

1. Agenda

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2. Meeting Materials

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CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
August 5th, 2024
Council Chamber, Clemson City Hall

6:30 PM Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Watt

Public Session: (3-minute limit per speaker)

Approval of Minutes: July 15th, 2024

Reports/Discussion

- a. Receive a report on the status of the Black Heritage Trail and the proposed location for the city's portion of the trail. – City Administrator Andy Blondeau
- b. Discuss including a paid parental leave policy to the personnel policy manual. – Council Member Watt
- c. Discuss determining the special event and game day rates for the parking garages. – Planning and Development Director Nathan Woods
- d. Receive an update on the current status of the downtown metered parking program.– Planning and Development Director Nathan Woods
- e. Discuss a recommendation from the Planning Commission regarding setbacks and PD acreage. – Planning and Development Director Nathan Woods
- f. Staff Reports

Policy Action (2-minute limit per speaker)

Ordinances

- a. Consider 2nd reading of an Ordinance authorizing the execution and delivery of an intergovernmental wastewater capacity and services agreement and a project management agreement for the Pendleton/Clemson Wastewater Treatment Plant Expansion. – City Administrator Andy Blondeau
- b. Consider 1st reading of a Freedom of Information Act policy. – City Administrator Andy Blondeau

Other Policy Items

- a. Consider approval of the Parks Master Plan.- PRACT Committee Chairman Bill Caraway
- b. Consider awarding a contract for the design, fabrication, and installation of the Sincerely, Daniel Exhibit. – CAAAM Director Angela Agard
- c. Consider awarding a preventative maintenance contract for the Chapman Hill Road Bridge.- City Engineer Nathan Hinkle
- d. Consider awarding repair work on the Old Central Road Bridge. – City Engineer Nathan Hinkle

Executive Session

Consider Appointments to City Boards and Commissions: Sustainability Commission, Police Advisory Board, and Parks, Recreation, Arts, Culture, and Tourism Advisory Committee; SC Code Section 30-4-70 (a)(1)

Note: Upon returning to open session, Council may take action on matters discussed in Executive Session.

Mayor-Council reports/comments/new business
Adjourn



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



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Agenda Item Detail: (expand as necessary for clarification)

City of Clemson Special Event/Game Day Parking Rates

Comparing to municipalities that also hold parking related to college football stadiums that hold 80,000 to 90,000 fans, the following rates were found:

Gainesville, FL – University of Florida, has a flat rate of \$5

Auburn, AL – Auburn University, has a flat rate of \$30

Lincoln, NE – University of Nebraska, has a flat rate of \$25-30 depending on lot

South Bend, IN – Notre Dame, has a flat rate of \$5 in the garage and \$50-100 for street side parking depending on opponent.

Athens, GA – University of Georgia, has a flat rate of \$40

Columbia, SC – University of South Carolina, has a flat rate of \$10

In addition to these, the First Baptist Church of Clemson was taken into consideration as they also have Game Day parking and are directly next to the parking garage. The church has a flat rate of \$40 at a first come first served basis.



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☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)

INTERGOVERNMENTAL
WASTEWATER CAPACITY AND SERVICES
AGREEMENT

among the

Town of Pendleton, South Carolina

and

City of Clemson, South Carolina, and
Anderson County, South Carolina

August 6, 2024

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This **INTERGOVERNMENTAL WASTEWATER CAPACITY AND SERVICES AGREEMENT** (the “**Agreement**”) is made this 6th day of August, 2024 (the “**Effective Date**”), by and among the **CITY OF CLEMSON, SOUTH CAROLINA** (“**Clemson**”), **ANDERSON COUNTY, SOUTH CAROLINA** (“**Anderson**”) (collectively the “**Purchasers**” and each, individually, a “**Purchaser**”), and the **TOWN OF PENDLETON, SOUTH CAROLINA** (“**Pendleton**,” or the “**Seller**,” as the context requires). Each entity may hereinafter be referred to as a “**Party**” or collectively as the “**Parties**.”

BACKGROUND AND FINDINGS

(A) Capitalized terms used in this Agreement shall have the meanings given to such terms in Section 1.1 of this Agreement. In the event that a capitalized term is defined elsewhere in this Agreement and is also defined in Section 1.1 of this Agreement, and there is any inconsistency between such definitions, the definition in Section 1.1 of this Agreement shall control.

(B) Clemson is a municipal corporation and a political subdivision of the State of South Carolina (the “**State**”) and possesses all general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “**State Constitution**”) and statutes of the State to municipal corporations. Clemson has heretofore lawfully established and now operates a municipal water and wastewater system, which generally serves the entire area of the City of Clemson and certain populated areas adjacent to its corporate limits.

(C) Anderson is a county and a political subdivision of the State, and possesses all general powers granted by the State Constitution and statutes of the State to counties thereof. Anderson has heretofore lawfully established and now operates a wastewater system, which generally serves portions of the unincorporated area of Anderson, and certain areas within the municipalities of Iva, Anderson, and Pendleton by agreement, however Anderson’s Designated Service Area (as defined herein) consists of the entire unincorporated area of Anderson, except as depicted in Exhibit C hereto and as set forth herein.

(D) Pendleton is a municipal corporation and a political subdivision of the State and possesses all general powers granted by the State Constitution and statutes of the State to municipal corporations. Pendleton has heretofore lawfully established and now operates a municipal water and wastewater system, which generally serves the entire area of Pendleton and certain populated areas adjacent to its corporate limits. Pendleton has lawfully established and now operates a wastewater treatment and disposal system that provides service to the wastewater systems operated by Clemson and Anderson.

(E) Pursuant to agreements dated as of May 19, 1978, and June 7, 1978, Clemson and Pendleton jointly constructed a wastewater treatment plant (the “**Plant**”) located on S.C. Highway 279 within the municipal limits of Pendleton. By agreements dated December 19, 1988, and July 21, 2015, Anderson obtained certain capacity in the Plant by agreement with Pendleton.

(F) The current permitted treatment capacity of the Plant is 2,000,000 gallons per day (“**GPD**”), which has been allocated 50% to Clemson, 40% to Pendleton, and 10% to Anderson. The Parties seek to expand the treatment capacity of the Plant to 5,000,000 GPD (the “**Project**”) in order to meet existing and anticipated future wastewater treatment needs of the Parties, to promote economic growth, to provide cost effective sewer service to the Parties’ respective customers, and prepare for continued population growth in and around the Parties. Capacity in the Plant following the Date of Substantial Completion (as defined herein) of the Project shall be as set forth at Exhibit A hereof.

(G) Through a separate project agreement (the “**Project Agreement**”) of even date herewith, the Parties have memorialized the procurement, management, and cost-sharing responsibility of each Party related to the Project. The total cost of the Project is \$64,328,198.00. The Parties expect the Project Agreement to provide for a Project cost allocation of 43.33% to Anderson, 23.33% to Pendleton, and 33.34% to Clemson, and further provide that any grant funds that have or will be obtained shall reduce the overall Project cost prior to allocation, except that the first \$600,000 of the initial grant funds received shall be paid or applied against amounts due by Pendleton.

(H) Through this Agreement, the Parties seek to memorialize each Party’s right to capacity in the Plant, the payment obligations of the Parties, and various other matters necessary to provide a comprehensive agreement whereby the Parties join together to provide wastewater services from the Plant for their mutual benefit. Each Party (i) has found this Agreement to be in the best interest of the public, the Parties, and the consumers to be served; and (ii) has been duly authorized by its respective governing body to sign this Agreement. The undersigned officers have been duly authorized to sign on behalf of their respective Parties.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and the agreements of the Parties hereunder, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings unless some other meaning is plainly intended:

“**2009 SRF Loan**” means the obligation issued by Pendleton and purchased by the South Carolina Water Quality Revolving Fund Authority (loan assistance number F1-123-09-472-05) to finance improvements to the Plant, issued in the original principal amount of approximately \$1,620,850, dated November 12, 2009, with final maturity on January 1, 2031.

“**Accounting Principles**” means generally accepted accounting principles (“**GAAP**”) and practices applicable to governmental entities in the United States, including those applicable to enterprise funds that relate to governmentally owned and operated utility systems, as may be amended or revised from time to time.

“Advisory Board” means the three-member board comprised of the County Administrator of Anderson, the City Administrator of Clemson, and the Town Administrator of Pendleton, and any person acting in an interim capacity as one of the foregoing. Each member shall serve on an *ex officio* basis while employed in such capacity and no person shall serve on the Advisory Board in a holdover capacity.

“Agreement” has the meaning given such term in the preamble to this Agreement.

“Allocated Capacity” or **“Allocated Capacities”** means, for the applicable period, the amount of the capacity of the Plant granted to Purchasers or retained by Seller. The Allocated Capacity for each Party, including the timeframe in which such Allocated Capacity is in effect, is set forth in Exhibit A to this Agreement. Allocated Capacity may be amended from time-to-time in accordance with Article III hereof. Allocated Capacity is expressed in MGD and is the maximum amount of wastewater that Seller is committed to accept from the holder of such Allocated Capacity in a day, as that term is defined in this Agreement.

“Allocated Percentage” or **“Allocated Percentages”** means, for the applicable period, the percentage derived by dividing each Purchaser’s or Seller’s Allocated Capacity by the capacity in the Plant. The Allocated Percentage for each Party, including the timeframe in which such Allocated Percentage is in effect, is set forth in Exhibit A to this Agreement.

“Anderson” has the meaning given such term in the preamble to this Agreement.

“Anderson’s System” means Anderson’s system for the collection and transmission of wastewater.

“Annual Budget” means, with respect to any given Fiscal Year, the budget prepared for the revenues and expenses of the Plant, exclusive of Seller’s System, for such Fiscal Year. The Annual Budget shall contain detail comparable to the utility fund portion of Pendleton’s annual budget for such Fiscal Year, and shall include a projection of the Revenue Requirement (including a line-item projection of the components thereof) for such Fiscal Year.

“Bonds” means any bonds, notes, loans, or other debt obligations issued or incurred by or on behalf of the Seller for purposes of financing or refinancing capital improvements to the Plant to the extent such capital improvements are necessary in order to provide the Wastewater Services to the Parties. Such term shall include only those Bonds listed on Exhibit B to this Agreement and such additional Bonds as may be authorized as provided in Sections 3.6 and 3.7 of this Agreement.

“Business Day” means any day other than a Saturday, Sunday, federal holiday in the United States of America, or day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Capital Charge” means 1/12 of a charge calculated to recover from a Party its share of Capital Component for a given Fiscal Year, computed in compliance with the terms of this Agreement, it being understood that the Future Capital Component for a given Fiscal Year may be

allocated by agreement among the Parties on a basis other than the then applicable Allocated Percentages.

“Capital Component” means, with respect to a given Fiscal Year, an amount equal to the sum of the Current Capital Component and the Future Capital Component described below:

- (1) **“Current Capital Component”** means the Current Capital Costs for such Fiscal Year; and
- (2) **“Future Capital Component”** means the Future Capital Improvement Costs for such Fiscal Year that are not defrayed by Bonds.

“Clemson” has the meaning given such term in the preamble to this Agreement.

“Clemson’s System” means Clemson’s system for the collection and transmission of wastewater.

“Connecting Meters” means the meters at the point or points of connection from Purchasers’ Systems to Seller’s System. Connecting Meters shall be installed or configured so as to accurately measure flow from each Party individually.

“Contingency Fund” means the fund of that name established and maintained by Seller for purposes of meeting contingency requirements during a given Fiscal Year, as described in Section 3.4(I) of this Agreement.

“Contingency Fund Amount” means, with respect to any Fiscal Year, an amount equal to that percentage of the aggregate Operation and Maintenance Expenses for the immediately preceding Fiscal Year as approved by a unanimous determination of the Advisory Board as part of the Annual Budget, as may be amended from time to time. Initially, for the first Fiscal Year, such amount shall be 0%.

“Current Capital Costs” means all capital costs treated as capital expenditures under Accounting Principles required in a given Fiscal Year to enable Seller to maintain the Plant’s capability to accept the Parties’ wastewater for treatment and to comply with all applicable regulatory standards, except for those capital expenses and costs that constitute Future Capital Improvement Costs.

“Date of Substantial Completion” means the date on which the Project is completed and is legally and actually capable of providing 5 MGD of Wastewater Services to the Parties.

“Debt Service Charge” means 1/12 of a charge calculated to recover from a Party its share of Debt Service Expenses for a Fiscal Year, computed in compliance with the terms of this Agreement.

