

City Council Minutes
October 17, 2023

Orangeburg City Council held its regularly scheduled meeting on Tuesday, October 17, 2023, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

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

A motion was made by Councilmember Stroman, seconded by Councilmember Kalu to approve the October 3, 2023, City Council minutes. The motion was unanimously approved.

Colonel Richard Leonard, 1871 Broughton Street; Mr. Zach Leonard, 907 Riverside Drive; and Mr. Curt Campbell appeared before Council concerning the North Edisto River. Colonel Leonard stated, "The Edisto River is the longest Black River in North America and Orangeburg is the only city that it flows through. I have two requests tonight. First request is that we clean up the river from bank to bank within the City limits of Orangeburg when the river is low so it can really be cleared. We have a house on Riverbank and for the last three years, we have not been able to boat to the boat landing. It is getting worse and worse. Now we cannot even leave our cove for the trees and overgrowth. I am asking at the City level to do something about this. We cannot wait for Federal Emergency Management Agency (FEMA) or another national disaster. Here is a photo Mr. Campbell's mother took in 1965 showing the river clear. You can see what it could be as far as a recreational area for the City of Orangeburg. We have a jewel in this community, and we are not taking care of it. Currently, it will take professionals to clear it. Second request is to clear the trees and undergrowth along Riverside Drive to the Orangeburg County Arts Center so when you drive around the road, you can see the river."

City Administrator Evering stated, "I am happy to look into it and explore what can be done to clean it up."

Mayor Butler stated, "We agree, the Edisto River is a precious jewel to our City. We have plans for that area, and we will support our City Administrator in hopefully getting it cleaned up."

Councilmember Stroman stated, "Three or four years ago we received money from the state to clean up the river. We should talk to our senators to request money to clean it up."

Councilmember Kalu stated, "When we talk about developing downtown, the river is part of the downtown."

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to approve second reading of an ordinance authorizing the transfer of approximately 1.137 acres of real property known as the Palmetto Inn and Suites located at 465 Orange Street, TMP #0173-14-12--004.000. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance amending and restating the business license ordinance to make certain other modifications to the City's business license procedures. He stated, "In 2020 the general assembly passed the South Carolina Business License Tax Standardization Act that requires all municipalities to adopt a standard business license from May 1 through April 30 and update business license rates. Ms. Melissa Harrill has worked with our finance department as you might recall from our budget workshops, and she will give you context and background on business licenses."

Ms. Melissa Harrill, MRB Group Consultant stated, "Listed in the statute all municipalities and counties that have a business license tax are mandated to update their Appendix B, class schedule, every other year. This year it is effective May 1, 2024. The NAICS classes on several businesses shifted down a class going from a more expensive rate to a lower rate. My recommendation to administration was to tweak your rates, make a few other adjustments and update the class

schedule. Peddlers was deleted as the SC Municipal Association (MASC) recommended. Day vendors such as the Rose Festival are still listed with the charge of \$25 per event. Special Events were added which is next on your agenda where promoters will also have to pay a business license tax. Mr. Evering asked me to compare your rates to your peer cities of Florence, Sumter, and Aiken. Your rates are significantly less than Florence, almost identical to Sumter at the beginning and then Sumter goes up much more quickly in the one thousand and you are the same as Aiken. You are in your peer ballpark, and you have not raised your rate in several years.”

A motion was made by Councilmember Kalu, seconded by Councilmember Knotts to approve first reading of an ordinance amending and restating the business license ordinance to make certain other modifications to the City’s business license procedures. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance adding Section 14 Chapter 7 of the City Code to provide for regulation of special events. He stated, “Ms. Harrill and Chief Austin have been working on this ordinance and will provide the context for your consideration.”

