

City Council Minutes
May 16, 2023

Orangeburg City Council held its regularly scheduled meeting on Tuesday, May 16, 2023, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Dr. Kalu Kalu, Mayor Pro Tem
Jerry Hannah
L. Zimmerman Keitt
Sandra P. Knotts
Richard F. Stroman

PRESENT VIA ZOOM:

Bernard Haire

City Attorney Kozlarek addressed Council. He stated, "I request two items be changed on your agenda. The removal of Item #6 which may be taken up in a different form at the June 6 meeting and change the department on Executive Session Item #14, from Public Works to Parks and Recreation."

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to approve the agenda with the removal of Item #6 and change the wording in Item #14 from Public Works to Parks and Recreation. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to approve the May 2, 2023, City Council minutes. The motion was unanimously approved.

Mayor Butler and City Administrator Evinger presented Mr. Edward Miller with a Retiree Resolution for thirty-five years, six months and 28 days of service to the City of Orangeburg with a retirement date of March 31, 2023.

City Administrator Evinger presented Council with the United Way 2022 Trailblazer Award. City employees raised \$6,544 for United Way, surpassing a goal of \$3,000.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Knotts to approve the third reading of an ordinance amending the City Code to provide for the adoption of the 2021 Building Codes. The motion was unanimously approved.

Assistant City Administrator Singh addressed Council concerning a resolution authorizing the City of Orangeburg to enter a lease-purchase agreement for \$451,000 to acquire and finance various equipment including for example Kubota Tractor, Bush Hog, residential Garbage Truck and MDR-IT. He stated, "The Lease Purchase was available online and requests were sent out to ten financial institutions. We had seven institutions submit proposals. Staff and the City Attorney have reviewed the proposals and it is our recommendation for Council to approve the resolution authorizing to enter into a Lease Purchase Agreement with Truist Bank."

A motion made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve a resolution authorizing the City of Orangeburg to enter a lease-purchase agreement for \$451,000. The motion was unanimously approved.

City Administrator Evinger addressed Council concerning Employee Grievance Committee Nominations. He stated, "Directors have made the following nominations for your consideration for the Employee Grievance Committee Lisa Stack, Finance Department and Mark Trimmier, Public Works Department. Lt. Albert Black from Department of Public Safety and Olivia Singletary from IT Department as alternates. These are all three-year terms expiring 06-04-2026.

Councilmember Haire asked, "Why not promote the alternates Miss Singletary and Lt. Black to the committee and assign the other two nominees as alternates. Is Council out of order to reverse the order?"

City Administrator Evering stated, "It is the Department Directors choice to nominate for those positions based on our handbook. If Council does not want to accept the nominees as given, we can go back to our directors and ask them to change their nominations."

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to approve Lisa Stack and Mark Trimmier as Employee Grievance Committee Nominations and Olivia Singletary and Lt. Albert Black as alternates. The motion was unanimously approved.

City Administrator Evering addressed Council concerning Building Board of Appeals and Hillcrest Golf Commission nominations. He stated, "This is for information only. Three Building Board of Appeals terms expire on 07-01-2023 which are Mr. Stephon Edwards, Sr., Mr. Edgar McGee and Ms. Tijuana Hudson. Nominations can be from any Councilmember as they are not designated by district. If you have nominations, please let staff know by May 26th so this can be listed on the next Council agenda. If Council wants staff to contact current serving members to see if they want to continue to serve, we would be happy to do so. The same applies for Hillcrest Golf Commission. There is a vacant term expiring 07-01-2024 and three expiring terms 07-01-2023 to include Mr. Randy Shuler, Mr. Lamont Green and Reverend Dr. Eddie Williams."

Mayor Pro Tem Kalu stated, "I have spoken to Mr. Stephon Edwards and Mr. Lamont Green and both would like to continue to serve on their perspective boards."

Mr. Marc Wood, Sheheen, Hancock & Godwin, LLP, CPAs addressed Council concerning April 2023 financial update. He stated, "Total revenues for general fund were 51% of the total budget. The ideal budget percentage to be received as of April 30, 2023, should be 58%. Total expenditures for general fund were 61% of the total budget. The ideal budget percentage to be spent as of April 30, 2023, should be 58%, so expenditures appear to be in line with the budget."

Councilmember Hannah asked, "Is the expenditures increase due to cost of goods and services increasing or is it because of our spending? Can you look at that for next month?"

Mr. Wood stated, "Yes, I will look at it for the next month."

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to enter Executive Session concerning discussion of negotiations incident to proposed contractual arrangements and/or other matters covered by the attorney-client privilege - Homeserve Presentation S.C. Code Sec. 30-4-70(a)(2), discussion of negotiations with Bull Swamp Rural Water Company, Inc. S.C. Code Sec. 30-4-70(a)(2), discussion of negotiations involving Railroad Corner, Gateway Project, Skatepark Project and New City Hall. S.C. Code Sec. 30-4-70(a)(2), receipt of legal advice spray park and future skatepark S.C. Code Sec. 30-4-70(a)(2) and discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee - Parks and Recreation Department S.C. Code Sec. 30-4-70(a)(1). The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Councilmember Hannah to return to open session. The motion was unanimously approved. Councilmember Haire did not return to open session.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve a resolution authorizing the Department of Public Utilities to negotiate with Bull Swamp Water Company, Inc. ("Company") regarding the City's potential acquisition of the company's water system; the City's acceptance and administration of one or more grants. The motion was unanimously approved. Councilmember Haire was not present for the vote.

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to adjourn. The motion was unanimously approved.

Respectfully submitted,

Linda McDaniel
Linda McDaniel
City Clerk





RATIFYING AUTHORIZATION FOR THE CITY TO ENTER A LEASE-PURCHASE OR OTHER SIMILAR AGREEMENT; SELECTING A PROPOSAL; AND OTHER RELATED MATTERS.

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina, that the Mayor of the City Council ("Mayor") and the City Administrator ("Administrator"), each acting individually on behalf of and for the benefit of the City, is authorized to arrange for and execute a lease or other similar agreement, as appropriate, as provided below.

Section 1. Findings

(a) The City intends to acquire and finance various equipment, including for example Kubota Tractor, Bush Hog, Residential Garbage Truck, and MDR-IT, and related equipment, in an amount not exceeding \$451,000.00 (collectively, "Equipment"), through means of borrowing money from a bank or other financial institution selected by the Mayor or the Administrator, each acting individually.

(b) It is in the best interest of the City to acquire the Equipment by entering into the Financing (defined below). The Financing will enable the City to acquire the Equipment, which is necessary for the City's proper functioning.

Section 2. Approval of Acquisition/Financing; Delegation of Authority. The City may acquire and finance the Equipment according to a lease purchase financing, or other means of financing, in an amount not to exceed \$451,000.00, which includes costs of issuance, which is repayable through annual appropriations from any legally available source ("Financing"). The Administrator has endeavored to structure the Financing, so it does not impact the City's constitutional debt limit.

The City authorizes the Financing and either the Mayor or the Administrator, acting individually, may determine all items related to Financing, for example (if and when applicable), the method and timing, any applicable notices, the form of all documents, the method for calculating interest, the dated and delivery dates, any early termination provisions. Each document related to the Financing, shall be executed in the name of the City with the manual or facsimile signature of either the Mayor or Administrator attested by the manual or facsimile signature of the City Clerk, and authenticated by the registrar/paying agent.

Section 3. Proposal Selection. The City received various proposals to provide the Financing, all of which are attached to this Resolution as Exhibit A ("Proposals"). Of the Proposals, the City selects the proposal, which is attached to this Resolution as Exhibit B, on the basis of various factors, including, the lowest cost of funds being offered (expressed as the true interest cost of the Financing), optional redemption provisions (if any), and other criteria the City deemed, in its sole discretion, to be relevant.

Section 4. Tax Covenant. The City covenants that no use of the proceeds of the Financing shall be made which, if that use had been reasonably expected on the date of issue of the Financing, would have caused the Financing to be an "arbitrage bond," as defined in Section 148 of the Internal Revenue Code ("Code"). If, at the time of financing, the City does not reasonably anticipate issuing in excess of \$10,000,000 in tax exempt obligations in the current calendar year, the City is authorized to designate the Financing as a "bank qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

All property provided by the net proceeds of the Financing will be owned by the City in accordance with rules governing ownership of property for federal tax income purposes.

