

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2026

ITEM TITLE:

Title: **2026 Sany SMG200C-8 Motor Grader**

Department: **Roads & Bridges**

Amount: **\$323,899.56**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: **\$330,000.00**

Project Cost: **\$323,899.56**

Balance: **\$6,100.44**

Finance Approval: _____

(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

This purchase is for a new 2026 Sany SMG200C-8 motor grader equipped with a 12-foot moldboard that will be used by the Roads and Bridges Maintenance Crew to maintain gravel roads, cut shoulders, and clean out ditches throughout the County.

After researching motor graders that would meet the department's requirements, staff determined that the Sany SMG200C-8 motor grader would best meet the needs of the Roads and Bridges Department.

This motor grader will replace a 2001 Komatsu GD670-A motor grader with 8,317 hours (Equipment ID No. 325.07). The 2001 Komatsu will be transferred to Solid Waste for use in the C&D Landfill. The Vehicle Maintenance Director has approved this purchase.

SPECIAL CONSIDERATION(S):

Pricing for the 2026 SANY SMG200C-8 Motor Grader is based on the North Carolina Sheriffs' Association (NCSA) Heavy Equipment Purchasing Cooperative, Bid/Contract No. 27-11-0421, effective May 18, 2026, through May 17, 2027. Under Item 596, "Sany, Catalog Discount, All Motor Grader Products," The Ironpeddlers, Inc. is the awarded vendor for the nationwide purchasing zone. The contract provides a minimum discount of 32% from the manufacturer's suggested retail price (MSRP) for base equipment and 6% from MSRP for options. For this purchase, The Ironpeddlers, Inc. is providing Oconee County with a 34.99% discount from MSRP on the base equipment, exceeding the minimum contract discount.

Oconee County will purchase the 2026 SANY SMG200C-8 Motor Grader directly from The Ironpeddlers, Inc. in accordance with the pricing and terms established under North Carolina Sheriffs' Association (NCSA) Contract No. 27-11-0421. The Ironpeddlers, Inc. will be responsible for equipment configuration, delivery, commissioning, and applicable warranty service.

ATTACHMENT(S):

1. The Ironpeddlers, Inc. N.C. Sheriffs' Association (NCSA) Contract Quote
2. N.C. Sheriffs' Association (NCSA) Contract Information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2026 Sany SMG200C-8 Motor Grader from The Ironpeddlers, Inc. of Duncan, SC, in the amount of \$323,899.56, in accordance with North Carolina Sheriffs' Association (NCSA) Contract No. 27-11-0421.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C Popham, Procurement Director

Stewart O. Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Remit To:
3504 N Rocky River Rd.
Monroe, NC 28110
1-800-438-1933



Charlotte/Monroe, NC Raleigh/Wake Forest, NC Wilmington, NC
Greenville/Duncan, SC Florence, SC Asheville, NC
London, KY

Ship To: Oconee County

Invoice To: OCONEE COUNTY
15026 WELLS HWY
SENECA SC 29678

Branch 05 - GREENVILLE		
Date 09/21/2026	Time 14:21:26 (O)	Page 1
Account No OCONE005	Phone No 8648881446	Est No 05 Q03163
Ship Via		Purchase Order
Tax ID No		
TROY L. MOTZ		Salesperson TLM

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/30/2026 Amount

New 2026 SANY SMG200C-8 MOTOR GRADER W/12' MOULD BOARD 243800.00
NC Sheriff's Association.. Iron Peddlers
Contract Number 27-11-0421
MSRP \$375,000

New SERVICE PLAN - 7 YEAR/ 7000 HOURS SCHEDULED MAINTENANCE 56107.00
INCLUDING ALL FILTERS, LUBRICANT, MILEAGE AND OIL SAMPLING
***MILEAGE BASED OFF OKONEE COUNTY SHOP ADDRESS

Subtotal: 299907.00
LAURENS County: 2999.07
LAURENS CO CAPITAL PROJECTS TAX SP Spec.: 2999.07
SC STATE TAX: 17994.42
Authorization: _____ Quote Total: 323899.56

USED EQUIPMENT SOLD "AS IS, WHERE IS" CONDITION. BUYER RESPONSIBLE FOR
INSPECTING ITEMS BEFORE PUTTING INTO SERVICE. PARTS SHORTAGES MUST BE
REPORTED WITHIN 10 DAYS. PARTS CREDITS REQUIRE ORIGINAL INVOICE NUMBER AND
APPROVAL WITHIN 60 DAYS.

X

Received By

Thank You For Your Business!

X

Printed Name

North Carolina Sheriffs' Association Contract Award Agreement

Heavy Equipment Procurement Program Bid 27-11-0421

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its nationwide competitive award for heavy equipment. All government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 27-11-0421 will be effective May 18, 2026 through May 17, 2027.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 27-11-0421, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.


Signature of Authorized Representative

Benjamin Miller
Printed Name of Authorized Representative

The Ivanpeditors
Contractor/Vendor Name (Please Print)

5/18/2026
Date

Date


Signature of NCSA Contract Administrator

Gideon Adams
Printed Name of NCSA Contract Administrator

May 18, 2026
Date

Date

Stay Safe and Well Equipped

Bid Award**Contract:** 27-11-0421, Heavy Equipment**Group:** Tractors**Item:** 596, Sany, Catalog Discount, All Motor Grader Products**Description:** Catalog discount on manufacturer`s standard base item for all product offerings. Published pricing is not subject to change without NCSA approval.**Model Upgrade/Downgrade:** Not applicable - All available models are part of the Catalog Discount for this line item.

Zone	Vendor	Price	Percent (Taken off MSRP for base price)	Percent (Taken off MSRP for options)	Build File	Options File
Nationwide	The Ironpeddlers	\$0.00	32.00%	6.00%	Build	Options

Pricing Spreadsheet 2026 Sany Motor Grader SMG200C-8

North Carolina Sheriffs Association (NCSA) Contract No. 27-11-0421		MSRP	Sourcewell Contract	Discount Amount	Sourcewell Contract Price
2026 Sany SMG200C-8 Motor Grader		\$375,000.00	34.99%	\$131,200.00	\$243,800.00
New Service Plan - 7 Year / 7000 Hours Scheduled Maintenance Including all Filters, Lubricant, Mileage and Oil Sampling		\$56,107.00		\$0.00	\$56,107.00
Subtotal					\$299,907.00
Laurens County Tax (1%)					\$2,999.07
Laurens County Capital Projects Tax SP Spec (1%)					\$2,999.07
SC Sales Tax (6%)					\$17,994.42
Grand Total					\$323,899.56

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-29**

**AN ORDINANCE TO CONFIRM A BUILDING VARIANCE AND
TERMINATION OF PURCHASE OPTION FOR OCONEE INDUSTRY
AND TECHNOLOGY PARK IN THE PUBLIC RECORD.**

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County (the “**County Council**”), the governing body of Oconee County, South Carolina (the “**County**”) in a meeting duly assembled as follows:

Section 1 Findings of Fact. The County Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “**Ordinance**”):

(a) Mosdorfer Real Estate LLC, a South Carolina limited liability company (“**Mosdorfer**”) is the owner of that certain parcel of real property located in the County (“**Land**”), on which is located that certain completed industrial building constructed by Mosdorfer’s predecessor-in-interest to the Land (the “**Building**”) within the Oconee Industry and Technology Park (“**Project**”).

(b) The County is the declarant under that certain Declarations of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a The Echo Hills Business and Industrial Park, recorded December 4, 2017, appearing of record in the Office of the Register of Deeds for Oconee County, South Carolina, in Record Book 2319 at Page 265, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a The Echo Hills Business and Industrial Park, dated February 22, 2022, recorded February 25, 2022, in Record Book 2784, Page 204, aforesaid records (collectively, the “**Declaration**”).

(c) Section 2.04 of the Declaration reserved the County a right to repurchase the Land in the event certain conditions more fully set forth in the Declaration were not met (the “**Right to Repurchase**”).

(d) the Building was constructed in accordance with the Declaration and the Right to Repurchase has expired.

(e) Section 2.19 of the Declaration reserved certain setbacks with respect to the Land, including that certain one hundred foot (100’) setback of all buildings from property lines which are adjacent to a public roadway as more fully forth in aforesaid Section of the Declaration (the “**Building Setback**”).

(f) The County previously approved the plans for the Building prior to its construction as required in the Declaration, which included (i) an approximately eight foot (8’) encroachment of the Building on the northeast corner of into the Building Setback and (ii) an approximately

seventeen foot (17') encroachment of the Building on the southeast corner of into the Building Setback (collectively, the "***Setback Encroachments***").

(g) The County now desires to record a document in the public record to (i) affirm the expiration of the Right to Repurchase in the public record, and (ii) grant a variance under the Declaration with respect to the Setback Encroachment of record and executes this Instrument for that purpose

Section 2 Approval of Termination of Right to Repurchase and Grant of Variance. The County Council hereby authorizes the formal release of the Right to Repurchase and the variance for the Setback Encroachments under the Declaration. The form, provisions, terms, and conditions of the termination and grant of variance, as attached as **Exhibit A** hereto (the "***Termination and Variance***"), are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Termination and Variance was set out in this Ordinance in its entirety. The Chairman of County Council (the "***Chairman***") is hereby authorized, empowered, and directed to execute the Termination and Variance in the name and on behalf of the County; the Clerk to County Council (the "***Clerk***") is hereby authorized, empowered and directed to attest the same; and the Chairman is further authorized, empowered, and directed to deliver the Termination and Variance to Mosdorfer for recordation in the County real property records. The Termination and Variance is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the Chairman, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement Amendment attached as an exhibit hereto.

Section 3 Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

[Remainder of the Page Left Blank]

DONE AND ENACTED this _____ day of _____ 2026.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Matthew Durham, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Jennifer Adams, Clerk to County Council
Oconee County, South Carolina

First Reading:	September 1, 2026 <i>(in title only)</i>
Second Reading:	September 15, 2026
Public Hearing:	October 06, 2026
Third Reading:	October 06, 2026

EXHIBIT A

Termination of Right to Repurchase and Grant of Variance

encroachment of the Building on the southeast corner of into the Building Setback (collectively, the “***Setback Encroachments***”);

WHEREAS, Section 5.05 of the Declaration permit Declarant to grant reasonable variances to the Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions of the Declaration, provided that, such variances are reasonably consistent with the purposes of the Declaration and do not in Declarant’s opinion, materially and adversely affect any existing Improvements (as such term is defined in the Declaration) on the Property (as such term is defined in the Declaration);

WHEREAS, Declarant has determined that, (i) requiring Mosdorfer to modify the Building to comply with the Building Setback would create practical difficulties and unnecessary hardship for Mosdorfer, and (ii) the granting of a variance by Declarant with respect to the Setback Encroachment does not materially or adversely impact the existing Improvements on the Property (as such term is defined in the Declaration);

WHEREAS, Declarant now desires to (i) affirm the expiration of the Right to Repurchase in the public record, and (ii) grant a variance under the Declaration with respect to the Setback Encroachment of record and executes this Instrument for that purpose.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy are hereby acknowledged, in accordance with the foregoing premises, Declarant hereby grants the following:

1. **Termination of Right to Repurchase.** Declarant hereby releases the Land and Building from, and forever terminates and cancels of record, the Right to Repurchase with respect thereto.
2. **Setback Variance.** Pursuant to Declarant’s rights set forth in Section 5.05 of the Declaration, Declarant hereby reduces the Building Setback for the Land from 100 feet (100’) to eighty-five feet (85’).

Except as set forth herein all other terms and conditions of the Declaration shall remain in full force and effect. For clarity and avoidance of all doubt, the foregoing termination of the Right to Repurchase and variance apply only to the Land. Any other real property encumbered by the Declaration, including, without limitation, any other Building Site (as such term is defined in the Declaration), shall remain subject to the Declaration as set forth therein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned has set its hand and seal, effective as of the _____ day of _____, 2026.

OCONEE COUNTY, SOUTH CAROLINA,
a body politic and corporate and political subdivision of
the State of South Carolina

WITNESSES:

Print: _____

Print: _____

By: _____
Print: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of _____, do hereby certify that the above-named Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2026.

Notary Public for _____
My Commission Expires: _____

EXHIBIT A

Legal Description

All that tract or parcel of land located in Oconee County, South Carolina, which is more particularly described below:

Tract A on the plat recorded at Book B819, Page 9 in Oconee County, South Carolina real estate records.

Derivation: Being the same property conveyed to Mosdorfer Real Estate, LLC, by deed Oconee Housing Solutions, LLC, dated of even date herewith, and recorded on even date herewith, in Book _____, at Page _____, in the Office of the Register of Deeds for Oconee County, South Carolina.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-31**

AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF OCONEE COUNTY, SOUTH CAROLINA, BY ADDING DIVISION 4, "APPOINTMENTS AND CONSTITUTIONAL OATHS," TO ARTICLE II, "COUNTY COUNCIL," CONSISTING OF SECTIONS 2-96 THROUGH 2-101; TO ESTABLISH A UNIFORM CONSTITUTIONAL OATH REQUIREMENT FOR CERTAIN PERSONS APPOINTED BY OCONEE COUNTY COUNCIL; TO PROVIDE FOR ADMINISTRATION, SUBSCRIPTION, FILING, AND RETENTION OF SUCH OATHS; TO REQUIRE THE PROVISION OF A COPY OF THE CONSTITUTION OF THE UNITED STATES TO CERTAIN PUBLIC OFFICIALS AND SWORN COUNTY PERSONNEL; TO PROVIDE FOR TRANSITION, RATIFICATION, COMPLIANCE, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Article VI, Section 4 of the Constitution of the State of South Carolina provides that officers of the State and its political subdivisions, before entering upon the duties of their respective offices, shall take and subscribe the oath of office prescribed by Article VI, Section 5;

WHEREAS, Article VI, Section 5 of the Constitution of the State of South Carolina prescribes an oath by which an elected or appointed officer affirms that the officer is duly qualified to exercise the duties of the office, will faithfully discharge those duties, and will preserve, protect, and defend the Constitution of the State of South Carolina and the Constitution of the United States;

WHEREAS, Oconee County Council appoints citizens to county boards, commissions, authorities, committees, and other public bodies, and directly appoints or employs certain officials who exercise governmental authority on behalf of Oconee County;

WHEREAS, County Council finds that persons entrusted by Council with governmental authority should formally acknowledge their duty to preserve, protect, and defend the Constitutions under which that authority is exercised;

WHEREAS, County Council further finds that elected county officeholders and sworn law enforcement and public safety officers should be provided ready access to the Constitution of the United States; and

WHEREAS, County Council desires to codify these permanent requirements in a new Division 4, "Appointments and Constitutional Oaths," within Article II, "County Council," of Chapter 2, "Administration," using a portion of the section numbers presently reserved.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, duly assembled:

SECTION 1. CHAPTER 2 AMENDED.

Chapter 2, "Administration," of the Code of Ordinances of Oconee County, South Carolina, is amended by adding Division 4, entitled "APPOINTMENTS AND CONSTITUTIONAL OATHS," to Article II, "COUNTY COUNCIL," Sections 2-96 through 2-101, to read as follows:

DIVISION 4. - APPOINTMENTS AND CONSTITUTIONAL OATHS

Sec. 2-96. - Constitutional oath required.

(a) As a condition of appointment or service, as applicable, the following persons shall take and subscribe the oath prescribed by Article VI, Section 5 of the Constitution of the State of South Carolina:

1. Each member appointed by Oconee County Council to a county board, commission, authority, committee, or other public body created by Oconee County or otherwise subject to County Council's appointment authority, except where the governing state law, enabling legislation, or intergovernmental agreement provides otherwise;
2. The Oconee County Administrator;
3. The Oconee County Attorney;
4. The Clerk to Oconee County Council; and
5. Any other officer or position directly appointed by County Council that County Council expressly identifies, at the time of appointment or reappointment, as exercising governmental authority on behalf of Oconee County and as subject to this oath requirement. The Clerk to Council shall maintain a current list of positions so identified.

(b) Every person newly appointed to a position covered by section 2-96 shall take and subscribe the oath following appointment and prior to entering upon or assuming the duties of the office or position.

(c) Every person reappointed to a position covered by section 2-96 shall take and subscribe the oath following reappointment and prior to entering upon or assuming the duties of the new term.

