoning administrator's approval violates law and zoning code as set forth more fully below.

11. A ripe and judiciable dispute and controversy exists regarding the legality of defendants' issuance of permits authorizing construction of a corporation chemical manufacturing use where the corporation failed to obtain change of use of any type or variance before engaging in full construction.

12. On information and belief, the defendants' conduct in issuing permits has occurred without written approval of the York County Zoning Administrator in violation of statutory and local zoning law. Specifically, defendants' conduct is in violation of S.C. Code Ann. 6-29-950.

13. Plaintiff is informed and believes that pursuant to York County Zoning Code § 155.1121 and S.C. Code Ann. § 6-29-950 that any building occupancy or operations permit for any non-conforming use (or any use) requires the affirmative written approval and signature of the Zoning Administrator, or is otherwise voidable, void, and unlawful.

14. Plaintiff brings its petition here for Declaratory Judgment that York County issuance of any and all permits related to 7149 Logistics Lane, Fort Mill, S.C. 29715 not approved by the zoning administrator, pursuant to S.C. Code Ann. § 6-29-950, et seq are unlawful. That the plant construction at 7149 Logistics Lane is occurring without change of use, variance, and in violation of York County Ordinance, specifically § 155.1121.

15. That because zoning use is not approved by the zoning administrator, any construction permit which changes the character and use of lands at 7149 Logistics Lane, Fort Mill, SC 29715 is in violation of the zoning code and unlawfully issued by the county

defendants named in this action. See *Knowles v. City of Aiken*, 305 S.C. 219 (1991) (invalidating spot zoning and arbitrary reclassification of property inconsistent with surrounding uses); *ANI Creation, Inc. v. City of Tega Cay*, Op. no. 28201 (S.C. Sup. Ct. April 19, 2023) (Spot or reverse zoning invalid where lacking rational basis).

16. York County by and through the defendants named has permitted non-owner, Silfab Solar, Inc., to violate local and state law in no less than three respects: (a) unlawful use (b) occupancy violations where no occupancy permit exist; and (c) no signature indicating approval by the zoning administrator. The statute governing these matters is clear, as set forth below.

17. S.C. Code Ann. 6-29-950 provides “. . . It is unlawful to construct, reconstruct, alter, demolish, change the *use* (\*sic) of or *occupy* (\*sic) any land, building, or other structure without first obtaining the appropriate permit or permit approval. No permit may be issued or approved unless the requirements of this chapter are complied with. It is unlawful for other officials to issue any permit for the use of any land, building, or structure or the construction, conversion, demolition, enlargement, movement, or structural alteration of a building or structure without the approval of the *zoning administrator* (\*sic).”

18. Plaintiff is informed that defendants’ conduct in issuing permits is characterized by breaking statutory law, violating the zoning code, and is willful and grotesque negligence by continued permitting of construction of an un-tested industrial chemical manufacturing use that presents health and safety hazards to the plaintiff, the similarly affected public,

is a nuisance, and is resulting in site-specific or spot zoning not authorized by the zoning code classification on “Light Industrial” (LI), without change of use approval and zoning compliance approval by the zoning administrator. Plaintiff avers the harm will be irreparable.

19. Plaintiff is without adequate remedy at law. Plaintiff can show likelihood of success on the merits by virtue of state statutory law and York County Ordinance, and threat of imminent harm of spot zoning involving construction and operation of a use at 7149 Logistics Lane that violates zoning code and state law.

**FOR A SECOND CAUSE OF ACTION**

(Action for Temporary and  
Permanent Injunctive Relief)

20. Plaintiff re-alleges and incorporates by reference the foregoing allegations.

21. Plaintiff moves this court for temporary and permanent injunctive relief as against the county and occupant of 7149 Logistics Lane in the form of Cease and Desist restraining order prohibiting further construction, occupancy or operations permits in violation of law.

22. Plaintiff has no adequate remedy at law where the harm will be irreparable site specific alteration to zoning in light industrial district by construction of a chemical manufacturing use adjacent to schools and homes where the permittee corporation will employ hazardous and toxic gases, chemicals, and process of manufacturing for solar panels and solar photovoltaic cells which will exhaust or discharge

volatile organic compounds or toxic pollution via stacks. Plaintiff can show likelihood of success on the merits under existing statutory law and the existing zoning code.

23. That the aforementioned production of solar panels and solar cells by chemical process use did not exist prior to the adoption of zoning code 155.1121 and does not present the county or corporation with any form of vested right prohibiting this court from compelling defendants to order cease and desist or revoke permits issued without zoning administrator signed approval.

24. That the existing Light Industrial zoning allowing distribution not involving chemical processes is county approved by the legislative county council, and bears reasonable relation to surrounding residential and school properties already in existence, and should be upheld and enforce by court order compelling defendants to issue cease and desist orders. *Talbot v. Myrtle Beach Bd. of Adjustment*, 222 S.C. 165 (1952) (“[z]oning regulations are constitutional when they bear reasonable relation to public health, safety, morals, or general welfare, and are not arbitrary in application.”)

