

The Corinth Shiloh Volunteer Fire Department ("VFD") hereby presents to the Corinth Shiloh Special Purpose District ("SPD") the following proposal for a consolidation agreement to resolve all issues between the parties:

1. Building and Lease

- A Joint Lease Agreement between the Corinth-Shiloh Volunteer Fire Department (VFD), the Special Purpose District (SPD), and Clemson University will be established for the fire station located at 940 Old Clemson Highway.
- During the Joint Lease Agreement, the VFD shall retain reasonable access to the fire station and its facilities, including door codes, internet services, office supplies, and the scanner/copier/printer, with the exception of the Fire Chief's office and designated sleeping quarters.
- SPD will immediately assume responsibility for and make all mortgage payments related to the main fire station building.
- The SPD shall payoff the VFD's outstanding bank loan associated with the main fire station within 90 days of the execution of this agreement.
- Upon the satisfaction of the VFD's outstanding bank loan, Clemson University and the SPD may enter into a sole lease agreement for the premises. As part of this arrangement, the VFD and SPD will agree to continue reasonable access to the facilities and equipment and use of the building for VFD meetings and activities with the exclusion of the Chief's office and designated sleeping quarters.

2. Equipment and Assets

- The SPD and VFD will complete a full equipment inventory list of the department. Attached hereto as Exhibit "A" is a start of a list provided by the VFD.
- Ownership of all apparatus, equipment, and other assets identified in the inventory shall remain with the VFD pursuant to an asset lease agreement. A lease of such apparatus and equipment to the SPD shall be non-exclusive, and the VFD shall retain the right to access, possess and operate.
- The VFD and SPD asset lease agreement will require volunteer approval for any and all changes to the apparatus and equipment.
- Any equipment, inventory, or other assets not specifically identified in the inventory list, or not purchased by the SPD, shall remain the property of the VFD.
- The SPD will provide a complete written accounting of any and all property belonging to the VFD that has been sold, transferred, or discarded by the SPD.
- SPD will continue to have access to the use of the VFD FDID number 37202
- The VFD will transfer the V-Safe Grant Funds received in the amount of \$14,700 within 30 days.
- All VFD historical fire response data will be transferred to the SPD to include, training records, hydrant test, fire inspections, using Emergency Reporting Software, etc.
- The VFD will transfer remaining 1% funds to the SPD within 30 days.

3. Financial Support

- SPD shall use the \$75,000 previously advanced to the SPD from the VFD (said funds being previously committed by SFD to repay the SFD as set forth in the SFD's FY25/26 budget) for improvements/upfit of the substation in the amount of \$75,000.
- The VFD will transfer the amount of \$60,000 previously paid to the VFD through its mortgage refinance, which funds shall be used for substation up-fit.
- VFD to use good faith efforts to negotiate with Oconee County to waive the substation lease termination fee in the amount \$90,000 and provide the VFD with a quit claim deed. In return, the VFD will make reasonable good faith efforts to use the forgiven amount of the lease termination for substation up-fit.
- The SPD will add the expenses incurred by the VFD to cover 2026 mortgage payments and accrued attorney expenses the VFD has incurred as a result of the SPD's retention of legal counsel towards the up-fit of the substation.
- Substation up-fit must begin within 12 months of this agreement.
- The VFD will retain ownership of the substation with a lease to the SPD with joint occupancy.

4. Volunteers and Department Legacy

- The VFD requests formal recognition of the decades of service and contributions made by the volunteers who established, built, and sustained fire protection and rescue services within the district.
- The VFD name, history, photographs, awards, memorabilia, and historical artifacts shall remain the property of the VFD and be preserved for future generations, for display and preservation within the station(s).
- All current VFD members will be grandfathered into the SPD in addition to former members in good standing who wish to return to service in the future.
- The SPD will accept all named awards, i.e. David R. Carver Rescuer of the Year, Danny Delmarco Firefighter of the Year, Kevin Christenbury Fire Chiefs Award, Presidents Award
- The SPD will include the VFD members in the annual nomination process for these awards.
- All VFD members, to include support staff and emergency responders, who were previously removed by the SPD from the department, county, state and association rosters shall be reinstated to the respective rosters with full recognition and restoration of prior years of service. VFD members shall be maintained on all rosters as long as they are a member of the VFD with dues paid by the SPD.
- SPD shall recognize volunteers with 25 years of experience as a Lifetime members.
- Former, current, and future VFD members shall be included in ceremonies, dedications, and milestone events involving the department and its facilities.
- The VFD will continue to exist for recruitment and retention of volunteers as well as community risk reduction activities in coordination with the SPD Commission.

5. Other

- If any future conflict should arise between the VFD and SPD, they will establish a committee in good faith to consist of 5 members (i.e. two commissioners, two volunteers and one mutually agreed upon community member).
- Any committee formed by the SPD shall include two volunteers, selected by the volunteers.
- The SPD shall publicly acknowledge through a press release the role of the volunteers and the sacrifices, fundraising efforts, and dedication of its members in serving the community.
- Cease all disparaging public comments regarding the VFD to include former and current members and their previous and current involvement with the fire department.
- The SPD Commission shall recognize the fire station, its equipment, and its resources as a joint community asset built through the efforts of both the VFD and the SPD. The station shall not be represented solely as an SPD fire station but as a jointly utilized fire station with common use and shared stewardship for the benefit of the community.