“Debt Service Expenses” means an amount equal to the sum of the components described below:

- (1) **“Prior Bonds Component”** means the amount of Debt Service Expenses associated with the 2009 SRF Loan listed on Exhibit B. Each Purchaser’s share of the Prior Bonds Component is listed on Exhibit B.
- (2) **“New Bonds Component”** means the amount of Debt Service Expenses associated with each series of Bonds (other than those Bonds listed on Exhibit B on the Effective Date) issued to defray the cost of Future Capital Improvement Costs as authorized by Sections 3.6 and 3.7 of this Agreement. Each Purchaser’s share of the New Bonds Component shall be allocated as provided in Sections 3.6 and 3.7.
- (3) **“Debt Service Coverage Component”** means an additional percentage applied proportionally to the Debt Service Expenses associated with each series of Bonds for which a Party is responsible for paying, that shall be sufficient to allow the Seller to comply with the reasonable debt service coverage ratios imposed in the authorizing documents under which those Bonds are issued. The Debt Service Coverage Component shall not exceed 20% of the Prior Bonds Component plus the New Bonds Component.

“Depreciation Charge” means 1/12 of a charge calculated to recover from a Party its share of the Depreciation Component for a given Fiscal Year, computed in compliance with the terms of this Agreement.

“Depreciation Component” means, with respect to any given Fiscal Year, the amount set forth in Seller’s Annual Budget as the amount necessary and sufficient to fund the Plant Renewal and Replacement Fund for such Fiscal Year. The Depreciation Component shall be calculated to provide funds necessary and sufficient to provide a reasonable reserve for the repair, renewal, and replacement of the Plant.

“Designated Service Area” has the meaning given such term in Section 5-7-60 of the South Carolina Code and also includes the area within the municipal limits of the applicable municipality.

“DHEC” means the South Carolina Department of Health and Environmental Control, or any successor agency of the State with jurisdiction over the Plant.

“Effective Date” has the meaning given such term in the preamble to this Agreement.

“Fiscal Year” means the fiscal year of the Seller as it may be officially established or changed from time to time. The current Fiscal Year of the Seller begins each July 1 and ends on the following June 30.

“Force Majeure” means, to the extent beyond the control of the Party claiming an event of Force Majeure, any of the following: acts of God or nature; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the government of the United States or the State or the courts thereof, or any civil or military authority; insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, and

explosions; malfunctions of machinery and pipe lines; partial or entire failure of electric supply; or the inability of Seller to receive wastewater or operate the Plant hereunder, or a Purchaser to control wastewater flows hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

“Future Capital Improvement Costs” means all capital costs treated as capital expenditures under Accounting Principles to be completed in the then subsequent Fiscal Years, whether or not expenses are incurred in the then current Fiscal year, for projects needed to maintain or expand the capacity of the Plant as provided for in Sections 3.6 and 3.7 of this Agreement.

“Good Utility Practices” means any of the practices, methods, and acts engaged in or approved by a significant portion of the wastewater treatment industry in the United States during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practices do not require use of the optimum or a specific practice, method, or act, but only require use of practices, methods, or acts generally accepted in the wastewater treatment industry in the United States.

“Independent Consultants” means such firm or firms, consisting of or employing registered engineers, architects, rate consultants, accountants, or other professionals having skill and experience in utility financing and rate design, maintenance, operation, or evaluation of the costs and appropriate charges therefor of facilities such as Seller’s System, and which are engaged by Seller in its discretion to perform such services.

“Metered Flow” means the actual measured flow of a Party’s wastewater treated at the Plant.

“MGD” means millions of gallons per day, with the term “day” being understood to refer to the 24-hour period commencing at 12:00 a.m. (midnight) Eastern Time of a given calendar day.

“Operation and Maintenance Charge” means 1/12 of a charge calculated to recover from a Party its share of Operation and Maintenance Expenses for a Fiscal Year, computed in compliance with the terms of this Agreement.

“Operation and Maintenance Expenses” means reasonable and necessary direct expenses required (i) to operate the Plant for the provision of Wastewater Services; (ii) to maintain the Plant so that it will have a reasonable useful life; (iii) to defray the costs of current repairs to the Plant necessary for the delivery of Wastewater Services; (iv) to provide accounting, auditing, clerical and other related services relating to the foregoing, including the determination of and invoicing for all charges and expenses set forth in this Agreement; and (v) to replenish and maintain the Contingency Fund, all in accordance with this Agreement, and all as calculated in accordance with Accounting Principles. Operation and Maintenance Expenses do not include expenses that can be recovered as Depreciation Charges, Capital Charges, or Debt Service Charges.

“Party” or **“Parties”** has the meaning given such term in the preamble to this Agreement.

“Pendleton” has the meaning given such term in the preamble to this Agreement.

“Plant” has the meaning given such term in the preamble to this Agreement, as the same may be improved or expanded from time to time in accordance herewith.

“Plant Renewal and Replacement Fund” means the fund established by Seller to account for payments of Depreciation Charges and any analogous charges paid by the Parties.

“Prior Agreements” means the following agreements:

- (1) June 7, 1978 agreement between Pendleton and Clemson regarding the construction of the Plant;
- (2) June 7, 1978 agreement between Pendleton and Clemson regarding the operation of the Plant;
- (3) June 2, 1980 agreement between Pendleton and Clemson regarding the operation of the Plant;
- (4) May 19, 1988 agreement between Pendleton and Clemson regarding the Plant;
- (5) December 19, 1988 agreement among Pendleton, Clemson, and Anderson regarding Anderson’s capacity in the Plant;
- (6) November 17, 1989 agreement between Pendleton and Clemson regarding capacity allocation in the Plant and other matters;
- (7) March 10, 1992 agreement between Pendleton and Clemson regarding certain reimbursements;
- (8) May 31, 2001 letter of understanding between Pendleton and Clemson regarding staffing at the Plant and other matters;
- (9) July 1, 2001 agreement among Pendleton, Clemson, and Anderson regarding capacity leasing;
- (10) November 12, 2009 agreement among Pendleton, Clemson, and Anderson regarding debt service payments in connection with the Plant; and
- (11) July 21, 2015 agreement between Pendleton and Anderson regarding capacity in the Plant, service areas, and related matters.

“Purchaser” means, together or individually as the context requires, Anderson or Clemson, or both, and their respective successors and assigns.

“Purchaser’s System” or **“Purchasers’ Systems”** means, individually or collectively, as the context requires, Anderson’s System or Clemson’s System, or both.

“Revenue Requirement” means, for each Fiscal Year or period in question, all revenue necessary to recover the Operation and Maintenance Expenses, Debt Service Expenses, Capital Component, and Depreciation Component. An example of the detail required for the components of the Revenue Requirement to be provided to the Advisory Board is attached as Exhibit D.

“Seller” means the Town of Pendleton, South Carolina.

“Seller’s System” means Seller’s entire system for the collection, transmission, treatment, discharge, management, and disposal of wastewater, including the Plant.

“Service Area” means, with respect to each Party, the area within which each Party is permitted by applicable law to provide wastewater services. The Service Areas of the respective Parties are shown in Exhibit C hereto.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“State” has the meaning given such term in the Background and Findings of this Agreement.

“State Constitution” has the meaning given such term in the Background and Findings of this Agreement.

“Wastewater Services” means Seller’s collection, transmission, treatment, discharge, management, and disposal of wastewater through the Plant.

Section 1.02 Construction. In this Agreement, unless context otherwise requires:

- (1) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the Effective Date of this Agreement.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa, unless context clearly dictates otherwise.
- (4) Exhibits to this Agreement constitute an integral part of this Agreement.

- (5) Where Business Days are not specified in this Agreement, days should be interpreted as actual calendar days, and time periods shall be computed so as to exclude the reference day for the period and include the day on which the act or event is to happen.
- (6) Three asterisks mark the end of each Article.

* * *

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1 Representations of Seller. Seller hereby represents that it is a municipal corporation and political subdivision of the State and as such it is a validly created governmental entity and a public body politic and corporate of the State and that it has the power, authority, and legal right to own and operate Seller's System and is capable of providing Wastewater Services as contemplated by this Agreement; that it has all necessary powers and authority to undertake and perform its obligations under this Agreement; that the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement by Seller; that this Agreement has been duly authorized, executed, and delivered by Seller, and constitutes a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms (but subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights and to usual equity principles, which may limit the specific enforcement of certain remedies); that, as of the Effective Date, there is no litigation or proceeding pending or, to its knowledge, threatened against or affecting Seller that (i) seeks to enjoin the performance of its obligations under this Agreement; or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that it has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.

Section 2.2 Representations of Each Purchaser. Each Purchaser hereby represents that it is a duly organized and existing political subdivision of the State and has all necessary power and authority to own and operate the Purchaser's System and to perform its obligations under this Agreement; that the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement by Purchaser; that this Agreement has been duly authorized, executed, and delivered by Purchaser, and constitutes a legal, valid, and binding obligation of Purchaser, enforceable in accordance with the terms hereof, particularly Section 3.3(E) (but subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights and to usual equity principles, which may limit the specific enforcement of certain remedies); that, as of the Effective Date, there is no litigation or proceeding pending or, to its knowledge, threatened against or affecting Purchaser that (i) seeks to enjoin the performance of its obligations under this Agreement; or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that Purchaser has taken all necessary action to authorize the execution and delivery of this Agreement.

Section 2.3 Discharge Rights. Seller represents that it has all rights, powers, authority, experience, and skills necessary to operate the Plant and to treat and dispose of wastewater and to perform its obligations under this Agreement as evidenced by, but specifically subject to, the provisions of the applicable wastewater construction, operating, and surface water discharge ("NPDES") permits issued by the DHEC Bureau of Water (a "NPDES Permit").

Seller maintains sole responsibility for maintaining its NPDES Permit and for renewals of the permit as required by State and federal law. In addition, Seller retains sole responsibility for operating within the requirements of its NPDES Permit. Any enforcement actions by federal or State agencies in the nature of fines, penalties, and facility upgrades which are required by a federal or state agency for failure of the Seller to comply with its NPDES Permit will be the sole responsibility of Seller and any such fines and penalties shall not be included as part of the Operation and Maintenance Charges, or any other charges, to the Purchasers.

Section 2.4 Purchasers' Rate Covenant. Each Purchaser covenants that at all times during the term of this Agreement it will impose fees for services provided by such Purchaser's System sufficient at all times to enable such Purchaser to meet its obligations hereunder.

Section 2.5 Seller's Rate Covenant. Seller covenants that at all times during the term of this Agreement it will impose fees for services provided to the customers of Seller's System, other than the Purchasers, that, when combined with the fees and revenues generated under this Agreement, shall be sufficient at all times to enable the Seller to meet its obligations hereunder. Without limiting the foregoing, Seller covenants that it and all other customers of Seller's System shall be charged rates or amounts computed on a similar basis as those charged to Purchasers, that such amounts shall be sufficient to cover Seller's proportionate share of the charges set forth at Section 3.3(A), and that receipts from such charges shall be deposited and used for the purposes of the charges set forth at Section 3.3(A).

* * *

ARTICLE III

SALE AND PURCHASE OF WASTEWATER SERVICES AND ALLOCATED CAPACITY

Section 3.1 Term of Agreement. This Agreement shall be effective upon the Effective Date and shall extend for an initial period of 30 years from that date. Absent receipt of Notice from a Party of its intent not to renew, this Agreement shall be automatically extended, to the extent permitted by law, for two separate ten-year periods thereafter. In the event any Party intends not to renew at the end of a term, such Party shall notify the other Parties of its intent, in writing, not less than two years prior to the end of such term. At the termination of this Agreement and any successor agreements, Purchasers shall retain their rights to the Allocated Capacity granted hereunder and shall be entitled to continue to use the same, and shall be required to pay for such use in the amounts and at the times provided by this Agreement, pending negotiation of a successor agreement.

Section 3.2 Sale of Wastewater Services.

(A) Seller shall make available to each Purchaser an amount of treatment capacity in the Plant equal to such Purchaser's Allocated Capacity set forth on Exhibit A and shall provide Wastewater Services delivered hereunder in compliance with all applicable State and federal laws and regulations.

(B) Seller shall receive and transmit wastewater from the Connecting Meters to the Plant in compliance with all applicable State and federal laws and regulations.

(C) At any time, if Seller determines that the daily delivery of wastewater by a Purchaser has exceeded such Purchaser's Allocated Capacity for at least 30 days during any 12-month period (whether or not such days are consecutive), Seller shall notify such Purchaser. Thereupon Seller and such Purchaser shall meet and exchange information concerning the demand for wastewater treatment services on such Purchaser's System and the availability of unused capacity in the Plant. If this information indicates to Seller that such Purchaser's demand is likely to exceed its Allocated Capacity on an on-going basis, then Seller may require that such Purchaser, and such Purchaser shall, obtain additional Allocated Capacity as permitted under the terms of this Agreement, either through purchase or transfer of capacity rights from another Party or through Plant expansion.