25. Plaintiff is informed and believes that the balancing of equities between public health, safety and welfare outweighs corporate construction under defendants’ permitting which presents irreparable harm in the form of spot zoning or site specific zoning not authorized by signature of the zoning administrator.

26. Plaintiff can further demonstrate likelihood of success on the merits pursuant to state statutory

law and local zoning law where defendants have issued numerous construction permits without approval of the zoning administrator for York County, specifically.

27. That construction now manifesting itself under unlawful permits in violation of law that is imminent in nature, threatens spot zoning or site specific zoning, and threatens toxic exposure to the public of chemicals and toxins by a yet un-tested industrial use.

28. That on information and belief the construction now existing threatens imminent harm in the form of site-specific or spot zoning not approved by the legislative county council in York County. *See, Knowles v. City of Aiken*, 305 S.C. 219 (1991) (invalidating spot zoning and arbitrary reclassification of property inconsistent with surrounding areas). The surrounding areas to 7149 Logistics Lane include elementary school, middle school, retirement community, and dense population of residential homes.

29. Injunction is a proper remedy to halt zoning violations by all named defendants, if permits have issued in violation of zoning and with no approval by the zoning administrator. *Botany Bay Marina, Inc. v. Townsend*, 296 S.C. 52 (1988).

30. Plaintiff seeks Temporary Restraining Order followed by Preliminary and Permanent Injunction, and/or order for defendants to cease and desist construction or operational permits issued without approval of zoning administrator that constitutes any change in use of the parcel not approved by the legislative body in York County.

## PETITION FOR WRIT OF MANDAMUS

31. The above allegations are re-stated and incorporated by reference as if set forth verbatim.

32. Mandamus will lie where a clear legal right and a corresponding ministerial duty exists. *Charleston Cty Sch. Dist. V. Charleston Cty. Election Comm'n*, 336 S.C. 174 (1999). Plaintiff and citizens similarly situated have a clear legal right to rely upon the existing zoning to protect health, safety, and general welfare from environmental hazards and nuisance. Stay or revoking permits is a ministerial function of Defendants as administrative arm of York County government where there is no change of use or zoning approval signed by the zoning administrator.

33. That the land use defendants have issued repeated permits upon did not exist previously in the Light Industrial district at 7149 Logistics Lane. This court should compel defendants by Writ of Mandamus to revoke permits and cease construction or potential operation of chemical plant at 7149 Logistics Lane.

34. On information and belief, defendants have a non-discretionary duty pursuant to York County ordinance § 155.1121 and pursuant to S.C. Code Ann. § 6-29-950 where change of use, or variance are functions of the legislative body, the York County Council requiring approval of the legislative body.

35. If the court should determine defendants have issued permits without approval by the zoning administrator, the evolving result is site specific zoning, or spot zoning, in progress by way of construction without change of use, or lawful permits, good cause exist for Writ of Mandamus commanding the defend-

ants named to issue cease and desist orders to the occupant corporation.

36. That should this court determine the occupant corporation and permittee constructed having no written approval of the zoning administrator and that the proposed use was not approved by the legislative council or board of zoning appeals for York County, good cause exists where Writ of Mandamus should issue, compelling defendants to order stop work orders and cease and desist to the permittee.

37. That Plaintiff prays this court issue Writ of Mandamus commanding York County officials named as defendants to REVOKE all non-compliant permits, require the occupant and its general contractor to cease and desist all construction involving chemical process activities at 7149 Logistics Lane in Fort Mill, and enforce Chapter 155.1121 of zoning and S.C. Code Ann. § 6-29-950.

### **PETITION FOR WRIT OF PROHIBITION**

38. The above allegations are re-stated here and incorporated by reference as if set forth verbatim.

39. Plaintiff as petitioner moves the court to issue Writ of Prohibition and Order restraining and enjoining defendants, specifically York County Planning and Development, from further issue of any permanent occupancy or operational permits without first verifying the use now constructed by Silfab at 7149 Logistics Lane.

40. Plaintiff is informed and believes that plaintiff has a clear legal right to rely upon existing zoning and not be subjected to potential spot zoning, or chemical

and toxic discharges from any industrial or chemical manufacturing use not permitted by code.

41. That defendants nor the corporation would suffer any prejudice where there is no permanent occupancy permit nor any operations permit and the corporation allegedly has not begun chemical manufacturing operations yet to date has on information and belief imported and is actively storing toxic chemicals on a site.