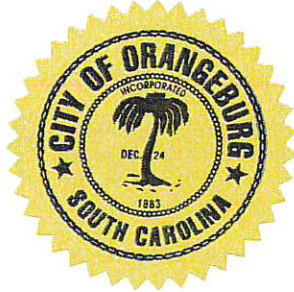
The City shall not permit the proceeds of the Financing or any facility financed with the proceeds of the Financing to be used in any manner that would result (A) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in activity carried on by a person other than a natural person other than a government unit as provided in Section 141(b) of the Code or (B) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

The City is not party to or nor will it enter into any contracts with and person for the use or management of any facility provided with the proceeds of the Financing that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

Section 5. Authorization to Execute. The City Council authorizes the Mayor or the Administrator, each individually, and City Clerk to execute whatever documents and instruments as may be necessary to effect the issuance of the Financing.

Section 6. General Repealer. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

ADOPTED BY the City Council on May 16, 2023.



Michael C. Butler
Mayor
Sancho Quiles
[Signature]
Ly Zimmerman
[Signature]
Richard J. Herman
[Signature]
Members of Council

Attest: Kinda McSaid
City Clerk

EXHIBIT A
PROPOSALS
[ATTACHED]



Truist Financial Corporation

Governmental Finance
5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Phone (704) 954-1700

May 10, 2023

Mr. John D. Singh,
City of Orangeburg
979 MIDDLETON ST
ORANGEBURG, South Carolina
29115-4790

Dear Mr. Singh:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Orangeburg ("Borrower").

PROJECT:	purchase various equipment
AMOUNT:	\$451,000.00
TERM OR MATURITY DATE:	September 1, 2026
INTEREST RATE:	4.08000%
TAX STATUS:	Tax Exempt-BQ
PAYMENTS:	<u>Interest:</u> Annual <u>Principal:</u> Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	Equipment
PREPAYMENT TERMS:	Prepayable in whole at any time without penalty
RATE EXPIRATION:	07/07/23
DOCUMENTATION/ LEGAL REVIEW FEE:	N/A
FUNDING:	Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

REPORTING REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please email me at Ashley.williams@gmail.com with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

Resolution Approving Financing Terms

WHEREAS: The CITY OF ORANGEBURG ("Borrower") has previously determined to undertake a project for the financing of purchase various equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated May 10, 2023. The amount financed shall not exceed \$451,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.08000%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 20__

By: _____

By: _____

Title: _____

Title: _____

SEAL



May 11, 2023

To: John D. Singh, Assistant City Administrator
CC: Michael Kozlarek, Bond Counsel, King Kozlarek Law LLC

Re: Proposal for 2023 Equipment Lease Purchase, City of Orangeburg, South Carolina

Following is our offer for the financing requested in the amount of 451,000 (prepayable in whole at par at any time):

Interest Rate	Final Maturity	Proposed Payment Structure
4.25% BQ	August 1, 2026	See Attached Exhibit

This transaction can be closed using draft documents provided by First-Citizens Bank & Trust Company or Bond Counsel. There will be no closing costs or ongoing fees due to the Bank. In addition to executed transaction documents in form satisfactory to the Bank, you must provide an opinion of your attorney addressing certain matters, including, but not limited to:

1. The Lease Purchase is valid, legal, binding, and enforceable;
2. The tax status of the interest component of payments due under the financing. The attorney's opinion must state that the borrowing is designated as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The borrowing entity must also designate the obligation as a "qualified tax-exempt obligation" prior to closing. You or your advisors will be responsible for preparing and filing any IRS required documents.

The rate contained in this proposal is subject to change unless the loan is closed within 45 days of the date hereof. If you have any questions, please contact Courtney Dunlap at 803-931-1721 or me at 803-931-1723.

Thank you for the opportunity to submit this proposal.

First-Citizens Bank & Trust Company

By: Steve Groth
Director of Government Lending

The foregoing proposal is accepted and approval of rate and funding is requested:

City of Orangeburg, South Carolina

By: _____

Title: _____

Date: _____

City of Orangeburg 2023 LP

Computation Interval: Annual

Nominal Annual Rate: 4.250%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	06/09/2023	451,000.00	1		
2 Payment	08/01/2023	120,619.76	3	Annual	08/01/2025
3 Payment	08/01/2026	120,619.78	1		

TValue Amortization Schedule - U.S. Rule, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	06/09/2023				451,000.00
1	08/01/2023	120,619.76	2,768.64	117,851.12	333,148.88
2023 Totals		120,619.76	2,768.64	117,851.12	
2	08/01/2024	120,619.76	14,158.83	106,460.93	226,687.95
2024 Totals		120,619.76	14,158.83	106,460.93	
3	08/01/2025	120,619.76	9,634.24	110,985.52	115,702.43
2025 Totals		120,619.76	9,634.24	110,985.52	
4	08/01/2026	120,619.78	4,917.35	115,702.43	0.00
2026 Totals		120,619.78	4,917.35	115,702.43	
Grand Totals		482,479.06	31,479.06	451,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.250%	\$31,479.06	\$451,000.00	\$482,479.06



Cogent Leasing and Financing, Inc.
420 S Orange Ave., Suite 850
Orlando, FL 32801
Phone: (410) 409-7579
Email: mhorkey@kogentbank.net

May 5, 2023

Mr. John D. Singh
Assistant City Administrator
City of Orangeburg
979 Middleton Street
Post Office Drawer 387
Orangeburg, South Carolina 29116-0387

Via Email: john.singh@orangeburg.sc.us and michael@kingkozlarek.com

RE: Proposal for Tax-Exempt Equipment Lease Purchase Financing

Dear Mr. Singh:

Cogent Leasing and Finance, Inc. is pleased to present this proposal for tax-exempt lease financing to the City in connection with purchase of various essential-use items.

Lessee: City of Orangeburg, SC

Lessor: Cogent Leasing and Financing, Inc.

Type of Financing: Tax-exempt lease financing. The Lease will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended.

Net Obligation: The lease shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Payments due under the lease agreement shall be based on the annual appropriation of funds during each year of the lease.

Equipment: Essential-use equipment as more fully described in Lessee's request

Total Equipment Cost: \$451,000.00 (+/- 10%)

Total Lease Amount: \$451,000.00 (+/- 10%)

Term: Three (3) years with annual payments commencing August 1, 2024

Lease Rate: 4.29%

Rental Payments: Please refer to Exhibit A, Sample Amortization Schedule

Anticipated Closing Date: On or before June 9, 2023

Rate Lock: The indicated Lease Rate will be fixed until June 9, 2023. If, for any reason, the Lease is not closed by June 9, 2023, the Lessor may adjust the Lease Rate to reflect then current market conditions.

Pre-Payment Premium: Lessee may prepay the Lease in full, but not in part, on any payment due date for 102% of the then outstanding principal balance.

Tax Status: Lessee will designate the lease as a qualified obligation (Bank Qualified), stating that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during the 2023 calendar year will not exceed ten million dollars (\$10,000,000).

The interest portion of the rental payments under the lease will be excludable from the gross income of Lessor for federal income taxation purposes. Upon a determination that the interest component of the rental payments under the lease is includable in gross income of Lessor for federal income tax purposes, the interest rate on the lease will increase to a rate sufficient to restore Lessor to its after-tax yield from and after the date such interest became includable in Lessor's gross income, and taking into account all penalties, fines, interest and additions to tax.

Reimbursement: If Lessee intends to be reimbursed for any Equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under Treasury Regulation Section 1.150.2.

Escrow Funding: Proceeds of the Lease will be deposited with Cogent Bank. Payments to vendors will be made directly out of the escrow account upon the delivery to and acceptance of the Equipment by the Lessee. Lessor will maintain a security interest in the Escrow account.

Authorization: Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

Legal Title: Title to the Equipment will be in the name of the Lessee, subject to Lessor's interests under the lease agreement.

Legal Opinion(s): Lessee's counsel shall furnish Lessor with an opinion with respect to Lessee's obligations under the lease documents described herein. This opinion shall be in a form and substance satisfactory to Lessor.

Costs and Expenses of Lessor: Waived

Documentation: Lease documentation will be furnished by Lessor. The documentation for the Lease will contain covenants, representations and warranties usual and customary for transactions of this type and others appropriate to the transaction.

All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lessor.

Insurance: Lessee shall furnish of (a) all risk physical damage insurance coverage for the full replacement cost of the Equipment, (b) \$1 million combined single limit liability insurance. Lessor shall be named as loss payee on casualty insurance and additional insured on liability insurance.