Section 3.3 Payment for Wastewater Services; Calculation of Revenue Requirement.

(A) Beginning on the Effective Date and in each succeeding month during the term of this Agreement, Seller shall invoice each Purchaser not later than the 5th day of each month and Purchaser shall pay by the 15th day of each month, an amount equal to:

- (1) the Operation and Maintenance Charge,
- (2) the Capital Charge,
- (3) the Debt Service Charge, and
- (4) the Depreciation Charge.

While Section 3.3(B)(1) is in effect, invoices for all or a portion of the Fiscal Year may be compiled and sent in advance at the beginning of each Fiscal Year and shall be payable for the applicable months on or before the 15th day of such month as described above.

(B) Operation and Maintenance Charges shall be established each Fiscal Year as follows:

(1) From the Effective Date through June 30 of the second full Fiscal Year following the Date of Substantial Completion, Operation and Maintenance Charges shall be established through the Annual Budget and shall be billed monthly as non-volumetric charges on the basis of each Party's Allocated Percentage. Seller shall perform a true-up at the end of its Fiscal Year based on the audited financial statements for Seller's System. If, based on such audit, a Purchaser has paid more than its Allocated Percentage of Operation and Maintenance Charges, Seller shall return the overage within 30 days of the date of such audit. If, based on such audit, a Purchaser has paid less than its Allocated Percentage of Operation and Maintenance Charges, such Purchaser shall pay such additional amount to Seller within 30 days of Notice of the same. Seller shall provide to Purchasers six months into each Fiscal Year a schedule based on such audit comparing actual revenues and expenses to budgeted amounts with the same detail provided in the Annual Budget.

(2) Beginning July 1 of the Fiscal Year immediately following the second full Fiscal Year following the Date of Substantial Completion, Operation and Maintenance Charges shall be based on such Purchaser's Metered Flow divided by all Parties' Metered Flows and shall be billed monthly. Seller shall perform a true-up at the end of its Fiscal Year based on the audited financial statements for Seller's System. If, based on such audit, a Purchaser has paid more than its share of Operation and Maintenance Charges, Seller shall return the overage within 30 days of the date of such audit. If, based on such audit, a Purchaser has paid less than its share of Operation and Maintenance Charges, such Purchaser shall pay such additional amount to Seller within 30 days of Notice of the same. Seller shall provide to Purchasers six months into each Fiscal Year a schedule based on such audit comparing actual revenues and expenses to budgeted amounts with

the same detail provided in the Annual Budget.

(C) Capital Charges, Debt Service Charges, and Depreciation Charges shall be established each Fiscal Year as follows through the Annual Budget and shall be billed monthly as non-volumetric charges on the basis of each Party's Allocated Percentage. Debt Service Charges will automatically be adjusted at any time that Seller's actual Debt Service Expenses change. Seller shall perform a true-up at the end of its Fiscal Year based on the audited financial statements for Seller's System. Amounts representing the Debt Service Coverage Component paid by a Purchaser, shall be returned to such Purchaser within 30 days of the completion of Seller's audited financial statements for a given Fiscal Year.

(D) In calculating the Revenue Requirement and Annual Budget, Seller shall include in its calculations projected income to be derived during the Fiscal Year in question from the treatment of septage waste and other sales of treatment services to customers that do not have an assignment of Allocated Capacity. Such projected income shall be allocated based on Allocated Capacities to offset Operation and Maintenance Expenses during such Fiscal Year.

(E) Each Purchaser hereby agrees to pay all amounts due hereunder from the revenues of its Purchaser's System. The obligation of each Purchaser to pay all of the charges set forth at Section 3.3(A) hereof shall be absolute and unconditional and shall not be suspended or discontinued for any cause whatsoever, including without limiting the generality of the foregoing, the failure of Seller to complete the acquisition, construction, improvement, or upgrading of any portion of the Plant; any acts or circumstances that may constitute failure of consideration, destruction of or damage to any portion of the Plant; and any failure on the part of Seller to perform and observe any agreement, whether expressed or implied, under this Agreement. Each Purchaser hereby covenants to impose rates and charges of the respective Purchaser's System to make 100% of the payments of its portion of the Revenue Requirement each Fiscal Year as required hereunder.

(F) The obligations hereunder shall not in any event constitute an indebtedness of a Party within the meaning of any provision, limitation, or restriction of the State Constitution or statutes of the State and the faith, credit and taxing power of each Purchaser is expressly not pledged therefor. Each Purchaser is not obligated to pay the amounts provided for hereunder, save and except from the revenues of its Purchaser's System.

Section 3.4 Annual Budget; Contingency Fund.

(A) The Parties will form the Advisory Board to make decisions concerning the operation of the Plant and recommendations regarding the Annual Budget, provided, however, the Plant will continue with its current operations until such time as the Advisory Board decides otherwise. Voting on the Advisory Board shall be on a one vote per Party basis, with a majority of all votes entitled to be cast required to approve any item, unless unanimity is specified for the particular approval or action.

(B) The Advisory Board will meet monthly or at some other interval that the Advisory Board may agree upon, provided that the Advisory Board must meet at least quarterly. Professionals, advisors, and employees of each Party may attend meetings of the Advisory Board

along with the Advisory Board member of such Party. Seller shall prepare a monthly financial statement and a monthly operating report and the same will be provided to the Advisory Board not more frequently than monthly, and not less frequently than quarterly; in each case such reports shall be made available within 15 days of the close of the applicable period. Such monthly report shall include a comparison of actual revenues and expenses to budgeted amounts with the same detail provided in the Annual Budget.

(C) Every year, the Advisory Board will discuss possible structural changes to the Advisory Board, the ownership of the Plant, and the Parties' Service Areas and Designated Service Areas. Notwithstanding the foregoing or anything else in this Agreement, the Parties agree to diligently pursue, on terms reasonably agreeable to all Parties, the formation of a Joint Sewer Authority pursuant to Title 6, Chapter 25 of the South Carolina Code in order to purchase, construct, acquire, own, operate, maintain, repair, and improve the Plant.

(D) Seller shall as soon as practicable deliver to the Advisory Board a proposed Annual Budget; provided, that the proposed Annual Budget shall be provided to the Advisory Board no later than the earlier of either (i) April 1 of a Fiscal Year, or (ii) the time when the utility fund portion of the Pendleton's proposed annual budget is publicly presented to Pendleton's governing body for approval. The Advisory Board shall provide a formal written recommendation regarding the proposed Annual Budget within 30 days of receipt from Seller. The proposed Annual Budget shall specify all expense items, charges, and other financial data necessary to compute the Revenue Requirement for such Fiscal Year and the charges payable by each Purchaser, and shall include the comparable data for each entry for the prior Fiscal Year and an explanation of any material variances.

(E) At the request of a Purchaser, Seller will cause the senior management official to meet with such Purchaser, prior to Pendleton's public hearing on the ordinance adopting its annual budget, in order to discuss the Annual Budget in detail. In the event that a Purchaser objects to any part of the proposed Annual Budget, Seller will permit that Purchaser to present its objections to Pendleton's governing body, in open or executive session, prior to final approval of Pendleton's annual budget. Exercise of this right of petition shall not be a precondition of seeking other relief for improper charges.

(F) As part of compiling its Annual Budget and the information provided to the Advisory Board under Section 3.4(B), Seller shall compute and provide a calculation of the Revenue Requirement and the charges to be paid by each Purchaser according to the terms of this Agreement and using a generally accepted cost-of-service rate-making methodology which categorizes costs on a functional basis and allocates them on a cost-causation basis. Charges under Section 3.3(A) shall be computed for each Fiscal Year to be adequate to recover from all Parties sufficient revenues to operate and maintain the Plant on an on-going basis. All revenues received by Seller's System attributable to the Plant shall be reflected in the calculations.

(G) Mid-period adjustments to the Annual Budget and resulting changes to the Section 3.3(A) charges may be implemented by Seller in cases of clearly demonstrated need based on unforeseen costs or circumstances, following submission of the adjustment to the Advisory Board and receiving a recommendation from the Advisory Board regarding such Annual Budget amendment and revisions to charges. Such adjustments shall be calculated

consistent with the Accounting Principles, ratemaking methodologies and cost allocation provisions referenced above. Any such adjustment shall require Notice to the Purchasers with a detailed description on the reasons for the change and accounting and other data supporting the need for the adjustment and the calculation of new Section 3.3(A) charges, with such Notice to be given no later than 30 days prior to the first reading of an ordinance of the Town Council of Pendleton to adjust Section 3.3(A) charges. The recommendation of the Advisory Board shall be provided to Seller's governing body on or before first reading of such ordinance amending the Annual Budget.

(H) If necessary, but only in cases of clerical, metering, or computation error, Seller may issue a corrected billing statement to Purchasers together with a detailed description of the corrections. In such event, Purchasers shall pay to Seller the corrected billing statement within 30 days of the issuance thereof.

(I) Seller shall establish and maintain a Contingency Fund, to be funded at all times in the amount of the Contingency Fund Amount. The Annual Budget shall determine the amount necessary to replenish or maintain the amount on deposit in the Contingency Fund, which amount shall be included in the Operation and Maintenance Charge. Amounts on deposit in the Contingency Fund may be used only for purposes of paying Operation and Maintenance Expenses during periods in which revenues generated by the Operation and Maintenance Charges are insufficient for such purpose. At any time that the amount on deposit in the Contingency Fund exceeds the Contingency Fund Amount, the Seller, in its discretion, shall either refund to the Purchasers the excess amounts or apply them as a credit against the Operation and Maintenance Expenses for the next ensuing billing period.

(J) The Advisory Board shall develop a five-year capital improvement plan for the Plant addressing capital projects, particularly those to be funded under Section 3.6 or 3.7 of this Agreement, and update it annually no later than the time it provides its recommendation regarding the Annual Budget. Upon development and at each update, the five-year capital improvement plan shall encompass the immediately succeeding five full Fiscal Years.

Section 3.5 Plant Renewal and Replacement Fund; Investment Earnings; Initial Funding. There is hereby established the Plant Renewal and Replacement Fund, which may only be used upon the approval of the Advisory Board. Revenues generated by Depreciation Charges, and analogous charges to other customers of Seller's System, shall be credited to the Plant Renewal and Replacement Fund by Seller. Amounts deposited into the Plant Renewal and Replacement Fund may be used from time to time to pay for renewal and replacement of capital improvements of the Plant. Appropriate records of expenditures from this fund shall be maintained by Seller. Allocations into the Plant Renewal and Replacement Fund shall be set forth in the Annual Budget. Allocations into the Plant Renewal and Replacement Fund attributable to Seller's Allocated Capacity shall be billed to Seller's customers and treated as provided in Section 3.3. No Depreciation Charge shall be due when the balance in the Plant Renewal and Replacement Fund equals or exceeds 5% of the replacement value of the Plant as determined by an Independent Consultant or as may be agreed by the Advisory Board. Earnings on the Plant Renewal and Replacement Fund shall be retained in such fund and become exclusively part of such fund.

Section 3.6 Capital Costs Not Related to Increases of a Purchaser's Allocated Capacity in Plant.

(A) Seller shall make all capital improvements necessary to maintain Seller's ability to provide Purchasers Wastewater Service consistent with each Party's Allocated Capacity, including improvements necessary to satisfy applicable regulatory agency requirements, and shall provide information regarding the need for any such capital improvement to the Advisory Board. All capital improvements under this Section 3.6 shall be reviewed by the Advisory Board, which shall provide a recommendation regarding the same, which shall be distributed to the Parties in the same manner as Notice. The costs therefor will be paid as follows:

- (1) First, such costs shall be paid from annual Current Capital Component revenues;
- (2) Second, remaining costs shall be paid from the Plant Renewal and Replacement Fund; and
- (3) Third, remaining costs shall be paid as Future Capital Improvement Costs, with each Purchaser's share of the remaining cost of such improvements to be computed based on its Allocated Percentages. Purchasers shall pay such Future Capital Improvement Costs over the duration of the construction project in amounts reflecting the cash flow requirements of the project (and which may be paid in whole or in part from bonds issued by a Purchaser).

