

Scotland County Board of Commissioners reconvened meeting April 26, 2023, Edwin Morgan Center 517 Peden Street, Laurinburg, NC

Scotland County Board of Commissioners reconvened meeting, April 26, 2023, Edwin Morgan Center 517 Peden Street, Laurinburg, NC

Commissioners in attendance: Chair Tim Ivey, Vice Chair Darrel “BJ” Gibson, Commissioners Bo Frizzell, Whit Gibson, Clarence McPhatter II. Commissioners not in attendance: Commissioners John Alford and Darwin Williams. Staff in attendance: County Manager Kevin Patterson, County Attorney Ed Johnston, Economic Development Director Mark Ward, Tax Administrator Miki Butler, Library Director Leon Gyles, and Clerk to the Board Jason Robinson.

Call to Order, Invocation, and Approval of the Agenda

Chairman Ivey called the reconvened meeting to order and asked Vice Chair Gibson to deliver the invocation. Chairman Ivey asked for a motion to approve the agenda. **Motion was made by Vice Chair Gibson to approve the agenda. Motion was duly seconded by Commissioner Whit Gibson. Vote to approve the agenda: Unanimous.**

Economic Incentives Public Hearing

The Board first heard from Economic Development Director Mark Ward. Mr. Ward stated that there has been an announcement from the State in regards to Project Defrost which is NSG or Pilkington. The State incentive is a One NC grant and a building reuse grant. Scotland County can also offer them a tax grant over 6 years. The incentive is dependent on the company creating 20 new jobs, retaining 339 jobs, and providing \$86,000,000 in new investment. Chairman Ivey then opened the public hearing for anyone in support of the project. The Board heard from representatives with NSG who gave details about the project. According to the representatives, the facility must do an upgrade every few years where they basically rebuild everything on one of the production lines. According to the plant manager, this is line 1 which was built in 1973 and along with the new equipment, job growth comes with it. Chairman Ivey asked if anyone was in opposition to the project. Hearing no opposition, Chairman Ivey closed the public hearing. County Attorney Ed Johnston stated that the incentive agreement needs to include real property as well as personal property and to make sure that it is to include net taxable property to be considered for the grant. Mr. Ward stated that the client is aware of the net taxable property. Upon hearing from Mr. Ward, **motion was made by Commissioner Whit Gibson to accept the economic development incentive agreement with the modifications mentioned from the county attorney. Motion was duly seconded by Vice Chair Gibson and the vote to approve was unanimous (Attachment A).**

Tax Revaluation

The Board next heard from Tax Administrator Miki Butler. Ms. Butler stated that the next tax revaluation will take effect on January 1, 2027 and work has already begun. Ms. Butler stated that the County has not had a full list and measure for all parcels since 2003. These assessments typically cost between \$500,000 and \$1,000,000. Ms. Butler presented the Board with a chart from the North Carolina Department of Revenue (NCDOR) showing that Scotland County’s current valuation is only at 81% of the value from the 2019 revaluation. Because of this public service companies can only be levied at 81% of their value. Chairman Ivey asked when this process was going to take place. Ms. Butler stated that bids will go out in the spring of

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2024 and work will begin fully by 2025. Ms. Butler also urged the Board to purchase pictometry from Eagleview which allows appraisers to do better appraisals. Commissioner Frizzell asked how this was going to benefit the County other than GIS. Ms. Butler stated that the images would allow appraisers to take accurate measurements from their desk in the case of discovery. Mr. Patterson also informed the Board that the goal after this revaluation would be to go to a four year revaluation cycle. Chairman Ivey asked if the pictometry would be in the budget for the coming year. Mr. Patterson stated that it would.

North Scotland Fire Department

The Board next heard from North Scotland Fire Chief Neil Shaw. Mr. Shaw stated that he was coming before the Board to inform them about the purchase of a small crash truck with water capabilities called a “wet rescue” truck. Mr. Shaw stated that the funds being used would not come from the County and the bank that is financing this needs an acknowledgement from the Board that they are aware the fire department is doing this. Upon hearing from Mr. Shaw, **motion was made by Commissioner Whit Gibson to approve the acknowledgement for North Scotland Fire Department and allow the appropriate documentation to be signed. Motion was duly seconded by Vice Chair Gibson and the vote to approve was unanimous.**