Financial Statements: Lessee shall provide to Lessor financial statements for at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue the lease agreement as may be reasonably requested by Lessor.

Assignment: Lessor may sell, assign or encumber all or any part of its right title and interest in any portion or all of the lease agreement including, without limitation, an assignment, transfer or conveyance to a trustee as part of a multiple asset pool to a partnership or trust or similar transaction; provided, however, in no event shall the Lessor assign such interests as a public offering. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. The lease agreement may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.

Disclosure: Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.

Proposal Expiration: Lessee must notify Lessor that the Lessor is the apparent winner of the bid by May 26, 2023, otherwise this Proposal shall expire unless extended, in writing, by Lessor.

Credit Due Diligence: In order for Lessor's credit administration group to expedite its review of this transaction, lessor will require the following information:

- 3 most recent years of audited financial statements (received)
- Most recent Interim financial statements
- Most recent financial projections
- Related invoices, purchase orders and / or vendor quotes
- Documentation referenced throughout the RFP and this Proposal

Additional information may be requested during the underwriting process.

This Proposal is a summary regarding the financing transaction on the general terms and conditions outlined herein. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any

commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel.

Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee. In any event, the terms and conditions of this Proposal, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction.

This Proposal does not purport to summarize all of the terms and conditions upon which the lease is to be based, which terms and conditions would be contained fully in final documentation and indicates only the principal term and conditions under which the transaction will be considered.

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,

Michael J. Horkey

Michael J. Horkey
President

**Agreed to and Accepted by:
City of Orangeburg, SC**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Sample Three (3) Year Amortization Schedule
Annual Payments

Amortization Report 05/11/2023 2:09 PM

Compounding Period: Annual

Nominal Annual Rate: 4.29%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	6/9/2023	451,000.00	1		
2 Payment	8/1/2024	164,444.57	3	Annual	8/1/2026

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	6/9/2023				451,000.00
1	8/1/2024	164,444.57	22,318.54	142,126.03	308,873.97
2	8/1/2025	164,444.57	13,250.69	151,193.88	157,680.09
3	8/1/2026	164,444.57	6,764.48	157,680.09	0.00
Grand Totals		493,333.71	42,333.71	451,000.00	

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PROPOSAL AND TERMS SHEET

Lease-Purchase Financing

By and Between

Signature Public Funding Corp.,

and

City of Orangeburg, South Carolina

Signature Public Funding Corp.,



Signature Public Funding Corp.

Dennis McDermott, Vice President
600 Washington Avenue, Suite 303
Towson, Maryland 21204
(470) 597-9280
dmcdermott@signatureenv.com

May 11, 2023

John D. Singh
Assistant City Administrator
City of Orangeburg, South Carolina

RE: Lease-Purchase Financing

Dear Mr. Singh:

Signature Public Funding Corp. is pleased to present a proposal for financing of various capital improvements under a Lease-Purchase Financing (Financing Agreement). The terms and conditions of our proposal are outlined in the attached Proposal & Terms Sheet.

If you have questions about the proposal, please contact me for clarification or follow-up.

Yours truly,



Dennis M. McDermott
Vice President

PROPOSAL & TERMS SHEET
City of Orangeburg, South Carolina

LESSEE: City of Orangeburg, South Carolina ("Lessee"), which shall be political subdivision or body corporate and politic of the State of South Carolina and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

LESSOR: Signature Public Funding Corp. ("Lessor") or its Assignee.

USE OF PROCEEDS: The proceeds will be used to finance various equipment and vehicles and pay the costs of issuance

TYPE OF FINANCING: Financing Agreement, subject to annual appropriation

FINANCING AMOUNT: \$451,000

INTEREST RATE: 4.853%

This Term Sheet assumes a closing no later than June 10, 2023. If funding does not take place by **June 10, 2023**, then the Interest Rate may be adjusted based changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date. Once set, the Initial Interest Rate will remain fixed through the maturity date of the Financing Agreement.

SECURITY: A security interest in the capital improvements

TERM: Three (3) years

REPAYMENT: An amortization can be found attached hereto. Any changes to the final principal schedule will be determined in a manner that does not materially alter the weighted average life of the principal recovery as reflected in the principal schedule of the Request for Proposal.

If any amounts due and owing with respect to the Financing Agreement (including principal, interest, or other amounts) are not paid within thirty (30) days of the regularly scheduled due date, then such amounts will accrue and be subject to additional interest at the Taxable Interest Rate as defined below. The Taxable Interest Rate shall be calculated on a 30/360 basis, and charged for each day after the due date that such payment remains unpaid.

TAX EXEMPT STATUS:

The Financing Agreement will be a tax-exempt financing such that the interest component of payments will be excluded from the gross income calculations of the Lessor's federal and state taxes. The Lessee covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes. In the event that the interest income on the Financing Agreement is included in the Lessor's federal and state gross income tax calculations for any reason not related to an act or omission on the part of the Lessor, a per annum interest rate not to exceed 9.80% (the "Taxable Interest Rate") will be due on the outstanding principal of the Financing Agreement, together with any fees, fines or penalties, that results in the Lessor's interest income being deemed taxable by the IRS.

The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with IRMA, the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Financing Agreement issued in connection herewith.

PREPAYMENT:

The Lessee will have the option to prepay the Financing Agreement in whole on any payment date 101% of par.

ESCROW FUNDING:

LESSOR has assumed the Lease Proceeds will fund into an escrow at Flagstar Bank. There will be no fee for the escrow account; however, interest earnings will not be paid to Lessee for any period of time that any Lease Proceeds are held in such account.

REIMBURSEMENT:

If the Lessee intends to be reimbursed for any cost associated with the Equipment, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

LEGAL OPINION:

The Lessee's counsel shall furnish Lessor with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the ability of the Lessee to issue the Financing Agreement, and the approval of the documentation used in connection therewith. This

opinion shall be in a form and substance satisfactory to Lessee and its counsel.

DOCUMENTATION:

The documentation will be prepared by the Lessor and is subject to review, reasonable negotiation and approval by Lessee, Lessee's Counsel, Lessor and Lessor's counsel. The Lessee will be responsible for a \$0.00 fee to Lessor, which will be applied to Lessor's legal and other transaction costs.

Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the Lessor's final credit approval.

DUE DILIGENCE:

The Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of Lessor to continue the Lease as may be reasonably requested by SPFC. This proposal shall not be construed as a commitment to lend by Lessor and is subject to final credit approval by the Signature Public Funding Corp. and Flagstar Bank and approval of the definitive documentation for the transaction in Signature Public Funding Corp.'s sole discretion. To render a final credit decision, the Lessee shall provide Lessor with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Financing Agreement documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
City of Orangeburg, South Carolina

ACCEPTANCE BY Lessee:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by City of Orangeburg, South Carolina on _____, 2023.

AGREED AND ACCEPTED:

City of Orangeburg, South Carolina

By: _____

Name:

Title:

Orangeburg, South Carolina
Term: 3 years
Average Life: 1.135 years
Interest Rate: 4.853%

date	starting balance	takedowns	debt service	interest	principal	ending balance
6/9/2023	-	451,000.00	-	-	-	451,000.00
8/1/2023	451,000.00	-	158,615.21	3,161.46	155,453.75	295,546.25
8/1/2024	295,546.25	-	158,615.21	14,342.86	144,272.35	151,273.89
8/1/2025	151,273.89	-	158,615.21	7,341.32	151,273.89	-
total		451,000.00	475,845.64	24,845.64	451,000.00	

- CONFIDENTIAL -

Content is not to be distributed or shared outside of participating parties



May 11, 2023

Mr. John D Singh, Assistant City Administrator
City of Orangeburg
973 Middleton St
Post Office Box Drawer 387
Orangeburg SC 29116

RE: Proposal for \$451,000 tax-exempt equipment lease purchase

Dear Mr. Singh,

South State Bank, NA (hereinafter, "Bank") is pleased to commit to financing \$451,000, a tax-exempt equipment lease purchase for the City of Orangeburg (hereinafter, "Borrower"), as described in the Request for Proposals dated April 24, 2023 which is by reference hereby made part of this bid, according to the following rates and terms:

Borrower: City of Orangeburg, South Carolina

Rate: 5.00 %. Rate shall be fixed for duration of the term.

Terms: Closing is anticipated to take place on, before, or about June 9, 2023.

Prepayment: Anytime, in whole or in part, at par.