(B) Upon recommendation of the Advisory Board, and in order for the Parties to spread out the costs of capital costs under this Section 3.6 over multiple Fiscal Years, the Parties may agree either (i) for the Seller to issue Bonds to defray the costs of identified capital improvements and make the required payments thereafter to cover the associated Future Capital Improvement Costs on terms agreeable to the Seller and Purchasers, the debt service on which will be paid by such Purchasers as Debt Service Charges, or (ii) for each Party to provide its share of the required sum for the capital improvements by a date certain through any legally available funds, including the issuance of bonds of such Party. Such agreement and terms regarding the provision of funds shall be approved by the governing body of each Party by either resolution or ordinance. Upon the issuance of any Bonds, Exhibit B hereto shall be updated within 30 days of the issuance of such Bonds and provided to the Parties in the same manner as Notice. All amounts payable under this Section 3.6 shall be based on Allocated Percentages; provided however, that amounts payable on the 2009 SRF Loan shall be as set forth on Exhibit B. In the absence of such agreement, charges under this Section 3.6 shall be imposed pursuant to paragraphs (1)-(3) of Section 3.6(A). Improvements to expand the capacity of the Plant shall not be included in any calculation under this Section. Bonds may be refunded at any time by the Seller without the consent of the Purchasers provided that (A) the Purchasers shall be given 30 days Notice by Seller to determine whether to retire all or any portion of the refunded Bond a Purchaser makes payments with respect to hereunder prior to the sale thereof and shall tender such funds to Seller within 60 days of such Notice, and (B) upon the issuance of the refunding Bond (i) the final maturity of the refunding Bond shall not extend beyond the final maturity of the refunded Bond, (ii) savings are shared in proportion to each Party's payment obligation, and (iii) debt service on the refunding Bond shall be lower than on the refunded Bond in each Fiscal Year.

(B) Seller shall promptly provide each Purchaser Notice and copies of all correspondence and documents related to any regulatory deficiency in the Plant the correction of which might result in Future Capital Improvement Costs, within five days following its receipt thereof, provided that this requirement shall not apply to any documents protected by the attorney-client privilege. As soon as practicable following such Notice, Seller shall procure an estimate of cost from an Independent Consultant and, upon completion thereof, provide the same to the Purchasers with an estimate of the related Future Capital Component.

Section 3.7 Expansion of the Plant to Provide Additional Capacity.

(A) Additional Allocated Capacity needed by any Party shall be made available from time to time by Seller, if feasible as reasonably determined by unanimous approval of the Advisory Board, with the costs of providing such additional capacity being assumed on a *pro rata* basis by the Party or Parties requesting or needing such additional capacity. If any Party shall determine that it requires additional capacity in the Plant, then it shall provide Notice to the other Parties in writing setting forth its estimated requirement for additional capacity and the time at which it estimates such additional capacity will be required. Seller shall promptly provide Notice of any such request to all other Parties. Within 60 days of the receipt of the initial Notice requesting capacity, representatives of the Seller, the requesting Party, and other interested Parties shall meet and exchange information in order for Seller to determine (i) the total capacity required by all Parties, (ii) the time for providing additional capacity, (iii) the manner of providing such capacity, (iv) the feasibility of the expansion, and (v) such other matters relating to the provision of such capacity as any Party may deem necessary.

(B) Seller agrees to undertake the design and construction of the improvements necessary to provide the additional capacity requested or needed by a Purchaser in a timely manner and diligently pursue the completion thereof such that such capacity will be available on or before the date set forth in such Notice. Provided, however, that, prior to Seller's undertaking of such obligations, the following conditions are met:

- (1) The requested availability date shall be not less than 30 months following the date of the notice of approval of expansion by the applicable regulatory authorities;
- (2) Seller shall not be required to add capacity to the Plant in increments of less than one MGD;
- (3) Purchaser shall advance to Seller such funds as are required to cover the design and engineering expenses of the improvements necessary, and related consulting and legal fees, to provide the additional capacity requested by such Purchaser, following the review of the engineering scope of work and contract for such work by the Advisory Board and recommendation by the Advisory Board regarding the same prior to the award of such contract;
- (4) Purchaser shall make provision for the payment of the costs of construction, construction management, permitting, and related consulting and legal fees of such expansion through (i) the payment of such Purchaser's share of the Future

Capital Improvement Costs of such expansion for deposit into and administration under an escrow account during the construction period; or (ii) an amendment to this Agreement among the Parties providing for Seller to issue Bonds on terms agreeable to the Seller and such Purchaser, the allocable portion of the proceeds of which will be deposited into an escrow account and the allocable portion of the debt service on which will be paid by such Purchaser as Debt Service Charges; and

- (5) Seller shall be able to obtain all necessary discharge or other permits required to support the expansion and operate the Plant after such expansion.

(C) In case of expansion, the Parties agree that Exhibit A to this Agreement will be modified by mutual agreement to the extent necessary to set forth the new Allocated Capacities and the Allocated Percentages required as a result of any expansion.

Section 3.8 Additional Future Capacity. Should capacity in the Plant increase beyond that then contemplated in Exhibit A, as may be amended from time to time, by any means other than pursuant to Section 3.7, including, without limitation and by way of example only, improvements funded through a grant, technological enhancements added as part of normal operations, or otherwise, such additional capacity shall be allocated on the basis of then applicable Allocated Capacities unless otherwise agreed among all Parties in writing. Any change in Plant capacity and the resulting changes in Allocated Capacities and Allocated Percentages shall be promptly reflected in an amendment to Exhibit A hereto.

Section 3.9 Response to Capacity Limitations. The Parties recognize that circumstances may arise in which the Purchasers may request additional capacity to serve the needs of wholesale or direct industrial customers under either Section 3.7 or Section 3.8 of this Agreement, and that these requests may come at a time when Seller has reasonably determined that the ability of the Plant to meet projected future needs for sewer treatment capacity is limited by environmental, regulatory, or other engineering constraints. In cases where capacity in the Plant cannot be expanded to meet both the reasonably projected needs within the Parties' respective Service Areas and the request for additional capacity to serve the needs of wholesale or direct industrial customers located outside of the Parties' respective Service Areas, then the Seller shall provide the Purchasers with a capacity needs and expansion study prepared by an engineer licensed in the State of South Carolina selected by the Advisory Board. The purpose of this study shall be to validate and test the estimated needs within the Parties' respective Service Areas and the environmental or engineering limitations that prevent the expansion of capacity in the Plant to meet all of those needs. Such study shall reflect a planning horizon of no greater than five years and shall reflect the independent professional judgment of the engineer who prepared it as to the reasonableness and suitability of all data and assumptions contained in it. In cases where the report validates the inability to serve both sets of needs, the Seller may limit the provision of additional capacity to serve the needs of wholesale or direct industrial customers located outside of the Parties' respective Designated Service Areas in order to ensure that the needs within the Parties' respective Designated Service Areas are met on a priority basis. However, in no case shall Seller offer to provide additional service to wholesale or direct industrial customers located outside of Pendleton's Designated Service Area, or provide capacity to others for doing so, until the Purchasers' prior requests for additional capacity have been met.

Should the study indicate capacity may be added, the Parties shall proceed under Section 3.7 hereof.

Section 3.10 Measurement of Wastewater Flows. Each Purchaser's flow shall be individually measured at the applicable Connecting Meters, all as reasonably specified by Seller from time to time. The Connecting Meters shall be selected and installed, if necessary and as applicable, by Seller after consultation with the appropriate Purchaser to permit such Purchaser to provide input into the selection, installation and calibration of such Connecting Meters. Purchasers shall have the right to observe and inspect the installation of Connecting Meters. The cost of the Connecting Meters and all installation, repair, and maintenance costs thereto as well as the cost of the activities necessary to accurately calculate the Metered Flows shall be paid by the appropriate Purchaser. Seller agrees to permit the Purchasers to conduct such inspection of the Connecting Meters as reasonably requested by Purchasers. Seller further agrees to provide to the Purchasers copies of all data regarding total flows treated at the Plant and the Connecting Meters as reasonably requested by Purchasers. Seller further agrees to provide routine testing and calibration of Connecting Meters no less frequently than once every six months. A Purchaser may request testing outside of the six-month testing cycle. If this out-of-cycle testing shows the Connecting Meters to be accurate within 5% of actual flow, the Purchaser shall pay the costs associated with such testing. If the Connecting Meters are found to be inaccurate by 5% or more, Seller shall pay the costs for such testing and subsequent recalibration.

Section 3.11 Operation and Maintenance of Plant.

(A) Seller agrees to operate and maintain the Plant in a good and proper manner in accordance with all applicable requirements of state and federal regulatory agencies, consistent with Good Utility Practices, and in such a manner as to enable it to comply with its obligations under the Agreement.

(B) Seller shall obtain and maintain, or cause to be obtained and maintained, with responsible insurers such insurance on the Plant (to the extent applicable insurance is available) that is customarily maintained with respect to properties of like character against accident to, loss of, or damage to such properties in an amount, less reasonable deductibles, sufficient to restore the Plant to operation in case of casualty loss.

Section 3.12 Books and Records. Seller shall maintain separate accounting records for both Seller's System and the Plant which records shall be maintained in accordance with Accounting Principles and audited annually by a licensed certified public accountant. All books and records of Seller pertaining to both Seller's System and the Plant and to the Revenue Requirements, and the components thereof, charged hereunder shall be available to each Purchaser for inspection at all reasonable times upon reasonable notice, with Purchaser to pay Seller's reasonable costs for providing Purchaser with such books and records. Seller shall collect data necessary to allocate costs in conformity with cost allocation principles established in this Agreement.

Section 3.13 Sale of Wastewater Services and Allocated Capacity.

(A) Seller and Purchasers agree that this Agreement shall in no way limit or prohibit the sale by any Party within its respective Service Area of wastewater collection or disposal services to the Parties' respective current or future customers using the Wastewater Services provided under this Agreement.

(B) A Party may sell or lease all or any portion of its Allocated Capacity to any other Party on such terms and conditions as shall be agreed to by such Parties.

(C) A Party may sell or lease all or any portion of its Allocated Capacity to a person who is not a Party, as a sale of capacity rights separate and apart from the sale of bundled Wastewater Services to that person, but only upon written consent of all Parties, and compliance with the following conditions:

(1) the Allocated Capacity shall first be offered to the other Parties on the same offered terms for a period of 30 days following Notice of such offer unless extended by the Party selling such Allocated Capacity;

(2) if all of the Parties elect not to purchase any portion, then that portion may then be offered to a new purchaser who is not a Party;

(3) as a condition to such sale or lease, such new purchaser shall become a Purchaser under this Agreement; and

(4) no such sale, lease, or other disposition of Allocated Capacity shall relieve any Party of primary responsibility for the performance of its obligations under this Agreement absent express written consent of all Parties.

(D) Notwithstanding any other provision of this Agreement to the contrary, each Purchaser hereby acknowledges that (i) Seller may finance costs of Seller's System with the proceeds of Bonds and that the interest paid to the holders of certain of the Bonds is tax exempt pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations promulgated thereunder (the "**Regulations**") and (ii) the Code and Regulations prescribe certain limitations (the "**Private Business Use Limitations**") on the amount of Wastewater Services supplied by Seller's System that Seller is permitted to sell, directly or indirectly, to a person or entity other than a state or local governmental unit as defined by the Code and Regulations ("**Private Persons**") (such direct or indirect sales shall hereinafter be referred to as "**Private Business Use**"). For purposes of this Section, the United States of America and any agency or instrumentality of the United States of America are Private Persons, and providing Wastewater Services by Seller's System to the United States of America and any agency or instrumentality of the United States of America may constitute Private Business Use.

Purchaser hereby further acknowledges that any direct or indirect sale by Purchaser of such Purchaser's Allocated Capacity that constitutes Private Business Use in excess of the Private Business Use Limitations (i) may cause Bonds to be deemed to be private activity bonds

under the Code and Regulations, and (ii) may cause the interest on Bonds to be included in gross income of the holders of the Bonds retroactively to the issue date of the Bonds.

The Parties hereby represent, warrant, and covenant as follows:

(1) Each Party shall ensure that for any Fiscal Year (i) not in excess of 10% of the amount its Metered Flows is subject to Private Business Use, if, in addition, the payment of more than 10% of its payments hereunder arise out of such use.

(2) To the extent permitted by law, in the event a Party enters into any contract, arrangement, or agreement, whether formal or informal, that may cause, or causes, any of the Bonds to fail to satisfy the Private Business Use Limitations, that Party will pay, or cause to be paid, on behalf of the Seller, all amounts required to be paid in order to preserve the tax-exempt status of the Bonds under the Code and the Regulations, including without limitation, (i) all amounts determined to be due and payable to the United States of America with respect to the Bonds in connection with any examination of the Bonds by the Internal Revenue Service, (ii) all amounts determined to be due and payable to the United States of America with respect to the Bonds in connection with the Internal Revenue Service Voluntary Compliance Program, (iii) all amounts determined to be due and payable to the United States of America arising out of any other method or manner of determination by the Internal Revenue Service that the interest on the Bonds is included in the gross income of the holders of the Bonds due to the failure of the Bonds to comply with the Private Business Use Limitations, and (iv) all reasonable attorneys' fees, charges, and costs incurred by the Seller to protect and maintain the tax-exempt status of the Bonds.