(d) Nothing in this article shall apply solely by reason of ordinary employment with Oconee County to employees who are not directly appointed by County Council.

Sec. 2-97. - Form and administration of oath.

(a) The oath administered pursuant to this article shall be the oath prescribed by Article VI, Section 5 of the Constitution of the State of South Carolina:

“I do solemnly swear (or affirm) that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected, (or appointed), and that I will, to the best of my ability, discharge the duties thereof, and preserve, protect, and defend the Constitution of this State and of the United States. So help me God.”

(b) A person may take the oath by affirmation rather than by swearing. The concluding phrase “So help me God” may be omitted when permitted or required by applicable law. No person shall be disqualified from appointment or service on account of a lawful election to affirm or to omit that concluding phrase.

(c) The oath or affirmation shall be administered by a person authorized by law to administer oaths and in a manner consistent with the Constitution and laws of the State of South Carolina.

Sec. 2-98. - Written subscription; filing and retention.

(a) Each person taking the oath shall sign a written copy of the oath.

(b) The written oath shall state the person's name; the office, position, board, commission, authority, committee, or public body in which the person will serve; the date the oath was administered; the signature of the person taking the oath; and the name, title, and signature of the person administering the oath.

(c) The original or an official copy of each subscribed oath shall be filed with the Clerk to Council.

(d) The Clerk to Council shall maintain the subscribed oaths as public records in accordance with the South Carolina Public Records Act and applicable records-retention schedules, and such records shall be subject to the South Carolina Freedom of Information Act.

Sec. 2-99. - Provision of Constitution of the United States.

(a) Oconee County shall provide a printed copy of the Constitution of the United States of America to:

1. Each person required to take the oath pursuant to section 2-96;
2. Each elected Oconee County officeholder;
3. Each sworn law enforcement officer employed by Oconee County or the Oconee County Sheriff's Office; and
4. Each sworn or credentialed public safety officer employed by Oconee County in fire, rescue, emergency medical services, emergency management, or another County public safety agency designated by County Council.

(b) For purposes of this section, the distribution requirement does not extend to municipal officers or employees, volunteer personnel, or personnel of another political subdivision unless County Council expressly provides otherwise.

(c) The Clerk to Council shall ensure that copies required by this section are made available. For elected officeholders and Council appointees, the Clerk shall provide the copy directly. For sworn law enforcement and public safety personnel, the Clerk shall provide copies in sufficient quantity to the Sheriff or applicable County public safety agency head, who shall distribute them to current personnel and thereafter to newly sworn, hired, or credentialed personnel as part of the agency's onboarding or swearing-in process.

(d) County Council finds that providing the Constitution of the United States serves the public purpose of ensuring that persons entrusted with governmental authority and public safety responsibilities have ready access to the federal Constitution.

Sec. 2-100. - Compliance and construction.

(a) A person appointed or reappointed after the effective date of the ordinance adopting this article shall not exercise the powers, cast a vote, or otherwise perform the official duties of the applicable appointment or position until the oath required by section 2-96 has been taken and subscribed.

(b) A person appointed or reappointed after the effective date who fails or refuses to take and subscribe the required oath within thirty (30) days after appointment or reappointment shall be deemed to have declined the appointment, and the position shall be treated as vacant to the extent permitted by applicable law. If state law, enabling legislation, or an intergovernmental agreement establishes a different procedure for qualification, declination, removal, or vacancy, that authority shall control.

(c) Nothing in this article shall be construed to create a new constitutional office, to declare that any particular position constitutes an office for purposes of Article VI of the South Carolina Constitution, to alter qualifications established by state law, to affect the constitutional prohibition against dual office holding, or to interfere with the authority of an independently elected official or another governmental entity.

(d) If general law, enabling legislation, or an intergovernmental agreement governing a particular office, board, commission, authority, committee, or other public body conflicts with this article, the controlling law or agreement shall govern to the extent of the conflict.

(e) A violation of this article shall not constitute a criminal offense or infraction and shall not be subject to the general penalty provisions of section 1-7 of this Code.

Sec. 2-101—2-130. - Reserved.

SECTION 2. CURRENT APPOINTEES; TRANSITION.

- (a) Each person serving on the effective date of this Ordinance in a position subject to the oath requirement established by Section 2-96 shall take and subscribe the oath within ninety (90) days after the effective date. Such persons may continue to exercise the duties of their positions during that ninety-day transition period.
- (b) The prohibition against exercising official duties before taking the oath applies only to persons appointed or reappointed on or after the effective date of this Ordinance and shall not suspend or interrupt the service of a person who was already serving on the effective date during the transition period provided in subsection (a).
- (c) To the fullest extent permitted by law, Oconee County Council hereby ratifies, confirms, and approves all lawful official actions, votes, decisions, recommendations, and other acts previously taken by persons appointed by County Council before the effective date of this Ordinance, notwithstanding the absence of a subscribed oath required by this Ordinance.
- (d) Nothing in this Section shall be construed as a determination or admission that any person serving before the effective date of this Ordinance violated the Constitution or laws of this State, lacked authority to act, or that any prior official action was invalid because the person had not taken or subscribed the oath required prospectively by this Ordinance.

SECTION 3. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. CONFLICTING PROVISIONS.

All ordinances, resolutions, policies, or portions thereof inconsistent with this Ordinance are repealed, revised, or superseded to the extent of such inconsistency.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective upon approval following third reading and public hearing as required by law.

ORDAINED in meeting duly assembled this ____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 01, 2026
Second Reading: September 15, 2026
Third Reading: October 06, 2026
Public Hearing: October 06, 2026

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE September 1, 2026
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance agreement between Project Fox and Oconee County to locate a new manufacturing operation in Oconee County.

BACKGROUND DESCRIPTION:

Project Fox is an international manufacturer of products used in the food processing and healthcare delivery sectors. Oconee County is one of several communities the project is considering for the new operation. The project is anticipated to have a capital investment of \$75 million and create twenty-five new jobs. The Oconee Economic Alliance (OEA) has been working with this competitive project since 2025. The OEA has recommended a property tax incentive package and sale of county owned industrial land for the project in an effort to secure Project Fox's commitment to locate in Oconee County. The OEA is recommending the following county incentives for the project:

1. A 30-Year Fee-In-Lieu-of-Taxes (FILOT) agreement with a fixed property assessment rate of 6% and millage rate of 281.7 mills.
2. A 15-Year Special Source Revenue Credits (SSRC) that provides an annual abatement of 50% of the FILOT payment.
3. Sale of Oconee County owned industrial land (size to be determined) at a price of \$5,000/acre.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Project Fox is a well-established and financially strong company that supports critical and strategically important business sectors in the U.S.
- The project is a significant investment in the Oconee County.
- The jobs created by the project will have an average salary of approximately \$58,000.
- The project will bring development to an area that has lacked the business growth experienced in other areas of Oconee County.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate in total property taxes (after incentives) an estimated \$2,900,000 over 10 years, \$4,600,000 over 20 years and \$6,800,000 over 30 years.
- The FILOT and SSRCs are estimated to provide Project Fox with a property tax savings of \$4,100,000 over 30 years or 38%.

___Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the ordinance for Project Fox.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

Submitted or Prepared By:

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Stewart Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2026-30

AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [COMPANY LEGAL NAME] ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND [PARTNER] COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Fox) by and between the County and [Partner] County (“Park”), the substantially final form of which is attached as Exhibit D, pursuant to which certain real property consisting of approximately forty-nine (49) acres as further described on the attached Exhibit A (“Project Site”) shall be designated as being part of the Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the [Partner] County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, [Company Legal Name], formerly known to the County as Project Fox, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$74,455,698 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Company upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit B (“PSA”), which conveyance is conditioned upon the Company’s covenant to commence and complete construction of the improvements comprising the Project on or before the dates set forth in the PSA; and which PSA reserves to the County, if that covenant is not satisfied, the right either to repurchase the Project Site at the price paid by the Company, less the County’s reasonable closing costs and the cost of removing any partially completed improvements and restoring the Project Site, or to require the Company to pay to the County the difference between the fair market value of the Project Site as of the closing date and the price paid by the Company; and which PSA further restricts the use and transfer of the Project Site and reserves to the County a right of first refusal, each as set forth therein;

WHEREAS, a portion of the road providing access to the Project Site is owned by the City of Seneca, and the County may hereafter convey the remainder of the Seneca Rail Park to the City of Seneca; and the PSA accordingly provides that the County shall grant a perpetual easement appurtenant to the Project Site for access over the portion of such road owned by the County, and conditions the closing of the conveyance upon the delivery and recording of an instrument by which the City of Seneca releases any right, title, interest, claim, or option of the City in or to the Project Site and confirms access over the portion of such road owned by the City;

WHEREAS, the Project Site, upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the [Partner] County Council, is added to and will be located within the boundaries of the Park;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on [____], 2026, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Council has considered South Carolina Revenue Ruling #26-4 (August 11, 2026), in which the South Carolina Department of Revenue concluded that a sponsor’s failure to place economic development property in service on or before the last day of the property tax year that is three years after a fee agreement is entered into does not result in automatic termination of the fee agreement; and the Council intends that the Fee Agreement authorized by this Ordinance fix the commencement date by contract and make the failure to place property in service by a date certain an event of default entitling the County to terminate, as that ruling expressly contemplates;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit C, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a six percent assessment ratio and a fixed millage of [____] mills for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; (ii) a 50% SSRC with a term of 15 years with respect to the Negotiated FILOT payments; and (iii) an outside commencement date of December 31, [2029], on or before which the Company must place economic

development property in service at the Project, and provides that if the Company fails to do so, and the County has not extended that date by written instrument approved by the Council, the Fee Agreement becomes null and void ab initio without further action by the County, subject to the County's right to elect instead to treat the failure as an event of default and to terminate the Fee Agreement; and

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

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

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

- (a) The Project will constitute a "project" as that term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and
- (g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and [Partner] County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization and Approval of Form of Fee Agreement, PSA, and MCIP Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the PSA, and the MCIP Agreement are each authorized and approved. The form of the Fee Agreement, the PSA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit C, Exhibit B, and Exhibit D, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as

if the Fee Agreement, the PSA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the PSA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement and the PSA to be delivered to the Company and the executed MCIP Agreement to be delivered to [Partner] County. The Fee Agreement, the PSA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the PSA, and the MCIP Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the PSA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the Fee Agreement, the PSA, and the MCIP Agreement. The authority granted by this Section to effect the conveyance of the Project Site is subject to the satisfaction or waiver of each condition to the County's obligation to close set forth in the PSA, including the delivery and recording of the release described in the recitals to this Ordinance.

Section 5. *No Grant or Other Cash Incentive.* The incentives authorized by this Ordinance are the Negotiated FILOT, the SSRC taken as a credit against Negotiated FILOT payments, the designation of the Project Site as part of the Park, and the conveyance of the Project Site pursuant to the PSA. No grant, forgivable loan, infrastructure reimbursement payable other than as a credit against fees in lieu of taxes, or other cash incentive is authorized by this Ordinance, and none shall be provided to the Company with respect to the Project except pursuant to a separate action of the County Council.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND FOUR EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

Passed and approved: [_____], 2026

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: September 1, 2026
Second Reading: October 06, 2026
Public Hearing: November 17, 2026
Third Reading: November 17, 2026

EXHIBIT A
DESCRIPTION OF PROJECT FOX PROPERTY

Approximately forty-nine (49) acres located on the east side of the Seneca Rail Park, being a portion of that certain 111.082-acre tract shown and described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, dated March 29, 2011, revised April 9, 2012, and recorded April 25, 2012, in Plat Book B403 at Pages 6 and 7, records of the Oconee County Register of Deeds, and presently constituting a portion of Oconee County Tax Map No. 520-36-10-017. The final acreage, location, configuration, and boundaries of the Project Site shall be established by the survey provided for in the PSA, and this Exhibit A shall be conformed to that survey.

EXHIBIT B

FORM OF PURCHASE AND SALE AGREEMENT

[SEE ATTACHED]

EXHIBIT C
FORM OF FEE IN LIEU OF AD VALOREM TAXES
AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT
[SEE ATTACHED]

EXHIBIT D
FORM OF MCIP AGREEMENT
[SEE ATTACHED]

FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Between

OCONEE COUNTY, SOUTH CAROLINA

and

[COMPANY LEGAL NAME]

Dated as of [], 202[7]

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

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

FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Fee Agreement") is made and entered into as of [], 202[7], by and between OCONEE COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Oconee County Council ("County Council") as the governing body of the County, and MESSER LLC(FORMERLY IDENTIFIED TO THE COUNTY AS PROJECT FOX), a limited liability company organized and existing under the laws of the State of Delaware ("Company").

RECITALS

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and sponsor affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Clawback Minimum Requirements” shall mean (a) an investment of at least \$65,000,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsors and (b) the creation of at least 25 new, full-time jobs by the Company.

“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; provided, that (i) in no event shall the Commencement Date be later than the Outside Commencement Date, and (ii) if no portion of the Project has been placed in service on or before the Outside Commencement Date, then, unless the County has extended the Outside Commencement Date by written instrument approved by County Council, this Fee Agreement shall be null and void ab initio without any further action by the County or the Company, and neither party shall have any further right or obligation under it; provided, that in lieu of the foregoing the County may elect, by written notice to the Company delivered within 60 days after the Outside Commencement Date, to treat the Company’s failure as an Event of Default under Section 5.1 hereof and to exercise the remedies provided in Section 5.2. The parties acknowledge South Carolina Revenue Ruling #26-4 (August 11, 2026), and intend that this definition, the definition of Outside Commencement Date, the definition of Investment Period, and Section 5.1 hereof each constitute terms of this Fee Agreement that differ from, and are intended to displace, the statutory default addressed in that ruling.

“Outside Commencement Date” shall mean December 31, [2029]; provided, that the Outside Commencement Date may be extended only by written agreement of the County, which agreement shall require the approval of County Council. In no event shall the Outside Commencement Date be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean MESSER LLC, a Delaware limited liability company or its permitted assigns (formerly identified to the County as Project Fox) and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

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

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

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and

identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

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

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

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

“Fee Agreement” shall mean this Fee Agreement.

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

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

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

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

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

“Investment Commitment” shall mean, with respect to the Project, investment by the Company and any sponsor affiliates of at least \$65,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date; provided, that any extension of the Investment Period pursuant to Section 12-44-30(13) of the Act shall require the prior written agreement of the County, which agreement shall require the approval of County Council by ordinance or resolution, and the Company shall have no right to extend the Investment Period unilaterally or by application to the Department without that agreement.

“Jobs Achievement Percentage” shall equal the quotient of the maximum number of jobs created in the Investment period divided by 25, provided that the Jobs Achievement Percentage shall not exceed 100%.

“Jobs Commitment” shall mean the creation of at least 25 new, full-time jobs at the Project.

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

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year [2027] or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

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

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

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

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. Any Sponsor joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Company and the Sponsor, and consented to by the County, as reflected by its execution of the Joinder Agreement.

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

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the

intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

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

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be [___] mills, the millage rate in effect with respect to the location of the proposed Project on June 30, [2026], as provided under Section 12-44-50(A)(1)(d) of the Act.

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

(f) The County agrees to use its commercially reasonable efforts to cause the Real Property to be added to and become part of the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Fee Term in order that the tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Sponsor.

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

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

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

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

(d) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in any material default, not waived, or cured, under any company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.

(e) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(f) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Company to undertake the Project in the County.

(g) The Company plans and intends to achieve its Investment Commitment and Jobs Commitment by the end of the Investment Period.

(h) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes, ends on [].

(i) The Company has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

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

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

Section 3.3 Filings and Reports.

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

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

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term,

that the Company 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 Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, [2026], which is [] mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

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

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

(c) The Company shall receive an annual credit in an amount equal to 50% of the FILOT revenues for the Project to offset the aggregate Infrastructure costs incurred for the first fifteen FILOT Payments hereunder. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

(d) Notwithstanding the foregoing: (i) the Infrastructure Credit shall be calculated and applied after payment of the amount due any non-host county under the MCIP Agreement; (ii) the aggregate amount of all Infrastructure Credits claimed by the Company shall not at any time exceed the amount actually expended by the Company with respect to the Infrastructure; (iii) no Infrastructure Credit shall be claimed with respect to any property tax year beginning before the first property tax year in which Economic Development Property is placed in service at the Project; (iv) to the extent any Infrastructure Credit is taken against FILOT Payments on personal property, and that personal property is removed from the Project during the Fee Term and is not replaced with qualifying Replacement Property, the amount of the FILOT Payment due on that personal property for the year in which it was removed shall also be due for each of the two years immediately following the removal, as Section 4-29-68 of the Code provides; and (v) the Infrastructure Credits are payable solely from FILOT Payments, are not secured by and are not entitled to a pledge of the full faith, credit, or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, and are not a pecuniary liability of the County or a charge against its general credit or taxing power.