Fees: None will be paid to or on behalf of the Bank. This includes the initial closing of the Bond and on an annual basis. All costs relating to the preparation of the Bond and fees of bond counsel will be paid by the City.

Security: A perfected UCC/Lien upon the related equipment as further described in the RFP or invoice(s) to be provided.

Acquisition/Escrow Account:

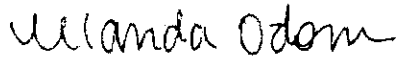
Funds will be deposited into an interest bearing account at South State Bank.

Requirements: Closing documents prepared by City of Orangeburg's bond counsel satisfactory in form and content to Bank. The legal opinion of bond counsel satisfactory to Bank that the Bond: constitutes a valid and binding obligation of Borrower; will be "Qualified Tax-

Exempt Obligation" within the meaning of Section 265 (b)(3)(B) of the Internal Revenue Code of 1986, as amended; and will be exempt from all Federal, State, County, and Municipal taxes.

We acknowledge that the City may reject any and all proposals as well as negotiate with the lowest responsible proposer. We acknowledge that we may not alter, modify, or withdraw our bid after we have submitted it to the City.

Sincerely,



Wanda Odom
Vice President
South State Bank
1255 St. Matthews Road
Orangeburg, SC 29115

Accepted this ____ day of May, 2023.

Orangeburg County

By: _____

Its: _____



RFP – Equipment Lease Purchase Financing
City of Orangeburg, SC

City Administrators,

Baystone Government Finance, a division of KS StateBank, has specialized in tax-exempt lease purchase financing for over three decades. Our personal attention to detail and 150+ years of combined experience has made us a leader in tax-exempt financing since our inception in 1988.

Chartered in 1969, KS StateBank is a full service community bank located in Manhattan, Kansas. KS StateBank has over \$2.3 billion in total assets including a portfolio of municipal obligations in excess of \$575 million. KS StateBank underwrites, documents, services, and funds over 1,500 municipal obligations originated by Baystone Government Finance each year.

Baystone Government Finance is an active member of both the Association of Governmental Leasing and Finance (AGL&F) and Equipment Leasing and Finance Association (ELFA). We have continuously attended and been involved with annual meetings and conferences.

I have attached for your review our formal proposal along with a sample payment schedule and staff list per the request. At Baystone, we have no fees for origination, titling, processing, etc. If you need any additional information, please contact me at 800-752-3562 or via email at kneathery@ksstate.bank.

Thank you,

A handwritten signature in blue ink that reads 'Karen Neathery'.

Karen Neathery
Account Manager
Baystone Government Finance
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503
Phone: 800.752.3562
Fax: 785.537.4806



Baystone Government Finance

May 11, 2023

FORMAL PROPOSAL

OBLIGOR: CITY OF ORANGEBURG, SC

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year term.

EQUIPMENT: RFP - EQUIPMENT LEASE PURCHASE FINANCING

OPTION 1

Acquisition Cost:	\$451,000.00	Term:	Three (3) years	First Payment Due:	August 1, 2023
Down Payment:	\$ 0.00	Payment Mode:	Annual	Payment Amount:	\$159,800.04
Trade In:	\$ 0.00	Interest Rate:	5.332%		
Principal Balance:	\$451,000.00	Rate Factor:	0.354324		

ESCROW STRUCTURE

- ✓ Escrow Funding Date: May 25, 2023
- ✓ No Premature Disbursements from Escrow Allowed.
- ✓ This rate expires on May 25, 2023.
- ✓ Escrow Agreement with KS StateBank.

Date Available	Total Available
September 1, 2023	\$451,000.00
Total:	\$451,000.00

- Interest Earnings in the no fee Escrow Account have been estimated and used to reduce borrowing cost incurred by the Obligor in the form of a lower interest rate.
- *In the event funding to escrow is delayed beyond May 25, 2023, Obligees reserves the right to adjust and determine a new rate.*
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- Prepayment: Payable anytime without penalty.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

BAYSTONE GOVERNMENT FINANCE

CITY OF ORANGEBURG, SC

Karen Neathery ~ kneathery@ksstate.bank
Account Manager

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806

City of Orangeburg, SC - Payment Schedule

Compounding Period: Annual

Nominal Annual Rate: 5.332%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	05/25/2023	451,000.00	1		
2 Payment	08/01/2023	159,800.04	3	Annual	08/01/2025

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	05/25/2023				451,000.00
1	08/01/2023	159,800.04	4,542.22	155,257.82	295,742.18
2	08/01/2024	159,800.04	15,768.78	144,031.26	151,710.92
3	08/01/2025	159,800.04	8,089.12	151,710.92	0.00
Grand Totals:		479,400.12	28,400.12	451,000.00	

Last Interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.332%	\$28,400.12	\$451,000.00	\$479,400.12



Baystone Government Finance

Staff Contact Information

Curt Loub – General Counsel, Executive Officer

cloub@ksstate.bank | Direct: 800-752-3562

Curt has served as general counsel for KS StateBank since 2008. He is also a member of the Kansas Bar Association.

Dave Burr – Assistant Vice President

dburr@ksstate.bank | Direct: 913-748-4628

Dave has 18 years' experience in finance and accounting and 7 years' experience in government leasing. Dave works closely with both existing and new customers to ensure the municipal leasing process is what's best for the community.

Karen Neathery – Account Manager

kneathery@ksstate.bank | Direct: 913.748.4622

Karen has 17 years' experience in finance and banking relationships. As the newest member to the staff, she is continuing to develop relationships by supporting Dave and his clients.

Jaymie Paavola –Vice President of Operations

jpaavola@ksstate.bank | Direct: 877-857-4054 ext. 322

Jaymie has 10 years' experience as the processing and client relations supervisor. She now leads a team of 25 administrators and highly trained Client Service Representatives that follow the deals through the system from credit to funding to ensure the process advances smoothly.

Evan Howe – Executive Vice President

ehowe@ksstate.bank | Direct: 800-752-3562

Evan is an attorney-at-law and has 30+ years' experience in government finance. Evan founded Baystone Government Finance, Formerly known as Baystone Financial Group, in 1988, and oversaw its acquisition by KS StateBank in 2009.



BankFunding, LLC

a subsidiary of a MBE/SWAM-certified firm

Stanley G. Oldroyd
Managing Director
BankFunding, LLC
14024 Clopper Road
Boys, MD 20841
Phone 301-518-4360
Email sol_droyd@comcast.net

May 11, 2023

Mr. John D. Singh
Assistant City Administrator
City of Orangeburg
979 Middleton Street
Orangeburg, SC 29116

via E-mail: john.singh@orangeburg.sc.us

Re: RFP – Lease-Purchase Financing

Dear Mr. Singh:

BankFunding, LLC is pleased to propose the following terms to provide tax-exempt lease-purchase financing of the new vehicles and equipment for the City, in accordance with your Request For Proposals.

BankFunding, LLC is not a registered Municipal Advisor with the SEC or MSRB, and is not acting as a municipal or financial advisor. The information provided in this document is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.

- Lessee:** **City Council of the City of Orangeburg, SC.**
Lessee is a state or political subdivision within the meaning of Section 103(e) of the Internal Revenue Code of 1986, as amended (the “Code”).
- Lessor:** **BankFunding, LLC, Boys, MD, on behalf of its Assignee/Designee.**
- Type of Financing:** Schedule under a tax-exempt Lease/Purchase Agreement (the “Agreement”). Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance and taxes. Payments due under the Agreement shall be based on the annual appropriation of funds during each year of the lease.
- Date of Funding:** assumed to be on or around June 9, 2023.

Mr. John D. Singh
May 11, 2023
Page 2

- Equipment Type:** various new vehicles and equipment, as outlined in the RFP, subject to review and acceptance by the Lessor.
- Amount Financed:** assumed to be \$451,000. in the aggregate.
- Lease Term / Rate:** 3 years / 4.61%, or as adjusted with movements in Treasury rates (see Proposal Expiration below).
- Payments:** Four (4) payments of \$121,747.97, payable annually in arrears, with the first payment due September 1, 2023, approximately as shown on the attached amortization schedule.
- Pre-Payment:** Lessee will have the option to pre-pay the remaining lease balance on any payment due date after the first anniversary for 101% of the remaining balance.
- Escrow Funding:** Subject to the terms of acceptance of this proposal, Lessor is willing to fund the final Amount Financed for this transaction into an escrow account as a means of holding the Lease Rate. In the event an escrow account is utilized, the escrow account will be used to pay equipment vendors, contractors, and any escrow expenses. Lessor will review and approve disbursement requests prior to disbursement of funds by the Escrow Agent.
- Reimbursement:** If Lessee intends to be reimbursed for any equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under Treasury Regulation Section 1.150.2.
- Authorized Signors:** Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.
- Legal Title:** Title to the equipment will be in the name of the Lessee. Lessor will be granted a security interest or lien on all collateral being financed.
- Insurance:** Lessee shall furnish confirmation of all-risk physical damage insurance coverage for the full cost of the property plus one million dollars (\$1,000,000) combined single limit property damage and bodily injury insurance covering the property. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.