42. Plaintiff is informed and believes that defendants named in this action owe a duty to plaintiff and the citizenry which is ministerial in nature to revoke permits or issue cease and desist orders, but have arbitrarily refused where defendants named are aware that there exist no change of use, variance, and the zoning compliance is reviewed and approved, approved with conditions, or not approved by the zoning administrator, specifically. S.C. Code Ann. § 6-29-950, et seq.

43. S.C. Code Ann. § 6-29-950 prohibits issuance of permits where no signed approval of the county zoning administrator, specifically, and the zoning code provides affirmatively that an applicant corporation or permittee shall obtain zoning compliance approval prior to (a) establishing a new conditional or special exception use; (b) changing an existing use; (c) re-establishing a use after a period of non-use of 180 days or more; or (d) constructing, moving, adding to, or structurally altering a building or other structure. See, § 155.1121 York County Ordinances.

44. Plaintiff is informed and believes that the applicant and permittee corporation has affirmatively and unlawfully engaged in the conduct described in

(a) through (d) above by and through defendants named in this action, acting without Zoning Administrator signed approval, the defendants acting in gross recklessness, in violation of law, indifferent to public health and safety of residents.

45. The applicant corporation will employ hazardous chemicals including, but not limited to, Hydrofluoric Acid, Silane, Phosphorus Oxychloride, Hydrochloric acid and Trimethylaluminum exhibiting change of land use now evolving at 7149 Logistics Lane.

46. Plaintiff is informed and believes that a Writ of Prohibition forbidding any further construction or permanent operations permit, including cease and desist orders by the defendants, is necessary and appropriate here the corporation applicant/tenant/permittee has been cited for violations including employee occupancy and work where no temporary occupancy permit.

47. That on information and belief the corporation is actively storing toxic chemicals at 7149 Logistics Lane without operations permit in violation of law or operations permit, including Triethylaluminium.

48. Plaintiff is informed and believes that county officials have proceeded by permits to permit the corporation alteration and build-out of a heavy industrial chemical plant or chemical manufacturing use knowing the site at 7149 Logistics Lane in Fort Mill is Light Industrial, and not heavy industrial.

49. Plaintiff is informed and believes that the defendants know and are aware that there has been no change of use or variance by the county legislative body, yet defendants have recklessly permitted

construction to near completion of a chemical manufacturing use in the immediate vicinity of adjacent schools and homes in indifferent, grossly negligent, unlawful, careless, willful and wanton manner.

50. That the 7149 Logistic Lane site was originally utilized and zoned for warehouse distribution, where the use newly proposed use of chemical manufacturing was not in existence at the time of ordinance enactment by the York County legislative body.

51. Plaintiff is informed and believes that the court should issue a Writ of Prohibition mandating that the defendants be prohibited, restrained and enjoined from issuing full operational permits for chemical storage and use of chemical processes involving hazardous and toxic chemicals, specialty gases, and exhaust of pollution and volatile chemical compound exhaust in proximity to adjacent Fort Mill schools and residential homes.

52. That Plaintiff is without adequate remedy at law against the immediate grotesque recklessness and inherent harm of site specific or spot zoning that violates the zoning of the site, changing the land use that was originally warehouse distribution now evolving by construction into a chemical manufacturing use; Plaintiff can show likelihood of success on the merits by virtue of the zoning code and statutory law.

WHEREFORE, having set forth Plaintiff's causes of action, Plaintiff prays the following relief issue under order of this court:

1. That the court issue Declaratory Judgment pursuant to S.C. Code Ann. § 6-29-950 et seq that any change of use must necessarily be executed and signed specifically by the signature authorization of the

zoning administrator for York County in order to be lawful, and that any permits issued are in violation of the statute.

2. That this court issue WRIT OF MANDAMUS ordering York County and its officials, named as defendants to REVOKE permits issued without written approval of the Zoning Administrator, pursuant to code § 6-29-950 and issue stop work orders or cease and desist orders as to the permittee corporation.

3. That this court issue WRIT OF PROHIBITION to prohibit occupancy permit and prohibit further storage or use of chemicals or chemical manufacturing use of same to produce product upon or within a district and property without zoning approval use now taking form at 7149 Logistics Lane, Fort Mill, S.C 29715. That defendants should be compelled to issue stop work orders where constructing is altering the warehouse distribution facility into a chemical manufacturing use.

4. Plaintiff seeks temporary stop work orders and cease and desist injunctive relief, followed by permanent injunctive relief by Writ of Prohibition until the corporation complies with zoning § 155.1211 and S.C. Code Ann. § 6-29-950 to stop and prohibit spot zoning or site specific zoning of a land use that violates zoning code.

5. For such other and further relief in favor of the Plaintiff as the court may deem just and proper under the circumstances.

[REMAINDER OF PAGE INTENTIONALLY  
BLANK – SIGNATURE PAGE FOLLOWS]

App.246a

Respectfully submitted,

HALFORD LAW FIRM

/s./ J. Cameron Halford, Esq.