To claim each Infrastructure Credit, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an Infrastructure Credit, an Annual Infrastructure Credit Certificate, the form of which is attached as Exhibit C ("Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Infrastructure Credit. Failure to timely file the Certification shall not result in a forfeiture of the Infrastructure Credit for such year, but the County will not deduct the Infrastructure Credit from the FILOT bill until the Certification is submitted by the Sponsor, provided, further, however, failure to file the Certification on or before the close of the County's then-current fiscal year shall result in the forfeiture of the Infrastructure Credit for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Infrastructure Credit from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the Infrastructure Credit amount from the FILOT bill. In no event is the County required to deduct any Infrastructure Credit amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Failure to Achieve Clawback Minimum Requirements.

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

(b) If the Company fails to achieve the Clawback Minimum Requirements by the end of the Investment Period, the Infrastructure Credits shall be reduced retroactively and prospectively, as follows:

Reduction Factor = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (0.80 x Investment Achievement Percentage) + (0.20 x Jobs Achievement Percentage), provided that neither the Investment Achievement Percentage nor the Jobs Achievement Percentage shall exceed 100%

Investment Achievement Percentage = Maximum Capital Investment Achieved Within the Investment Period / \$65,000,000

Jobs Achievement Percentage = Maximum Jobs Created Within the Investment Period / 25

Repayment Amount = Infrastructure Credits Received x Reduction Factor

The Company shall pay the Repayment Amount within 60 days after the deadline for filing property tax returns for the last year of the Investment Period. Any future Infrastructure Credits shall be reduced by the Reduction Factor, provided that either the Company or the County may request a redetermination of the Reduction Factor for any future Infrastructure Credits in any property tax year based on the capital investment and jobs achieved as of the last day of the Company's applicable fiscal year, subject to the statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, and/or as otherwise allowed under the FILOT Act.

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

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

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

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

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

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

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

Section 4.8 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

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

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

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

Section 4.11 No Double Payment; Future Changes in Legislation.

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

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

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (“Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company

for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. "Administration Expenses" shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County. Reimbursement for the County's attorneys' fees shall be according to the typical fee arrangement with the County, not to exceed \$[25,000---including real estate transaction], provided however, this limit does not apply to Section 4.14 or Section 5.6 of this Fee Agreement.

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

Section 4.14 Indemnification Covenants.

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

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 4.14, the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 4.14, the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.14: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Fee Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.14 unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.14 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(e) The County is entitled to use counsel of its choice and the Company shall, reimburse the County for all of its reasonable costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs, provided that the County provides documentation indicating the amount of such cost and the general reason for its incurrence. Reimbursable costs shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County.

ARTICLE V

DEFAULT

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

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County, *provided, however*, that an invoice from the County and/or a separately elected County official constitutes sufficient notice under this section 5.1(a); *provided, further, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

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

(d) Failure by the Company to place any portion of the Project in service on or before the Outside Commencement Date, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County. The parties acknowledge that this subsection is intended to be the contractual provision contemplated by South Carolina Revenue Ruling #26-4 under which the County may terminate this Fee Agreement for failure to place property in service; or

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted

corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

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

- (i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor (which notice period shall not be applicable in the case of the failure to make any payments due under this Fee Agreement); or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

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

- (i) bring an action for specific enforcement;
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

Section 5.3 Additional Collection and Enforcement Rights of County. The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 5.4 Termination on Cessation of Operations. The County's obligation to provide the incentives under this Fee Agreement may end, and the County may terminate this Fee Agreement at the County's sole discretion, if the Company ceases operations at the Project and fails to recommence operations within ninety (90) days following written notice from the County to the Company; provided, that the Infrastructure Credits provided under this Fee Agreement shall terminate automatically if the Company ceases operations. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve months and the Infrastructure Credit events (as defined). If this Fee Agreement is terminated under this Section before the end of the Investment Period, the provisions of Section 4.2 relating to retroactive payments apply. In no circumstance shall the County be required to refund or pay any amount to the Company or any Sponsor on a termination under this Section. Notwithstanding the foregoing, if the Company ceases operations solely as a result of Force Majeure events (as defined in Section 6.9), the County shall not terminate this Fee Agreement or the Infrastructure Credit for a period of twelve (12) months following the cessation, provided that the Company gives the County prompt written notice of the event and recommences operations within that period; the Infrastructure Credit shall be suspended, and no Infrastructure Credit shall accrue or be claimed, for any property tax year during which the Company is not operating at the Project.

Section 5.5 Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.6 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company may request reasonable documentation evidencing the costs. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs, provided that the County provides documentation indicating the amount of such cost and the general reason for its incurrence. Reimbursable costs shall not include any wages and/or benefits attributable to internal staff or personnel employed by the County.

ARTICLE VI

MISCELLANEOUS

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

IF TO THE COMPANY:

Messer LLC
200 Somerset Corporate Boulevard, Suite 7000
Bridgewater, New Jersey 08807
Attention: Legal & Compliance
Email: bernadette.coghan-walsh@messer-us.com

WITH A COPY TO (which shall not constitute notice):

Lewis Brisbois Bisgaard & Smith LLP
600 Peachtree Street NE, Suite 4700
Atlanta, GA 30308
Attention: Martin A. Shelton, Frank Cerza and Naya Urla
Email: martin.shelton@lewisbrisbois.com; frank.cerza@lewisbrisbois.com; and
naya.urla@lewisbrisbois.com

IF TO THE COUNTY:

Oconee County, South Carolina
Attn: County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

WITH A COPY TO (which shall not constitute notice):

Kozlarek Law LLC
Attn: Michael E Kozlarek
Post Office Box 565
Greenville, South Carolina 29602-0565

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts; Electronic Signature. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Each of the County and the Company (i) has agreed to permit the use from time to time, where appropriate, of electronic mail and electronic signatures in order to expedite the transaction contemplated by this Fee Agreement; (ii) intends to be bound by its electronic signature on this Fee Agreement and on any amendments to this Fee Agreement; (iii) is aware that the other party will rely on its electronically transmitted signature; and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Fee Agreement based on the fact that a signature was made or sent only by electronic mail or electronic transmission.

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

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

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

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

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the inclusion of property under the terms of this Fee Agreement and the commensurate incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company the inducement as provided in this Fee Agreement to locate the Project in the County. In case a change in the Act or State laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or State laws.

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

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain labor or materials, conditions arising from governmental orders or regulations, war, national emergency, acts of God, pandemics, civil disturbances, delays resulting from severe weather events, and any other cause, similar or dissimilar, beyond the Company's reasonable control ("Force Majeure") provided, however, this Section 6.9 shall not apply to any payment(s) due by the Company to the County under this Fee Agreement.

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

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

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

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

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

Section 6.15 State Law Considerations. The authorization, execution, and delivery of this Fee Agreement, and any obligations of the County under this Fee Agreement, are subject to any law that may relate to the FILOT Payments or Infrastructure Credit, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

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

**OCONEE COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

ATTEST:

Signature: _____

Name: _____

Title: Clerk to County Council

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Approximately forty-nine (49) acres located on the east side of the Seneca Rail Park, being a portion of that certain 111.082-acre tract shown and described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, dated March 29, 2011, revised April 9, 2012, and recorded April 25, 2012, in Plat Book B403 at Pages 6 and 7, records of the Oconee County Register of Deeds, and presently constituting a portion of Oconee County Tax Map No. 520-36-10-017. The final acreage, location, configuration, and boundaries shall be established by the survey provided for in the Purchase and Sale Agreement between the County and the Company, and this Exhibit A shall be conformed to that survey.

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective [], 202[7] (***“Fee Agreement”***), between Oconee County, South Carolina (“County”), and MESSER LLC, a Delaware limited liability company or its permitted assigns (collectively, with any Sponsor Affiliate, ***“Sponsor”***).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the [Sponsor] [Affiliate] as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a [Sponsor] [Affiliate] by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a [Sponsor] [Affiliate] under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the [Sponsor] [Affiliate]. The [Sponsor] [Affiliate] represents and warrants to the County as follows:

1. The [Sponsor] [Affiliate] is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

2. The [Sponsor] [Affiliate]’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived, or cured, under any agreement or instrument to which the [Sponsor] [Affiliate] is now a party or by which it is bound.

3. The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the [Sponsor] [Affiliate] to join with the original Sponsor in the Project in the County.

4. Request of [Sponsor] [Affiliate]. The [Sponsor] [Affiliate] hereby requests and consents to its addition, as a “[sponsor] [affiliate]” to the Fee Agreement.

5. Request of Sponsor. The original Sponsor hereby requests and consents to the addition of [] as a “[sponsor] [affiliate]” to the Fee Agreement.

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

7. Notice. Notices under Section 6.1 of the Fee Agreement shall be sent to the [Sponsor] [Affiliate] at:

[_____]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

By: _____

Its: _____

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

**[NAME OF ADDITIONAL
SPONSOR/SPONSOR AFFILIATE]**

By: _____

Its: _____

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

EXHIBIT C
FORM OF ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

Reference is hereby made to the Fee Agreement, effective [], 202[7] (***“Fee Agreement”***), between Oconee County, South Carolina (“County”), and MESSER LLC, a Delaware limited liability company or its permitted assigns (collectively, with any Sponsor Affiliate, ***“Sponsor”***). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.1 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim an Infrastructure Credit (“Credit”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project, as follows: The Credit commences with the property tax year after the year in which the first Phase of the Project is placed in service and shall remain effective.

2. The Sponsor expended, in aggregate, \$_____ in Qualifying Infrastructure Costs in the Project.

3. The Sponsor is entitled to a Credit for this tax year, calculated as follows:

FILOT Payment x 50% (years 1 through 15) = \$_____

4. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment is: \$_____.

5. The Credit specified in this Certificate for the current property tax year, together with the amount of all Credits previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which a Credit is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

MESSER LLC,
a Delaware limited liability company
or its permitted assigns

Signature: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-32**

**AN ORDINANCE TO REQUIRE NOTIFICATION TO OCONEE
COUNTY EMERGENCY SERVICES OF ANY SEWAGE LEAK IN
THE COUNTY THAT IS FIVE THOUSAND GALLONS OR
GREATER; AND OTHER RELATED MATTERS THERETO.**

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council (“County Council”), has the authority pursuant to S.C. Code § 4-9-25 and § 4-9-30, as amended, to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including regulations relating to health, safety, general welfare, sewage collection and treatment, and matters necessary and proper for the security, general welfare, and convenience of the County; and

WHEREAS, the discharge of untreated or partially treated domestic sewage may adversely affect the environment and public health; and

WHEREAS, S.C. Code § 48-1-95 establishes procedures for wastewater utilities concerning significant spills of untreated or partially treated domestic sewage, including requirements for notification to the South Carolina Department of Health and Environmental Control; and

WHEREAS, S.C. Code § 48-1-95 defines a “significant spill” as a net discharge from a wastewater utility of at least five thousand gallons of untreated or partially treated domestic sewage that could cause a serious adverse impact on the environment or public health; and

WHEREAS, Oconee County Council recognizes that sewage spills involving less than five thousand gallons may nevertheless present a potential threat to public health, public safety, waterways, property, or the environment; and

WHEREAS, Oconee County Council finds that prompt notification of sewage spills involving five thousand gallons or more will provide Oconee County Emergency Services with timely information concerning potential threats to public health and safety and will assist the County in coordinating an appropriate response when necessary; and

WHEREAS, Oconee County Council further finds that establishing a County notification requirement for sewage spills involving five thousand gallons or more is intended to supplement, and not replace, any notification, reporting, public notice, permitting, enforcement, or other requirements imposed by federal or state law; and

WHEREAS, Oconee County Council therefore desires to establish a Countywide notification requirement applicable to wastewater utilities operating within Oconee County.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Amendment to Chapter 34 of the Oconee County Code of Ordinances.

Chapter 34, “Utilities,” of the Oconee County Code of Ordinances is hereby amended by adding a new Article IV, entitled “**Sewage Spill Notification**,” to read as follows:

ARTICLE IV. SEWAGE SPILL NOTIFICATION

Notification Required

Any Wastewater Utility experiencing, discovering, or otherwise becoming aware of a Reportable Spill occurring within Oconee County shall provide notification to Oconee County Emergency Services **within twenty-four (24) hours after discovery of the Reportable Spill.**

State and Federal Requirements

The notification requirements established by this article are in addition to, and shall not be construed to replace, limit, or otherwise modify, any reporting, notification, public notice, permitting, enforcement, or other requirement imposed upon a Wastewater Utility by federal law, state law, regulation, permit, or order.

Nothing in this article shall be construed to alter the definition of a “significant spill” or any other term established by S.C. Code § 48-1-95.

No Conflict with State or Federal Law

Nothing contained herein shall be construed to authorize any action by Oconee County or any Wastewater Utility that is prohibited by federal or state law. In the event of a conflict between this Ordinance and applicable federal or state law, the federal or state law shall control to the extent of such conflict.

Severability

Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.

Repeal of Conflicting Provisions

All ordinances, resolutions, or portions thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Effective Date

This Ordinance shall become effective upon third and final reading and approval by the Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading:	September 15, 2026
Second Reading:	October 06, 2026
Third Reading:	November 17, 2026
Public Hearing:	November 17, 2026

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 6, 2026
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve Ordinance 2026-33 amending a 2022 incentive agreement between CurTec USA LLC and Oconee County for an expansion of the company's manufacturing operation in Oconee County.

BACKGROUND DESCRIPTION:

CurTec is a Netherlands based manufacturer of sustainable, high performance packaging products including plastic drums, pails and jars for pharmaceutical, specialty chemicals and food ingredient companies. In March 2022, the company announced it would open their first U.S. manufacturing operation with the construction of a 36,000 SF facility at the Oconee Industry and Technology Park in Westminster. The project was anticipated to have a capital investment of \$13 million and create 32 new jobs. CurTec USA and Oconee County entered into a 20-year FILOT/SSRC agreement with an assessment rate of 6%, a fixed millage of 227.8 mills with a 5-year investment period. The agreement included a 5-year SSRC at 30% annually.

CurTec's U.S. operation has done very well and the company and the company will meet its employment and investment projection at the end of this year. CurTec is seeking to expand its Oconee operations and would like to construct a 35,000 square foot building addition that will allow for additional manufacturing operations. The expansion is expected to have a capital investment of over \$10 million and create 10 new jobs, bringing total investment at the facility to over \$23 million and employment to 42 associates.

The OEA has been working with CurTec since April on the expansion and is recommending amending the existing fee agreement to facilitate the project. The amendments are as follows:

- Extend the FILOT's investment period from 5 to 10 years.
- Extend the SSRC from 5 to 10 years and increase the credit to 50% for years 4-10.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- CurTec is a strong and growing company that is committed to investing in their Oconee County operation.
- The company will have met at the end of 2026 all their investment and job projections announced in 2022.
- Oconee County encourages and supports the expansion of existing industry.

FINANCIAL IMPACT [Brief Statement]:

- Over fifteen years, CurTec's total investment is expected to generate an estimated \$2,128,000 (\$1,596,000 to Oconee County) in property taxes.
- The FILOT and SSRCs are estimated to provide CurTec with a property tax savings of \$630,669 over 15 years or a tax savings of 23%.

___ Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

It is the staff's recommendation that Council approve Ordinance 2026-33 to amend CurTec USA's 2022 FILOT/SSRC.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Stewart Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-33**

AUTHORIZING THE EXECUTION AND DELIVERY OF AN
AMENDMENT TO FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND
AMONG OCONEE COUNTY, CURTEC USA LLC, AND CURTEC
(U.S.A.), INC.; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“**County**”), acting by and through its County Council (“**County Council**”) entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement effective as of March 15, 2022 with CurTec USA LLC, a South Carolina limited liability company (“**Sponsor**”), and CurTec (U.S.A.), Inc., a Delaware corporation (“**Sponsor Affiliate**”) (the Sponsor and the Sponsor Affiliate, together identified in this Ordinance as “**Project Paint**”), pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“**FILOT Act**”), that provides for the payment of a fee-in-lieu of *ad valorem* tax (“**FILOT Payments**”), with respect to economic development property, as defined in the FILOT Act (“**FILOT Agreement**”);

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits (“**Special Source Revenue Credits**”) against the FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility;

WHEREAS, in connection with the FILOT Agreement and the Special Source Revenue Credits, the Sponsor and Sponsor Affiliate committed to establish a manufacturing facility in the County consisting of taxable investment in real and personal property of not less than \$10,160,000 and the creation of 32 new, full-time jobs (“**Project**”), all within the Investment Period provided in the FILOT Agreement;

WHEREAS, Sponsor has proposed to make additional investments in the County in taxable real and personal property at its existing facility located at 365 Oconee Business Parkway, Westminster, SC 29693 (parcel ID 221-00-01-117), in order to expand the warehouse and add additional machinery, equipment, and tools to its facility (collectively, “**Expansion**”);

WHEREAS, the Expansion is expected to result in total capital investment by the Sponsor and the Sponsor Affiliate at the Project of at least \$23,000,000 by December 31, 2033, and is expected to further result in the creation of additional new jobs so that total employment at the Project will be at least forty-two (42) by December 31, 2033;

WHEREAS, the Sponsor has applied to the County, before the end of the Investment Period, for an extension of time to complete the Project pursuant to Section 12-44-30(13) of the Code of Laws of South Carolina, 1976, as amended, and County Council has determined to grant that extension as provided in the FILOT Amendment; and

WHEREAS, due to Sponsor’s proposed additional investment in taxable real and personal property in Oconee County, the County now desires to: (i) amend the FILOT Agreement to extend the Investment Period and Special Source Revenue Credit period from five (5) years to ten (10) years, and modify the Special Source Revenue Credits to thirty percent (30%) for years 1 through

3 and fifty percent (50%) for years 4 through 10, and (ii) declare that Oconee County Ordinance 2026-01 Budget Proviso Section 12 applies, to the extent provided therein, to multicounty park revenues generated by or attributable to the FILOT Amendment;

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Expansion based on relevant criteria including the purposes the Expansion is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

- (a) The Expansion is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (b) The Expansion gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;
- (c) The purposes to be accomplished by the Expansion are proper governmental and public purposes;
- (d) The benefits of the Expansion to the public are greater than the costs.

Section 2. *Approval of Incentives and Amendment to FILOT Agreement.* The incentives as described in this Ordinance (“**Ordinance**”), and as more particularly set forth in the Amendment to FILOT Agreement, the substantially final form of which is attached hereto as Exhibit A (“**FILOT Amendment**”), with respect to the Expansion, including the extension of the Investment Period and Special Source Revenue Credit period, and modification of the Special Source Revenue Credits, are hereby approved.

Section 3. *Application of Oconee County Ordinance 2026-01 Budget Proviso Section 12.* The following provision constituting Section 12 of the Oconee County Budget Proviso for Fiscal Year 2026-2027, Ordinance No. 2026-01, is hereby declared to be applicable, to the extent provided therein, to multicounty park revenues generated by or attributable to the FILOT Amendment:

“For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2026, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millage shall be divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 50%; Oconee County Economic Development Capital Projects Fund – 25%; School District of Oconee County - 24%; (2) all other taxing entities levying millage at the site in question - 1% each; (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused

revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.”

Section 4. *Approval of Execution and Delivery of FILOT Amendment.* The form, terms and provisions of the FILOT Amendment that are before this meeting are approved and all of the FILOT Amendment’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“***Chair***”) is authorized and directed to execute the FILOT Amendment in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the FILOT Amendment and to deliver the FILOT Amendment to the Sponsor and Sponsor Affiliate.

Section 5. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the FILOT Amendment.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chair, Oconee County Council

(SEAL)

ATTEST:

Jennifer C. Adams
Clerk of Council, Oconee County Council

First Reading:	September 15, 2026
Second Reading:	October 6, 2026
Public Hearing:	November 17, 2026
Third Reading:	November 17, 2026

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF PILOT AMENDMENT

AMENDMENT
TO
FEE-IN-LIEU OF *AD VALOREM* TAXES
AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS AMENDMENT TO FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Amendment*”) is made and entered into as of the [] day of [], 2026, by and among **OCONEE COUNTY, SOUTH CAROLINA (“*County*”)**, a body politic and corporate and political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, **CURTEC USA LLC**, a South Carolina limited liability company (“*Sponsor*”), and **CURTEC (U.S.A.), INC.**, a Delaware corporation (“*Sponsor Affiliate*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

W I T N E S S E T H:

WHEREAS, the County, the Sponsor, and the Sponsor Affiliate entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement effective as of March 15, 2022 (“*FILOT Agreement*”), wherein, in relevant part, the County agreed to provide certain incentives to the Sponsor and Sponsor Affiliate with respect to certain Economic Development Property located in Oconee County, South Carolina; and

WHEREAS, the FILOT Agreement was authorized by Oconee County Ordinance 2022-08; and

WHEREAS, under the FILOT Agreement, the Sponsor and Sponsor Affiliate agreed to undertake a project involving investment in taxable real and personal property and the creation of new jobs in the County in exchange for a fee in lieu of tax arrangement and a Special Source Revenue Credit, all as more particularly described in the FILOT Agreement; and

WHEREAS, the Sponsor and Sponsor Affiliate now propose to undertake an expansion of the Project at its existing facility located at 365 Oconee Business Parkway, Westminster, SC 29693 (parcel ID 221-00-01-117), in order to expand the warehouse and add additional machinery, equipment, and tools to its facility expected to result in a total capital investment in the County by the Company of at least \$23,000,000 by December 31, 2033, and the creation of additional new jobs in the County so that the total employment by the Company in the County is at least 42 jobs by December 31, 2033 (collectively, “*Expansion*”); and

WHEREAS, the County and the Sponsor and Sponsor Affiliate desire to amend the FILOT Agreement to extend the Investment Period to ten (10) years and the Special Source Revenue Credit period from five (5) years to ten (10) years, and increase the Special Source Revenue Credits; and

WHEREAS, the Sponsor has applied to the County, before the end of the Investment Period, for an extension of time to complete the Project pursuant to Section 12-44-30(13) of the Code, and the County has determined to grant that extension as provided in this Amendment; and

WHEREAS, the County has authorized the execution and delivery of this Amendment by Ordinance []-[], enacted [] [], 2026.

NOW, THEREFORE, the County, the Sponsor, and the Sponsor Affiliate hereby agree as follows:

1. Amendment to Definition of Investment Period.

The definition of “Investment Period” set forth in Section 1.2 of the FILOT Agreement is hereby amended and restated in its entirety as follows:

“Investment Period” shall mean the period commencing on the Commencement Date and ending on the last day of the tenth (10th) property tax year following the Commencement Date.

2. Amendment to Definitions of Investment Commitment and Job Commitment.

The definitions of “Investment Commitment” and “Job Commitment” set forth in Section 1.2 of the FILOT Agreement are hereby amended and restated in their entirety as follows:

“Investment Commitment” shall mean the total investment by the Sponsor and the Sponsor Affiliate in taxable real and personal property at the Project of at least \$23,000,000 by the last day of the 10th property tax year following the property tax year in which Economic Development Property is first placed in service, which the parties agree is December 31, 2033.”

“Job Commitment” shall mean total employment at the Project of not less than 42 full-time jobs by the last day of the 10th property tax year following the Commencement Date, which the parties agree is December 31, 2033. This Job Commitment supersedes and replaces the commitment to create 32 new, full-time jobs set forth in the FILOT Agreement before this Amendment.”

3. Amendment to Section 4.1.

Section 4.1 of the FILOT Agreement is hereby amended by replacing the sentence stating that “The Sponsor shall be entitled to an Investment Period of 5 years under this Fee Agreement as provided in the Act” with the following:

“The Sponsor shall be entitled to an Investment Period of ten (10) years under this Fee Agreement as provided in the Act which the parties agree ends on December 31, 2033.”

4. Amendment to Section 4.2.

Section 4.2 of the FILOT Agreement is hereby amended by replacing the sentence “The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 30% SSRC for 5 years” with the following:

“The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective for ten (10) years. The SSRC shall equal thirty percent (30%) of the FILOT Payment for Years 1 through 3 (2024, 2025, and 2026), and fifty percent (50%) of the FILOT Payment for Years 4 through 10 (2027 through 2033).”

5. Amendment to Section 4.3.

Section 4.3 of the FILOT Agreement is hereby amended and restated in its entirety as follows:

“If the Sponsor does not meet 90% of the Investment Commitment by the end of the Investment Period, then the Sponsor shall repay a pro rata amount of any SSRCs claimed to the County and the percentage of the SSRC shall be reduced by the percentage equal to the amount of the repayment calculation. The pro rata repayment amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / (90\% \times \text{Investment Commitment}))) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$200,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the Investment Period, but instead only makes an investment of \$15,000,000 by the end of the Investment Period, then the Sponsor would be required to repay to the County approximately \$55,080, calculated as follows:

$$(1 - (15,000,000/20,700,000)) = 0.2754$$

$$\$200,000 * 0.2754 = \$55,080$$

Any payment made under this Section 4.3, shall be due no more than 15 days after the date after which *ad*

valorem taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act. There shall be no pro rata repayment or reduction of the SSRC percentage for any shortfall in the Job Commitment.”

6. Application of Oconee County Ordinance 2026-01 Budget Proviso Section 12.

The FILOT Agreement is hereby amended to add the following new section:

“Section 5.16. Application of Budget Proviso. The County has declared that Oconee County Ordinance 2026-01 Budget Proviso Section 12 (“Proviso”) shall apply, to the extent provided in the Proviso and in the ordinance approving this Amendment, to multi-county industrial or business park revenues generated by or attributable to this Amendment. The County agrees that neither the Sponsor nor any Sponsor Affiliate shall have any responsibility for the interpretation or implementation of or ensuring compliance with the Proviso.”

7. Amendment to Exhibit C.

Exhibit C to the FILOT Agreement is hereby amended and restated in its entirety in the form attached to this Amendment as Attachment 1.

8. Continuing Effect.

Except as modified by this Amendment, the FILOT Agreement remains in full force and effect.

9. Governing Law.

This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

10. County Authorization.

The County represents that it has approved this Amendment by the enactment of Ordinance No. []-[] of Oconee County Council and in accordance with the procedural requirements of County Council and applicable law.

11. Sponsor and Sponsor Affiliate Authorization.

The Sponsor and Sponsor Affiliate each represent that the execution, delivery, and performance of this Amendment have been duly authorized and approved by all requisite action on the part of the Sponsor and Sponsor Affiliate, respectively.

12. Counterparts; Electronic Signatures.

This Amendment may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as manual signatures.

13. Effective Date.

This Amendment is effective as of the date first written above.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]

[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

[SIGNATURE PAGE TO AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT]

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chair, Oconee County Council

(SEAL)

ATTEST:

Jennifer C. Adams
Clerk of Council, Oconee County Council

CURTEC USA LLC

By: _____

Name: _____

Title: _____

CURTEC (U.S.A.), INC.

By: _____

Name: _____

Title: _____

ATTACHMENT 1
EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement, effective March 15, 2022, as amended by the Amendment to Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement dated [] [], 2026 (as so amended, collectively, "Fee Agreement"), among Oconee County, South Carolina ("County"), CurTec USA LLC, a South Carolina limited liability company ("Sponsor"), and CurTec (U.S.A.), Inc., a Delaware corporation ("Sponsor Affiliate"). Each capitalized term used in this Certificate, but not defined in this Certificate, has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit ("SSRC") against each FILOT Payment, on or before the date after which ad valorem taxes become delinquent in which a FILOT Payment is due with respect to the Project, in an amount equal to thirty percent (30%) of the FILOT Payment for Years 1 through 3 (property tax years 2024, 2025, and 2026) and fifty percent (50%) of the FILOT Payment for Years 4 through 10 (property tax years 2027 through 2033).

2. The invoice for the annual FILOT Payment for tax year 20____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January ____, 20____, to be: \$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment \$ _____ x _____ % (30% for Years 1 through 3; 50% for Years 4 through 10) = \$ _____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ _____

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

7. The Sponsor acknowledges that, under Section 4.3 of the Fee Agreement, if the Sponsor does not meet 90% of the Investment Commitment by the end of the Investment Period, the Sponsor shall repay a pro rata amount of the SSRCs claimed, calculated as provided in that Section.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

CURTEC USA LLC

Signature: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-34

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THAT CERTAIN AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PICKENS COUNTY, SOUTH CAROLINA, TO PROVIDE FOR THE EXPANSION OF THE BOUNDARIES OF SUCH MULTI-COUNTY INDUSTRIAL/BUSINESS PARK CREATED THEREBY TO INCLUDE CERTAIN ADDITIONAL PROPERTY LOCATED IN PICKENS COUNTY, AND OTHER MATTERS RELATED THERETO.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County (the “*County Council*”), the governing body of Oconee County, South Carolina (the “*County*”) in a meeting duly assembled as follows:

Section 1 Findings of Fact. The County Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) Oconee County, South Carolina (“*Oconee County*”) and Pickens County, South Carolina (“*Pickens County*”) and together with Oconee County, the “*Counties*”) are authorized under Article VIII, Section 13 of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties.

(b) In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Pickens County and Oconee County entered into that certain Agreement for the Development of a Joint-County Industrial and Business Park, dated as of September 11, 2017 (as subsequently amended, the “*Park Agreement*”), for the purpose of developing a multi-county industrial/business park (the “*Park*”) in accordance with the provisions of the Act.

(c) Tyson Steel Building Products, Inc. (the “*Company*”), proposes to acquire, lease, construct, purchase, or install, or cause the acquisition, leasing, construction, purchasing, or installation of, certain new and/or existing real property, real property improvements and machinery, equipment, and other personal property in order to establish a manufacturing facility within Pickens County (the “*Project*”), and has requested that Pickens County include the Project within the Park in order to afford the Company certain enhanced income tax credits.

(d) The Counties desire to amend the Park Agreement to include the Project within the boundaries of the Park by entering into that certain Fifth Amendment to Park Agreement, the form of which is attached to this Resolution at **Exhibit A** (the “*Fifth Amendment to Park Agreement*”). Pursuant to Section 2 of the Agreement, the boundaries of the Park may be expanded from time to time through appropriate action of the respective councils of the Counties authorizing the

amendment of the Park Agreement to incorporate the revised legal description of the boundaries of the Park.

Section 2 Amendment of Park Agreement. The County Council hereby authorizes the amendment of the Park Agreement to include the site of the Project. The form, provisions, terms, and conditions of the Fifth Amendment to Park Agreement, as attached as **Exhibit A** hereto, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Fifth Amendment to Park Agreement was set out in this Ordinance in its entirety. The Chairman of County Council (the “**Chairman**”) is hereby authorized, empowered, and directed to execute the Fifth Amendment to Park Agreement in the name and on behalf of the County; the Clerk to County Council is hereby authorized, empowered and directed to attest the same; and the Chairman is further authorized, empowered, and directed to deliver the Fifth Amendment to Park Agreement to Pickens County. The Fifth Amendment to Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fifth Amendment to Park Agreement attached as an exhibit hereto.

Section 3 Severability. The provisions of this Resolution are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

DONE AND ENACTED this _____ day of _____ 2026.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Matthew Durham, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Jennifer Adams, Clerk to County Council
Oconee County, South Carolina

First Reading: October 06, 2026
Second Reading: November 17, 2026
Public Hearing: December 01, 2026
Third Reading: December 01, 2026

EXHIBIT A
FIFTH AMENDMENT TO PARK AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) FIFTH AMENDMENT TO AGREEMENT FOR
COUNTY OF OCONEE) THE DEVELOPMENT OF A JOINT-COUNTY
INDUSTRIAL AND BUSINESS PARK

This FIFTH AMENDMENT (this “*Amendment*”) to an Agreement for the Development of a Joint-County Industrial and Business Park (the “*Agreement*”) located by and between Pickens County, South Carolina (“*Pickens County*”) and Oconee County, South Carolina (“*Oconee County*”) and together with Pickens County, the “*Counties*”), dated September 11, 2017, is entered into this ___th day of _____ 2026 (the “*Effective Date*”), by and between the Counties as parties hereto, both political subdivisions of the State of South Carolina.