Mr. John D. Singh
May 11, 2023
Page 3

Documentation: Documentation will be industry-standard and will be furnished by Lessor subject to negotiation between the parties.

Legal Opinion: Lessee's counsel shall furnish Lessor with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

Proposal Expiration: In order to hold the interest rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by May 15, 2023. If notification occurs by this date the Lessor will honor the quoted Lease Rate for a closing on or before June 11, 2023.

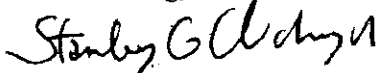
However, if notice is not received by May 15, 2023, or if funding does not take place by June 11, 2023, the Lease Rate and Lease Payment Amounts may be adjusted up or down in accordance with 79% of any change in the 3-year ICE swap rate (3.80% average for the week ended 5/5/2023).

Financial Statements: Lessee shall provide to Lessor updated financial statements as needed so that the Lessor has at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of the Lessor, and to mutually-acceptable documentation. To render a credit decision, Lessee shall provide Lessor with the information requested above.

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment. It is a pleasure to offer this proposal to the City. We look forward to your favorable acknowledgment.

Sincerely,
BankFunding, LLC



Stanley G. Oldroyd
Managing Director

cc: Michael E. Kozlarek, Esq., King Kozlarek Law, LLC

The proposed financing terms as outlined above are hereby agreed to and accepted by:

(Name)

(Title)

(Date)

Lessor: BankFunding, LLC
Lessee: City of Orangeburg, SC

	payment	4.61% interest	principal	balance	pre-payment
6/9/2023				\$ 451,000.00	N/A
9/1/2023	121,747.97	4,735.75	117,012.22	333,987.78	337,327.66
9/1/2024	121,747.97	15,396.84	106,351.13	227,636.65	229,913.01
9/1/2025	121,747.97	10,494.05	111,253.92	116,382.73	117,546.55
9/1/2026	121,747.97	5,365.24	116,382.73	(0.00)	0.00
	\$ 486,991.88	\$ 35,991.88	\$ 451,000.00		

EXHIBIT B
SELECTED PROPOSAL
[ATTACHED]



Truist Financial Corporation

Governmental Finance
5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Phone (704) 954-1700

May 10, 2023

Mr. John D. Singh,
City of Orangeburg
979 MIDDLETON ST
ORANGEBURG, South Carolina
29115-4790

Dear Mr. Singh:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Orangeburg ("Borrower").

PROJECT: purchase various equipment
AMOUNT: \$451,000.00

TERM OR MATURITY DATE: September 1, 2026

INTEREST RATE: 4.08000%

TAX STATUS: Tax Exempt-BQ

PAYMENTS: Interest: Annual
Principal: Annual

INTEREST RATE CALCULATION: 30/360

SECURITY: Equipment

PREPAYMENT TERMS: Prepayable in whole at any time without penalty

RATE EXPIRATION: 07/07/23

DOCUMENTATION/ LEGAL REVIEW FEE: N/A

FUNDING: Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

REPORTING REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please email me at Ashley.williams@gmail.com with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

Resolution Approving Financing Terms

WHEREAS: The CITY OF ORANGEBURG ("Borrower") has previously determined to undertake a project for the financing of purchase various equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated May 10, 2023. The amount financed shall not exceed \$451,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.08000%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 20__

By: _____

By: _____

Title: _____

Title: _____

SEAL



A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC UTILITIES TO NEGOTIATE WITH BULL SWAMP RURAL WATER COMPANY, INC. ("COMPANY") REGARDING THE CITY'S POTENTIAL ACQUISITION OF THE COMPANY'S WATER SYSTEM; THE CITY'S ACCEPTANCE AND ADMINISTRATION OF ONE OR MORE GRANTS; AND RELATED MATTERS.

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina:

SECTION 1. Findings.

WHEREAS, the City is a body corporate and politic organized under the laws of the State of South Carolina ("State") and possesses all powers granted by the Constitution and general laws of the State;

WHEREAS, the City is authorized and empowered to acquire, construct, own, finance, operate, and maintain a municipal water system;

WHEREAS, the City intends to explore the possibility of acquiring and rehabilitating the Company's private water system ("System") and all of the System's related assets;

WHEREAS, the System has requested the City to accept and administer two grants provided by the South Carolina Rural Infrastructure Authority, the information related to each grant is attached, respectively, as Exhibit A and Exhibit B (collectively, "Grants"), related to the System's operations and improvements.

WHEREAS, the City intends to explore the possibility of acquiring and rehabilitating the Company's private water system ("System") and all of the System's related assets;

WHEREAS, the City Council desires to authorize the matters, and only those matters, described in this Resolution.

SECTION 2. Authorization to Negotiate. The City Council authorizes the Manager of the Department of Public Utilities ("Manager"), and/or his designee(s), to explore the possibility of acquiring and rehabilitating the System and the related assets and to negotiate with the System's representatives regarding the same.

SECTION 3. Authorization to Accept and Administer Grants. The Grants and the documents related to the Grants, including each grant agreement (collectively, "Grant Documents") are accepted, and the City is authorized to administer the Grants according to the City's customary grant acceptance and administration process. Further, the form of the Grant Documents presented at this meeting as Exhibit A, and Exhibit B are approved, and all of the terms of each are incorporated in this Resolution by reference as they were set out in this Resolution in their entirety.

SECTION 4. Authorization to Execute and Deliver Grant Documents. The Mayor, the City Clerk, the City Administrator, and the Manager of the Department of Public Utilities, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution, attestation, and delivery of the Grant Documents and the performance of all obligations of the City under and pursuant to the Grant Documents.

SECTION 5. Further Authorization Reserved. Except as expressly provided in this Resolution, no definitive action to acquire and/or rehabilitate the System and the related assets shall be taken without further approval by City Council.

ADOPTED BY the City Council on May 16, 2023.

Mayor

Michael C. Beall



Members of Council

Danoka P. Koster
[Signature]
[Signature]
[Signature]
[Signature]

Attest: Linda McDaniel
City Clerk

EXHIBIT A
A-23-R156 BULL SWAMP RURAL WATER SYSTEM CONNECTION
(SEE ATTACHED 20 PAGES)

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

April 27, 2023

Mr. Sidney Evering II
City Administrator
City of Orangeburg
Post Office Box 387
Orangeburg, South Carolina 29116-0387

RE: A-23-R156: Bull Swamp Rural Water System Connection

Dear Mr. Evering:

Congratulations on your successful application for funding from the South Carolina Infrastructure Investment Program (SCIIP). This federally funded grant is administered by the South Carolina Rural Infrastructure Authority (RIA) using State and Local Fiscal Recovery Funds received through the American Rescue Plan Act.

In order to accept the Regional Solutions grant, it is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Award Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. For all activities funded in whole or in part by SCIIP, it will be necessary to follow procurement procedures that are consistent with the Uniform Administrative Requirements (2 CFR Part 200) for federal projects and to submit contractual agreements to the RIA prior to execution. SCIIP funds will not be disbursed until a *Notice to Proceed* has been issued by RIA and all contracts have been reviewed by our office.

You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is October 1, 2023. Timely submission of reports will ensure federal reporting requirements are met as well as allow for the processing of requests for payments from your grant award. Please include the assigned grant number(s) on all reports, requests for payment and correspondence. *SCIIP Project Management Procedures* and forms, which must be used in the administration of the grant, are also located on our website at www.ria.sc.gov. Please take time to review these procedures carefully.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Jackie Mack at 803-737-0392, or jcmack@ria.sc.gov.

Sincerely,

Handwritten signature of Bonnie Ammons in black ink.