J. Cameron Halford-

Attorney at Law-LLC

S.C. Bar Id. 17184

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

e-mail: cam@halfordlaw.net

October 10, 2025

**SUMMONS, COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT  
(OCTOBER 13, 2025)**

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

---

DENNIS FLOYD BIVINS,

*Plaintiff,*

v.

YORK COUNTY, by and through Joshua Edwards,  
Manager; Josh Reinhardt, York County Development  
Services Manager; and Jonathan Buono, York  
County Planning and Development Services Director,

*Defendants.*

---

No.

---

**SUMMONS**

**TO: DEFENDANTS ABOVE NAMED:**

You are hereby Summoned and Required to Answer the complaint in this action, a copy of which is served upon you with this Summons and notice, within thirty (30) days.

TAKE NOTICE that should you fail to Answer in the time set forth above, the plaintiff will petition the court for against you BY DEFAULT and IN YOUR

ABSENCE seeking all relief demanded by way of the  
Complaint.

Respectfully submitted,

HALFORD LAW FIRM

/s./ J. Cameron Halford, Esq. \_\_\_\_\_

J. Cameron Halford-

Attorney at Law-LLC

S.C. Bar Id. 17184

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

e-mail: [cam@halfordlaw.net](mailto:cam@halfordlaw.net)

October 13, 2025

**COMPLAINT, COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT  
(SEPTEMBER 5, 2024)**

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

---

CITIZENS ALLIANCE FOR GOVERNMENT  
INTEGRITY, INC., a South Carolina Non Profit,

v.

SILFAB SOLAR, INC.; Exeter 7149 Logistics, L.P.;  
and York County by and through its Planning and  
Development Services and zoning administrator, a  
body politic and political subdivision of York County  
and the State of South Carolina,

*Defendants.*

---

No.

---

**COMPLAINT (Jury Demand)**

TO: DEFENDANTS ABOVE NAMED:

Plaintiff in Complaint of the Defendants named  
would respectfully show the court the following. Plain-  
tiff demands a Trial by Jury on any and all issues so  
triable and would show the following:

## **GENERAL UNDISPUTED FACTS**

1. Plaintiff is a South Carolina non-profit comprised of citizenry of Fort Mill, formerly known under un-incorporated trade name “Move Silfab.com”. Plaintiff and petitioners are comprised of over 1,900 dissidents opposed to the Silfab Solar, Inc. operations in Fort Mill district involving approval Heavy Industrial use upon a property zoned Light Industrial, where York County and Silfab Solar, Inc. have failed to petition for change of use under the Zoning Code.

2. Silfab Solar, Inc. (“Silfab”) is a foreign corporation authorized to transact business in South Carolina which proposes to manufacture cells and solar panels at 7149 Logistics Lane in Fort Mill (TMS # 719-00-00-201). Silfab is tenant of Exeter 7149 Logistics, L.P. for the commercial land and building at 7149 Logistics Lane, Fort S.C. 29715 (TMS # 719-00-00-201).

3. Exeter 7149 Logistics, LP is the owner of the land and building from which Silfab plans to upfit and operate at 7149 Logistics Lane, Fort Mill, SC 29715 (TMS# 719-00-00-201), and is Lessor to Silfab Solar, Inc. a Delaware Corporation.

4. York County is a body politic and political subdivision of the state of South Carolina involved in the above referenced process by virtue of York County Planning & Development Services Department, and zoning administrator, and Board of Zoning Appeals.

5. That on February 1, 2024 a Fort Mill resident requested a zoning administrator determination of whether solar cell and panel manufacturing was allowed on a tract of property zoned Light Industrial (“LI”). The zoning administrator replied in the affirm-

ative. An appeal to the Board of Zoning Appeals for York County (“BZA”) determination followed, now before this court case no. 2024-CP-46-02641, *Silfab Solar Inc. et al. v. York County Board of Zoning Appeals*.

6. That on May 9, 2024 the York County Board of Zoning Appeals by 5 to 0 unanimous opinion Reversed the interpretation of the Zoning Administrator that Solar Panel Manufacturing is permitted upon a Light Industrial zoned tract; that York County Zoning Board of Appeals confirmed the property is Light Industrial and not Heavy Industrial. Exhibit-A.

7. Specifically, the BZA ruled at law that the Zoning Administrator erred in determining that Solar Panel manufacturing is a use under “*Computer and Electronic Products Manufacturing*” permitted in a Light Industrial District ; and fiat therefore Solar Panel Manufacturing is not listed as a use applicable for a Light Industrial Zoned District and is therefore prohibited pursuant to York County Zoning Ordinance 155.270(G).