(3) The terms of any direct or indirect sale by Purchaser of such Purchaser's Allocated Capacity shall be deemed to include the terms of this Section which shall be binding on all purchasers including all subsequent purchasers. Any transfer of Allocated Capacity or of any other rights arising under this Agreement which transfer is not subject to the terms of this Section shall be void *ab initio*.

Section 3.14 Pretreatment.

(A) The Purchasers grant to the Seller full authority to administer and manage Pendleton's industrial pretreatment program in the Service Areas of Clemson and Anderson, and to their significant industrial users, to be served by the Plant.

(B) The Purchasers grant to the Seller full responsibility and authority of issuing new industrial user permits to all of the Purchaser's existing and future significant industrial customers to be served by the Plant.

(C) The Purchasers grant to the Seller full responsibility and authority for monitoring and sampling all significant industrial users to be served by the Plant in the Purchasers' Service Areas for compliance with the Seller's industrial pretreatment program.

(D) The Purchasers grant to the Seller all rights and remedies in their Service Areas, including the levying of fines, administering civil penalties, and administering criminal penalties as prescribed in the Seller's sewer use ordinance to enforce compliance with the Seller's industrial pretreatment program by customers of the Purchasers served by the Plant. The Advisory Board shall review and approve the imposition of all civil and criminal penalties to be imposed by Seller on a customer of a Purchaser.

(E) The Purchasers grant to the Seller full authority to levy and collect fees and charges from the Purchasers' significant industrial users in their Service Areas to be served by the Plant as are required to cover the costs of Seller's industrial pretreatment program on an equitable basis with all customers of Seller's System.

(F) The Seller agrees to accept the administration, management, monitoring, and enforcement duties and responsibilities of its industrial sewer use ordinance as it relates to the Purchasers' Systems and Service Areas for industrial user customers only and will endeavor to keep the Purchasers fully informed of its permitting activities and proposed enforcement actions relating thereto, subject to Section 3.14(D).

(G) The Purchasers agree to keep the Seller fully informed on all significant industrial user customers of Purchaser in their respective Service Areas served by the Plant, to cooperate regarding the administration and management of the Seller's sewer use ordinance as it applies to significant industrial user customers of the Purchasers, and to assist the Seller regarding compliance and enforcement within the Purchasers' applicable respective Service Areas.

(H) The Parties agree that nothing herein grants Seller the right to waive the terms of any Purchaser ordinance or resolution, or the imposition and collection of any fee or charge imposed by a Purchaser.

Section 3.15 Service Areas.

(A) Anderson, by ordinance, has designated the entire unincorporated area of Anderson as the Designated Service Area of Anderson's System, and provides service within certain areas of the unincorporated area of the County and within certain municipalities as described at paragraph (C) of the Background and Findings hereof.

(B) Anderson consents to Pendleton providing sewer service, at Pendleton's sole expense, within that portion of Anderson's Designated Service Area shown in Exhibit C hereto regardless of whether Pendleton annexes such areas or not (the "**Consented Service Area**"). Consent to Pendleton providing service in such Consented Service Area in no way transfers ownership of any part or portion of Anderson's System and Anderson retains the right to utilize its trunk lines within the Consented Service Area for the conveyance of wastewater. In the portion of the Consented Service Area where Anderson has sewer lines, e.g. the School District area, Pendleton shall exercise reasonable efforts to utilize such existing sewer lines for transportation of wastewater to the Plant and pay Anderson a mutually agreed upon transportation fee as contemplated in that Memorandum of Understanding among Anderson, Pendleton, and Anderson County School District Four dated January 26, 2017. Any wastewater

transported by Anderson to the Plant from such area will not count against Anderson's Allocated Capacity.

(C) If Pendleton becomes aware that development is planned in areas outside of the Consented Service Area that does not presently have sewer service and are contiguous to Pendleton's municipal boundaries or the Consented Service Area, and desires to provide such service, Pendleton will immediately provide Notice to Anderson of such development and its interest in providing service. Anderson shall review such Notice and consider whether to grant additional consent for Pendleton to provide service within Anderson's Designated Service Area, with any consent requiring an ordinance of Anderson's County Council.

(D) If Clemson seeks to provide sewer service in Anderson or Pendleton, Clemson will provide Notice to Anderson or Pendleton of such interest in providing service. Anderson or Pendleton shall review such Notice and consider whether to grant consent for Clemson to provide service within Anderson's Designated Service Area or within Pendleton, with any consent requiring an ordinance of Anderson's County Council or Pendleton's Town Council, as applicable.

(E) If Anderson seeks to provide sewer service in Clemson or Pendleton, Anderson will provide Notice to Clemson or Pendleton of such interest in providing service. Clemson or Pendleton shall review such Notice and consider whether to grant consent for Anderson to provide service within Clemson or Pendleton, with any consent requiring an ordinance of Clemson's City Council or Pendleton's Town Council, as applicable.

* * *

ARTICLE IV

EVENTS OF DEFAULT; REMEDIES

Section 4.1 Events of Default; Remedies.

(A) To the extent permitted by law:

(1) In the event that a Purchaser fails to make any monetary payment required by this Agreement when due, Seller may institute such action as may be necessary to enforce payment of such amounts, including interest on past due amounts, from the date such amount becomes due until paid in full at a default interest rate of 10% per annum. In addition, if such Purchaser fails to make payment when due, upon 60 days Notice from the Seller, the defaulting Purchaser shall forfeit its capacity rights under this Agreement immediately following such 60-day period and does hereby appoint Seller as its agent for the purpose of transferring such Purchaser's Allocated Capacity to the nondefaulting Parties in proportion to their relative Allocated Percentages (for example, if Allocated Percentages were split in thirds, the nondefaulting Parties would each get half of the defaulting Party's Allocated Capacity). Should the defaulting Party pay all amounts due and otherwise comply with the terms of this Agreement, a nondefaulting Party may transfer Allocated Capacity to such Party upon such terms as may be mutually agreeable, or not at all.

(2) In the event that Purchaser fails to perform any non-monetary covenant, obligation, term, or promise in this Agreement after 30 days from the date of Notice to Purchaser of such failure, Seller may bring action against Purchaser for the specific performance by Purchaser of such covenant, obligation, term, or promise.

(3) In the event that a failure by Purchaser to perform any covenant, obligation, term, or promise in this Agreement is the proximate cause of any physical damage to Seller's Plant, then Purchaser shall be responsible for the cost of repairing such damages, and Seller may bring an action therefor.

(B) To the extent permitted by law:

(1) In the event that Seller fails to make any monetary payment required by this Agreement within 30 days from the date when due, Purchasers may institute such action as may be necessary to enforce payment of such amounts, including interest on past due amounts, from the date such amount becomes due until paid in full at a default interest rate of 10% per annum.

(2) In the event that Seller fails to perform any non-monetary covenant, obligation, term, or promise in this Agreement after 30 days from the date of Notice to Seller of such failure, Purchaser may bring action against Seller

for the specific performance by Seller of such covenant, obligation, term, or promise.

(3) In the event that a failure by Seller to perform any covenant, obligation, term, or promise in this Agreement is the proximate cause of any physical damage to Purchaser's System, Seller shall be responsible for the cost of repairing such damages, and Purchaser may bring an action therefor.

(4) If Seller shall become indebted to Purchaser by reason of any provision in this Agreement, Purchaser shall have no right to offset such indebtedness against its obligations to make payments under the provisions of Article III of this Agreement. Seller shall not be liable in any event for consequential, incidental, punitive, economic, or third-party damages. The fact that the obligations of Purchaser to make payments under this Agreement are absolute and unconditional shall not be construed to diminish the exclusive remedies provided by this Section 4.1 for any failure by Seller to perform under this Agreement.

* * *

ARTICLE V

MISCELLANEOUS

Section 5.1 Effects of Force Majeure. If by reason of Force Majeure any Party shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligations of Purchaser to make the payments required under Section 3.3 of this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of such Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable diligence.

Section 5.2 Ownership and Sale of the Plant; Purchaser Right of First Refusal. The Plant shall at all times be the sole and absolute property of Seller; provided, however, Seller acknowledges that each Purchaser has the right to its Allocated Capacity within the Plant in accordance with the provisions of this Agreement. In the event that Seller determines to sell the Plant, and receives written consent from each Purchaser to solicit or receives proposals for the purchase of the Plant, Seller hereby grants to each Purchaser a right of first refusal and agrees to obtain a written proposal from the entity offering to purchase the Plant and will offer the Plant to each Purchaser on the same terms. Seller shall provide Notice and a copy of the proposal to each Purchaser, and each Purchaser may elect in writing within 90 days of Notice of the proposal, to purchase the Plant on the terms indicated. If more than one Purchaser seeks to purchase the Plant, then the Purchasers so electing shall purchase the Plant in shares determined by their relative Allocated Percentages. If a Purchaser does not respond to Notice of Seller's written offer within 90 days from the date of Seller's offer, that Purchaser shall be deemed to have waived its right to purchase the Plant and to have consented to the sale thereof. Seller agrees not to undertake a sale of any of the Plant to any entity unless Seller provides to each Purchaser an opinion of counsel experienced in matters of tax-exempt bonds to the effect that such sale will not adversely affect the tax-exempt status of bonds issued or to be issued by either Purchaser.

Section 5.3 Cooperation in Issuance of Obligations by Each Party. Each Party covenants and agrees that it will cooperate with each other Party in the issuance of any bonds or other obligations proposed to be issued by a Party and secured by revenues of such Purchaser's System or Seller's System. In connection therewith, each Party shall promptly comply with all reasonable requests of each other Party and will, upon request:

- (1) Make available general financial and operational information about itself and its Seller's System or Purchaser's System;
- (2) Consent to publication and distribution of its financial information;
- (3) Certify that information provided by it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;

- (4) Make available certified copies of official proceedings and records, if applicable;
- (5) Provide reasonable certifications to be used in a transcript of closing documents;
- (6) Provide reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, its title to its Seller's System or Purchaser's System, pending or threatened litigation that could materially affect its performance hereunder, and any other reasonably requested opinions; and
- (7) Provide such other information, documents, and certifications as each Party may reasonably request.

Provided, however, that each Party's obligation to cooperate as set forth herein shall be conditional upon agreement by the requesting Party to reimburse any and all reasonable costs associated with such request, provided the requesting Party shall have first received an estimate of such costs from the Party receiving such request.

Section 5.4 Waiver of Jury Trial; Jurisdiction and Venue.

THE PARTIES HERETO HAVE EACH, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH REGARD TO ANY DISPUTE HEREUNDER. ALL PARTIES HEREBY CONSENT TO VENUE IN THE STATE COURTS IN ANDERSON COUNTY, SOUTH CAROLINA.

Section 5.5 Notices. "**Notice**" is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three Business Days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the principal addresses of the Parties as follows:

If to the Town of Pendleton:

Town of Pendleton
Attn: Town Administrator
310 Greenville Street
Pendleton, SC 29670
Email: stevem@townofpendleton.org
with a copy (which is not Notice) to:

Town of Pendleton
Attn: Town Attorney

If to the City of Clemson:

City of Clemson
Attn: City Administrator
1250 Tiger Boulevard, Suite 1
Clemson, SC 29631
Email: ablondeau@cityofclemson.org

City of Clemson
Attn: Utilities Director
300 Cochran Road
Clemson, SC 29631
Email: bmcgill@cityofclemson.org

with a copy (which is not Notice) to:

City of Clemson
Attn: City Attorney
1250 Tiger Boulevard, Suite 1
Clemson, SC 29631

If to Anderson County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, SC 29622
Email: rburns@andersoncountysc.org

Anderson County
Attn: Wastewater Manager
P.O. Box 8002
Anderson, SC 29622
Email: dbsingleton@andersoncountysc.org

with a copy (which is not Notice) to:

Anderson County
Attn: Anderson County Attorney
P.O. Box 8002
Anderson, SC 29622
Email: lharmon@andersoncountysc.org

Rejection or other refusal to accept or inability to deliver because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice, request, or other communication. Any Party hereto may, by written notice given to the other Parties to this

Agreement, designate any further or different addresses to which subsequent Notice, certificates or other communications shall be sent.