Audit Presentation

The Board next heard from Alan Thompson with the audit firm Thompson, Price, Scott, and Adams. Mr. Thompson stated that his firm had issued an unqualified opinion which is the best kind of audit opinion that can be issued. Mr. Thompson reviewed the findings of the audit including any significant findings that were noted. Mr. Thompson also reviewed the fund balance with the Board and stated that the fund balance had a large increase in 2022 and was about 25% which is appropriate for the size of the county. Mr. Thompson noted that the tax collection rate is 97% as well as noting the largest expenditures. Mr. Thompson also stated that he was appreciative of the staff and appreciated the opportunity to do the audit. Chairman Ivey asked about the bill in the legislature that would withhold sales tax for a late audit. Commissioner Whit Gibson asked if there was a shortage of firms to do audits. Mr. Thompson stated that in short there is a shortage of audit firms willing to do governmental audits and just don't want the headache.

Water Discussion

The Board next heard from Chuck Willis with Willis Engineering. Mr. Willis stated that he had come to talk about water extension to North Turnpike Road. Mr. Willis relayed to the Board that when seeking funding, you need to look at what you want. His assignment was to see what it was going to cost to extend the current water system. According to Mr. Willis, the estimate that was given was healthy because it takes up to 3 years to get the system installed so that the material will be more expensive when the construction actually takes place. Mr. Willis stated that during this last round of funding the North Carolina Division of Water Infrastructure had over 200 applications for funding and they funded 37. Mr. Willis advised the Board that if they wanted to just do a drinking water system and not a fire protection system it could be done at a reduced cost. Commissioner McPhatter asked if he (Mr. Willis) recommend that. Mr. Willis stated that he wouldn't recommend that option if the County were getting free money. Mr. Willis then stated that there were several ways to go about funding the extension of the water system including CDBG and possibly USDA Rural Development. From funding to construction, the

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process would take two years. Mr. Willis spoke about technical issues involved with the water system. Chairman Ivey stated that the reason for extending the water is because of reduced water pressure and certainly don't want to have the same problem. Chairman Ivey also asked about how much it would cost for a drinking water system. Mr. Willis said that for 6 inch pipe, it would cost about \$20-\$30 per foot. Chairman Ivey stated that he would like to hear from the folks in North Turnpike about what they would like to have. Mr. Willis stated that the CDBG might be the best possible solution because there would be money to get the line to the house. Discussion followed about which direction would be best to extend the lines for the water. Mr. Willis advised the Board that the best thing to do is to get an engineer to design and get it permitted and see what it would cost. Mr. Patterson stated that having fire protection would not affect the fire rating. Discussion followed about the best route for the water lines to take. Upon conclusion of discussion, **motion was made by Vice Chair Gibson to move forward with the design and pricing on a drinking water system for North Turnpike Road. Motion was duly seconded by Commissioner Frizzell and the vote to approve was unanimous.** Mr. Willis then brought up the study that was conducted by the City of Laurinburg concerning combining the two systems. Mr. Patterson stated that one of the things that was identified in the study was that a pumping station needed to be rebuilt. Commissioner Frizzell asked if there were grants available for the rebuilding of a pump station. Mr. Willis stated that there were grants available including a CDBG grant. Commissioner Frizzell stated he would like to see a grant application that would tie all of the loops together in the future. Discussion followed about combining the city and county water systems but no interest was shown by the board in doing this at this time.

CDL Traning Property

Mr. Patterson reported that the environmental studies have been completed on the property and they have been approved. The Board has approved the concept but now, the Board needs to approve for the transfer of properties between LMA and RCC. Mr. Johnston stated that he had a conversation with the attorney that represents the airport and he wanted to make sure if the two municipalities would be deeded the property or the airport or the airport authority. According to Mr. Patterson, RCC has asked the State to approve them receiving the property and we wanted to be ready when the State approves it.

Acceptance of Bids on Foreclosed Auction

Mr. Patterson stated that there were some bids from the foreclosed properties that were not closed out and were rebid and the Board needs to approve those new bids. Upon hearing from Mr. Patterson, **motion was made by Commissioner Whit Gibson to accept the bids. Motion was duly seconded by Vice Chair Gibson and the vote to approve was unanimous.**

East Laurinburg Appraisal

Mr. Patterson then informed the Board that an appraisal had been conducted by the tax department on the former East Laurinburg Town Hall and the 2 vacant lots. Chairman Ivey stated that he would like to know about the deed and if the deed has a reversionary clause. In addition there is a concern about citizens having access. The Board heard from two representatives of American Legion Post 181 which also has an interest in the property. Discussion followed about the possibility of the Pilkington Union and the American Legion sharing the building. No action was taken because the offer from the Pilkington Union was tabled until a later time.