8. Despite the BZA ruling and reversal, York County Planning and Development Services has continued nonetheless to issue construction permits to Silfab predicated on a December 27, 2022 zoning interpretation letter from York County, who issued Silfab said letter stating that “the use described in your request (manufacture of photovoltaic cells and PV modules) is considered “electrical equipment, appliance, and component manufacturing” is therefor principally permitted” despite Silfab application disclosures evidencing chemicals will be used in and outside of the Silfab location. Silfab Solar, Inc. then leased the site and building beginning March 15, 2023.

9. That the zoning letter of December 27, 2022 is issued by zoning technician, and not zoning administrator in York County.

10. That Silfab applied to York County, and received from York County, a Fee In-Lieu of Tax Incentive Agreement (“FILOT”), obtaining development grants that York County continues to prioritize in defiance of the Board of Zoning Appeals Reversal. That on information and belief York County Planning and Zoning continues to issue construction permits for the Silfab Solar. Inc. site.

**FOR A FIRST CAUSE OF ACTION  
(Class Certification to Compel  
Mitigation of Damage)**

11. That Plaintiff members have exhausted all administrative remedies prior to filing this action with the courts.

12. The above allegations are re-stated here and incorporated by reference as if set forth verbatim. That on information and belief, the members of Plaintiff and persons affected or who have an interest in these matters are:

- a. Plaintiff is a non profit entity comprised of persons and affected parties too numerous that joinder of all is impracticable, or joinder would cause undue burden upon the courts if brought in separate civil actions;<sup>1</sup>

---

<sup>1</sup> Effective with the filing of this suit, dissidents number approximately 1,900 members formerly known as “Move Silfab Solar Out of Fort Mill, a citizens grass roots movement.

- b. That there exist common questions of law and fact common to all members of the proposed class, including Silfab representations to the county, failures to follow zoning procedures, due process of law, and continued construction upon a property zoned Light Industrial despite the Reversal by the Board of Zoning Appeals.
- c. That the claims and defenses of the parties to be represented by Plaintiff are typical of the claims or defenses of the class members as a whole, which seek to compel Silfab to mitigate damages and obey the lawful findings of the Board of Zoning Appeals in York County.

13. That the representative party CITIZENS ALLIANCE FOR GOVERNMENTAL INTEGRITY, a non profit entity, will fairly and adequately represent and protect the interests of the class consisting of persons affected, having an interest in, or potentially impacted by continued construction under permit(s) approval by York County Planning & Development Services. That Plaintiff is appropriate litigant to represent class of persons who are or may be adversely affected by the full construction of the Silfab Solar, Inc. upfit and construction to 7149 Logistics Lane, Fort Mill, all of whom on information and belief would bear damages exceeding \$100 for each member pursuant to Rule 23(a)(5).

14. That despite unanimous REVERSAL by the Board of Zoning Appeals of the York County Planning & Development Services Department interpretations, York County Planning and Services nonetheless continues to issue construction permits involving and

permitting modification of use of the property from Light Industrial to Heavy Industrial, including building permits for Silfab construction and improvements to the commercial building where Defendants have failed to follow Zoning Code for change in use, and where Silfab Solar, Inc. will occupy and operate from which it will operate.

15. That the site is zoned by York County as Light Industrial, and that Silfab on information and belief is a corporation which is Heavy Industrial in terms of its methods and processes. That Heavy Industrial facilities are not permitted on tracts zoned Light Industrial.

16. That it is impossible to ascertain the number of affected persons and properties, whereby Plaintiff prays that this court Certify this case as a Class Action pursuant to Rule 26 of the South Carolina Rules of Civil Procedure.

17. That Silfab Solar, Inc. at the time of this suit is not operational or actively manufacturing at the site, with anticipated production to begin in January, 2025. That Silfab Solar is capable of mitigating costs and damages, and that injunctive relief or cease and desist order by this court would not prejudice Defendant Silfab Solar, Inc.

18. That on information and belief Silfab Solar, Inc. operates, without heavy industrial methods, facilities in Washington State and Canada, and is capable of doing the same at 7149 Logistics Lane in Fort Mill. Yet, Silfab Solar, Inc. proposes to utilize methods different than its other factories, including heavy industrial methods.

**FOR A SECOND CAUSE OF ACTION  
(Declaratory Judgment Action — S.C. Code  
Ann. § 15-53-110, et seq)**

19. That a ripe and judicable dispute exists pertaining to the zoning and Silfab Solar, Inc. operations at 7149 Logistics Lane in Fort Mill, ripe for adjudication by this court.

20. Plaintiffs are informed and believe that the Board of Zoning Appeals determination on zoning applied to Silfab, and that the property in fact is zoned Light Industrial (“LI”) and not Heavy Industrial, and is without error of law.

21. Plaintiffs are informed and believe that Zoning Administrator and personnel at York County Planning & Development Services Department are subject to, subordinate to, and the May 9, 2022 ruling of the Zoning Board of Appeals, which states publicly and is law that the decision does not apply to Silfab Solar, Inc. specifically, which is materially false. That on information and belief, the Board of Zoning Appeals determination is binding law issued by quasi-judicial department of York County.