Section 5.6 Authority/Beneficiaries. Each Party hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Agreement and that the person executing the Agreement on their behalf has been duly authorized to do so. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchasers and their respective successors or assigns.

Section 5.7 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 5.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.9 Governing Law. This Agreement is prepared and entered into with the intention that the law of the State shall govern its performance and construction, and such performance and construction shall be governed by such law.

Section 5.10 Amendments. This Agreement may not be amended, changed, modified or terminated without in each instance the prior written consent of the Parties hereto. Seller shall promptly circulate all executed amendments to this Agreement to the Parties with the Notice thereof.

Section 5.11 No Adverse Presumption. Seller and Purchasers hereby acknowledge that this Agreement arose as the result of arm's length negotiations between the Parties and that this Agreement was prepared with the advice, consent, recommendation and review of each and all Parties and their counsel, and is the product of input by all Parties. As a result, any ambiguity or uncertainty is not to be construed against the Party whose counsel prepared this Agreement on the grounds that such Party's representatives drafted this Agreement or any part thereof.

Section 5.12 Third Parties. This Agreement does not and is not intended to confer in favor of any persons or entities other than Seller and Purchasers any rights or remedies whatsoever, the Parties hereto intending by the provisions hereof to confer no such benefits or status.

Section 5.13 Captions. The Section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provisions hereof.

Section 5.14 Further Assurances. The Parties agree to give such further assurances, and to execute, acknowledge and deliver such other instruments as shall be reasonably necessary or appropriate in the judgment of the other Parties to carry out the intent of this Agreement.

Section 5.15 Fully Integrated Agreement, Prior Agreements Superseded. The Parties agree that this Agreement constitutes the entire agreement between or among the Parties related to any aspect of the subject matter hereof, particularly the Plant and Designated Service Areas within Anderson. Reference is made to Section 3.15 regarding Anderson's Designated Service Areas and the requirement of consent to provide service therein. This Agreement shall supersede all existing agreements, understandings, and courses of dealings related to the purchase and sale of Wastewater Services among the Parties hereto. All prior agreements and understandings between or among the Parties related to any aspect of the Plant, and Designated Service Areas within Anderson, are hereby terminated and superseded in full by this Agreement. Specifically, and without limitation, the Prior Agreements are no longer of any force or effect.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Wastewater Capacity and Services Agreement to be signed in their names by their duly authorized officers as of the Effective Date.

TOWN OF PENDLETON, SOUTH CAROLINA

By: _____ [Seal]

Print Name: _____

Title: _____

Witness:

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Wastewater Capacity and Services Agreement to be signed in their names by their duly authorized officers as of the Effective Date.

CITY OF CLEMSON, SOUTH CAROLINA

By: _____[Seal]

Print Name: _____

Title: _____

Witness:

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Wastewater Capacity and Services Agreement to be signed in their names by their duly authorized officers as of the Effective Date.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____[Seal]

Print Name: _____

Title: _____

Witness:

EXHIBIT A

ALLOCATED CAPACITY AND ALLOCATED PERCENTAGE

Prior to the Date of Substantial Completion of the Pendleton Plant Project

<u>Capacity Held By:</u>	<u>Allocated Capacity (MGD)</u>	<u>Allocated Percentage</u>
Pendleton	0.80	40.00%
Clemson	1.00	50.00
Anderson	<u>0.20</u>	<u>10.00</u>
Total Capacity	2.00	100.00%

Upon the Date of Substantial Completion of Pendleton Plant Project

<u>Capacity Held By:</u>	<u>Allocated Capacity (MGD)</u>	<u>Allocated Percentage</u>
Pendleton	1.50	30.00%
Clemson	2.00	40.00
Anderson	<u>1.50</u>	<u>30.00</u>
Total Capacity	5.00	100.00%

EXHIBIT B

PRIOR BONDS COMPONENT AND DEBT SERVICE

Issue	Original Principal Amount	Annual Debt Service	Debt Service Allocation (Anderson)	Debt Service Allocation (Clemson)	Final Maturity ¹
2009 SRF Loan (F1-123-09- 472-05)	\$1,620,850	\$97,099.92	5.00%	50.00%	1/1/2031

¹ Assuming all payments are made by Anderson from the Effective Date through and including January 1, 2025 (totaling \$2,427.50), the Parties agree that Anderson's payment obligation with regard to the 2009 SRF Loan shall be satisfied as of such date in consideration of amounts received by Pendleton as a result of the County having historically made payments in the amount of 10% of debt service rather than the 5% required by the November 12, 2009 agreement.

EXHIBIT C

SERVICE AREAS MAP

PROPOSED PENDLETON SERVICE AREA

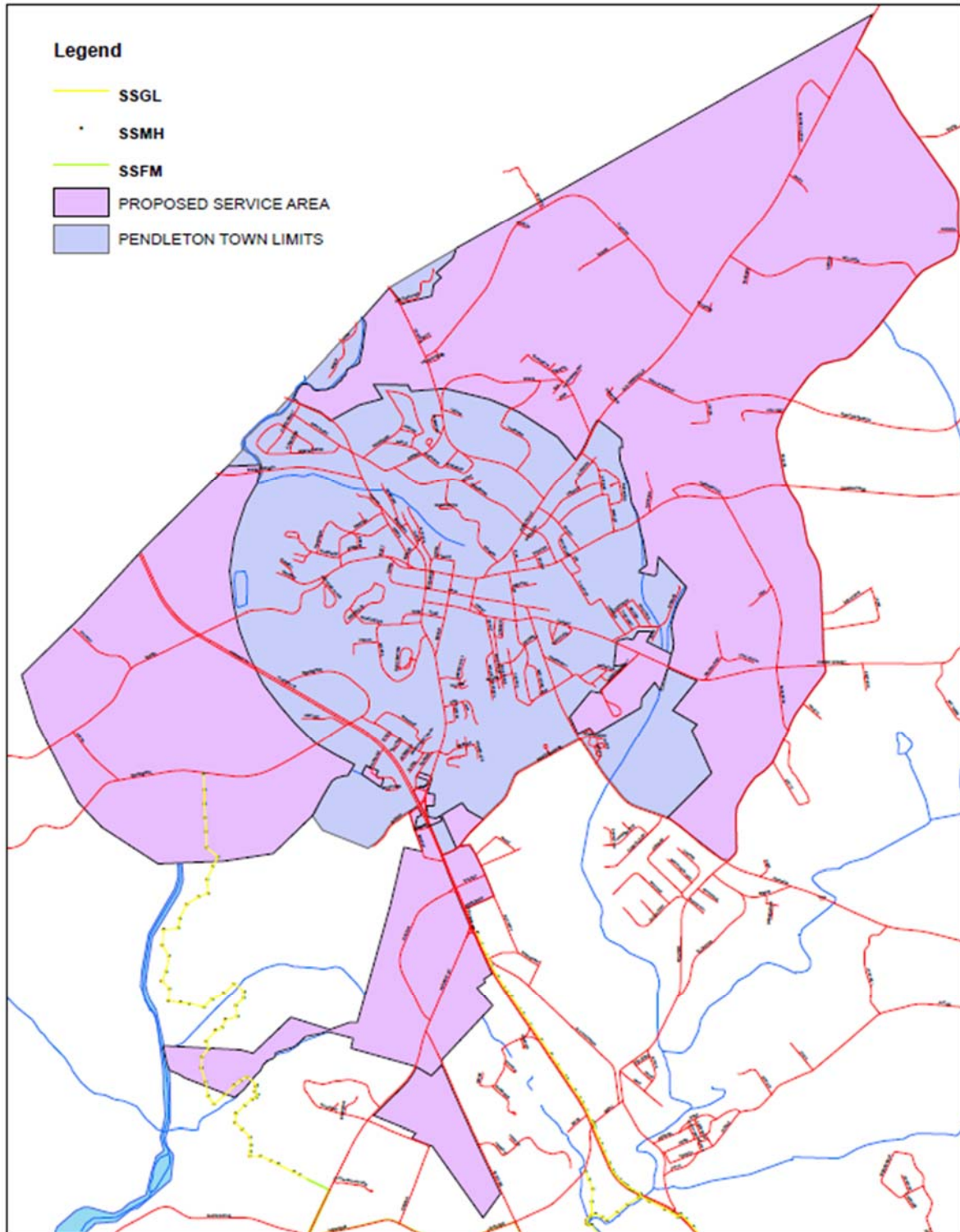


EXHIBIT D

Revenue Requirement Pendleton WWTP

Operation and Maintenance Expenses

- Clearwater Contractual Expenses
- Administrative Services Director's Salary and Fringes
- General Liability and Property Insurance
- External Audit Fee

Debt Service Expenses

- Prior Bonds Component
 - 2009 SRF Loan
- New Bonds Component
- Debt Service Coverage Component

Capital Component

- Current Capital Component
- Future Capital Component

Depreciation Component

- Depreciation

PROJECT MANAGEMENT AGREEMENT FOR
WASTEWATER TREATMENT PLANT EXPANSION

among the

Town of Pendleton, South Carolina,
City of Clemson, South Carolina,
Anderson County, South Carolina,

and

U.S. Bank Trust Company, National Association, as Escrow Agent

August 6, 2024

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EXHIBIT A – Incumbency Certificate

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EXHIBIT C – Form of Disbursement Request

EXHIBIT D – Escrow Agent Fee Schedule

This **PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION** (this “**Agreement**”) is made this 6th day of August, 2024 (the “**Effective Date**”), by and among the **CITY OF CLEMSON, SOUTH CAROLINA** (“**Clemson**”), **ANDERSON COUNTY, SOUTH CAROLINA** (“**Anderson**”), the **TOWN OF PENDLETON, SOUTH CAROLINA** (“**Pendleton**” and together with Clemson and Anderson, the “**Project Participants**”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “**Escrow Agent**”). Each entity may hereinafter be referred to as a “**Party**” or collectively as the “**Parties**.”

BACKGROUND AND FINDINGS

(A) Capitalized terms used in this Agreement shall have the meanings given to such terms in Section 1.1 of this Agreement. In the event that a capitalized term is defined elsewhere in this Agreement and is also defined in Section 1.1 of this Agreement, and there is any inconsistency between such definitions, the definition in Section 1.1 of this Agreement shall control.

(B) Clemson is a municipal corporation and a political subdivision of the State of South Carolina (the “**State**”) and possesses all general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “**State Constitution**”) and statutes of the State to municipal corporations. Clemson has heretofore lawfully established and now operates a municipal water and wastewater system, which generally serves the entire area of Clemson and certain populated areas adjacent to its corporate limits.

(C) Anderson is a county and a political subdivision of the State, and possesses all general powers granted by the State Constitution and statutes of the State to counties thereof. Anderson has heretofore lawfully established and now operates a wastewater system, which generally serves portions of the unincorporated area of Anderson, and certain areas within the municipalities of Anderson and Pendleton by agreement as set forth in the hereinafter defined Intergovernmental Agreement.

(D) Pendleton is a municipal corporation and a political subdivision of the State and possesses all general powers granted by the State Constitution and statutes of the State to municipal corporations. Pendleton has heretofore lawfully established and now operates a municipal water and wastewater system, which generally serves the entire area of Pendleton and certain populated areas adjacent to its corporate limits. Pendleton has lawfully established and now operates a wastewater treatment and disposal system that provides service to the wastewater systems operated by Clemson and Anderson.

(E) Section 6-15-20 of the South Carolina Code (as defined herein) provides that:

Every governmental entity shall be empowered to enter into contracts with other governmental entities for the collection of sewage, for the disposal of sewage, and for the treatment of sewage, and to that end shall be jointly and severally empowered to construct, operate, maintain, enlarge and improve sewer facilities designed for use by the parties to the contract. Such contract may provide for the

joint ownership of the sewer facilities or for the ownership of such facilities by any of the contracting parties, provided that, in such event, the remaining parties shall be empowered to utilize such sewer facilities to the extent provided for in the contract.

(F) Section 5-31-890 of the South Carolina Code provides that:

All municipalities in this State owning, controlling, leasing or planning to construct a system of sewage disposal with or without outfalls, rights of way, easements and appurtenances thereto, may, through proper officials, commissioners of public works, sewer commissions or any of them or like bodies, enter into contracts and agreements with persons or political subdivisions outside the corporate limits of such municipalities, whether contiguous thereto or not, for the construction, maintenance, operation, improvement, leasing, controlling or furnishing the use, benefits and facilities thereof upon such terms and at such rates and charges as may be fixed by the contract or agreement between the parties when, in the judgment of the proper officials, commissioners of public works, sewer commissions, or any of them or like bodies, as the case may be, it is for the best interest of the city, town or municipality so to do. But no such contract or agreement shall be for a period exceeding thirty years from the effective date thereof.