Ms. Harrill stated, “We modeled this after the City of Cayce special events ordinance and permit process. The theory is that the promoter of these events buys a business license, applies for the permit, then pays for the license and all vendors are covered under the promoter’s license. Therefore, the City does not have to find a caterer, florist, etc. as it is all covered under this private event. Since there are so many hoops that we are asking these promoters to go through, we made it all under one bundle. There are multiple pieces to this. This ordinance is just a few pages, but the guidelines are three times the length because we are trying to accomplish multiple things. Not only for the City to be able to control what is being housed within the community for the community’s benefit, but there will be one person in the City to manage all the parts and pieces of this. There will be clear expectations of what the promoter is to accomplish. Every form will be given to him/her, and forms will be available online. There will be a 30-day notice. You create a chain of command that now the promoter must designate one person that will be there. By streamlining the process for both the City and the businesses, you are making it easier for the vendors and the promoters. This will be a trial run and we will come back in a year to tweak from lessons learned and things to improve.”

DPS Chief Austin stated, “The past year we have had an influx of vendors and promoters coming from out of the City and out of state. A lot of special events we learn about the day of the event, We have to get resources together and find the person who is the actual sponsor or promoter which gets even more difficult because nobody claims responsibility. When we start to check into the matters further and find that it was advertised on Eventbrite, and the sponsor has collected the money and gone. It has put a strain on our resources and challenged our ability to ensure that our communities and permanent citizens are safe. We strongly support the proposed ordinance as it will give ODPS more time to prepare for crowd control, traffic control, and inspections for the events. The 30-day requirement will allow time to meet with vendors and sponsors and explain to them our ordinance. It will also allow us to set a close time because often, these folk get an alcohol permit, and will go over into Sunday morning or the next day with a one-day permit.”

Councilmember Grevious asked, “Does this include a house party that could grow into something large and could become a nuisance to the community or is this an event that is being held at a hall or on public or private property?”

Chief Austin replied, “It is primarily for public and private property venue locations.”

Councilmember Grevious asked, “Is it limited to a certain number of anticipated attendees at the party? What qualifies it as a special event, a certain number of attendances?”

Ms. Melissa Harrill replied, “This is not intended for a birthday party in a home. DPS can shut those down if needed. DPS does not have what is needed to deal with private parties. To answer your second question, they must abide by the fire rules with their capacity if it is a business that is selling tickets or have vendors that are making a profit.”

City Attorney John Marshall Mosser read the definition from the ordinance. He stated, “The definition of special event means any activity on private or public property requiring prior

invitation, paid admission, or tickets. Events include but are not limited to festivals, block parties, races, musical events, concerts, exhibitions, fairs, carnivals, or other announced public gatherings on any public street, right away or property in the City. Special events for the purposes of the permitting process and permit required by this article does not include a wedding, commitment ceremony, or an event held inside a church, place of worship, school, assembly hall, concert hall, government building, a funeral procession sponsored by a licensed mortuary, or picketing as allowed by City Ordinance.”

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Kalu to approve the first reading of an ordinance adding article of the City Code to provide for regulation of special events. The motion was unanimously approved.

City Administrator Evering addressed Council concerning appointment to the Election Commission for unexpired term ending 03-31-2025. He stated, “We received two nominations from Council as follows, Mr. Henry Ideozu nominated by Councilmember Kalu and Ms. Georgene Hightower nominated by Councilmember Knotts.”

Ms. Georgene Hightower was appointed to the Election Commission unexpired term ending 03-31-2025. The vote was 5-1-1. Councilmember Grevious abstained.

DPS Chief Charles Austin addressed Council concerning Citizens Advisory Panel (CAP) update. He stated, “We are making progress with the Citizens Advisory Panel. We are at the point where we are soliciting your appointments. Once you determine who you want to appoint, please send that person to our headquarters. We will give them an application to complete and return to us. We will conduct a background check on the individual. Once that is complete, we will bring the appointments to Council for a vote for the entire panel. We would like to have our first training session the second week in January. This panel will consist of ten members. Each member of Council will have an appointment, two appointees from DPS consisting of one from the fire division and one from the police division. And then Council will appoint a high school student who is at least 16 years old. Each person who serves on the panel will have to be residents of the City.”

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Kalu to approve second reading of an ordinance adopting amended Natural Gas Rates for the Department of Public Utilities effective on November 8, 2023. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning a resolution – Declaration of official intent to reimburse expenditures for certain capital projects with the proceeds of a not to exceed \$21,000,000 combined Public Utility System Revenue Bond. He stated, “If you recall during our budget process, we built our budget for much needed improvements to our system, particularly in the electric division. We are currently working on the bond ordinance for approximately \$21,000,000. We are asking Council to approve a resolution that would give us the ability to pick up any cost that we incur during this period prior to the passing of the bond ordinance. Any project that we may have materials to order to get ahead of lead times, we would be able to look back and capture them in the bond.”