Bonnie Ammons
Executive Director

cc: (via email): Warren Harley, Department of Public Utilities Manager, City of Orangeburg
Eric Odom, Water Division Director, City of Orangeburg
Josh Nexsen, Administrative Director of Finance, City of Orangeburg

Grantee:	City of Orangeburg	SCIIP Award Amount:	\$10,000,000
Grant Title:	Bull Swamp Rural Water System Connection	SCIIP Grant Number:	A-23-R156
Grant Period:	April 24, 2023 – June 1, 2026	State Award Amount:	\$500,000
Date of Award:	April 24, 2023	State Grant Number:	RG-23-R156

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above-named Grantee, in the amounts shown above, for the activities specified in the application, which is incorporated by reference and for the purposes authorized. The acceptance of these awards create a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement for which this is the signature page. Please note that the grant is also subject to the **Special Conditions** which are attached to and made a part of this Grant Award.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.

See the Special Conditions attached to this Grant Award.



Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

Acceptance for the Grantee:

Signature of Executive Official (with authority to execute contract)

Date

Name and Title of Chief Executive Official

Attest:

Signature of Authorized Official

Title of Authorized Official

Grantee:	City of Orangeburg	SCIIP Award Amount:	\$10,000,000
Grant Title:	Bull Swamp Rural Water System Connection	SCIIP Grant Number:	A-23-R156
Grant Period:	April 24, 2023 – June 1, 2026	State Award Amount:	\$500,000
Date of Award:	April 24, 2023	State Grant Number:	RG-23-R156

Special Conditions

1. Within 90 days (and prior to release of SCIIP funds), Grantee must submit one of the following: an executed agreement transferring ownership and operations of the Bull Swamp Rural Water Company to the grantee or letters of commitment (or resolution) signed by both parties that the systems will be consolidated before the project is complete.
2. Non-SCIIP or non-RIA funds must be used to pay for the water tank logo.
3. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
4. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
5. Grantee must comply with the SCIIP Project Management Procedures.

Grantee:	City of Orangeburg	SCIIP Award Amount:	\$10,000,000
Grant Title:	Bull Swamp Rural Water System Connection	SCIIP Grant Number:	A-23-R156
Grant Period:	April 24, 2023 – June 1, 2026	State Award Amount:	\$500,000
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Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

Acceptance for the Grantee:

Signature of Executive Official (with authority to execute contract)

Date

Name and Title of Chief Executive Official

Attest:

Signature of Authorized Official

Title of Authorized Official

Grantee:	City of Orangeburg	SCIIP Award Amount:	\$10,000,000
Grant Title:	Bull Swamp Rural Water System Connection	SCIIP Grant Number:	A-23-R156
Grant Period:	April 24, 2023 – June 1, 2026	State Award Amount:	\$500,000
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5. Grantee must comply with the SCIIP Project Management Procedures.



South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Grantee: City of Orangeburg
(SCIIP Grant #A-23-R156/State Grant #RG-23-R156)

In accordance with the provisions of the South Carolina Rural Infrastructure Act, Section 11-50-10, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "Code"), Act 244 of 2022, and the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office (EBO) and the South Carolina Rural Infrastructure Authority (the "Authority"), the Authority has established the South Carolina Infrastructure Investment Program (SCIIP) and does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). Acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application, including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with applicable state and federal laws, rules and regulations, the terms and conditions set forth in this Agreement, SCIIP requirements and project management procedures, as well as any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement. The Grant Award must be executed and returned to the Authority within 45 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement, including the Supplemental Terms and Conditions and Federal Award Identification attached to the Grant Agreement as **Exhibits A and B**.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the time period reflected in the Grant Award during which the Grant will be implemented.

- (f) Contractor means a third-party contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose service district, public works commission, or joint municipal organization designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: SCIP REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 C.F.R. Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and any project management procedures provided by the Authority. The Grantee must also comply with the terms of this Agreement, as supplemented by Exhibit A and by this reference made a part hereof.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is incorporated by reference and made a part of this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds. Any pre-award expenses must have been incurred on or after March 3, 2021 and should be identified in the Application. The Authority must review any pre-award expenses and confirm compliance with State and federal requirements before approving reimbursement. The Grantee acknowledges that all SLFRF funds in the SCIP must be expended by the Authority on or before December 31, 2026 and that Grantee must seek payment for approved pre-award costs and other eligible expenditures during the Grant Period.

Section 5: PAYMENT. The Grantee must submit to the Authority during the Grant Period a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements (also referred to as Uniform Guidance) found in 2 C.F.R. Part 200. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT REQUIREMENTS. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. If the Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must be conducted in accordance with 2 C.F.R. Part 200, Subpart F – Audit Requirements. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Federal award identification for auditing purposes is located in **Exhibit B** attached hereto.

Section 8: GRANTEE CERTIFICATION. By signing this Agreement and accepting the Grant, the Grantee certifies that:

- (a) Grantee agrees to comply in all respects with:
 - a. All applicable United States Treasury rules, policies, procedures, and directives;
 - b. Uniform Guidance under 2 C.F.R. Part 200, including uniform administrative requirements, cost principles, and audit requirements; and

- c. All reporting and compliance guidance published to date and that may be published in the future
- (b) Grantee uses an effective internal control system;
- (c) Grantee will provide for matching funds as set forth in the Application, or any amendments appended hereto, and such matching contribution, if required, shall not include federal non-SLFRF funds, unless otherwise approved by the federal agency; and
- (d) Neither the Grantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Authority or any local government department or agency. The Grantee further agrees that it will immediately notify the Authority if during the term of this Agreement it or any of its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, the Authority or local government department or agency.

Section 9: PROCUREMENT: All purchases of goods and services made with Grant funds shall be procured in compliance with the requirements set forth in 2 C.F.R. Part 200.317-27.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority (or other State Agency) and/or the United States Treasury documentation of the procurement process used in connection with expenditure of Grant funds. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 10: NON-DISCRIMINATION. The Grantee agrees to comply with the federal nondiscrimination requirements in 2 C.F.R. Part 200.321 and as set forth in Exhibit A, Section 5 and shall require that its Subrecipients and Contractors with these same requirements.

Section 11: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a Subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State or federal government.

The Grantee must submit all proposed agreements with Subrecipients or Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable law.

Section 12: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under applicable law.

Section 13: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 14: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 15: PROJECT START-UP. The Project must be substantially underway within a reasonable period of time, as determined by the Authority in its sole discretion, in order to meet federal expenditure guidelines applicable to SLFRF funds. If the Grantee does not begin the Project within a reasonable period as determined by the Authority, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee, and terminate this Agreement.

Section 16: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 17: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 18: FUNDING UNDERRUNS/OVERRUNS. In the event of cost underruns, the Grantee must consult with the Authority to determine in the Authority's sole discretion whether remaining Grant funds will be redirected to other eligible activities or returned to the Authority. The Grantee agrees that it will commit and provide monies from other non-SLFRF funds for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for cost overruns.

Section 19: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority and/or de-obligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension of the Grant Period to complete the Project; provided, however, that the Authority definitively determines that all federal dollars shall be expended by December 31, 2026. The Authority may terminate the Grant if it cannot be completed in a timely manner and require that any portion of the Grant not disbursed to the Grantee be de-obligated and reverted back to the Authority for reallocation to other eligible projects at the discretion of the Authority, subject to any approvals required by Act 244.

Section 20: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the quarter after Grant Award. Quarters begin and quarterly reports are due on January 1, April 1, July 1 and October 1 each year. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the United States Treasury as such reports relate to the SLFRF and ARPA.

Section 21: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of five years after its final disposition or until December 31, 2031, whichever is later. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of five years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 22: MONITORING. The Grantee acknowledges that the Grant is subject to 2 C.F.R. Part 200.331 regarding monitoring and management and that Grantee must maintain all Project-related or Grant-related records for review by the Authority (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIIP guidelines, or other State or federal requirements. Such records shall be made available for random audit and review by the Authority (or other State agency) and/or the United States Treasury, which shall have access to personnel of the Grantee for purposes of interview and discussion related to the records. Generally, the monitoring entity will provide at least 24-hour advance notice of any review to be completed during business hours. Deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified herein.

Section 23: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will

complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds. If completion of the Project does not require the full amount of the Grant, and the timing of the completion does not allow for re-obligation of the funds, the Authority may further reduce the adjusted amount of the Grantee's matching contribution in an amount equivalent to the remaining Grant funds, subject to any approvals required by Act 244.

Section 24: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- other sanctions as deemed appropriate by the Authority.