2023-24 Fiscal Year Budget

The Board next heard from County Manager Kevin Patterson concerning the 2023-24 fiscal year budget. Mr. Patterson stated that he had been working on the budget with no change to the tax rate. It seems that the increase in valuations and growth in sales tax have added about \$1 million in extra revenue. A meeting with finance is scheduled to tighten up the revenues. Mr. Patterson reported that over the last while, public safety salaries have dramatically increased due to the market. Right now it looks like a \$50 million budget but currently with the requests it is \$54 million, so the budget will continue to be trimmed. Mr. Patterson stated that there was one thing that he did want to bring to the Board's attention is that the sheriff has requested 10 cars instead of the 5 that had been agreed upon several years ago. Mr. Patterson further said that right now 5 cars is about \$200,000 and he needed to know if this is something that the Board wants to do. Commissioner McPhatter asked how many cars are in the budget right now. Mr. Patterson said that there were currently 5 in the budget right now. Discussion followed concerning the number of cars and employees. The Board requested Mr. Patterson to get the number of cars and the mileages for them. Mr. Patterson then moved to the jail budget. Mr. Patterson stated that the contractor that supplies meals in the jail is going up on the per plate cost. The total increase for food this year goes from \$330,000 to \$410,000. According to Mr. Patterson, the vendor comes in and prepares the meals for the inmates and the cost is going up to \$2.10 per plate. This cost is below what others charge according to an unofficial survey by the sheriff's office. Mr. Patterson also informed the Board that we would be looking at replacing the generator as well as the freezer and cooler. For EMS, not looking at an ambulance this year but looking at going to a 24/72 work schedule with the plan to do the full-time first and then the part-time. There have been talks with the hospital about the community paramedic program but the staffing at the current time hasn't allowed that to happen yet and the hope is to change that soon. Inspections is looking at getting another inspector with the anticipated retirement of another one. For the general services budget there are a lot of contracts in there and there is an expectation that the health insurance will have an increase. Mr. Patterson stated that the County is currently bidding health insurance and hopefully will have something next month. Mr. Patterson then reviewed the health insurance plans and other details about the health insurance plan. Mr. Patterson stated that Public Buildings and Grounds are looking to do an addition to the shop to install a lift to work on ambulances and SCATS busses. The library parking lot also needs repaving and they are hoping to get Market Park in this year to fix. In addition, the department is looking to add another mechanic so that the sheriff's vehicles can do their primary maintenance at the shop. Mr. Patterson stated that the Health Department is not looking at any significant changes this year. For DSS the biggest change is in foster care. According to Mr. Patterson, so far this year, there has been \$840,000 and only \$700,000 was budgeted for this. The problem is that the kids in foster care have to have a higher level of care which costs more. DSS also requested 5 vehicles and those are still in the budget. Vice Chair Gibson asked about the bathroom remodel and Mr. Patterson stated that was in the budget. Mr. Patterson then went through other highlights of the budget: RCC has asked for an \$80,000 increase Vice Chair Gibson asked about the increase and Mr. Patterson explained the reason for it, Industrial incentives haven't went up because the Pilkington incentive won't go into effect until next year, debt service is at \$280,000, Humane Society is the same as the current year, Commissioner Frizzell asked about why the County doesn't run the Humane Society. Commissioner Gibson stated it would probably take \$600,000 for the County to run it, Mr. Patterson also explained why it looks like the schools have an

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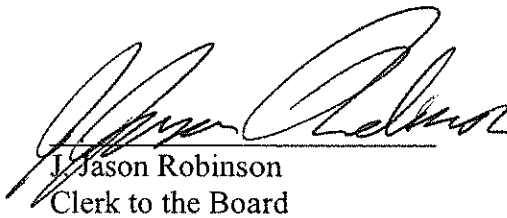
increase due to required sales tax increase and the way the leases have to be shown. Chairman Ivey stated that he would like to look at dropping the tax rate if it was viable and sustainable.