Councilmember Hannah asked, “Is this the total? Is this only for electric?”

DPU Manager Harley stated, “It is the total of what we project we would spend for projects in the Electric Division. Remember there is another smaller bond for a water project that is projected to be about \$12,000,000 but we are not prepared to bring that forward yet. We passed the rate increase that will pay for the cost of these bonds.”

A motion was made by Councilmember Hannah, seconded by Councilmember Keitt to approve a resolution – Declaration of official intent to reimburse expenditures for certain capital projects with the proceeds of a not to exceed \$21,000,000 combined Public Utility System Revenue Bond. The motion was unanimously approved.

A motion was made by Councilmember Stroman, seconded by Mayor Pro Tem Keitt to go into to Executive Session concerning 1) discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice covered by the attorney-client privilege SC Sec. 30-4-70 (a)(2) - UNC/DFI Affordable Housing, 2) discussion of

negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice covered by the attorney-client privilege SC Sec. 30-4-70 (a)(2) Development SC – Affordable Housing, 3) discussion of negotiations incident to proposed contractual arrangements involving the receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege – DPU Power Purchase Agreement SC Code 30-4-70(a)(2), 4) receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – SC Code 30-4-70(a)(2) – Cardona-Rigney and 5) discussion of negotiations incident to proposed contractual arrangements, the receipt of legal advice where the legal advice relates matters covered by the attorney-client privilege – SC Code 30-4-70(a)(2) – Grant Agreements. The motion was unanimously approved.

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to return to open session. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning a resolution approving a power purchase agreement between the City and Duke Energy Carolinas, LLC. He stated, “This is a good opportunity. As a reminder to Council, this power purchase agreement would provide DPU with power for the next 15 years per the terms of the contract and we recommend approval of this agreement and allowing me to sign.”

A motion was made by Councilmember Kalu, seconded by Mayor Pro Tem Keitt to approve a resolution approving a power purchase agreement between the City and Duke Energy Carolinas, LLC. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning authorization for DPU Manager to resolve Cardona-Rigney matter. He stated, “We ask that Council give me authority to follow through what was discussed.”

A motion was made by Councilmember Stroman, seconded by Councilmember Kalu to authorize DPU Manager to resolve Cardona-Rigney matter. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution authorizing the execution and delivery of annual budget appropriation program agreements and related matters. He stated, “This would require that nonprofits and organizations requesting City funds, do so pursuant to a grant program whereby they would have to apply for the funding and adhere to certain parameters and requirements to include the City to be entitled to review annual audits and that the organization would be required to make reports to Council as to how the funds are spent.”

A motion was made by Mayor Pro Tem Keitt, seconded by Councilmember Kalu to approve a resolution authorizing the execution and delivery of annual budget appropriation program agreements and related matters. The motion was unanimously approved.

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

Respectfully submitted,

Linda McDaniel
Linda McDaniel
City Clerk





RESOLUTION DIRECTING THE CITY ADMINISTRATOR TO DEVELOP AN ANNUAL BUDGET, GRANT APPLICATION FORM; ADOPTING THE SUBSTANTIALLY FINAL FORM OF A GRANT PROGRAM AGREEMENT; AUTHORIZING THE CITY ADMINISTRATOR TO FINALIZE, EXECUTE, AND DELIVER THE GRANT PROGRAM AGREEMENT RELATED TO EACH BUDGET APPROPRIATION GRANTEE; AUTHORIZING THE CITY ADMINISTRATOR TO ADMINISTER AND OVERSEE THE BUDGET APPROPRIATION GRANT PROGRAM; AND PROVIDING FOR 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 to the same by the Constitution and general laws of the State;

WHEREAS, the City appropriates funds according to the City's annual fiscal year budget;

WHEREAS, the City often receives *ad hoc* budget appropriation requests for grants from various organizations in and around the City;

WHEREAS, the City desires to make the process associated with these types of requests more efficient for the applicants and the City and to provide for better oversight of the expenditure of public funds once appropriated by the City;

WHEREAS, the City now desires (a) to authorize the City Administrator to develop certain grant program documents and processes, (b) to approve a grant agreement (the substantially final form of which is attached to this Resolution as Exhibit A, "Agreement") and (c) to authorize the City Administrator to provide direct oversight and administration of the grant program.