22. That York County Planning & Development Services Department has declared that the May 9, 2024 BZA Reversal to be not applicable to Silfab Solar, Inc. and has allowed continued approval of heavy industrial construction plans and issuance of erection and construction permit(s) to Silfab Solar, Inc. despite of the BZA board reversal on May 9, 2022.

23. Plaintiffs seek Declaratory Judgment as against Silfab and York County that in fact the BZA May 9, 2024 decision is directly applicable to Silfab Solar, Inc. and that the Silfab Site is Light Industrial,

and that the methods utilized by Silfab are Heavy Industrial in nature, prohibited by York County Zoning codes and ordinances, to be situated and constructed on a site zoned Light Industrial.

24. Plaintiffs seek Temporary Restraining Order of the Court to prohibit further construction of a distribution warehouse facility into a manufacturing operation by Silfab, where Silfab has failed to comply with change of use pursuant to zoning code.

**FOR A THIRD CAUSE OF ACTION  
(Action for Temporary and Permanent  
Injunctive Relief) (Temporary Restraining  
Order)**

25. The paragraphs are re-stated here and incorporated by reference as if set forth verbatim.

26. That Plaintiffs are informed and believe they are entitled to an Order of Injunctive Relief issued by this court, and that Plaintiffs can show likelihood of imminent harm, no adequate remedy at law, and likelihood of success on the merits, to wit:

27. Plaintiffs can show likelihood of imminent harm has and is occurring by Silfab in concert with York County government zoning via the York County Planning & Development Services Department by violation of zoning procedure, constitutional due process, and substantive due process, specifically under S.C. Constitution Article I, Section 3 and Section 14.

28. That via York County Zoning, York County has authorized Silfab Solar, Inc. to impose at its location, processes, methods, and designs, upon the citizenry of Fort Mill on information and belief by and

through letters, confidential memorandums issued by non-elected administrative personnel of the Zoning and York County Planning & Development Services department who are not the zoning administrator, and who are not elected officials of the citizenry at large.

29. That on information and belief, neither Silfab Solar, Inc. nor Exeter 7149 Logistics, LP petitioned the zoning department for York County for variance or change of use prior to York County issuance of permits and construction permits now authorizing construction.

30. That on information and belief, Silfab has concealed or omitted that its process (not its product) utilizes toxic chemicals including, but not limited to, Silane, Hydrofluoric Acid, and Hydro, and that as such Silfab is not a Light Industrial operation. Rather, Silfab is a Heavy Industrial operation attempting to upfit and operate from a Light Industrial zoned property and building.

31. On information and belief, Plaintiffs can show likelihood of success on the merits in that the Silfab site at 7149 Logistics Lane Fort Mill SC 29715 is, in fact, zoned by York County Ordinance as Light Industrial ("LI"), is within a high density area of Fort Mill and within proximity to existing and under construction, schools, residential neighborhoods, theme parks, and commercial businesses along the 1-77/ Gold Hill Road corridor off Exit 88 of Interstate 77 in York County.

32. On information and belief, plaintiffs can demonstrate no adequate remedy at law where any hazardous release, irrespective of likelihood, com-

position, or quantity, would cause irreparable injury to health and safety to persons and private property within proximity to the Silfab facility operation.

33. On information and belief, Plaintiffs and its representatives can demonstrate imminent threat of harm in Silfab's continued construction in the form of Silfab's failure to mitigate damage at the expense of Plaintiff, its members, and taxpayers in York County at large.

**FOR A THIRD CAUSE OF ACTION  
(Violation of Substantive and Procedural Due  
Process of Law by York County)  
(Gross Negligence)**

34. The above allegations are re-stated here and incorporated by reference as if set forth verbatim. That on information and belief, neither Silfab or Exeter petitioned York County for Variance of property to accommodate a Heavy Industrial manufacturing operation utilizing methods which involve Silane Gas, Hydrofluoric Acid, nor change in use of the existing facility use.

35. That on information and belief, Silfab has misrepresented chemical quantities and compositions under assertion that Silfab is a Light Industrial business to York County zonings administrators, which are materially false or error.

36. Plaintiffs are informed and believe that York County by and through its Zoning Administrator violated rights guaranteed to Plaintiffs and its members pursuant to the South Carolina Constitution, Article I section 14, and that the BZA May 9, 2024 five to zero Reversal of the Zoning Administrator interpretation

was proper in all material respects as to the law applied to the facts.

37. Plaintiffs are informed and believe that should Silfab Solar, Inc. operations, methods and processes at the light industrial property injure persons who are members of the class of the Plaintiff non-profit, said members could suffer immeasurable damages in the form of adverse impact to health, safety, and property, including but not limited to, school children health, safety welfare caused by Silfab Solar, Inc. operations involving chemicals including Silane, Hydrofluoric Acid, exhaust of Hydrogen Flouride, and others chemical agents.