Commissioner Comments

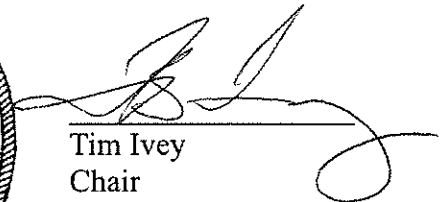
Commissioner Whit Gibson brought to the Board's attention the concern of the cooperative extension about the I.E. Johnson shooting and moving that department to that facility and that we need to be conscious of employee safety. Chairman Ivey stated that he had spoken to Dr. Whitaker of Southeastern Community Action Partnership (SCAP) and that they were still committed to their project at the facility. Chairman Ivey also mentioned the trash, especially yard trash in East Laurinburg and asked if there was anything we could do. Commissioner Whit Gibson suggested getting whoever patrols that area to make people aware they can't dump yard trash and it has to be taken to a trash site. Commissioner Frizzell asked about the next steps for water on North Turnpike Road. Mr. Patterson stated that we could send out a request for engineers.

Adjournment

Having no further business, **Motion was made by Commissioner Vice Chair Gibson to adjourn and it was duly seconded by Commissioner Whit Gibson. Vote: Unanimous**


Jason Robinson
Clerk to the Board




Tim Ivey
Chair

(County Seal)

ATTACHMENT A

STATE OF NORTH CAROLINA

COUNTY OF SCOTLAND

INCENTIVES AGREEMENT

THIS AGREEMENT, made and entered into this day of May 22, 2023, by and between, Pilkington North America, Inc. (hereinafter referred to as the "Company"), and the COUNTY OF SCOTLAND, a political subdivision of the State of North Carolina (hereinafter referred to as the "County");

WITNESSETH:

WHEREAS, the Company has indicated its intent to improve (including investment in and installation of new machinery and equipment) certain manufacturing facilities in the County, as hereinafter described (the "Facilities"); and,

WHEREAS, the County finds that in order to aid and encourage the operation of the Facilities in Scotland County, it is necessary and desirable to assist the manufacturing enterprise, by providing economic development grants to Company; and,

WHEREAS, the County actively promotes economic development in Scotland County, North Carolina to provide an increased tax base and jobs for its citizens and thereby improve the business prospects and quality of life of the citizens of Scotland County; and,

WHEREAS, the Company will operate a manufacturing facility located at 13121 Rocky Ford Road, Laurinburg, Scotland County, NC, and it intends to invest a capital investment in the amount of approximately \$86,800,000 (the "Project") as well as create 20 new full time employment jobs and retain 339 full time jobs which will benefit County and its citizens; and,

WHEREAS, pursuant to N.C.G.S. § 153 A-449, 158-7.1 and 158-7.2, County may enter into an agreement with Company in connection therewith; and,

WHEREAS, County finds that the consideration County will receive, based on prospective tax revenues from the new equipment to be located at the Facilities, the increased capital investment and the prospective sales tax revenues to be generated in the area as a result of this project will be equal to or greater than the value of the incentives and grants; and,

WHEREAS, County finds that providing said grants and incentives will increase the population, increase the taxable property base, stimulate the local economy, promote business, and increase business prospects in the County, as well as result in the maintenance and creation of a number of jobs in the County that pay at or above the median average wage in the County.

NOW, THEREFORE, for valuable consideration and the mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. **COUNTY'S OBLIGATIONS.**

In order to induce Company to operate manufacturing facilities within the County, to expand such facilities and to assist such operation pursuant to N.C.G.S. § 153 A-449, County hereby contracts with Company to provide economic development grants and incentives to Company, all as fully described below:

- a. County agrees to provide economic development grants to Company to reimburse Company for a portion of the Cost (as hereinafter defined) of constructing, equipping and/or operating the Facilities. The grants will occur over a period of Six (6) years, commencing in the County's fiscal year in which Company has satisfied its obligations under Paragraph 2 hereof. Provided that Company is in compliance with all of the terms and conditions of this Agreement, that Company has paid all ad valorem taxes then due to the County, and that Company is at such time operating its Facilities in accordance with the investment and employment levels set forth in Paragraph 2 herein, County shall pay or provide to Company the following:

- i. County agrees to pay to Company an amount in years one (1) through six (6) which amount shall be computed as follows: The County's ad valorem tax rate for the then current fiscal year shall be multiplied times a figure equal to the sum of the then property tax value of the real property which is subject to ad valorem taxation (including all improvements thereon) on which the Facility are located, plus the then property tax value of all taxable equipment and other taxable personal property located on said real property. It is specifically understood that in calculating this figure, the total taxable property, real and personal, to be included in such calculations shall only include new improvements made after April 1, 2023. The resulting amount shall be known as the base amount for the respective fiscal year and for the Term of the incentive agreement shall be multiplied by .99 to determine the amount of the incentive grant.
- ii. County agrees to pay to Company an amount in year one (1 & 2) equal to seventy-five percent (75%) of an amount which shall be computed in the manner stated in Paragraph 1(a)i. immediately above.
- iii. County agrees to pay to Company an amount in year three (3) equal to seventy percent (70%) of an amount which shall be computed in the manner stated in Paragraph 1(a)i. immediately above County.
- iv. County agrees to pay to Company an amount in year four (4) equal to sixty percent (60%) of an amount which shall be computed in the manner stated in Paragraph 1(a)i. immediately above County.
- v. County agrees to pay the Company an amount in year five (5) equal to fifty (50%) of an amount which shall be computed in the manner stated in Paragraph 1(a)i. immediately above County.
- vi. County agrees to pay the Company an amount in year six (6) equal to forty percent (40%) of an amount which shall be computed in the manner stated in Paragraph 1(a)i. immediately above County.

The date for determining the Company's eligibility for these grants and therefore the beginning of such grants shall be the date when construction and equipping is complete and Company is operating the Facilities in accordance with the investment level and the employment level set forth in Paragraph 2 below. The date for determining the Company's continued eligibility to receive the grants shall be the anniversary of such date in subsequent years. Each grant shall be paid within thirty (30) days of the date of determination of eligibility for such grant; provided, however, no grant shall be paid prior to receipt by County of full payment of all county ad valorem taxes owed by Company.

- b. All incentives paid will be for ad valorem taxes paid in the year levied with no incentives paid on delinquent tax payments. In no event shall an incentive grant be due for discovered property nor any taxes, interest, costs, penalties or other sums or amounts due to or arising from such discovery.

2. COMPANY'S OBLIGATIONS:

Throughout the term of this Agreement, and in order to be entitled to receive the grants and incentives described in Paragraph 1 above, Company shall accomplish the following:

- a. Company shall operate the manufacturing Facilities. Said Facilities shall be engaged in commercial production.
- b. Company shall complete the installation of the new equipment at 13121 Rocky Ford Rd, Laurinburg, NC, which is included in their total investment value of **approximately \$36,800,000.**
- c. Company shall maintain 339 **full-time employment jobs and hire 20 additional full-time employees** in NC which will be verified by the Company submitting the NC101 form to Scotland County in order to establish its rights hereunder.

- d. Company's obligations hereunder shall be suspended, and the term within which it should perform such obligations may be extended, in the event Company is prevented from complying therewith by a "force majeure", or the occurrence of an event beyond Company's ability to control (which shall include the loss of business significant to Company's operations), which occurrence substantially impairs Company's ability to perform its material obligations hereunder. In the event such a situation occurs, Company will immediately notify County of such, and the parties will make reasonable, good faith efforts to renegotiate the term within which compliance must occur. In no event shall performance by Company of its obligations hereunder be delayed beyond five (5) years of the execution of this Agreement.
- e. In the event the Company ceases the operation of its facilities described herein within a five-year period from the execution of this Agreement, all obligations of the County to the Company shall be terminated, and the Company shall repay the County in full for all incentive grants previously paid to it. Additionally, no further incentive grants shall be paid to the Company pursuant to this Agreement. All sums due to be repaid to the County shall be paid within thirty (30) days of the cessation of operation.

3. Both parties agree not to:

- a. Discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Contract, or
- b. Exclude any person from participation in, or deny any person the benefits of any project constructed under this contract on the grounds of race, color, national origin, sex, age, or disability.

4. The laws of the State of North Carolina shall control and govern this contract.

5. County and Company respectively bind themselves, their successors, assigns, and legal representatives to the other parties hereto and those parties' successors, assigns, and legal representatives, in respect to covenants, agreements, and obligations contained herein. No party to this Agreement shall assign this Agreement or any of the obligations or rights described herein without the written consent of the other party. If any party attempts to make such an assignment without such consent, that party shall, nevertheless, remain legally responsible for all obligations under the Agreement.
6. This Agreement may be modified only by a written agreement executed by all parties.
7. Any controversy or claim arising out of this Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Scotland County, North Carolina.
8. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by certified or registered mail, return receipt requested, with postage prepaid, or recognized commercial courier which maintains evidence of delivery, and shall be deemed sufficiently given if mailed or delivered to the respective party at the address noted for said party on Attachment A attached hereto and incorporated herein by this reference. Regardless of the actual time of receipt, all notices or communications between addresses in the continental United States sufficiently given are deemed given three (3) days after the postmarked date if given through the mail, and on the day received if given by commercial courier. Copies of all notices or communications to the parties shall, to be effective, be simultaneously given in the same manner to the respective legal counsel of the parties as set forth on Attachment A.
9. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Each party is

authorized to enter into this Agreement and will deliver to the other evidence of the same if requested to do so.