SECTION 2. Grant Program Authorizations.

- a. The City Council authorizes and directs the City Administrator to develop an annual budget grant application form, which the City Administrator shall use to provide for a uniform process for annual budget grant requests to be reviewed by the City Administrator and, as and if deemed appropriate by the City Administrator, presented to City Council for consideration of inclusion in the immediately succeeding fiscal year's budget;
- b. The City Council adopts the Agreement as the substantially final form of the City's grant program agreement, with such changes between the adopted form and the final form as are not materially adverse to the City;
- c. The City Council authorizes and directs the City Administrator to finalize, execute, and deliver the grant program agreement with respect to each grant recipient;
- d. The City Council authorizes and directs the City Administrator to administer and oversee the grant program and provide periodic reports to the City Council with respect to each grant recipient's use of grant funds; and
- e. The City Council authorizes and directs the City Administrator to provide other feedback to the City Council regarding the efficacy of the grant program and potential improvements in the program and the processes and documents related to the program.

SECTION 3. General Authorization. The City Council authorizes the City Administrator to delegate his duties under this Resolution to one or more City employees and/or vendors of the City, and further authorizes the City Administrator, or his designee, to take whatever further actions, and to execute and deliver whatever further documents as may be appropriate to implement this Resolution's intent.

SECTION 4. General Repealer. Each resolution, or order of the City, or any part of the same in conflict with this Resolution, is to the extent of that conflict, repealed.

ADOPTED BY the City Council on October 17, 2023.



Mayor

Michael C. Bull

Members of Council

Robert Skema

ATQ

Stanley P. Kuster

[Signature]

L. Zimmerman

[Signature]

Attest: Ruida M. Daniel
City Clerk

EXHIBIT A
SUBSTANTIALLY FINAL FORM
OF
BUDGET APPROPRIATION PROGRAM AGREEMENT

CITY OF ORANGEBURG
BUDGET APPROPRIATION PROGRAM AGREEMENT
[RECIPIENT ENTITY NAME – TO BE UPDATED PRIOR TO EXECUTION]

This City of Orangeburg Budget Appropriation Program Agreement (“Agreement”) is effective October 1, 202[], by and between the City of Orangeburg, South Carolina (“CITY”), a body corporate and politic organized and existing in the State of South Carolina (“State”), and [], a [] (“GRANTEE”).

WHEREAS, this Agreement relates to the receipt, acceptance, and expenditure of CITY-appropriated grant funds, and which have been approved for funding by the CITY according to the CITY’s current fiscal year’s budget ordinance, for the fiscal year October 1, 202[], through and including September 30, 202[] (“Grant Program”);

WHEREAS, the GRANTEE is authorized to execute this Agreement and deliver the same to the CITY;

WHEREAS, the GRANTEE authorizes the CITY to rely on this Agreement and the GRANTEE’s Grant Program Application, dated as of [] [], 202[] (“Application”), an executed copy of which is attached to this Agreement as Exhibit A, with the CITY’s having (a) no duty to investigate or confirm the information contained in this Agreement and/or the Application and (b) no liability for any misstatements of the GRANTEE contained in this Agreement and/or the Application;

WHEREAS, the GRANTEE shall expend the Grant Program funds for the sole purpose(s) as outlined in the Application, which purpose(s) are incorporated into this Agreement by reference;

WHEREAS, the GRANTEE acknowledges and agrees the GRANTEE’s execution and delivery of, and compliance with, this Agreement are material inducements to the CITY’s willingness to appropriate funds for the GRANTEE’s use; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the CITY and the GRANTEE do hereby covenant and agree as follows:

I. GRANTEE ACKNOWLEDGEMENTS AND COMMITMENTS.

1. The GRANTEE is a [governmental entity][501(c)(3) organization][recognized religious organization][recognized charitable organization] in good standing organized and existing to lessen the burdens of local government and shall remain so through the final expenditure of any funds awarded pursuant to the Grant Program.
2. The GRANTEE shall comply with all requirements of the GRANTEE’s organizational documents and any regulations the CITY may have regarding the Grant Program or any specific award and/or appropriation under the Grant Program.
3. The GRANTEE shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied by the Grant Program for any purpose that would violate any federal, state, or local law, or related regulations.
4. The GRANTEE has never been delinquent, in any respect, in its management of state, federal, or private grant and/or other funds.
5. The GRANTEE has never received an audit of its financial statements that resulted in less than an unqualified opinion from its external auditor.
6. The GRANTEE has never been subject to an audit of state, federal, or private grant and/or other funds that was not resolved in favor of the GRANTEE.
7. The GRANTEE maintains internal controls, policies, and procedures to ensure appropriate oversight of fiscal management and physical money handling, including, for example, for the avoidance of fraud, negligence, and mismanagement of funds.
8. The GRANTEE’s books and records are and shall remain available for inspection by any authorized agent(s) of the CITY, the United States Internal Revenue Service, the State Department of Revenue,

or any combination of the same. The foregoing requirement shall survive the expiration or termination of this Agreement.

9. The GRANTEE's failure to comply in all respects with the requirements of the Grant Program may result in recoupment of any funds with penalties, criminal prosecution, and other sanctions.
10. The GRANTEE shall maintain all records related to the Grant Program for no less than seven years from the date of final expenditure of Grant Program funds.
11. The GRANTEE shall provide an accounting of the GRANTEE's use of Grant Program funds no less than once per quarter to the CITY.
12. The GRANTEE shall provide annual, general, financial report (which shall include an accounting of the GRANTEE's use of Grant Program funds) regarding the GRANTEE's finances no more than 30 days after the close of the GRANTEE's fiscal year to the CITY.
13. The GRANTEE shall provide whatever additional information the CITY may, from time to time, request.
14. The CITY intends to distribute Program Grant funds to the GRANTEE in 12 equal, monthly installments, provided, however, the City Administrator, based on the exercise of the City Administrator's reasonable discretion, may elect to expedite the distribution of Program Grant funds to the GRANTEE;
15. The GRANTEE shall expend the Grant Program funds for the sole purpose(s) as outlined in the GRANTEE's Application.
16. In the event any Grant Program funds are not expended by the earlier of (i) 15 days from the date the CITY transmits funds to the GRANTEE, and (ii) 15 days prior to the close of the CITY's then-current fiscal year, then the GRANTEE shall immediately return the unexpended funds to the CITY.
17. The GRANTEE shall cooperate in good faith with the CITY on all aspects of the Grant Program.

II. CITY COMMITMENTS.

- A. The CITY shall administer the Grant Program in conformity with any applicable, if any, federal, state, and local law, and related regulations.
- B. The CITY shall provide the GRANTEE with reasonable CITY staff support to assist the GRANTEE with the Grant Program.
- C. The CITY shall cooperate in good faith with the GRANTEE on all aspects of the Grant Program.

III. TERM.

Subject to section I.16, above, and the CITY's right to terminate this Agreement as described in section IV, below, this Agreement is effective on the date first written above and continues thereafter for the fiscal year for which the CITY has appropriated the Grant Program funds. Upon expiration or termination of this Agreement, the GRANTEE shall return any unexpended funds to the CITY. Moreover, the CITY's award and/or appropriation of Grant Program funds for one fiscal year does not constitute a promise for any future awards and/or appropriations.

IV. TERMINATION.

The CITY, in its sole discretion, for any reason or no reason, may terminate this Agreement by providing written notice, which is effective immediately when transmitted, to the GRANTEE. The CITY may terminate this Agreement even if and after the GRANTEE has been approved for an award of Grant Program funds, and/or the CITY has appropriated Grant Program funds.

V. MONITORING.

At any time, and from time to time, the CITY is entitled to conduct a Grant Program review of the GRANTEE to ensure compliance with the terms of this Agreement. The CITY is entitled to review all books and records of the GRANTEE's general activities and expenditures of Grant Program funds.