Section 25: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon thirty (30) days written notification.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall maintain a conflict of interest policy in compliance with federal requirements as set forth in **Exhibit A**, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this

Agreement this provision prohibiting such interest. The Grantee shall further comply with Section 8-13-100 et. seq. of the Code and generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and/or state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Sidney Evering II
City Administrator
City of Orangeburg
Post Office Box 387
Orangeburg, South Carolina 29116-0387

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are dependent upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure pursuant to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.



EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS

1. Use of Funds.
 - a. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
2. Maintenance of and Access to Records
 - a. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.
3. Pre-award Costs. Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



4. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantees must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

5. Compliance with Applicable Law and Regulations.
 - a. Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. All contracts made by Grantee in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and



- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.



EXHIBIT B

FEDERAL AWARD IDENTIFICATION

1. Grantee's name: City of Orangeburg
2. Grantee's Tax Identification Number (TIN): _____
3. Grantee's Unique Entity Identifier (UEI) for SAM.gov _____
4. Federal Award Identification Number (FAIN): SLFRP5410
5. Federal Award Date: March 3, 2021
6. Sub-Award Period of Performance¹: 4/24/2023 – 6/1/2026
7. Amount of federal funds obligated to the Grantee by the Agreement: \$10,000,000
8. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act (ARPA) provides funding to make necessary investments in water, sewer, and infrastructure. The end goal/expected outcomes of these funds are to make the necessary investments in water and sewer infrastructure.

9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: U.S. Treasury

Pass-Through Entity: South Carolina Rural Infrastructure Authority
Bonnie Ammons, Executive Director
1201 Main Street, Suite 1600
Columbia, South Carolina 29201
(803)737-0390 | info@ria.sc.gov

10. CFDA Number and Name: 21.027 Coronavirus State and Local Fiscal Recovery Funds
11. Is the grant award for research and development (R&D)? No

¹ Sub-Award Period of Performance is also Grantee's Grant Period as defined in the Agreement.

EXHIBIT B
A-23-C155 WATER SYSTEM CONNECTION
[SEE ATTACHED 20 PAGES]

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

April 27, 2023

Mr. Sidney Evering II
City Administrator
City of Orangeburg
Post Office Box 387
Orangeburg, South Carolina 29116-0387

RE: A-23-C155: Water System Improvements

Dear Mr. Evering:

Congratulations on your successful application for funding from the South Carolina Infrastructure Investment Program (SCIIP). This federally funded grant is administered by the South Carolina Rural Infrastructure Authority (RIA) using State and Local Fiscal Recovery Funds received through the American Rescue Plan Act.

Your grant award represents a reduction in the amount requested primarily due to the extraordinary demand for project assistance. We believe the project is still viable at this funding level but may require either a commitment of funds from other sources or a reduction in the scope of work. Please note the conditions in your grant agreement or contact RIA for more information.

In order to accept the Community Impact grant, it is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Award Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. For all activities funded in whole or in part by SCIIP, it will be necessary to follow procurement procedures that are consistent with the Uniform Administrative Requirements (2 CFR Part 200) for federal projects and to submit contractual agreements to the RIA prior to execution. SCIIP funds will not be disbursed until a *Notice to Proceed* has been issued by RIA and all contracts have been reviewed by our office.

You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is October 1, 2023. Timely submission of reports will ensure federal reporting requirements are met as well as allow for the processing of requests for payments from your grant award. Please include the assigned grant number(s) on all reports, requests for payment and correspondence. *SCIIP Project Management Procedures* and forms, which must be used in the administration of the grant, are also located on our website at www.ria.sc.gov. Please take time to review these procedures carefully.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Jackie Mack at 803-737-0392, or jcmack@ria.sc.gov.

Sincerely,

Handwritten signature of Bonnie Ammons in blue ink.

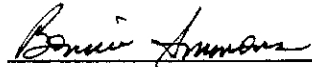
Bonnie Ammons
Executive Director

cc: (via email): Eric Odom, Water Division Director, City of Orangeburg
Josh Nexsen, Administrative Director of Finance, City of Orangeburg
Warren Harley, Department of Public Utilities Manager, City of Manager

Grantee:	City of Orangeburg	Date of Award:	April 24, 2023
Grant Title:	Water System Improvements	SCIIP Award Amount:	\$3,409,825
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C155

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards to the above-named Grantee, in the amount shown above, for the activities specified in the application which is incorporated by reference and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement for which this is the signature page. Please note that the grant is also subject to the **Special Conditions** which are attached to and made a part of this Grant Award.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.



Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

Acceptance for the Grantee:

Signature of Executive Official (with authority to execute contract)

Date

Name and Title of Chief Executive Official

Attest:

Signature of Authorized Official

Title of Authorized Official

Grantee:	City of Orangeburg	Date of Award:	April 24, 2023
Grant Title:	Water System Improvements	SCIIP Award Amount:	\$3,409,825
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C155

Special Conditions

1. Grantee must submit a revised grant application (including: project maps, cost estimate and project description) that is consistent with the approved SCIIP grant award. Contact RIA for more information.
2. If any SCIIP funds will be used to reimburse pre-award expenses, including engineering services, materials, or construction, grantee must submit those expenses as well as procurement documentation and compliance with state and federal requirements for RIA review before reimbursement.
3. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
4. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
5. Grantee must comply with the SCIIP Project Management Procedures.

Grantee:	City of Orangeburg	Date of Award:	April 24, 2023
Grant Title:	Water System Improvements	SCIIP Award Amount:	\$3,409,825
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C155

Special Conditions

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3. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
4. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
5. Grantee must comply with the SCIIP Project Management Procedures.

Authorized Signatures for Payments and Checks

Please **print** or **type** the following information.

<p>Block 1: Grantee Name & Address</p> <p>SCIIP Grant #: A-23-C155 RIA State Grant # (if applicable): N/A Project Title: Water System Improvements Grantee: City of Orangeburg Address: Post Office Box 387 Orangeburg, South Carolina 29116-0387</p> <p>NEW! SAM.gov Unique Entity Identifier (UEI): _____</p>	<p>Block 2: Processing Method for Payments</p> <p>Is your organization set up to receive direct deposits from the State Treasurer's Office (STO)? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please go to www.Treasurer.sc.gov/ach and complete the enrollment form. Until you are enrolled in the electronic payment method, the STO will mail checks to the address listed on the federal Request for Taxpayer Identification Number and Certification Form (W-9) which is on file at the STO. Please contact the STO to update the form if you have had a change in address.</p> <p><i>Upon receipt of the check or direct deposit, you should promptly deposit it in the account designated for this grant.</i></p>						
<p>Block 3: Individuals Authorized to Sign RIA Request for Payment Forms and Checks</p> <p><i>Please list all individuals who typically sign checks on behalf of the grantee in the spaces below. Additional forms may be used if needed. Only individuals listed in Block 3 are authorized to request funds or sign checks using RIA grant funds. Two authorized signatures are required on all checks using grant funds. Only one authorized signature is required on RIA Request for Payment forms.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p>A. Name: _____ Title: _____ Original Signature: _____</p> </td> <td style="width: 50%; padding: 5px;"> <p>B. Name: _____ Title: _____ Original Signature: _____</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>C. Name: _____ Title: _____ Original Signature: _____</p> </td> <td style="padding: 5px;"> <p>D. Name: _____ Title: _____ Original Signature: _____</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>E. Name: _____ Title: _____ Original Signature: _____</p> </td> <td style="padding: 5px;"> <p>F. Name: _____ Title: _____ Original Signature: _____</p> </td> </tr> </table>		<p>A. Name: _____ Title: _____ Original Signature: _____</p>	<p>B. Name: _____ Title: _____ Original Signature: _____</p>	<p>C. Name: _____ Title: _____ Original Signature: _____</p>	<p>D. Name: _____ Title: _____ Original Signature: _____</p>	<p>E. Name: _____ Title: _____ Original Signature: _____</p>	<p>F. Name: _____ Title: _____ Original Signature: _____</p>
<p>A. Name: _____ Title: _____ Original Signature: _____</p>	<p>B. Name: _____ Title: _____ Original Signature: _____</p>						
<p>C. Name: _____ Title: _____ Original Signature: _____</p>	<p>D. Name: _____ Title: _____ Original Signature: _____</p>						
<p>E. Name: _____ Title: _____ Original Signature: _____</p>	<p>F. Name: _____ Title: _____ Original Signature: _____</p>						
<p>Block 4: Authorized Chief Executive Official</p> <p><i>I certify that the individuals whose signatures appear in Block 3 are authorized to sign checks and make requests for payment on the grant. I also understand that as the certifying official, I cannot sign checks or make requests for payment.</i></p> <p>Name: _____ Title: _____ Address: _____ _____ Zip Code: _____</p> <p>Phone: _____ Email: _____ Original Signature: _____</p>	<p>Submit to RIA</p> <p>Return this form to RIA within 30 days of receipt of grant award.</p> <p>If additional authorized individuals are needed in Block 3, submit additional forms/pages.</p> <p>If staff changes occur, revise and resubmit this form.</p> <p>Remember: Only individuals listed in Block 3 are authorized to request funds or sign checks using SCIIP or RIA state grant funds. Two signatures are required on checks.</p> <p>The individual who signs Block 4 must be a Chief Executive Official or other authorized official such as the council chair. The person in Block 4 cannot also be listed in Block 3.</p>						