(G) Pursuant to an Intergovernmental Wastewater Capacity and Services Agreement (the “**Intergovernmental Agreement**”) among the Project Participants dated of even date herewith, the Project Participants have entered into a new agreement regarding the operation and use of the Plant (as defined in the Intergovernmental Agreement), superseding and terminating all prior agreements among the Project Participants with regard to Wastewater Services (as defined in the Intergovernmental Agreement).

(H) The current permitted treatment capacity of the Plant is 2.0 million gallons per day (“**MGD**”), which has been allocated 50% to Clemson, 40% to Pendleton, and 10% to Anderson. The Project Participants seek to expand the treatment capacity of the Plant to 5.0 MGD (the “**Project**,” as further defined herein) in order to meet existing and anticipated future wastewater treatment needs of the Project Participants, to promote economic growth, to provide cost effective sewer service to the Project Participants’ respective customers, and prepare for continued population growth in and around the Project Participants.

(I) Through this Agreement, the Project Participants seek to memorialize the procurement, management, and cost-sharing responsibilities of each Project Participant related to the Project; provide for a Project cost allocation of 43.33% to Anderson, 23.33% to Pendleton, and 33.34% to Clemson; and further provide that any Project Grants (as defined herein) that have been or will be obtained shall reduce total allocable Project Costs prior to allocation, except that the first \$600,000 of the SCIIP Grant received in reimbursement shall be credited to the Pendleton Account and applied to Pendleton’s Project Costs Share.

(J) Each Project Participant has found that this Agreement (i) is in the best interest of the public, the Project Participants, and the consumers to be served; and (ii) has been duly

authorized by its respective governing body to sign this Agreement. The undersigned officers have been duly authorized to sign on behalf of their respective Project Participants.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and the agreements of the Parties hereunder, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings unless some other meaning is plainly intended:

“2024 State Grant” means that appropriation from the State of South Carolina included at Proviso 118.20(B)(87)(c) of the State’s Fiscal Year 2024-2025 Appropriations Bill entitled “City of Clemson - Pendleton-Clemson Sewer Upgrade \$ 1,500,000” providing \$1,500,000 for the Project.

“Accounting Principles” means generally accepted accounting principles and practices applicable to governmental entities in the United States, including those applicable to enterprise funds that relate to governmentally owned and operated utility systems, as may be amended or revised from time to time.

“Advisory Board” has the meaning given in the Intergovernmental Agreement.

“Agreement” has the meaning given such term in the Background and Findings to this Agreement.

“Allocated Capacity” has the meaning given such term in the Intergovernmental Agreement.

“Anderson” has the meaning given such term in the Background and Findings to this Agreement.

“Anderson Account” means the Anderson Account of the Project Fund created under Section 4.2 hereof.

“Anderson Representative” means the County Administrator of Anderson and the Wastewater Manager of Anderson, either of whom may act independently.

“Anderson’s System” means Anderson’s system for the collection and transmission of wastewater.

“Business Day” means any day other than a Saturday, Sunday, or federal holiday in the United States of America or a day on which the New York Stock Exchange is closed or a day on which the payment system of the Federal Reserve Bank is not operational.

“**Clemson**” has the meaning given such term in the Background and Findings to this Agreement.

“**Clemson Account**” means the Clemson Account of the Project Fund created under Section 4.2 hereof.

“**Clemson Representative**” means the City Administrator and the Utilities Director of Clemson, either of whom may act independently.

“**Clemson’s System**” means Clemson’s system for the collection and transmission of wastewater.

“**Construction Advisors**” means those representatives from the three Project Participants that will supervise the construction and approve certain matters with regard to the Project; the initial Construction Advisors shall be the Utilities Director of Clemson, the Town Administrator of Pendleton, and the Wastewater Manager of Anderson.

“**Construction Contract**” means the guaranteed maximum price contract with Harper General Contractors, or any successor or assign.

“**Deposit Certificate**” means the certificate of each Project Participant to be executed and delivered in connection with a Project Participant’s deposit of its Project Costs Share in the Project Fund, the form of which is attached as Exhibit B.

“**Disbursement Request**” means a request executed by a representative of a Project Participant to requisition funds from the Project Fund for Project Costs, the form of which is attached hereto as Exhibit C.

“**Effective Date**” has the meaning given such term in the Background and Findings to this Agreement.

“**Escrow Agent**” has the meaning given such term in the Background and Findings to this Agreement.

“**Force Majeure**” means, to the extent beyond the control of the Party claiming an event of Force Majeure, any of the following: acts of God or nature; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the government of the United States or the State or the courts thereof, or any civil or military authority; insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, and explosions; malfunctions of machinery and pipe lines; partial or entire failure of electric supply; or the inability of Pendleton to receive wastewater or operate the Plant hereunder, or a Participant to control wastewater flows hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

“**Intergovernmental Agreement**” has the meaning given such term in the Background and Findings of this Agreement.

“**MGD**” means millions of gallons per day, with the term “day” being understood to refer to the 24-hour period commencing at 12:00 a.m. (midnight) Eastern Time of a given calendar day.

“**Operation and Maintenance Expenses**” has the meaning given such term in the Intergovernmental Agreement.

“**Participant**” means, together or individually as the context requires, Anderson or Clemson, or both, and their respective successors and assigns.

“**Participant’s System**” means, individually or collectively, as the context requires, Anderson’s System or Clemson’s System, or both.

“**Party**” or “**Parties**” has the meaning given such term in the Background and Findings to this Agreement.

“**Pendleton**” has the meaning given such term in the Background and Findings to this Agreement.

“**Pendleton Account**” means the Pendleton Account of the Project Fund created under Section 4.2 hereof.

“**Pendleton Grant**” means \$600,000 of the SCIIP Grant.

“**Pendleton Representative**” means the Town Administrator.

“**Pendleton’s System**” means Pendleton’s entire system for the collection, transmission, treatment, discharge, management, and disposal of wastewater, including the Plant.

“**Plant**” has the meaning given such term in the Intergovernmental Agreement.

“**Project**” has the meaning given such term in Section 3.1 hereof.

“**Project Budget**” has the meaning and is the amount provided at Section 3.1.

“**Project Costs**” means, and is limited to, Project expenditures that are treated as capital expenditures under Accounting Principles. In general, costs shall be treated as capital costs if they are incurred for the planning, acquisition, construction, or improvement of property having a useful life of more than one year and include costs related to the planning, acquisition, construction, or improvement of land, buildings, infrastructure improvements, and intangible assets. Capital costs also include costs and expenditures that increase the value of existing property with a useful life of more than one year or that extend the useful life of existing property for a period of more than one year. Capital costs consist of both direct costs and indirect costs.

“**Project Costs Share**” means, as to a particular Project Participant, such Project Participant’s share of the Project Costs.

“**Project Fund**” means the fund of such name created under Article IV of this Agreement.

“Project Grants” means any grant to one of the Parties made with respect to the Project, including, but not limited to, the SCIIP Grant and the 2024 State Grant.

“Project Participant” has the meaning given such term in the Background and Findings to this Agreement. References herein to the direction of or consent of a Project Participant shall be deemed to mean a direction or consent given by the Representative of such Project Participant.

“Representative” means, individually or collectively as context requires, the Anderson Representative, the Clemson Representative, and the Pendleton Representative.

“SCIIP Grant” means the \$10,000,000 grant awarded to Pendleton in 2023 from the South Carolina Infrastructure Investment Program administered by the South Carolina Rural Infrastructure Authority using State and Local Recovery Funds received through the American Rescue Plan Act

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“State” has the meaning given such term in the Background and Findings of this Agreement.

“State Constitution” has the meaning given such term in the Background and Findings of this Agreement.

“Wastewater Services” has the meaning given such term in the Intergovernmental Agreement.

Section 1.02 Construction. In this Agreement, unless context otherwise requires:

- (1) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the Effective Date of this Agreement.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa, unless context clearly dictates otherwise.
- (4) Exhibits to this Agreement constitute an integral part of this Agreement.
- (5) Where Business Days are not specified in this Agreement, days should be interpreted as actual calendar days, and time periods shall be computed so as to exclude the reference day for the period and include the day on which the act or event is to happen.
- (6) Three asterisks mark the end of each Article.

* * *

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations of Pendleton. Pendleton hereby represents that it is a municipal corporation and political subdivision of the State and as such it is a validly created governmental entity and a public body politic and corporate of the State and that it has the power, authority, and legal right to own and operate Pendleton's System and is capable of providing Wastewater Services as contemplated by the Intergovernmental Agreement; that it has all necessary powers and authority to undertake and perform its obligations under this Agreement; that the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement by Pendleton; that this Agreement has been duly authorized, executed, and delivered by Pendleton, and constitutes a legal, valid, and binding obligation of Pendleton, enforceable in accordance with its terms (but subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights and to usual equity principles, which may limit the specific enforcement of certain remedies); that, as of the Effective Date, there is no litigation or proceeding pending or, to its knowledge, threatened against or affecting Pendleton that (i) seeks to enjoin the performance of its obligations under this Agreement; or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that it has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.

Section 2.2 Representations of Each Participant. Each Participant hereby represents that it is a duly organized and existing political subdivision of the State and has all necessary power and authority to own and operate the Participant's System and to perform its obligations under this Agreement; that the execution and delivery of, and its performance under, this Agreement will not violate any judgment, decree, order, law, rule, permit, contract, or regulation; that no consent, permission, or approval that has not already been given is required for the valid execution and delivery of this Agreement by Participant; that this Agreement has been duly authorized, executed, and delivered by Participant, and constitutes a legal, valid, and binding obligation of Participant, enforceable in accordance with the terms hereof (but subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights and to usual equity principles, which may limit the specific enforcement of certain remedies); that, as of the Effective Date, there is no litigation or proceeding pending or, to its knowledge, threatened against or affecting Participant that (i) seeks to enjoin the performance of its obligations under this Agreement; or (ii) if adversely determined, would materially adversely affect its ability to perform such obligations; and that Participant has taken all necessary action to authorize the execution and delivery of this Agreement.

Section 2.3 Project Permits and Related Matters. Pendleton represents that it has obtained or satisfied, or is in the process of obtaining and satisfying, all permits, permissions, approvals, easements, and other requirements necessary to complete the Project.

* * *

ARTICLE III

THE PROJECT

Section 3.1 Scope of Project. The “**Project**” encompasses the scope of work necessary to increase the capacity of the Plant from 2.0 MGD to 5.0 MGD and improve water quality of treated effluent to Eighteen Mile Creek. The Project should be developed in accordance with the following:

- The Project Budget is \$64,328,198.00.
 - \$3,334,000.00 represents design costs incurred and paid by the Project Participants. No further design costs are owing from any Project Participant.
 - \$60,994,198.00 is the cost of the Construction Contract. Of such amount:
 - \$17,620,639.59 represents the portion of the Construction Contract funded in part from the SCIIP Grant; of such amount \$10,000,000 will come from the SCIIP Grant and \$7,620,639.59 will be provided by the Project Participants through their respective Project Costs Shares.
 - \$43,373,558.41 represents the portion of the Construction Contract that is not funded in part from the SCIIP Grant and which shall be provided in part by the Project Participants through their respective Project Costs Shares and in part by the 2024 State Grant.
 - Any increase in the Project Budget or any component thereof recited in this Section 3.1 requires an amendment to this Agreement.
- The substantial completion date of the Project is June 2026.
- Pendleton shall execute the Construction Contract within ten days of:
 - Confirmation from the granting authority of the availability to proceed with expending proceeds of Projects Grants in an amount of not less than \$11,500,000.00, and
 - Receipt of Deposit Certificates in the aggregate amount of \$49,494,198.00.

Section 3.2 Change Orders; Increased Costs.

(A) Pendleton shall not make any material changes in the scope of the Project, the improvements on the site of the Project, or any component part of the Project, without an amendment to this Agreement. Any reduction in the scope of the Project that would cause the capacity of the Plant at substantial completion of the Project to be below 5.0 MGD is a material change. Nonmaterial changes shall be subject to the review and approval of the Construction Advisors as contemplated in Section 3.3 hereof.

(B) Should Pendleton, after consulting with the Construction Advisors, anticipate that construction costs of the Project will exceed the Project Budget, Pendleton shall provide Notice of the same, and include the proposed change order from the contractor, the amount of the increase in the costs of the Project, and the reason for the change with supporting documentation. Each Project Participant agrees to submit the proposed amendment providing for the amended Project Budget to its governing body for consideration within 30 days of receiving Notice thereof. Nothing herein shall be interpreted to require approval of such request by a Project Participant's governing body.