VI. INDEMNIFICATION.

Notwithstanding anything herein to the contrary, the GRANTEE shall indemnify and hold the CITY, its employees, officers, officials, contractors, agents, and representatives, free and harmless from and

against any and all liabilities, losses, claims, costs, damages, demands, suits, judgments, causes of action, and expenses of any kind or nature, including the payment of reasonable attorneys' fees (collectively, "Losses"), resulting from property damage or personal injury, including death, to the extent resulting from the negligence, errors, omissions, or willful misconduct of the GRANTEE, its subcontractors, employees, agents, or representatives under this Agreement. Such Losses shall include, but not be limited to, civil or criminal fines or penalties, for loss of use and/or service, personal injury, death, libel, slander, and attorney's fees through all levels of appeals. Should the CITY be named in any suit, action, or claim under the terms hereof, then to the extent of the GRANTEE's indemnification obligation hereunder, the GRANTEE shall appear and defend the CITY at the GRANTEE's sole cost and expense, provided that CITY shall always have the option to appear and defend such action or claim on its own behalf. The foregoing indemnity shall survive for five years after the expiration or termination of this Agreement.

VII. NOTICES.

Any notices to be given by any party hereunder shall be in writing and may be effected either by (i) personal delivery by hand (with written confirmation of receipt), (ii) delivery by a reputable express courier service (receipt requested), (iii) certified mail, postage prepaid with return receipt requested, or (iv) e-mail, provided that the recipient must acknowledge having received the e-mail by reply e-mail (an automatic "read receipt" does not constitute acknowledgment of receipt for of this Section). Notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt. Notices delivered by certified mail or express courier service shall be deemed communicated as of the date of mailing or delivery to the courier. Notices delivered by e-mail shall be deemed communicated when the recipient acknowledges having received the e-mail by reply e-mail.

City: City of Orangeburg
c/o City Administrator
Post Office Drawer 387
Orangeburg, South Carolina 29116

With a copy to: Michael E. Kozlarek, Esq.
(does not constitute notice) King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

Grantee:

 South Carolina

With a copy to:
(does not constitute notice)

VIII. RIGHTS OF SUCCESSORS AND ASSIGNS.

The Agreement shall be binding and inure to the benefit of the CITY and the GRANTEE and their respective successors and permitted assigns; provided, however, the GRANTEE may not assign any of its rights or obligations under this Agreement without the express written consent of the CITY.

IX. RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement is intended to or shall be deemed to create a partnership, association, or joint venture, or any current or future promise of the CITY to provide funding or other services to the GRANTEE. The GRANTEE shall always be independent of and not otherwise a partner, associate, joint venture, or agent, with, or of, the CITY.

X. MISCELLANEOUS.

This Agreement expresses the complete agreement and understanding of the undersigned parties with respect to the subject matter of this Agreement, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter of this Agreement shall be merged herein and then extinguished. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The terms of this Agreement shall be construed in

accordance with and governed by the laws of the State. Any dispute between the parties arising or related in any manner to this Agreement shall be brought exclusively in the state or federal courts sitting in the CITY. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine, or neutral gender and the singular or plural number shall each include the others whenever the context so indicates. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. A signed copy of this Agreement delivered by email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed to have the same legal effect as physical delivery of a signed original of this Agreement and may be used in lieu of the signed original for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

CITY OF ORANGEBURG, SOUTH CAROLINA

By: Sidney Evering II, Esq.
Its: City Administrator

[GRANTEE]

By:
Its:

EXHIBIT A
EXECUTED GRANT PROGRAM APPLICATION



RESOLUTION
DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR
CERTAIN CAPITAL PROJECTS WITH THE PROCEEDS OF A NOT TO EXCEED
\$21,000,000 COMBINED PUBLIC UTILITY SYSTEM REVENUE BOND

WHEREAS, the City of Orangeburg, South Carolina (the "City"), acting through its Department of Public Utilities ("DPU"), is presently undertaking improvements consisting of upgrades to certain substations and electric power lines associated therewith (together, the "Improvements") of the electric power component of its Combined Public Utility System (the "System"), which may be financed with the proceeds of federally tax-exempt obligations; and