38. Plaintiffs therefore seek, without necessity of Bond, that this court issue a STAY and Temporary Restraining Order prohibiting Silfab and its general contractors from any further construction that would constitute change of use in the facility, and require Silfab to mitigate its damage should the pending appeal and zoning issues not terminate favorably to Silfab Solar, Inc.

WHEREFORE, having set forth Plaintiffs Complaint as against the Defendants in this case, the Plaintiffs would pray that the following Relief issue under Order of the Circuit Court:

1. Plaintiff(s) demand a trial by jury on all issues so triable.

2. That this court order a STAY and/or VOID all construction permits and activities now in progress, pending resolution of these matters before the Administrative Law Court (ALC) in South Carolina, and pending resolution of pending appeal of the unanimous

REVERSAL by the York County Board of Zoning Appeals before the Court of Common Pleas.

3. That Defendant Silfab Solar, Inc. be Ordered to cease construction or erection of emission towers, and mitigate damage to York County taxpayers through the county, accordingly.

4. Plaintiffs ask this court for an INJUNCTION and TEMPORARY RESTRAINING ORDER requiring Silfab Solar, Inc. and its agents to cease construction pending approval by state appeals to the South Carolina Department of Environmental Services (“SCDES”)<sup>2</sup> and the Appeal pending before the Court of Common Pleas.

5. That the court Certify nonprofit plaintiff CITIZENS ALLIANCE FOR GOVERNMENT INTEGRITY as a proper class of persons affected by the Silfab Proposals and the York Zoning Administration approval of construction Permits which allow Silfab to continue to erect improvements for Heavy Industrial methods and grant Class Certification.

6. For such other and further relief in favor of the Plaintiff and its members as the court may find just and proper.

---

<sup>2</sup> Appeal of denial of Final Review by the South Carolina Department of Environmental Services of Silfab permits was filed with the Administrative Law Court on August 29, 2024.

App.261a

Respectfully submitted,

/s./ J. Cameron Halford, Esq.

HALFORD LAW FIRM

J. Cameron Halford-

Attorney at Law-LLC

S.C. Bar Id. 17184

95 Allen Street

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

e-mail: [cam@halfordlaw.net](mailto:cam@halfordlaw.net)

**SUMMONS, COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT  
(SEPTEMBER 5, 2024)**

---

IN THE COURT OF COMMON PLEAS SIXTEENTH  
JUDICIAL CIRCUIT, STATE OF SOUTH  
CAROLINA COUNTY OF YORK

---

CITIZENS ALLIANCE FOR GOVERNMENT  
INTEGRITY, INC., a South Carolina Non Profit,

v.

SILFAB SOLAR, INC.; Exeter 7149 Logistics, L.P.;  
and York County by and through its Planning and  
Development Services and zoning administrator, a  
body politic and political subdivision of York County  
and the State of South Carolina,

*Defendants.*

---

No.

---

**SUMMONS**

**TO: DEFENDANTS ABOVE NAMED:**

**YOU ARE SUMMONED and REQUIRED to Answer the Complaint of the Plaintiff attached to this notice and Summons within thirty (30) days of service upon you by providing your ANSWER to the court with a copy to the undersigned subscriber for Plaintiff.**

**TAKE NOTICE that failure to Answer or Plead as set forth above will result in the Plaintiff petitioning**

App.263a

the court to render judgment against you IN YOUR ABSENCE and BY DEFAULT for all relief being demanded by way of the Plaintiff's Complaint.

Respectfully submitted,

J. CAMERON HALFORD, LLC

/s./ J. Cameron Halford

Post Office Box 172

Barnwell, South Carolina 29812

(803) 524-8659

e-mail: [cam@halfordlaw.net](mailto:cam@halfordlaw.net)

September 9, 2024

Barnwell, South Carolina

**AFFIDAVIT OF M. ALLISON LOVE  
(DECEMBER 1, 2025)**

---

---

IN THE SUPREME COURT  
STATE OF SOUTH CAROLINA

---

PETITION IN THE ORIGINAL JURISDICTION OF  
THE SUPREME COURT York County

---

CITIZENS ALLIANCE FOR  
GOVERNMENT INTEGRITY,

*Petitioner,*

v.

YORK COUNTY BY AND THROUGH ITS  
MANAGER JOSHUA EDWARDS; JOSH  
REINHARDT, MANAGER OF YORK COUNTY  
DEVELOPMENT SERVICES DEPARTMENT; AND  
JONATHAN BUONO, DIRECTOR OF YORK  
COUNTY PLANNING AND DEVELOPMENT,

*Respondents.*

---

No.