WHEREAS, the Counties are authorized under Article VIII, Section 13 of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties; and

WHEREAS, in accordance with the Act and pursuant to Ordinance No. 544 of Pickens County, dated September 11, 2017, and Ordinance No. 2017-19 of Oconee County, dated September 5, 2017, the Counties entered into the Agreement providing for the establishment of a multi-county industrial business park (the “*Park*”); and

WHEREAS, pursuant to Section 2 of the Agreement, the boundaries of the Park may be expanded from time to time as authorized by the respective councils of the Counties authorizing the amendment of the Agreement to incorporate the revised legal description of the boundaries of the Park; and

WHEREAS, the county councils of each of the Counties have enacted ordinances authorizing the execution and delivery of this Amendment in order to expand the boundaries of the Park premises within Pickens County.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follow:

1. **Binding Agreement.** The Agreement, inclusive of this Amendment, serves as a written instrument of the entire agreement between the Counties with respect to the creation, operating, and sharing of expenses of the Park and shall be binding on Pickens County and Oconee County, their successors and assigns.

2. **Amendment to the Agreement.** In accordance with Section 2(B) of the Agreement, and pursuant to Ordinance No. 2026-__ of Pickens County and Ordinance No. 2026-

___ of Oconee County, authorizing the execution and delivery of this Amendment, the Agreement is hereby amended so as to replace the original **Exhibit A** of the Agreement with a revised **Exhibit A** (attached hereto as **Revised Exhibit A**) listing the parcels of real property that describe the boundaries of the Park premises in Pickens County as expanded hereby. The boundaries of the Park are hereby enlarged to the full extent of the real properties described in **Revised Exhibit A** and **Revised Exhibit A** shall amend, replace and supersede the original **Exhibit A** to the Agreement. Any and all terms and conditions of the Agreement not expressly amended pursuant to this Amendment shall remain in full force and effect and are hereby ratified in full by the Counties.

3. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or party of a provision of this Amendment or the Agreement.

4. **Termination.** Notwithstanding any provision of this Amendment to the contrary, Pickens County and Oconee County affirm that the Agreement, as amended hereby, shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding contractual commitments, covenants, or agreements to any owner or lessee or Park property, including but not limited to, the Projects, as any agreement containing such commitments or covenants may be amended, modified, or supplemented from time to time, or such owner or lessee has outstanding other incentives requiring inclusion of property of such owner or lessee within the boundaries of a multi-county industrial or business park created pursuant to the Act, unless the county in which the Park property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another multi-county industrial or business park created pursuant to the Act, which including is effective as of the termination of the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Alex Saitta, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Jessica Varney, Clerk to County Council
Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman of County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

By: _____
Jennifer Adams, Clerk to County Council
Oconee County, South Carolina

REVISED EXHIBIT A (PICKENS)

1. Parcels of real property described as having the following tax parcel numbers and related descriptions:

4087-12-97-7380

4191-07-59-4546

4191-07-69-6036

4191-16-83-0894

2. A portion of TMS # 4097-00-74-0384, identified as Tract B on a plat recorded at the office of the Pickens County Register of Deeds at Bkp: 609, Pg: 64
3. A portion of TMS # 5027-07-57-8658, shown as a separate tract of 8.03 acres on a plat recorded at the office of the Pickens Count Register of Deeds at Bkp: 610, Pg: 184.
4. 4065-13-14-8286 and a portion of 4056-09-15-5545, more particularly described as follows:

All that certain piece, parcel, tract or lot of land lying, being and situate in Pickens County, South Carolina, known as the Mill Parcel, having a property address of 356 Mauldin Road, containing 18.379 acres (800,606 square feet), as shown on plat entitled "Recombination Survey for American House Spinning House Inc. and Central Development Associates LLC" prepared by Site Design, Inc. dated July 6, 2021 and recorded on January 10, 2022, in Plat Book 614 at Page 251 in the records of the Register of Deeds for Pickens County, South Carolina and having such courses and distances, metes and bounds as shown on said plat, which plat is incorporated herein by reference (the "Recombination Survey").

TOGETHER WITH an easement to use and connect to any utilities including utility lines and pipes and stormwater detention facilities located on that certain piece, parcel, tract or lot of land lying, being and situate in Pickens County, South Carolina, known as the Remainder Parcel, containing 69.562 acres (3,030,108 square feet), as shown on the Recombination Survey and having such courses and distances, metes and bounds as shown on the Recombination Survey and an easement for ingress, egress and regress across, over and under the Remainder Parcel for access to such utilities to and from the Mill Parcel.

Derivation: This being a portion of the property conveyed unto American House Spinning Inc., by deed form Pratt-Read Corporation dated November 11, 1986, recorded in the office of the Register of Deeds for Pickens County, South Carolina in Deed Book 14-A, Page 199, and by deed form Pratt-Read Corporation dated November 11, 1986, recorded in the office of the Register of Deeds for Pickens County, South Carolina in Deed Book 14-A, Page 200 and also being a portion of the property conveyed unto Grantor by quitclaim deed from American House Spinning, Inc., a Georgia corporation originally formed by the filing of Articles of Incorporation with the Georgia Secretary of State on August 29, 1986,

recorded in in the office of the Register of Deeds for Pickens County, South Carolina on January 18, 2022 in Deed Book 2364 at Page 11.

Tax Map Parcel #s: 4065-13-14-8286 and 4056-09-15-5545 (portion of).

5. Tax Map Parcel # 5008-00-40-0132, more particularly described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Pickens, being shown and designated as Tract "C" containing 10.000 acres, according to plat prepared by Robert R. Spearman, Surveyor, dated 11/2/1994 and recorded in Plat Book 67, at Page 89-A, in the ROD Office for Pickens County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

This being the same property conveyed to Circle C Investments, LLC by Deed of Angel Demarski AKA Angel Demarksi and Marilyn Bielmyer, Todd King and Lambco, Inc., signed November 22, 2024 and recorded December 3, 2024 in the Office of the Pickens County Register of Deeds in Book 2750 at Page 261.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2026-14

AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AGREEMENT WITH PROJECT FOX WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT FOX WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 ("FILOT Act"), and Title 4, Chapter 1 ("Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended ("Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the FILOT Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects, through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes ("FILOT") with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers, the industrial development of the State of South Carolina ("State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, Project Fox ("Company") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (collectively, "Project"), which will result in expected investment by the Company in the Project of approximately \$74,455,698 in non-exempt investment and the expected creation of approximately 25 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service;

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and infrastructure credit incentives with respect to the Project;

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act;

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 (collectively, "Multi-County Park Authority"), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a "Park") established by the County pursuant to qualifying agreement with an adjoining South Carolina county ("Park Agreement");

WHEREAS, the County has considered South Carolina Revenue Ruling #26-4 (August 11, 2026), in which the South Carolina Department of Revenue concluded that a sponsor's failure to place economic development property in service on or before the last day of the property tax year that is three years after a fee agreement is entered into does not result in automatic termination of the fee agreement, and that such date instead becomes the commencement date from which the investment period runs; the County Council intends that the Fee Agreement authorized by this Resolution contain terms addressing the timing of investment, as that ruling expressly contemplates;

WHEREAS, as a further inducement for the Company to locate in the County, the County may determine to sell to the Company certain real property owned by the County comprising the site of the Project, upon terms to be set forth in a purchase and sale agreement to be authorized by subsequent ordinance; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that 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; that 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; that 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; that the inducement of the location of the Project within the County and State is of paramount importance; that the benefits of the Project will be greater than the costs; the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth;

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act, there is hereby authorized to be executed a fee in lieu of tax agreement ("FILOT Agreement") between the Company and the County. The FILOT Agreement shall provide an assessment ratio of six percent for Project property and a 30 year term as allowed under the FILOT Act. The millage rate for Project property for FILOT purposes shall be fixed for the entire term of the FILOT Agreement at the cumulative property tax millage rate levied by or on behalf of all taxing entities within which the Project is located as of June 30, [2026], which millage rate is [] mills.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site of the Project to be located in a Park. Pursuant to Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for a 50% special source credit against payments in lieu of taxes for each of the first 15 years in which fees are paid under the FILOT Agreement. Such credit shall be calculated and applied after payment of the amount due the non-host county under the Park Agreement; shall in no event exceed, in the aggregate, the amount actually expended by the Company with respect to qualified Infrastructure at any point in time; shall be deemed to be applied first to real property and infrastructure improvements before being applied to any personal property.

(c) In light of South Carolina Revenue Ruling #26-4, and as that ruling expressly contemplates, the FILOT Agreement shall fix the commencement date by contract and shall further provide:

(i) an outside commencement date of December 31, [2029] ("Outside Commencement Date"), on or before which the Company shall place economic development property in service at the Project; that the Outside Commencement Date may be extended only by written instrument of the County approved by County Council; that, if no portion of the Project has been placed in service on or

before the Outside Commencement Date and the County has not so extended it, the FILOT Agreement shall become null and void ab initio, without any further action by the County;

(ii) that, in lieu of the nullity described in subsection (i), the County may elect by written notice to the Company to treat the failure to place economic development property in service on or before the Outside Commencement Date as an event of default, uncured within 30 days after written notice from the County, entitling the County to terminate the FILOT Agreement and to pursue the remedies provided in it;

(iii) that the investment period shall end five years after the commencement date, and that any extension of the investment period under Section 12-44-30(13) of the FILOT Act shall require the prior written agreement of the County approved by County Council, the Company having no right to extend the investment period unilaterally or by application to the Department of Revenue;

(iv) that no special source credit shall be claimed with respect to any property tax year beginning before the first property tax year in which economic development property is placed in service at the Project;

(v) such provision for adjustment or reset of the millage rate, or for a minimum annual payment accruing from execution, as the County Council may direct, in the event economic development property is not placed in service at the Project on or before the Outside Commencement Date.

(d) The FILOT Agreement shall provide that, in the event the Company fails to achieve the minimum levels of investment and job creation to be set forth in the FILOT Agreement by the end of the investment period, the special source credits shall be reduced, both retroactively and prospectively, in proportion to the shortfall, weighted 80% to investment and 20% to job creation, with any resulting repayment obligation bearing interest as provided by law.

(e) The County may convey the site of the Project to the Company upon terms to be set forth in a purchase and sale agreement authorized by subsequent ordinance. Any such conveyance shall be conditioned upon the Company's covenant to commence and complete construction of the improvements comprising the Project on or before a date certain to be set forth in the purchase and sale agreement, and shall reserve to the County a right to repurchase the site, at the price paid by the Company, in the event that covenant is not satisfied, all as set forth in the purchase and sale agreement. Such covenant and repurchase right shall survive the closing of the conveyance and shall be set forth in the deed or in a separate instrument recorded with it.

Section 2. The provisions, terms, and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. Nothing in this Resolution shall be construed as obligating the County to execute the FILOT Agreement or any related document, or to provide any incentive described herein, unless and until the County Council has authorized the same by ordinance and the definitive documents have been executed and delivered by all parties.

Section 4. No grant, forgivable loan, infrastructure reimbursement payable other than as a credit against fees in lieu of taxes, or other cash incentive is authorized by this Resolution, and none shall be provided to the Company with respect to the Project except pursuant to a separate action of the County Council.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. The authorization of the execution and delivery of the documents related to the FILOT

Agreement, and all other related documents or obligations of the County, is subject to compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 7. It is the intention of the County Council that this Resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act, and that the date of adoption of this Resolution shall be the date on which the County has identified or taken action reflecting the Project for purposes of Section 12-44-40 of the FILOT Act.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

DONE in meeting duly assembled this ____ day of _____, 2026.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Matthew Durham
Chairman of County Council

ATTEST:

By: _____
Jennifer C. Adams
Clerk to County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: October 6, 2026
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Presentation of revised millage recommendation for Fiscal Year 2027, Tax Year 2026

BACKGROUND DESCRIPTION:

Presentation of revised millage recommendations for Council approval for:

- 1) Oconee County operational and bond payments
- 2) SDOC operational and bond payments
- 3) Keowee Fire District
- 4) Corinth Shiloh District

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

☐ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

Presentation will be provided to Council Clerk.

STAFF RECOMMENDATION [Brief Statement]:

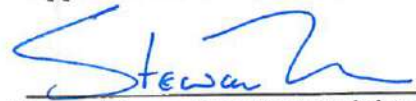
Revised millage recommendations will be presented to council for tax year 2026 notices.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Stewart Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2026

ITEM TITLE:

**Title: CO-1 PO 55889 – Thomas & Hutton
Engineering Services for Exit 4 –
Master Sanitary Sewer Pump Station,
Force Main and Limited Gravity Sewer**

Department(s): Administration / Economic Development

**Amount: PO 55889: \$123,845.00
Change Order No. 1: \$134,705.00
Purchase Order Total: \$258,550.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: \$258,550 Project Cost: \$258,550 Balance: \$0.00

(Funding from General Obligation Bond 012-707-30025-00921)

Finance Approval: _____

BACKGROUND DESCRIPTION:

At its February 6, 2024 meeting, County Council approved Engineering Services for the Exit 4 – Master Sanitary Sewer Pump Station, Force Main, and Limited Gravity Sewer project. Thomas & Hutton was selected to provide services including General Consulting, Field Investigation, Design, Permitting, Construction Administration and Observation, and Project Closeout. Purchase Order No. 55889 was issued on February 7, 2024.

The project generally includes the installation of a 360-gpm suction-lift sanitary sewer pump station, approximately 4,700 linear feet of 6-inch force main, and approximately 2,000 linear feet of 10-inch gravity sewer main. Related work includes, but is not limited to, clearing and grubbing, grading, traffic control, pavement restoration, and other associated work as shown on the Construction Plans.

Thomas & Hutton's original engineering scope, established in 2024, included construction phase services based on an anticipated six-month construction period and approximately 10 hours per week of construction observation. These estimates were developed using the preliminary design alignments available at that time, which primarily followed secondary roads with minimal pavement impacts and regulatory coordination.

The final design now includes a gravity sewer alignment within SC Highway 243, requiring additional SCDOT coordination and more complex construction sequencing. The construction period is now estimated at 370 days to accommodate pavement restoration, regulatory coordination, construction sequencing, and potential equipment lead times.

Due to the extended construction schedule and increased project complexity, Thomas & Hutton has submitted an updated Construction Phase Services scope to provide the additional observation and contract administration required. The revised scope is based on approximately 20 hours per week of construction observation during the 370-day construction period and continues to use Thomas & Hutton's 2021 rate schedule established at the beginning of the project. The updated scope also includes construction administration services such as shop drawing reviews, pay application reviews, progress meetings, and general project correspondence. During the bidding phase, contractors expressed concerns regarding the allotted time for completion of the project. In response, the construction schedule was revised to allow 340 calendar days for Substantial Completion, with an additional 30 calendar days for Final Completion. The total construction period is now 370 calendar days, excluding any approved extensions for weather delays.

The extended construction duration increases the amount of construction administration and observation required from Thomas & Hutton beyond what was contemplated in the original engineering services scope and fee.

ATTACHMENT(S):

1. Thomas & Hutton Letter Agreement for Additional Services

STAFF RECOMMENDATION:

It is staff's recommendation that Council approve Change Order No. 1 to Purchase Order No. 55889 with Thomas & Hutton for additional engineering services for the Exit 4 – Master Sanitary Sewer Pump Station, Force Main, and Limited Gravity Sewer project in the amount of \$134,705.00, bringing the total engineering services cost for this project to \$258,550.00.

Submitted or Prepared By: _____
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____
Stewart O. Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



September 23, 2026

Stewart Jones
Oconee County Administrator
Oconee County
415 South Pine Street
Walhalla, SC 29691

Re: Exit 4 Pump Station & Sewer Improvements
Oconee County, South Carolina
30443.0001
Letter Agreement for Additional Services

Mr. Jones:

Thank you for requesting our engineering services for the pump station and sewer improvements project near Exit 4 in Oconee County, South Carolina.