WHEREAS, the City Council of the City of Orangeburg, the governing body of the City (the "City Council") has determined that the total borrowing for the financing of the Improvements, is not presently expected to exceed \$21,000,000; and

WHEREAS, such borrowing will be in the form of a Combined Public Utility System Revenue Bond (the "Revenue Bond"), secured by the revenues of the System; and

WHEREAS, various factors will determine the time of the issuance of the Revenue Bond in relation to the time when expenditures for the Improvements or portion thereof will be made; and

WHEREAS, the City Council is mindful of the fact that, in order for the use of federally tax-exempt obligation proceeds to be considered "expended" for purposes of United States Treasury Department Internal Revenue Service Regulation 1.150-2 when used to reimburse the City for expenditures made prior to the issuance of the Bond, certain conditions including the making of a declaration of intent to reimburse such expenditures must be met;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

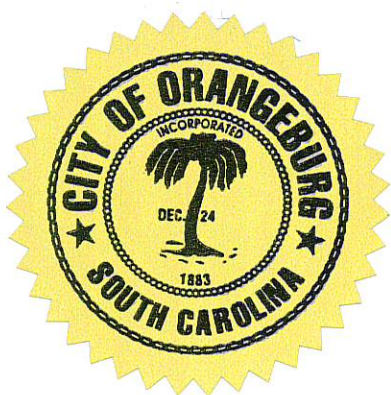
That, pursuant to United States Treasury Department, Internal Revenue Service Regulation 1.150-2, the City of Orangeburg, South Carolina, reasonably expects and intends to reimburse certain expenditures made on or after the sixtieth day preceding the adoption of this Declaration of Intent for the purpose of defraying the cost of the Improvements from the proceeds of a federally tax-

exempt obligation of the City of Orangeburg, South Carolina, to be issued as a Combined Public Utility System Revenue Bond in an amount not presently expected to exceed \$21,000,000.

Amounts advanced to defray the cost of the Improvements pending reimbursement will be paid from the Gross Revenue Fund of the System.

A copy of this declaration of intent shall be maintained in the files and records of the City Council.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG,
STATE OF SOUTH CAROLINA THIS 17th DAY OF OCTOBER, 2023.**



Michael C. Butler
Mayor

[Signature]

Richard J. Stegman

Danden P. Kroetz

[Signature]

[Signature]

[Signature]
Members of Council

Attest: Ruida M. Daniel
City Clerk



A RESOLUTION APPROVING
A POWER PURCHASE AGREEMENT BETWEEN THE CITY AND
DUKE ENERGY CAROLINAS, LLC
AND PROVIDING FOR RELATED MATTERS.

The City Council ("Council") of the City of Orangeburg ("City") finds:

WHEREAS, the City, through its Department of Public Utilities ("DPU"), operates a combined utility system, which includes the provision of electricity to DPU customers;

WHEREAS, for DPU to be able to provide electricity to DPU customers, DPU must purchase power from one or more power generators;

WHEREAS, DPU, for and on behalf of the City, has negotiated and participated in drafting a proposed power purchase agreement between the City and Duke Energy Carolinas, LLC ("DEC"), the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A ("PPA");

WHEREAS, the City now desires to approve the PPA and authorize the DPU Manager to execute and deliver the PPA as described in this Resolution;

NOW, THEREFORE, the Council resolves:

Section 1. Approval of Form of PPA. The PPA, which is attached as Exhibit A, is approved, and the PPA is incorporated in this Resolution by reference as if the PPA were set out in this Resolution in its entirety. The DPU Manager is authorized, empowered, and directed to finalize the PPA, execute, acknowledge, and deliver the PPA in the name of and on behalf of the City, and to cause the executed PPA to be delivered to DEC. Prior to its execution, the PPA shall not be substantively changed in any way that would be materially adverse to the City.

Section 2. General Repealer. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, repealed, and this Resolution takes effect and be in full force from and after its approval.

ADOPTED BY the Council on October 17, 2023.

Mayor

Michael C. Butler

Members of Council

[Signature]

Richard J. Stone

[Signature]

[Signature]

[Signature]



Attest: Linda Myrland
City Clerk

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF POWER PURCHASE AGREEMENT