10. This Agreement shall not be severable or divisible, provided, however, that a judicial or administrative determination by any jurisdiction of the invalidity or unenforceability of any one or more of the provisions hereof, shall not invalidate the remaining provisions of this Agreement or any instrument or Exhibit related hereto or referred to herein, or the application of such provision(s) to persons or circumstances other than those in respect to which it is determined to be invalid or unenforceable, all the provisions of the same being deemed for purposes of the aggregate validity thereof to be separate.
11. Neither party shall publicly disclose or publicize the provisions hereof or the terms and circumstances of the transaction contemplated hereby to any person whomsoever except as required by law or as necessary to consummate the transaction contemplated hereby, without the express written consent of the other party.
12. If the time period by which any right, or election provided under this Agreement must be exercised, or by which any act required herein must be performed or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.
13. This Agreement and all exhibits and all instruments related hereto represents the final, entire and integrated expression of agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, pertaining to the subject matter hereof or the transaction contemplated hereby.

IN TESTIMONY WHEREOF, each party has caused this instrument to be signed in its name by its appropriate officers and sealed with its corporate seal, all by authority duly given, on this the day and year first above written.

Pilkington North America, Inc.

By: *Ronald J. Meacer*

Name: Ronald J. MEACER

Title: Regional HR BP - Front mfg

COUNTY OF SCOTLAND

By: *Tim Ivey*

Name: Tim Ivey

Title: Chairman

ATTEST:

Alison Robinson (SEAL)
Clerk to The Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Beth Hobbs

Beth Hobbs, County Finance Officer, County of Scotland
STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

I, Paul J. [Signature], a Notary Public of the State and County aforesaid, do hereby certify that Ronald J. Merce personally appeared before me this day and acknowledged that he/she is the Regional Director of Pilkington North America, Inc. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Ronald J. Merce

WITNESS my hand and Notarial seal this the 22 day of May, 2023.

Paul J. [Signature]
Notary Public

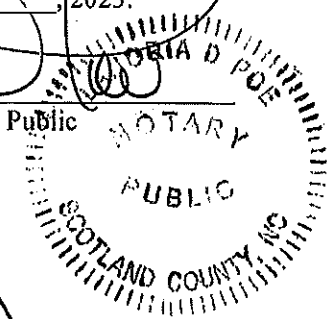
My Commission Expires:
April 23, 2028

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

I, Lanoria D. Poe, a Notary Public of Scotland County, North Carolina, do hereby certify that J. Jason Robinson, Scotland County Clerk, personally came before me this day and, being by me duly sworn, says that Tim Ivey is the duly elected, qualified, and acting Chair of the Scotland County Board of Commissioners; that he, the said J. Jason Robinson is the duly elected, qualified and acting Clerk of the County of Scotland; that he knows the corporate seal of the County of Scotland; that the seal affixed to the foregoing agreement is the corporate seal of the County; and that the name of the County was subscribed thereto by the Chair of the Scotland County Board of Commissioners and was duly attested by himself as Scotland County Clerk, and the corporate seal was thereto affixed, all by resolution of the Scotland County Board of Commissioners, which is the governing body of the County; and that the agreement is the act and agreement of the County of Scotland.

WITNESS my hand and Notarial Seal this the 5th day of May, 2023.

Lanoria D. Poe
Notary Public



My Commission Expires:
August 4, 2024

ATTACHMENT A

All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by certified or registered mail, return receipt requested, with postage prepaid, or recognized commercial courier which maintains evidence of delivery, and shall be deemed sufficiently given if mailed or delivered to the respective party at the address below:

If to Company:

Pilkington North America, Inc

If to County:

Scotland County
507 West Covington Street
PO BOX 489
Laurinburg, NC 28352
Attn: Kevin Patterson
County Manager

With a copy to:

Attorney

With a copy to:

Edward Johnston
County Attorney
303 Atkinson Street
Laurinburg NC 28352