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Grantee: City of Orangeburg (Grant #A-23-C155)

In accordance with the provisions of the South Carolina Rural Infrastructure Act, Section 11-50-10, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "Code"), Act 244 of 2022, and the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office (EBO) and the South Carolina Rural Infrastructure Authority (the "Authority"), the Authority has established the South Carolina Infrastructure Investment Program (SCIIP) and does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). Acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application, including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with applicable state and federal laws, rules and regulations, the terms and conditions set forth in this Agreement, SCIIP requirements and project management procedures, as well as any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement. The Grant Award must be executed and returned to the Authority within 45 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement, including the Supplemental Terms and Conditions and Federal Award Identification attached to the Grant Agreement as **Exhibits A and B**.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the time period reflected in the Grant Award during which the Grant will be implemented.

- (f) Contractor means a third-party contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose service district, public works commission, or joint municipal organization designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: SCIP REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 C.F.R. Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and any project management procedures provided by the Authority. The Grantee must also comply with the terms of this Agreement, as supplemented by Exhibit A and by this reference made a part hereof.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is incorporated by reference and made a part of this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds. Any pre-award expenses must have been incurred on or after March 3, 2021 and should be identified in the Application. The Authority must review any pre-award expenses and confirm compliance with State and federal requirements before approving reimbursement. The Grantee acknowledges that all SLFRF funds in the SCIP must be expended by the Authority on or before December 31, 2026 and that Grantee must seek payment for approved pre-award costs and other eligible expenditures during the Grant Period.

Section 5: PAYMENT. The Grantee must submit to the Authority during the Grant Period a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements (also referred to as Uniform Guidance) found in 2 C.F.R. Part 200. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT REQUIREMENTS. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. If the Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must be conducted in accordance with 2 C.F.R. Part 200, Subpart F – Audit Requirements. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Federal award identification for auditing purposes is located in **Exhibit B** attached hereto.

Section 8: GRANTEE CERTIFICATION. By signing this Agreement and accepting the Grant, the Grantee certifies that:

- (a) Grantee agrees to comply in all respects with:
 - a. All applicable United States Treasury rules, policies, procedures, and directives;
 - b. Uniform Guidance under 2 C.F.R. Part 200, including uniform administrative requirements, cost principles, and audit requirements; and

- c. All reporting and compliance guidance published to date and that may be published in the future
- (b) Grantee uses an effective internal control system;
- (c) Grantee will provide for matching funds as set forth in the Application, or any amendments appended hereto, and such matching contribution, if required, shall not include federal non-SLFRF funds, unless otherwise approved by the federal agency; and
- (d) Neither the Grantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Authority or any local government department or agency. The Grantee further agrees that it will immediately notify the Authority if during the term of this Agreement it or any of its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, the Authority or local government department or agency.

Section 9: PROCUREMENT: All purchases of goods and services made with Grant funds shall be procured in compliance with the requirements set forth in 2 C.F.R. Part 200.317-27.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority (or other State Agency) and/or the United States Treasury documentation of the procurement process used in connection with expenditure of Grant funds. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 10: NON-DISCRIMINATION. The Grantee agrees to comply with the federal nondiscrimination requirements in 2 C.F.R. Part 200.321 and as set forth in **Exhibit A**, Section 5 and shall require that its Subrecipients and Contractors with these same requirements.

Section 11: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a Subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State or federal government.

The Grantee must submit all proposed agreements with Subrecipients or Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable law.

Section 12: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under applicable law.

Section 13: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 14: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 15: PROJECT START-UP. The Project must be substantially underway within a reasonable period of time, as determined by the Authority in its sole discretion, in order to meet federal expenditure guidelines applicable to SLFRF funds. If the Grantee does not begin the Project within a reasonable period as determined by the Authority, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee, and terminate this Agreement.

Section 16: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 17: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 18: FUNDING UNDERRUNS/OVERRUNS. In the event of cost underruns, the Grantee must consult with the Authority to determine in the Authority's sole discretion whether remaining Grant funds will be redirected to other eligible activities or returned to the Authority. The Grantee agrees that it will commit and provide monies from other non-SLFRF funds for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for cost overruns.

Section 19: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority and/or de-obligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension of the Grant Period to complete the Project; provided, however, that the Authority definitively determines that all federal dollars shall be expended by December 31, 2026. The Authority may terminate the Grant if it cannot be completed in a timely manner and require that any portion of the Grant not disbursed to the Grantee be de-obligated and reverted back to the Authority for reallocation to other eligible projects at the discretion of the Authority, subject to any approvals required by Act 244.

Section 20: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the quarter after Grant Award. Quarters begin and quarterly reports are due on January 1, April 1, July 1 and October 1 each year. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the United States Treasury as such reports relate to the SLFRF and ARPA.

Section 21: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of five years after its final disposition or until December 31, 2031, whichever is later. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of five years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 22: MONITORING. The Grantee acknowledges that the Grant is subject to 2 C.F.R. Part 200.331 regarding monitoring and management and that Grantee must maintain all Project-related or Grant-related records for review by the Authority (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIIP guidelines, or other State or federal requirements. Such records shall be made available for random audit and review by the Authority (or other State agency) and/or the United States Treasury, which shall have access to personnel of the Grantee for purposes of interview and discussion related to the records. Generally, the monitoring entity will provide at least 24-hour advance notice of any review to be completed during business hours. Deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified herein.

Section 23: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will

complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds. If completion of the Project does not require the full amount of the Grant, and the timing of the completion does not allow for re-obligation of the funds, the Authority may further reduce the adjusted amount of the Grantee's matching contribution in an amount equivalent to the remaining Grant funds, subject to any approvals required by Act 244.

Section 24: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- other sanctions as deemed appropriate by the Authority.

Section 25: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon thirty (30) days written notification.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall maintain a conflict of interest policy in compliance with federal requirements as set forth in **Exhibit A**, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this

Agreement this provision prohibiting such interest. The Grantee shall further comply with Section 8-13-100 et. seq. of the Code and generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and/or state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Sidney Evering II
City Administrator
City of Orangeburg
Post Office Box 387
Orangeburg, South Carolina 29116-0387

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are dependent upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure pursuant to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.



EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS

1. Use of Funds.

- a. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Maintenance of and Access to Records

- a. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.

3. Pre-award Costs. Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



4. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantees must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

5. Compliance with Applicable Law and Regulations.
 - a. Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. All contracts made by Grantee in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and



- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.



EXHIBIT B

FEDERAL AWARD IDENTIFICATION

1. Grantee's name: City of Orangeburg
2. Grantee's Tax Identification Number (TIN): _____
3. Grantee's Unique Entity Identifier (UEI) for SAM.gov _____
4. Federal Award Identification Number (FAIN): SLFRP5410
5. Federal Award Date: March 3, 2021
6. Sub-Award Period of Performance¹: 4/24/2023 – 6/1/2026
7. Amount of federal funds obligated to the Grantee by the Agreement: \$3,409,825
8. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act (ARPA) provides funding to make necessary investments in water, sewer, and infrastructure. The end goal/expected outcomes of these funds are to make the necessary investments in water and sewer infrastructure.

9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: U.S. Treasury

Pass-Through Entity: South Carolina Rural Infrastructure Authority
Bonnie Ammons, Executive Director
1201 Main Street, Suite 1600
Columbia, South Carolina 29201
(803)737-0390 | info@ria.sc.gov

10. CFDA Number and Name: 21.027 Coronavirus State and Local Fiscal Recovery Funds
11. Is the grant award for research and development (R&D)? No

¹ Sub-Award Period of Performance is also Grantee's Grant Period as defined in the Agreement.