Thomas & Hutton's engineering scope for this project established in 2024 included an estimate of construction phase fees based on a predicted 6-month construction window and 10 hours/week of observation. We developed these estimates using the preliminary design alignments available at the time which largely followed secondary roads with minimal pavement impact and regulatory requirements. Final design now includes a gravity alignment within SC 243 requiring SCDOT coordination and methodical construction sequencing, and the construction window is estimated at 370 days to accommodate pavement restoration, regulatory coordination, and unanticipated equipment lead times.

Pursuant to those changes, we request an updated Construction Phase scope to include additional observation and administration hours required for both the longer construction window and increased project complexity. The associated fee is calculated using 20 hours/week of observation for 370 days of construction – still using the Thomas & Hutton 2021 Rate Sheet established at project start – as well as all other previously included administration tasks such as shop drawing reviews, pay application reviews, progress meetings, and general correspondence. **Our fee to perform the described scope changes is \$193,325.00 Time & Expense, which is intended to replace the unbilled original task "Constr. Admin. / Observation" budget of \$58,620.00 Time & Expense.**

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until October 23, 2026, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This additional work is subject to the terms and conditions of the contract executed for this project dated January 30, 2024.

Stewart Jones
Oconee County
Letter Agreement for Additional Services
September 23, 2026
Page 2

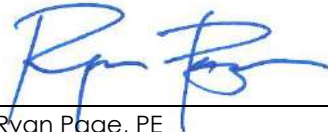
This proposal between Oconee County ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Engineer"), consisting of this Letter Agreement for Additional Services, the Consulting Services Rate Sheet, and Exhibit "A," represent the entire understanding between Client and Thomas & Hutton with respect to the scope change. This Agreement may only be modified if completed in writing and signed by both parties.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.

We appreciate this opportunity to be of service to you on this project. Should you have any questions or need further information, please do not hesitate to call on us.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By  _____
Ryan Page, PE
Regional Director

Enclosures: Exhibit "A" Additional Services of Consultant
Consulting Services Rate Sheet (2021)

Oconee County

ACCEPTED: _____, 2026

By _____

TITLE

CLIENT'S INITIALS

CONSULTANT'S INITIALS

EXHIBIT "A"

ADDITIONAL SERVICES OF CONSULTANT

Original scope is provided below for reference with hour estimates updated where marked.

E. Construction Services Phase (Based on Estimated ~~6 mos.~~ 370 days Construction)

Consultant will provide the following services for the Construction Phase:

1. Construction Administration and Observation (5hrs/wk Admin. & ~~10hr/wk~~ 20 hr/wk Obs.)

During construction, Consultant will provide the following services:

- Attend and administer project kick-off meeting.
- Coordinate / monitor construction schedule with contractor and keep County apprised of progress.
- Attend County, OJRSA and Contractor progress meetings as needed.
- Review Contractor pay application requests and verify quantities via field visits.
- Provide County with pay application findings and make payment recommendations.
- Obtain and maintain weather records that may cause construction delays.
- Review material data, shop drawings, and construction schedules provided by the contractor.
- Respond to RFIs from general contractor.
- Provide weekly construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations will not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of Client with specific scopes and fees.

Consultant provides construction services as defined above for the work designed by Consultant. Other construction work that may occur on site is the responsibility of other design professionals or Client and expressly not the responsibility of Consultant.

2. Record Drawings

Consultant will coordinate and review record drawings for compliance based on information supplied by Client's contractor. Client's contractor will provide a survey regarding any constructed facilities. The survey provided by the contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of Consultant. The information will be compiled in an AutoCAD format by the

CLIENT'S INITIALS

CONSULTANT'S INITIALS

contractor and submitted to Consultant. Consultant will review this information to corroborate that the information submitted meets the intended design. Consultant will not verify or certify that the information submitted by the contractor or contractor representative is correct. Consultant will submit this information to the reviewing agency. The record drawings will meet the requirements of OJRSA record drawing specifications at the time this Agreement is executed. In addition, the record drawings will include:

- Manhole structures, inverts, and frame elevations
- Pump Station and force main location information.
- The scope does not include the location or depth of any power, telephone, cable television, or natural gas lines.
- The record drawings will be compiled from field information collected during construction by the contractor. The data will be presented in a format for the reviewing agency's review.
 - Additional information required by the reviewing agency beyond what is reasonable and customary for record drawings, will be billed as additional services. Examples are as follows:
 - Geodetic coordinates for structures, fittings, or pipes
 - Profiles for sanitary sewer, water, or storm drainage
 - Roadway profiles
 - Testing locations for roadway on the plan view

3. **Project Close-out**

After construction, Consultant will provide the following services:

- Coordinate and witness pump station draw-down testing to be performed by Contractor.
- Coordinate and witness force main pressure testing to be performed by Contractor.
- Coordinate and witness gravity main low-pressure air and mandrel testing to be performed by Contractor.
- Submit Record Drawings and coordinate revisions as requested by OJRSA
- Request project acceptance by applicable agencies including necessary documents as required by OJRSA and SCDHEC

_____ CLIENT'S INITIALS

_____ CONSULTANT'S INITIALS

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **October 6, 2026**

ITEM TITLE:

Procurement: ITB 26-02 **Title:** Exit 4 Pump Station & Sewer Improvements **Department(s):** Economic Development

Amount: \$3,066,808.00

Contingency (10%): \$306,680.80

Total: \$3,373,488.80

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: \$ Project Cost: \$ Balance: **\$0.00** Finance Approval: _____

(Funding from BREC RDA Exit 4 (\$1,400,000) and 2023 GO Bond (\$1,973,488.80))

BACKGROUND DESCRIPTION:

This project consists of furnishing all materials, equipment, and labor necessary to construct a pump station and sewer improvements at Exit 4 on I-85.

The work generally includes the installation of a 360-gpm suction-lift sanitary sewer pump station, approximately 4,700 linear feet of 6-inch force main, and approximately 2,000 linear feet of 10-inch gravity sewer main. Related work includes, but is not limited to, clearing and grubbing, grading, traffic control, pavement restoration, and other associated work as shown on the Construction Plans.

On September 10, 2026, formal sealed bids were opened for ITB 26-02, Exit 4 Pump Station and Sewer Improvements. Forty-four (44) companies were originally notified of the bid opportunity, and five (5) companies submitted bids. Greenstone Construction, LLC of Seneca, South Carolina, submitted the apparent low bid in the amount of \$3,058,258.00.

The Bid Form submitted by Greenstone Construction, LLC was completed but contained a mathematical error for Bid Item 3. The Bid Form listed the Item 3 Unit Price of \$17,100.00 as the Extended Price as well. In accordance with Specification Section 00110, Article 16.2, the Unit Price was maintained and the Extended Price was corrected to \$25,650.00. The corresponding Subtotal and Grand Total were adjusted by \$8,550.00, resulting in a corrected bid amount of \$3,066,808.00.

Staff is requesting an owner's contingency of ten percent (10%), or \$306,680.80, to address unforeseen conditions or additional work that may arise during construction. This would establish a total project authorization of \$3,373,488.80, inclusive of the contingency.

The project has received SCDES Wastewater Construction, SCDES Land Disturbance, and SCDOT Encroachment permit approvals. The design standards were closely coordinated with OJRSA to facilitate OJRSA's agreement to provide the necessary wastewater treatment capacity.

ATTACHMENT(S):

1. Thomas & Hutton Recommendation Letter and Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the Award of ITB 26-02, Exit 4 Pump Station and Sewer Improvements to Greenstone Construction, LLC of Seneca, SC, in the amount of \$3,066,808.00;
2. Approve a 10% Owner's Contingency in the amount of \$306,680.80;
3. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared by: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director Stewart O. Jones, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



September 18, 2026

Ms. Tronda Popham, CPPB
Procurement Director
Oconee County
415 South Pine Street
Walhalla, SC 29691

Re: Bid of September 10, 2026 at 2:00pm
Exit 4 Pump Station Sewer Improvements
Recommendation for Award
Oconee Bid No. 26-02
J-30443.0001

Dear Ms. Popham:

Five (5) bids were received for the above-referenced project on September 10, 2026. An abstract of the bids is attached.

We offer the following comments on the bids received:

1. All bidders acknowledged receipt of the two (2) addenda issued.
2. The apparent low bidder is Greenstone Construction LLC.
3. The Bid Form provided by Greenstone Construction LLC as part of their bid package was completed but contained a math error for Bid Item 3. The Bid Form showed the Item 3 Unit Price of \$17,100.00 as the Extended Price, also. Per Specification Section 00110 Article 16.2 the Unit Price was maintained and Extended Price resolved to \$25,650.00. The corresponding Subtotal and Grand Total were updated.

Based on our review, we believe the lowest responsive bidder is Greenstone Construction LLC. We recommend the contract for the project be awarded to Greenstone Construction LLC in the amount of \$3,066,808.00.

At your direction, we can prepare notice of award and contract documents for execution by Oconee County. If there are any questions, please do not hesitate to contact us.

Sincerely,

THOMAS & HUTTON ENGINEERING CO.

A handwritten signature in blue ink, appearing to read 'Lee H. Brackett', is written over a light blue circular stamp.

Lee H. Brackett, PE
Project Manager

Bidders				Don Moorhead Construction, Inc.		Greenstone Construction, LLC		HRH Engineering Services, LLC		McClam & Associates, Inc.		Payne, McGinn and Cummins, Inc.	
Address				Anderson, SC		Seneca, SC		Chesnee, SC		Little Mountain, SC			
Item #	Approx Qty	Units	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A. CLEARING & GRADING													
1	1	LS	Mobilization	\$ 154,000.00	\$ 154,000.00	\$ 72,320.00	\$ 72,320.00	\$ 150,000.00	\$ 150,000.00	\$ 177,000.00	\$ 177,000.00	\$ 250,000.00	\$ 250,000.00
2	1	LS	Construction Staking	\$ 15,000.00	\$ 15,000.00	\$ 8,220.00	\$ 8,220.00	\$ 22,000.00	\$ 22,000.00	\$ 53,000.00	\$ 53,000.00	\$ 26,800.00	\$ 26,800.00
3	1.5	AC	Clearing & Grubbing	\$ 15,000.00	\$ 22,500.00	\$ 17,100.00	\$ 25,650.00	\$ 18,000.00	\$ 27,000.00	\$ 12,000.00	\$ 18,000.00	\$ 9,000.00	\$ 13,500.00
4	1	LS	Traffic Control	\$ 42,500.00	\$ 42,500.00	\$ 32,400.00	\$ 32,400.00	\$ 45,000.00	\$ 45,000.00	\$ 271,000.00	\$ 271,000.00	\$ 120,151.00	\$ 120,151.00
5	1500	CY	Rock Excavation	\$ 225.00	\$ 337,500.00	\$ 10.00	\$ 15,000.00	\$ 195.00	\$ 292,500.00	\$ 50.00	\$ 75,000.00	\$ 130.00	\$ 195,000.00
6	1500	CY	Over Excavation of Unsuitable Materials	\$ 79.00	\$ 118,500.00	\$ 15.00	\$ 22,500.00	\$ 95.00	\$ 142,500.00	\$ 45.00	\$ 67,500.00	\$ 34.00	\$ 51,000.00
7	2	AC	Grassing	\$ 2,500.00	\$ 5,000.00	\$ 3,240.00	\$ 6,480.00	\$ 6,500.00	\$ 13,000.00	\$ 2,900.00	\$ 5,800.00	\$ 13,000.00	\$ 26,000.00
8	1	LS	Erosion & Sediment Control	\$ 4,500.00	\$ 4,500.00	\$ 13,500.00	\$ 13,500.00	\$ 32,000.00	\$ 32,000.00	\$ 45,000.00	\$ 45,000.00	\$ 20,100.00	\$ 20,100.00
9	1000	LF	Silt Fence	\$ 5.00	\$ 5,000.00	\$ 8.10	\$ 8,100.00	\$ 5.50	\$ 5,500.00	\$ 4.00	\$ 4,000.00	\$ 5.00	\$ 5,000.00
10	1	EA	Construction Entrance	\$ 5,000.00	\$ 5,000.00	\$ 62,420.00	\$ 62,420.00	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00
SUBTOTAL, CLEARING & GRADING					\$ 709,500.00		\$ 266,590.00		\$ 737,000.00		\$ 719,800.00		\$ 716,551.00
B. SANITARY SEWER SYSTEM													
11	1	LS	Pump Station - Complete	\$ 1,282,000.00	\$ 1,282,000.00	\$ 1,198,950.00	\$ 1,198,950.00	\$ 700,000.00	\$ 700,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,420,000.00	\$ 1,420,000.00
12	4700	LF	6" PVC Force Main	\$ 67.00	\$ 314,900.00	\$ 48.60	\$ 228,420.00	\$ 68.00	\$ 319,600.00	\$ 45.00	\$ 211,500.00	\$ 45.40	\$ 213,380.00
13	1	EA	Air Release Valve in Manhole	\$ 9,800.00	\$ 9,800.00	\$ 10,800.00	\$ 10,800.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 7,500.00	\$ 7,500.00
14	1	EA	Connect 6" Force Main to Manhole	\$ 5,750.00	\$ 5,750.00	\$ 3,780.00	\$ 3,780.00	\$ 8,500.00	\$ 8,500.00	\$ 3,300.00	\$ 3,300.00	\$ 6,500.00	\$ 6,500.00
15	0	LF	10" D. I. Gravity Sewer (0-6)	\$ 445.00	\$ -	\$ 190.00	\$ -	\$ 175.00	\$ -	\$ 460.00	\$ -	\$ 520.00	\$ -
16	0	LF	10" D. I. Gravity Sewer (6-8)	\$ 445.00	\$ -	\$ 190.00	\$ -	\$ 190.00	\$ -	\$ 590.00	\$ -	\$ 550.00	\$ -
17	135	LF	10" D. I. Gravity Sewer (8-10)	\$ 445.00	\$ 60,075.00	\$ 205.00	\$ 27,675.00	\$ 250.00	\$ 33,750.00	\$ 820.00	\$ 110,700.00	\$ 560.00	\$ 75,600.00
18	300	LF	10" D. I. Gravity Sewer (10-12)	\$ 455.00	\$ 136,500.00	\$ 216.00	\$ 64,800.00	\$ 280.00	\$ 84,000.00	\$ 910.00	\$ 273,000.00	\$ 730.00	\$ 219,000.00
19	355	LF	10" D. I. Gravity Sewer (12-14)	\$ 475.00	\$ 168,625.00	\$ 227.00	\$ 80,585.00	\$ 340.00	\$ 120,700.00	\$ 1,100.00	\$ 390,500.00	\$ 920.00	\$ 326,600.00
20	840	LF	10" D. I. Gravity Sewer (14-16)	\$ 495.00	\$ 415,800.00	\$ 237.60	\$ 199,584.00	\$ 415.00	\$ 348,600.00	\$ 1,200.00	\$ 1,008,000.00	\$ 1,000.00	\$ 840,000.00
21	370	LF	10" D. I. Gravity Sewer (16-18)	\$ 505.00	\$ 186,850.00	\$ 248.00	\$ 91,760.00	\$ 480.00	\$ 177,600.00	\$ 1,430.00	\$ 529,100.00	\$ 1,050.00	\$ 388,500.00
22	0	EA	Standard 5' Manhole (0-6)	\$ 10,000.00	\$ -	\$ 7,750.00	\$ -	\$ 12,000.00	\$ -	\$ 11,000.00	\$ -	\$ 12,800.00	\$ -
23	0	EA	Standard 5' Manhole (6-8)	\$ 12,000.00	\$ -	\$ 7,800.00	\$ -	\$ 14,000.00	\$ -	\$ 11,500.00	\$ -	\$ 13,000.00	\$ -
24	1	EA	Standard 5' Manhole (8-10)	\$ 13,900.00	\$ 13,900.00	\$ 8,480.00	\$ 8,480.00	\$ 17,000.00	\$ 17,000.00	\$ 12,375.00	\$ 12,375.00	\$ 13,500.00	\$ 13,500.00
25	0	EA	Standard 5' Manhole (10-12)	\$ 15,000.00	\$ -	\$ 9,400.00	\$ -	\$ 19,000.00	\$ -	\$ 12,500.00	\$ -	\$ 14,600.00	\$ -
26	1	EA	Standard 5' Manhole (12-14)	\$ 15,000.00	\$ 15,000.00	\$ 10,260.00	\$ 10,260.00	\$ 22,000.00	\$ 22,000.00	\$ 13,350.00	\$ 13,350.00	\$ 15,000.00	\$ 15,000.00
27	2	EA	Standard 5' Manhole (14-16)	\$ 16,500.00	\$ 33,000.00	\$ 13,500.00	\$ 27,000.00	\$ 29,500.00	\$ 59,000.00	\$ 14,350.00	\$ 28,700.00	\$ 16,000.00	\$ 32,000.00
28	1	EA	Standard 5' Manhole (16-18)	\$ 18,000.00	\$ 18,000.00	\$ 16,200.00	\$ 16,200.00	\$ 35,000.00	\$ 35,000.00	\$ 15,350.00	\$ 15,350.00	\$ 18,000.00	\$ 18,000.00
29	0	EA	Polymer Concrete 5' Manhole (0-6)	\$ 20,000.00	\$ -	\$ 19,250.00	\$ -	\$ 25,000.00	\$ -	\$ 27,100.00	\$ -	\$ 25,000.00	\$ -
30	0	EA	Polymer Concrete 5' Manhole (6-8)	\$ 20,000.00	\$ -	\$ 1,500.00	\$ -	\$ 28,000.00	\$ -	\$ 27,600.00	\$ -	\$ 25,000.00	\$ -
31	1	EA	Polymer Concrete 5' Manhole (8-10)	\$ 20,000.00	\$ 20,000.00	\$ 21,600.00	\$ 21,600.00	\$ 33,000.00	\$ 33,000.00	\$ 29,000.00	\$ 29,000.00	\$ 25,200.00	\$ 25,200.00
32	0	EA	Polymer Concrete 5' Manhole (10-12)	\$ 25,000.00	\$ -	\$ 22,000.00	\$ -	\$ 35,000.00	\$ -	\$ 29,500.00	\$ -	\$ 30,000.00	\$ -
33	1	EA	Polymer Concrete 5' Manhole (12-14)	\$ 25,000.00	\$ 25,000.00	\$ 24,300.00	\$ 24,300.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 33,200.00	\$ 33,200.00
34	1	EA	Polymer Concrete 5' Manhole (14-16)	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ 27,000.00	\$ 49,000.00	\$ 49,000.00	\$ 31,000.00	\$ 31,000.00	\$ 33,800.00	\$ 33,800.00
35	2	EA	Polymer Concrete 5' Manhole (16-18)	\$ 35,000.00	\$ 70,000.00	\$ 29,700.00	\$ 59,400.00	\$ 56,000.00	\$ 112,000.00	\$ 32,000.00	\$ 64,000.00	\$ 36,000.00	\$ 72,000.00
36	19	EA	4" Service Connection	\$ 11,900.00	\$ 226,100.00	\$ 4,860.00	\$ 92,340.00	\$ 5,500.00	\$ 104,500.00	\$ 4,100.00	\$ 77,900.00	\$ 2,895.00	\$ 55,005.00
37	1000	LF	Lateral	\$ 15.00	\$ 15,000.00	\$ 54.00	\$ 54,000.00	\$ 85.00	\$ 85,000.00	\$ 153.00	\$ 153,000.00	\$ 95.00	\$ 95,000.00
38	1	EA	Connect 10" Gravity to Existing	\$ 25,000.00	\$ 25,000.00	\$ 13,500.00	\$ 13,500.00	\$ 15,000.00	\$ 15,000.00	\$ 38,000.00	\$ 38,000.00	\$ 8,000.00	\$ 8,000.00
SUBTOTAL, SANITARY SEWER SYSTEM					\$ 3,071,300.00		\$ 2,260,434.00		\$ 2,376,750.00		\$ 4,831,275.00		\$ 3,897,785.00
C. PAVING													
39	2000	LF	Saw Cut & Remove Asphalt Paving	\$ 17.50	\$ 35,000.00	\$ 54.00	\$ 108,000.00	\$ 11.00	\$ 22,000.00	\$ 6.10	\$ 12,200.00	\$ 15.00	\$ 30,000.00
40	3400	SY	Temporary Pavement Patching Per SCDOT Encroachment Permit Conditions	\$ 80.00	\$ 272,000.00	\$ 59.40	\$ 201,960.00	\$ 36.00	\$ 122,400.00	\$ 118.00	\$ 401,200.00	\$ 87.50	\$ 297,500.00
41	7600	SY	Full Width Asphalt Restoration Per SCDOT Encroachment Permit Conditions	\$ 42.25	\$ 321,100.00	\$ 30.24	\$ 229,824.00	\$ 46.60	\$ 354,160.00	\$ 18.00	\$ 136,800.00	\$ 18.50	\$ 140,600.00
SUBTOTAL, PAVING					\$ 628,100.00		\$ 539,784.00		\$ 498,560.00		\$ 550,200.00		\$ 468,100.00
Grand Total					\$ 4,408,900.00		\$ 3,066,808.00		\$ 3,612,310.00		\$ 6,101,275.00		\$ 5,082,436.00