---

**AFFIDAVIT OF M. ALLISON LOVE**

TO: JUSTICES OF THE SUPREME COURT :

My name is Allison Love. I am making this affidavit in support of Writ of Mandamus and Writ of

Prohibition as requested by petitioner Citizens Alliance for Government Integrity. I am over the age of eighteen., and I make this affidavit as former Vice Chair of the York County Council. I have never been convicted of a crime of dishonestly or moral turpitude, and the affidavit is based on my personal knowledge as county council Vice Chair regarding Silfab Solar Inc., except those things stated on information and belief, the same which I regard as truthful and accurate in making this affidavit.

During my term on council from 2017 through 2024, the county council discussed and approved a Fee In Lieu of Taxes agreement (hereafter "FILOT") for Silfab Solar's proposed facility at 7149 Logistics Lane in the Fort Mill. The FILOT was presented, discussed in depth, and was voted on merely as a tax incentive for the Canadian corporation to expand their operations in York County. I do not recall an address or parcel number being on any of the FILOT documentation; Nor did the county council receive a petition for variance or change of use at any time from Silfab Solar.

As Vice Chair I and the other members of council relied upon York County zoning staff to ensure the corporation was placed in a properly zoned location. I have personal knowledge that the site at 7149 Logistics Lane is zoned Light Industrial by code. The FILOT was a tax incentive only. It was not in any way a change to the existing zoning classification. The existing industrial warehouse on the site was never zoned for anything other than distribution. I am aware that the Board of Zoning Appeals in York County reversed the zoning administrator and Silfab

interpretations of use for the site by unanimous 5-0 decision of the Board of Zoning Appeals.

It is my understanding Silfab has since acted under construction permits approved by the county to transform the existing industrial warehouse into a chemical operations plant, which has sparked outrage in the Fort Mill community because the plant is adjacent to schools and neighboring residential homes. A chemical manufacturing use did not exist at the site before Silfab began construction. If the chemical manufacturing use did not exist prior to the FILOT, it is my belief the corporation holds no vested right to change the zoning laws by virtue of the FILOT and that the Light Industrial character of the district remains unchanged. The code permits only distribution, not chemical manufacturing.

Further, affiant sayeth naught.

/s/ Allison Love

SWORN to and subscribed before me this 1st day of December 2025.

/s/ Robin M. Wagner

Notary Public for South Carolina

My Commission Expires August 13, 2034

[SEAL]

**NOTICE OF APPEAL AND REQUEST FOR  
MEDIATION PURSUANT TO S.C. CODE ANN.  
§§ 6-29-820 AND 6-29-825 OF DECISION OF  
YORK COUNTY BOARD OF ZONING APPEALS  
(JUNE 28, 2024)**

---

IN THE COURT OF COMMON PLEAS  
STATE OF SOUTH CAROLINA COUNTY OF YORK

---

SILFAB SOLAR, INC. and EXETER 7149  
LOGISTICS, L.P.,

*Appellants,*

v.

YORK COUNTY BOARD OF ZONING APPEALS,

*Respondent.*

---

Civil Action No.: 2024-CP-46-\_\_\_\_\_

---

**NOTICE OF APPEAL AND REQUEST FOR  
MEDIATION PURSUANT TO S.C. CODE ANN.  
§§ 6-29-820 AND 6-29-825 OF DECISION OF  
YORK COUNTY BOARD OF ZONING APPEALS**

Pursuant to S.C. Code Ann. § 6-29-820, Appellant Silfab Solar, Inc. (“Silfab”), as a party with a substantial interest in the decision of Respondent York County Board of Zoning Appeals (the “BZA”), issued on May 9, 2024 (attached as Ex. A) (the “Decision”), and Appellant Exeter 7149 Logistics, L.P., which is an owner of property located within the Light Industrial

district under the York County Zoning Ordinance, hereby appeal the Decision, which caused the reversal of the interpretation of the York County Zoning Administrator that Solar Panel Manufacturing is permitted in the Light Industrial district under the Computer and Electronic Products Manufacturing Use.

Also, Appellants hereby request that the parties conduct pre-litigation mediation pursuant to §§ 6-29-820(B)(2) and 6-29-825(A). If mediation is not successful, Appellants will supplement this filing with a petition in writing setting forth plainly, fully, and distinctly why the BZA's decision is contrary to law in accordance with § 6-29-825(F).

Respectfully submitted,

/s/ E. Brandon Gaskins

E. Brandon Gaskins

(SC Bar No. 73274)

Moore & Van Allen PLLC

78 Wentworth Street

P.O. Box 22828

Charleston, SC 29413-2828

Telephone: (843) 579-7000

Facsimile: (843) 579-7099

brandongaskins@mvalaw.com

*Attorney for Appellants Silfab Solar,  
Inc. and Exeter 7149 Logistics, L.P.*

June 28, 2024

Charleston, South Carolina