Math error on Greenstone Construction bid form corrected in this Bid Tabulation. Bid Form showed Item 3 Unit Price of \$17,100.00 as Extended Price. Per Specification Section 00110 Article 16.2 the Unit Price was maintained and Extended Price resolved to \$25,650.00.

Corresponding Subtotal and Grand Total updated using corrected math error.

This is a true and correct Abstract of Bids received on
September 10, 2026 at 2:00 p.m.



Engineer of Record

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on

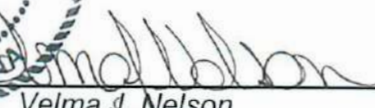
January 10, 2026

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Subscribed and sworn to before me this
1/10/2026




Larry Davidson
General Manager



Velma J. Nelson
Notary Public
State of South Carolina

CLASSIFIED PLACE

864.973.6676

upstatetoday.com

HOUSES FOR SALE

PUBLISHERS NOTICE

All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

Public Notice

Linda A. Traynor, of the South Carolina Department of Health and Environmental Control, is in construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 p.m. in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC
Tuesday January 13, 2026 @ 3:00 p.m.

Agenda:
Call To Order
Concerns of the District
Limited: 2 citizens per meeting, for 5 minutes,
prior scheduling required.
Agenda & Non Agenda Items: Combined both
are limited to a total of forty (40) minutes, four
(4) minutes per person.
Approval of Minutes
Financial Report / System Report
Treatment Plant PER Discussion
Old Business
New Business
Adjourn

The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

June and November meetings, which will be only on the third Tuesday of each of these months; October and December meetings, which will be only on the first Tuesday of each of these months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 20, 2026 to establish short- and long-term goals. This meeting will be held off-site at Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2026 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026. The Planning & Economic Development Committee at 4:30 p.m. on

the following dates: April 7, June 16, August 18, & October 06, 2026. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission agenda items and no Commission action will be taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been scheduled. Once finalized, dates, times, and locations will be available at the fire department. These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at www.corinthshilohfd.com. All meetings and workshops, with the exception of executive sessions, are open to the public.

CLASSIFIEDS WORK!

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

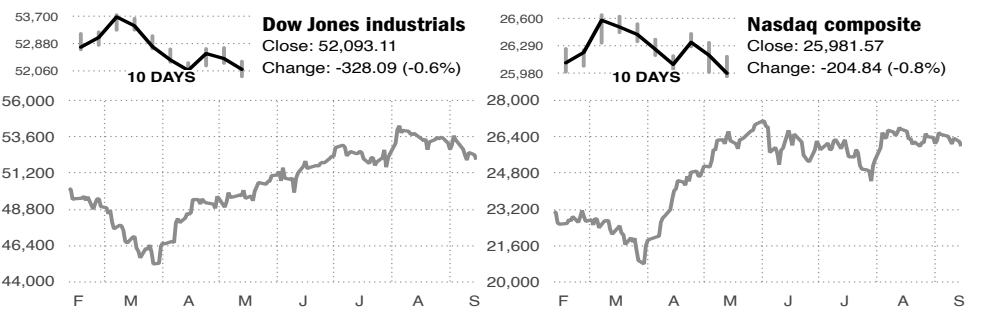
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

Money&Markets

↓ DOW 52,093.11 -328.09 -0.63%	↓ NASDAQ 25,981.57 -204.84 -0.78%	↓ S&P 500 7,585.73 -34.25 -0.45%	↓ EURO 1.1535 -0.0016 -0.14%	↑ CRUDE OIL 101.39 1.34 1.34%	↓ GOLD 4,291.60 -18.40 -0.43%	■ 6-MO T-BILLS 4.21 0.0 0.0%	↑ 30-YR T-BONDS 5.37 0.01 0.26%
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StocksRecap

			HIGH	LOW	CLOSE	CHG	%CHG	WK	MO	QTR	YTD
	DOW		52,336.61	51,875.65	52,093.11	-328.09	-0.63%	▲	▲	▼	+8.38%
	DOW Trans.		20,784.45	20,527.71	20,649.80	-79.99	-0.39%	▲	▲	▼	+18.97%
	DOW Util.		1,061.96	1,047.81	1,048.43	-10.66	-1.01%	▲	▲	▼	-1.84%
	NYSE Comp.		24,205.39	24,063.92	24,128.46	-76.93	-0.32%	▲	▲	▼	+9.66%
	NASDAQ		26,172.12	25,943.87	25,981.57	-204.84	-0.78%	▲	▲	▼	+11.79%
	S&P 500		7,617.26	7,572.69	7,585.73	-34.25	-0.45%	▲	▲	▼	+10.81%
	S&P 400		3,685.96	3,657.11	3,662.50	-16.70	-0.45%	▲	▲	▼	+10.81%
	DOW Total		75,240.82	74,774.65	74,905.92	-364.72	-0.49%	▲	▲	▼	+10.97%
	Russell 2000		2,890.64	2,861.73	2,870.29	-21.95	-0.76%	▲	▲	▼	+15.65%

Vol. (in mil.)

Pvs. Volume

Advanced

Declined

New Highs

New Lows

NYSE

NASD

4452

4454

819

1813

56

108

3269

3310

1102

2287

109

262

MutualFunds

TICKER	FAMILY	FUND	CAT	NAV	CHG	YTD	PERCENT RETURN				PEER RANK			
							1YR	3YR	5YR		1YR	3YR	5YR	
OSGIX	JPMorgan	MidCapGrowthA	MG	37.81	-0.40	-5	-3.5	+10.1	+1.9	D	D	C		

LocalStocks

NAME	TICKER	LO	HI	CLOSE	CHG	%CHG	WK	MO	QTR	YTD	1YR	VOL	P/E	DIV
Exxonmobil Holdings Corp.	XOM	110.38	176.41	169.32	+4.24	+2.6%	▲	▲	▲	+48.98	+50.7%	12304	29	4.12
Kimco Realty Corp.	KIM	19.76	26.64	22.99	-0.23	-1.0%	▼	▼	▼	+2.72	+2.9%	5508	27	1.12
Caterpillar Inc.	CAT	434.28	1073.46	783.54	-0.46	-0.1%	▼	▼	▼	+210.67	+79.7%	2124	34	6.52
AT & T Inc.	T-A	17.25	21.77	17.54	-0.01	-0.1%	▼	▼	▼	-2.60	-19.1%	413	6	1.25
Wendy's	WEN	6.07	10.12	7.46	-0.17	-2.2%	▼	▼	▼	-0.87	-22.8%	5079	11	0.28
Walmart	WMT	98.88	135.16	108.09	-0.99	-0.9%	▲	▲	▼	-3.32	+4.2%	18976	39	0.99
Oracle Corp.	ORCL	114.50	329.50	140.35	-4.44	-3.1%	▼	▼	▼	-54.56	-53.6%	31015	24	2.00
Verizon Communications Inc.	VZ	38.39	51.68	51.45	+1.16	+0.3%	▲	▲	▲	+10.72	+17.3%	18656	13	2.83
Itron Inc.	ITRI	77.77	142.00	92.30	+0.41	+0.4%	▼	▼	▲	-0.56	-23.2%	588	15	...
Microsoft Corp.	MSFT	349.20	553.72	496.91	-8.29	-1.7%	▲	▼	▲	+13.29	-3.6%	17387	28	3.64
Abbott Laboratories	ABT	81.97	137.49	102.03	-1.06	-1.0%	▼	▼	▼	-23.26	-22.3%	7417	33	2.52
BP PLC	BP	32.72	48.27	46.96	+1.03	+2.2%	▲	▲	▲	+12.23	+37.3%	12285	39	2.08
SLB Ltd.	SLB	31.64	60.46	54.20	+0.88	+1.6%	▼	▼	▲	+15.82	+55.9%	12840	26	1.18
Duke Energy Corp.	DUK	113.90	134.49	117.77	-1.25	-1.0%	▼	▼	▼	+5.6	-3.8%	4463	18	4.34
Truist Financial Corp.	TFC	40.78	56.20	50.46	+0.36	+0.7%	▲	▲	▲	+1.25	+12.7%	9768	12	2.08
Wells Fargo & Co.	WFC	72.78	97.76	89.72	+1.01	+1.1%	▼	▲	▲	-3.48	+10.2%	15728	13	2.00
Chesapeake Utilities Corp.	CPK	118.88	140.83	128.69	-0.56	-0.4%	▼	▼	▼	+3.93	+3.4%	146	21	2.94
GE Aerospace	GE	268.91	388.84	307.05	-10.51	-3.3%	▼	▼	▼	-0.98	+7.1%	7213	36	1.88
JPMorgan Chase & Co.	JPM	279.10	366.50	352.49	+2.36	+0.7%	▼	▼	▲	+30.27	+14.1%	13029	15	6.00
Medtronic PLC	MDT	73.31	106.33	93.75	-0.05	-0.1%	▲	▲	▲	-2.31	+0.3%	7113	23	2.88
PepsiCo	PEP	133.73	171.48	135.50	-0.84	-0.6%	▼	▲	▲	-8.02	-3.6%	7713	18	5.92
Fedex Corp.	FDX	179.17	345.36	308.26	-4.31	-1.4%	▼	▼	▼	+77.60	+71.0%	982	17	4.88
AFLAC Inc.	AFL	105.48	130.22	117.55	+5.54	+0.5%	▲	▲	▲	+7.28	+8.4%	1848	13	2.44
Norfolk Southern Corp.	NSC	276.55	358.60	320.22	+1.17	+0.1%	▼	▲	▲	+31.50	+15.5%	638	27	5.40
Pfizer Inc.	PFE	23.58	29.21	27.55	-0.17	-0.6%	▼	▼	▼	+2.65	+14.9%	38248	36	1.72
Boeing Co.	BA	176.77	254.35	209.69	-0.58	-0.3%	▼	▲	▼	-7.43	-2.8%	3584		8.22
HP Inc.	HPQ	17.56	36.22	33.82	-0.20	-0.6%	▼	▲	▲	+11.54	+21.9%	13978	12	1.20
Chevron Corp.	CVX	146.49	217.78	217.77	+5.60	+2.6%	▼	▼	▲	+65.36	+38.4%	9538	21	7.12
Colgate-Palmolive Co.	CL	74.54	99.33	87.00	-0.89	-1.0%	▲	▼	▼	+7.98	+5.9%	5106	34	2.12
Intl Business Machines Corp.	IBM	199.19	332.46	248.37	-0.72	-0.3%	▲	▲	▼	-47.84	-3.1%	4215	22	6.76
Citigroup Inc.	C	93.66	147.96	136.17	-0.01	-0.0%	▼	▲	▼	+19.48	+36.5%	8664	15	2.68
Enbridge Inc.	ENB	45.02	58.45	48.36	+0.20	+0.4%	▲	▼	▼	+5.3	-1.4%	5325	19	3.88
Kohl's Corp.	KSS	11.38	25.22	16.36	-0.81	-4.7%	▼	▼	▼	-4.05	+1.9%	3702	7	0.50
General Dynamics Corp.	GD	306.77	400.00	358.60	+1.79	+0.5%	▲	▼	▲	+21.94	+9.7%	1246	22	6.36
Walt Disney Co., The	DIS	92.18	117.09	106.42	-2.17	-2.0%	▼	▼	▲	-7.35	-8.0%	8652	22	1.50
Coca-Cola Co., The	KO	65.35	92.49	88.71	-0.64	-0.7%	▲	▲	▲	+18.80	+34.0%	12923	27	2.12
Phillip Morris Internat. Inc.	PM	142.11	207.76	194.11	-0.75	-0.4%	▲	▲	▲	+33.71	+20.1%	4153	28	5.88
Honeywell International Inc.	HON	196.98	205.22	203.44	+2.06	+1.0%	▼	—	▼	...	-11.9%	3672	8	2.80
Assurant Inc.	AIZ	205.00	303.94	286.11	+2.84	+1.0%	▲	▲	▲	+45.26	+37.2%	419	14	3.52
Archer Daniels Midland Co.	ADM	55.58	88.75	86.61	+1.17	+0.2%	▼	▲	▲	+29.12	+43.1%	3114	24	2.08
Merck & Co. Inc.	MRK	77.58	156.92	143.79	-1.06	-0.7%	▼	▼	▲	+38.53	+77.5%	7832	115	3.40
Lowe's Companies Inc.	LOW	194.09	293.06	194.61	-3.56	-1.8%	▼	▼	▼	-46.55	-28.5%	4078	16	5.00
McDonald's Corp.	MCD	252.15	341.75	252.78	-4.71	-1.8%	▲	▼	▼	-52.85	-16.3%	4761	21	7.44
Bank of America Corp.	BAC	46.12	65.22	59.52	+0.05	+0.1%	▼	▼	▲	+4.52	+17.6%	50675	14	1.28
Sonoco Products Co.	SON	38.65	60.67	48.28	-0.04	-0.1%	▲	▼	▼	+4.64	+1.2%	1022	7	2.16
3M Co.	MMM	139.34	184.90	164.67	+2.65	+1.6%	▼	▼	▼	+4.57	+5.1%	4074	29	3.12

CLASSIFIEDS

AND THE PERSON WITH WHOM THE MINOR(S) RESIDES AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian Ad Litem to represent said minor(s) within sixty (60) days after the service of this Summons upon you. If you fail to do so, application for such appointment will be made by Attorney for Plaintiff. YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order for Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge or this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.

NOTICE OF FILING COMPLAINT

TO THE DEFENDANTS ABOVE NAMED: YOU WILL PLEASE TAKE NOTICE that the Complaint, Cover Sheet for Civil Actions and Certificate of Exemption from ADR in the above-entitled action was filed in the Office of the Clerk of Court for OCONEE County on August 10, 2026.

ORDER APPOINTING GUARDIAN AD LITEM

It appearing to the satisfaction of the Court, upon reading the filed Petition for Appointment of Kelley Woody as Guardian ad Litem for unknown minors, and persons who may be under a disability, and it appearing that Kelley Woody has consented to said appointment. FURTHER upon reading the filed Petition for Appointment of Kelley Woody, Esquire as Attorney for any unknown defendants who may be in the Military Service of the United States of America, and may be, as such, entitled to the benefits of the Service member's Civil Relief Act, and any amendments thereto, and it appearing that Kelley Woody, Esquire has consented to act for and represents said Defendants, it is ORDERED that Kelley Woody, Esquire, P.O. Box 6432, Columbia, SC 29260 phone (803) 787- 9678, be and hereby is appointed Guardian ad Litem on behalf of all unknown minors and all unknown persons who may be under a disability, all of whom may have or claim to have some interest or claim to the real property commonly known as 1052 S GREENWICH DR WALHALLA, SC 29691; that she is empowered and directed to appear on behalf of and represent said Defendant, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of Guardian or Guardians ad Litem for said Defendants. AND IT IS FURTHER ORDERED that Kelley Woody, Esquire, P.O. Box 6432,

Columbia, SC 29260 phone (803) 787- 9678, be and hereby is appointed Attorney for any unknown Defendants who are, or may be, in the Military Service of the United States of America and as such are entitled to the benefits of the Servicemember's Civil Relief Act aka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interest of said Defendants.

AND IT IS FURTHER ORDERED That a copy of this Order shall be forth with served upon said Defendants by publication in The Journal, a newspaper of general circulation published in the County of OCONEE, State of South Carolina, once a week for three (3) consecutive weeks, together with the Summons and Notice of Filing of Complaint in the above entitled action.

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
13010 Morris Road, Suite 450
Alpharetta, GA 30004
Phone 470-321-7112 | Fax 404-393-1425

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE
Chickasaw Association, Inc.,

PLAINTIFF,

vs.

Donald Eugene Mason AND IF Donald Eugene Mason be deceased then any children and heirs at law to the Estate of Donald Eugene Mason, distributees and devisees at law to the Estate of Donald Eugene Mason, and if any of the same be dead any and all persons entitled to claim under or through them also all other persons unknown claiming any right, title, interest or lien upon the real estate described in the complaint herein; Any unknown adults, any unknown infants or persons under a disability being a class designated as John Doe, and any persons in the military service of the United States of America being a class designated as Richard Roe; Rebecca Lee Wilson; Cheryl Renea Lee; Elizabeth Mason Emory,

DEFENDANT(S)

SUMMONS AND NOTICE OF FILING OF COMPLAINT (NON-JURY MORTGAGE FORECLOSURE)
C/A NO: 2026-CP-37-00648
DEFICIENCY WAIVED

TO THE DEFENDANTS, ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 240 Stoneridge Drive, Suite 400, Columbia, SC 29210, within thirty (30) days after service hereof, except as to the United States of America, which shall have sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO

MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you.

If you fail to do so, application for such appointment will be made by the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this case to the Master-in-Equity/Special Referee for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-in-Equity/Special Referee is authorized and empowered to enter a final judgment in this case with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCACR, effective June 1, 1999.

NOTICE OF FILING OF SUMMONS AND COMPLAINT

TO THE DEFENDANTS ABOVE NAMED: YOU WILL PLEASE TAKE NOTICE that the foregoing Summons, along with the Complaint, were filed in the Office of the Clerk of Court on July 22, 2026.

NOTICE OF APPOINTMENT OF ATTORNEY FOR DEFENDANT(S) IN MILITARY SERVICE

TO UNKNOWN OR KNOWN DEFENDANTS THAT MAY BE IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA ALL BEING A CLASS DESIGNATED AS RICHARD ROE: YOU ARE FURTHER SUMMONED AND NOTIFIED that Plaintiff's attorney has applied for the appointment of an attorney to represent you. If you fail to apply for the appointment of an attorney to represent you within thirty (30) days after the service of this Summons and Notice upon you Plaintiff's appointment will be made absolute with no further action from Plaintiff. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection. IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

s/ Ashley Z. Stanley
August 19, 2026
John S. Kay (S.C. Bar No. 7914)
Ashley Z. Stanley (S.C. Bar No. 74854)

Alan Stewart (S.C. Bar No. 15576)
Sarah O. Leonard (S.C. Bar No. 80165)
Gregory Wooten (S.C. Bar No. 73586)
M. Celeste Bowers (S.C. Bar No. 100981)
Attorneys for Plaintiff
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celeste.bowers@thefoundationlegalgroup.com

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE
U.S. Bank Trust National Association, not in its individual capacity but solely as Trustee for Home Mortgage Trust, PLAINTIFF, vs. Earle Brothers Oconee Investments LLC; David Andrew Earle, DEFENDANT(S) SUMMONS AND NOTICE OF FILING OF COMPLAINT (NON-JURY MORTGAGE FORECLOSURE)
C/A NO: 2026-CP-37-00362
DEFICIENCY REQUESTED TO THE DEFENDANTS, ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 240 Stoneridge Drive, Suite 400, Columbia, SC 29210, within thirty (30) days after service hereof, except as to the United States of America, which shall have sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you.

If you fail to do so, application for such appointment will be made by the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you. YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this case to the Master-in- Equity/Special Referee in/

for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-in-Equity/Special Referee is authorized and empowered to enter a final judgment in this case with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCACR, effective June 1, 1999.



Public Comment
SIGN IN SHEET
6:00 PM

October 06, 2026

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	BYRON OSWALT	OCONEE HUMANE SOCIETY
2	Lee Stipe	Swan finding
3	Sara Stipe	Library position
4		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

October 06, 2026 ~ 6:00 p.m.

ORDINANCE 2026-29 AN ORDINANCE TO CONFIRM BUILDING VARIANCE AND TERMINATION OF PURCHASE OPTION FOR OCONEE INDUSTRY AND TECHNOLOGY PARK IN THE PUBLIC RECORD; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2026-31 AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF OCONEE COUNTY, SOUTH CAROLINA, BY ADDING DIVISION 4, "APPOINTMENTS AND CONSTITUTIONAL OATHS," TO ARTICLE II, "COUNTY COUNCIL," CONSISTING OF SECTIONS 2-96 THROUGH 2-101; TO ESTABLISH A UNIFORM CONSTITUTIONAL OATH REQUIREMENT FOR CERTAIN PERSONS APPOINTED BY OCONEE COUNTY COUNCIL; TO PROVIDE FOR ADMINISTRATION, SUBSCRIPTION, FILING, AND RETENTION OF SUCH OATHS; TO REQUIRE THE PROVISION OF A COPY OF THE CONSTITUTION OF THE UNITED STATES TO CERTAIN PUBLIC OFFICIALS AND SWORN COUNTY PERSONNEL; TO PROVIDE FOR TRANSITION, RATIFICATION, COMPLIANCE, AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2026-29	ORD 2026-31
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Response to the County Council firing library personnel

CITIZEN PROVIDED MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT

I attended the last county council meeting and stayed until you voted on the part-time library position at 10:30 that night. I have heard that you can tell how good a government is by how it cares for the least of us. If that is a true measurement, then I'm afraid our county council would receive a very poor grade. I thought the editorial in the Seneca Journal gave a pretty accurate account of everything that was wrong with that last meeting starting with making the public wait two hours while you went into executive session, then after allowing supporters of the library to speak, you appeared to have already made up your minds.

There are many in our community that fall through the cracks of social services—just ask our first responders. They know the people who are in need but are on the borderline of qualifying for those services. After supporters of the library position that directs people to those services spoke you made derisive comments about the provisions of one service. Are you those same people who watch a customer use their SNAP benefits at the store to make sure they don't use them to buy a box of cookies?

When you came back and cast your votes noting how opposed you were to using grant money the library obtained to keep this position, I found that a little bewildering. I have been to other county council meetings where you seem to gladly accept grant money to help with personnel or the purchase of necessary equipment. This is called zero sum. If you can't see how a service would benefit you, then no one should have that service. Why can't you trust that the library is more than just checking out books? You should be proud that the library took it upon themselves to find funding for a service that would help more people than just those who have a library card.

Unfortunately, I was not surprised by your vote, but I continue to be disappointed by your actions.

Sara Stipe, 157 Windy Hill Rd. Mountain Rest, SC. 29664

Updated Millage



2026 Tax Year County Millage

*Red font reflects updated millage

	Incorporated Mills			Unincorporated Mills		
County						
County Operations			55.7	52.0	55.7	52.0
Emergency Operations			N/A		2.7	2.9
Economic Development			0.0	0.0	0.0	0.0
Bridges/Culverts			0.0	0.0	0.0	0.0
Road Maintenance			2.2	2.2	2.2	2.2
Capital Veh & Equip Fund			1.6	1.6	1.6	1.6
Parks, Rec & Tourism			0.4	0.4	0.4	0.4
Community Health/Hum Svc			4.6	4.6	4.6	4.6
Ems/Fire Cap Veh/Equip Fund			1.4	1.4	1.4	1.4
Capital Request			0.0	0.0	0.0	
Tri County Operations			2.6	2.6	2.6	2.6
County Bonds			2.5	2.5	2.5	2.5
Total County			71.0	67.3	73.7	70.2

Updated Millage



2026 Tax Year School District, Special District, and Total Millage

*Red font reflects updated millage

School								
School Operations				107.0	108.1		107.0	108.1
School Bonds				28.5	28.5		28.5	28.5
Total School				135.5	136.6		135.5	136.6
Grand Total County Mills				206.5	203.9		209.2	206.8
Corinth Shiloh Fire District							23.0	
Keowee Fire District							17.4	



Total Millage for Oconee County for 2026/2027

County Operations/TCTC	– 67.7 mills	(5.9 decrease)
School Operations	– 108.1 mills	(1.9 decrease)
County Bonds	– 2.5 mills	(.2 decrease)
School Bonds	– 28.5 mills	(.1 decrease)

Total county millage for 2026/2027 Fiscal year – **206.8 (8.1 decrease)**

Special Purpose District Millage for Oconee County for 2026/2027



Keowee Fire - 17.4 mills **(.1 decrease)**

Corinth Shiloh - 23.0 mills (no change)

Municipality Millage for 2026/2027



Salem	- 37.0 mills (no change)
Seneca	- 72.0 mills (2.3 increase)
Walhalla	- 89.0 mills (2.0 decrease)
West Union	- 63.0 mills (3.0 increase)
Westminster	- 93.8 mills (1.0 decrease)

Please note that the individual municipalities adopted this millage – this is for informational purposes only



2025/2026 vs 2026/2027 tax amount

Estimate of tax if your home increased 15% from reassessment

Legal Residence								
Tax Year	Home Value	Residence Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax
2025	\$200,000.00	4%	\$11,650.00	0.2149	\$2,503.59	(\$1,281.50)	\$0.00	\$1,222.09
			Oconee Operational	0.0736	\$857.44			
			Oconee Debt	0.0027	\$31.46			
			SDOC Operational	0.1100	\$1,281.50			
			SDOC Debt	0.0286	\$333.19			
2026	\$230,000.00	4%	\$13,290.00	0.2068	\$2,748.37	(\$1,436.65)	\$0.00	\$1,311.72
			Oconee Operational	0.0677	\$899.73			
			Oconee Debt	0.0025	\$33.23			
			SDOC Operational	0.1081	\$1,436.65			
			SDOC Debt	0.0285	\$378.77			

	\$ Change	% Change
Tax Change	\$89.64	7.33%
Oconee Operational	\$42.29	4.93%
Oconee Debt	\$1.77	5.63%
SDOC Operational	\$155.15	12.11%
SDOC Debt	\$45.58	13.68%



2025/2026 vs 2026/2027 tax amount

Estimate of tax if your home increased 15% from reassessment

Legal Residence - Homestead								
Tax Year	Home Value	Residence Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax
2025	\$200,000.00	4%	\$8,000.00	0.2149	\$1,719.20	(\$880.00)	(\$209.80)	\$629.40
			Oconee Operational	0.0736	\$588.80			
			Oconee Debt	0.0027	\$21.60			
			SDOC Operational	0.1100	\$880.00			
			SDOC Debt	0.0286	\$228.80			
Tax Year	Home Value	Residence Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax
2026	\$230,000.00	4%	\$9,200.00	0.2068	\$1,902.56	(\$994.52)	(\$296.10)	\$611.94
			Oconee Operational	0.0677	\$622.84			
			Oconee Debt	0.0025	\$23.00			
			SDOC Operational	0.1081	\$994.52			
			SDOC Debt	0.0285	\$262.20			

	\$ Change	% Change
Tax Change	(\$17.46)	-2.77%
Oconee Operational	\$34.04	5.78%
Oconee Debt	\$1.40	6.48%
SDOC Operational	\$114.52	13.01%
SDOC Debt	\$33.40	14.60%



2025/2026 vs 2026/2027 tax amount

Estimate of tax if your home increased 15% from reassessment

Non-Residence								
Tax Year	Home Value	Non-Residence Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax
2025	\$200,000.00	6%	\$12,000.00	0.2149	\$2,578.80	\$0.00	\$0.00	\$2,578.80

Oconee Operational	0.0736	\$883.20
Oconee Debt	0.0027	\$32.40
SDOC Operational	0.1100	\$1,320.00
SDOC Debt	0.0286	\$343.20

Tax Year	Home Value	Non-Residence Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax
2026	\$230,000.00	6%	\$13,800.00	0.2068	\$2,853.84	\$0.00	\$0.00	\$2,853.84

Oconee Operational	0.0677	\$934.26
Oconee Debt	0.0025	\$34.50
SDOC Operational	0.1081	\$1,491.78
SDOC Debt	0.0285	\$393.30

	\$ Change	% Change
Tax Change	\$275.04	10.67%
Oconee Operational	\$51.06	5.78%
Oconee Debt	\$2.10	6.48%
SDOC Operational	\$171.78	13.01%
SDOC Debt	\$50.10	14.60%