(C) Following any amendment to this Agreement to provide for an amended Project Budget, each Project Participant shall transfer to the Escrow Agent for deposit to the credit of the Project Fund their allocable share of the increased Project Budget in accordance with the terms of and within the timeline established in such amendment.

(D) The Escrow Agent shall not be liable for any increased amounts or any deficiency in the Project Fund, except as may be caused by its negligence or willful misconduct in the performance of any obligation imposed on it under this Agreement.

Section 3.3 Owner of Plant; Role of Construction Advisors.

(A) The Plant shall at all times be the sole and absolute property of Pendleton, unless otherwise agreed to in writing; provided, however, Pendleton acknowledges that each Participant has the right to its Allocated Capacity within the Plant in accordance with the Intergovernmental Agreement.

(B) In connection with the accomplishment of the Project, the Participants hereby appoint Pendleton as their agent for the purpose of signing and performing any and all agreements and contracts necessary or applicable in connection with all phases of the Project; provided, however, that prior to signing any contract or making any agreement or amendment thereto whether written or oral, including the final form of the Construction Contract, the Construction Advisors shall in each case review and approve such contract or agreement. Approval by the Construction Advisors shall require unanimity thereof, and may be evidenced by mail, email, or other writing in such form as to clearly evidence approval by each of the Construction Advisors.

(C) Pendleton shall keep the Construction Advisors fully informed with regard to, and provided free access to all aspects of, the Project, including, without limitation, planning and budgeting of the construction of the Project, selecting contractors, negotiating contracts, regular monitoring of construction work to assure compliance with plans and specifications for the Project, reviewing and paying of construction invoices, and coordinating required inspections, permits, and licenses for the Project. Pendleton, as the agent of the Participants for the foregoing purposes, shall cause the Project to be completed in accordance with this Agreement, the Construction Contract, the Intergovernmental Agreement, and any applicable requirements of governmental authorities and law.

Section 3.4 Enforcement of Contracts. Pendleton has the right to enforce in its own name and/or in the name of the Participants such purchase orders or contracts, in consultation with

and upon approval by the Advisory Board.

Section 3.5 Acceptance. Pendleton, for \$1.00 and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of each of the Participants for the purposes set forth in, and subject to the limitations of, this Agreement.

Section 3.6 Books and Records. Pendleton shall maintain accounting records for the Project which records shall be maintained in accordance with Accounting Principles. All documents, contracts, and other records pertaining to the development of the Project shall be available to each Participant for inspection at all reasonable times upon reasonable notice. Pendleton shall collect data necessary to allocate costs in conformity with cost allocation principles established in this Agreement.

* * *

ARTICLE IV

THE PROJECT FUND

Section 4.1 Project Costs Share. The Project Participants agree that the Project Costs of \$50,094,198.00 (which is equal to the total Project Cost of \$64,328,198.00, less design fees previously expended of \$3,334,000.00 and less Project Grants (less the Pendleton Grant of \$600,000) of \$10,900,000.00) to be allocated among the Project Participants shall be based on the following Project Costs Shares:

Project Participant	Dollar Value of Project Costs Share	Percentage of Project Costs Share
Anderson	\$ 21,705,816.00	43.33%
Clemson	16,701,405.61	33.34
Pendleton	<u>11,686,976.39</u>	<u>23.33</u>
Total:	\$ 50,094,198.00	100.00%

Pendleton shall receive a credit of \$600,000 against its Project Costs Share as a result of the Pendleton Grant.

The Project Participants acknowledge and agree that each Project Participant has met all of its obligations with regard to remitting design fees and the same have been fully paid, that no additional design fees are contemplated, and that no moneys required for design fees are being deposited to the Project Fund.

Section 4.2 Creation of Project Fund.

(A) There is hereby created and established with the Escrow Agent a special fund designated the Project Fund to be held in the custody of the Escrow Agent separate and apart from other funds and accounts of the Project Participants and the Escrow Agent. Within the Project Fund, there is hereby created and established with the Escrow Agent the following accounts and subaccounts: (i) the Anderson Account, (ii) the Clemson Account, and (iii) the Pendleton Account. The Escrow Agent shall create additional accounts and subaccounts within the Project Fund on any Project Participant's written direction, provided that the Escrow Agent may only create a subaccount within a Project Participant's account of the Project Fund with the written direction of such Participant.

(B) Money in the Project Fund shall be applied to the costs of the Project. The Project Fund, including all accounts and subaccounts thereof, shall remain open until this Agreement is terminated in accordance with Section 6.14 herein. The balance, if any, remaining in the Project Fund, including any account or subaccount thereof, after termination of this Agreement in accordance with Section 6.14 herein, shall be disbursed back to the applicable Project Participant and may be used for any purpose permitted by applicable law and the bond documents authorizing the revenue bonds from which the funds derive.

(C) The Escrow Agent will hold each account and subaccount of the Project Fund as a separate escrow fund wholly segregated from all other funds and accounts held in any capacity

and will make disbursements from each account and subaccount of the Project Fund only in accordance with the provisions of this Agreement

(D) Under no circumstances will the Escrow Agent have a lien on the Project Fund for its charges, fees and expenses and under no circumstances will the Escrow Agent make any claim against the Project Fund for such charges, fees, and expenses.

Section 4.3 Deposits to Project Fund. Within 30 days of the Effective Date of this Agreement, each Project Participant shall each cause to be irrevocably deposited with the Escrow Agent, in a single deposit, funds representing the full amount of its Project Costs Share. When depositing funds into the Project Fund, each Project Participant shall execute and deliver to the Escrow Agent a Deposit Certificate, substantially in the form attached hereto as Exhibit B, and the Escrow Agent shall acknowledge its receipt. Upon receipt of funds from the Project Participants which is accompanied by a corresponding Deposit Certificate, the Escrow Agent shall deposit such funds in the applicable account of the Project Fund as directed in such Deposit Certificate.

Section 4.4 Investment. The money in the respective accounts and subaccounts of the Project Fund will be held as cash uninvested or invested as permitted under Section 6-5-10 of the South Carolina Code, at the written direction of the applicable Project Participant depositing such funds to such subaccount. Investment earnings shall accrue only to the subaccount generating such earnings. If the Escrow Agent has not received written investment direction from the applicable Representative with respect to any amounts held by the Escrow Agent, the Escrow Agent shall hold such amounts uninvested in cash, without liability for interest. The Escrow Agent shall be fully protected in relying on the written investment directions it receives from the applicable Representative as to the legality and suitability of such directed investments and their qualification as permitted under Section 6-5-10 of the South Carolina Code. Investments may be made by the Escrow Agent through its own bank investment department and (a) will have maturities or be readily marketable prior to maturity in the amounts and not later than the dates as may be necessary to provide funds for the purpose for which the money in any account is to be used, (b) will be held by or under the control of the Escrow Agent, and (c) will at all times be considered a part of the subaccount for whose benefit the investment was made. Each Project Participant acknowledges that regulations of the Comptroller of the Currency grant the Representatives the right to receive brokerage confirmation of security transactions as they occur. Each Project Participant specifically waives such right to notification to the extent permitted by law and acknowledges that it will receive periodic transaction statements that will detail all investment transactions.

Section 4.5 Requisition and Disbursements.

(A) The Escrow Agent shall disburse the money in the Project Fund to pay Project Costs upon receipt of a properly executed Disbursement Request executed by a Pendleton Representative, an Anderson Representative, and a Clemson Representative. The Project Participants shall have the right to request from Pendleton, and Pendleton shall provide, information related to Disbursement Requests and requisitions from the Project Fund as they determine necessary or convenient to maintain adequate books and records, including but not limited to bills, paid invoices, payroll records, inspections, and certifications.

(B) Upon the receipt of a Disbursement Request, the Escrow Agent shall withdraw from each of the Anderson Account, the Clemson Account, and the Pendleton Account, amounts based on each Project Participant's Project Costs Share. Under no circumstances shall amounts attributable to one Project Participant's Project Costs Share be withdrawn from another Project Participant's subaccount of the Project Fund. Each Disbursement Request shall reflect the Project Costs Share of each Project Participant with respect to such Disbursement Request on which the Escrow Agent shall be entitled to rely.

(C) For any Disbursement Request that is reimbursed in whole or in part with the proceeds of a Project Grant, including specifically the SCIIP Grant and the 2024 State Grant, such reimbursement shall be deposited to the Project Fund and allocated among the Anderson Account, the Clemson Account, and the Pendleton Account on the basis of each Project Participant's Project Costs Share; provided however that the first \$600,000 of reimbursement from the SCIIP Grant shall be credited to the Pendleton Account as the Pendleton Grant.

Section 4.6 Report. The Escrow Agent shall provide to each Project Participant online access to monthly statements and transaction activity for the accounts and subaccounts related to that Project Participant's accounts and subaccounts of the Project Fund as specified in Section 4.2 above. The Project Participants shall each designate one or more authorized representatives who shall promptly establish online account access and who shall make reasonable efforts to maintain active online account access by accessing at least one account or subaccount every ninety days. In addition, Pendleton hereby directs the Escrow Agent to provide to the Participants online access to all monthly statements and transaction activity for all of the accounts and subaccounts created under 4.2 above. Upon receipt by the Escrow Agent of written direction by Pendleton or by any authorized representative of any Participant, the Escrow Agent shall also cause monthly statements to be delivered to the authorized representative by United States Postal Service. Upon written request by Pendleton, the Escrow Agent will use best efforts to create and provide any specific report reasonably requested.

Section 4.7 Escrow Agent Fees. The Escrow Agent's fees and costs for and in carrying out the provisions of this Agreement are as set forth in Exhibit D hereto, which fees and costs are to be paid by Pendleton annually in advance as part of the Operation and Maintenance Expenses of the Plant and not from funds in the Project Fund. The Escrow Agent is not liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement.

Section 4.8 Escrow Agent Generally.

(A) The Escrow Agent has no responsibility to the Project Participants or any person in connection herewith except as specifically provided herein and is not responsible for anything done or omitted to be done by it, except for its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder.

(B) Subject to the exception in paragraph (a) as to its own negligence or willful misconduct, the Escrow Agent has no responsibility for verifying the genuineness, correctness, or competence of any document, instrument or writing, and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

(C) The Escrow Agent may conclusively rely and act on any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document received from the Representatives which the Escrow Agent reasonably and in good faith believes to be genuine and to be what it purports to be.

(D) The Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Project Participants with respect to arrangements or contracts with others. The Escrow Agent may request from the Project Participants or any person such reasonable evidence as the Escrow Agent in its discretion deems necessary to determine any fact relating to the occurrence of any event or contingency and in this connection may inquire and consult with the Project Participants, among others, at any time. The Project Participants shall provide such evidence to the Escrow Agent and the Escrow Agent is entitled to rely thereon. The Escrow Agent's permissive rights hereunder shall not be construed as duties

(E) The Escrow Agent has no liability for following any instructions given by the Project Participants or in this Agreement or set forth in any court or administrative order.

(F) The Escrow Agent is authorized to comply with orders issued or process entered by any court with respect to the Project Fund, without determination by the Escrow Agent of such court's jurisdiction in the matter. If the Project Fund or any portion is at any time attached or levied on under any court order, or if the payment, assignment, transfer or delivery of any such property is stayed or enjoined by any court order, or if any order, judgment or decree is made or entered by any court affecting such property, then and in any such event, the Escrow Agent is authorized to rely on and comply with any such order, judgment or decree without the need for appeal or other action; and if the Escrow Agent complies with any such order, judgment or decree, it is not liable to any party hereto or to any other person or entity by reason of such compliance even if such order, judgment or decree is subsequently reversed, modified, set aside or vacated.

(G) With respect to the Project Fund, the duties and responsibilities of the Escrow Agent set forth herein shall control over any terms or provisions of any other agreement or undertaking between or among the Parties.

(H) The Escrow Agent may resign and thereby become discharged from the trusts hereby created by providing notice in writing given to the Parties not less than 30 days before such resignation is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed. Such resignation is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period. If such appointment of a successor Escrow Agent is not made within 30 days after the date that such resignation was to take effect as provided in the notice thereof given to the Parties, then the Escrow Agent may apply to a court of competent jurisdiction to appoint a successor Escrow Agent. In such event, the Escrow Agent shall give notice thereof to the Parties and not object to the Parties' intervention therein.

(I) The Escrow Agent may be replaced by Pendleton with the consent of the Participants and thereby become discharged from the obligations hereby created by notice in writing given from Pendleton to the Escrow Agent not less than 30 days before such replacement is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed.

Such replacement is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period.

(J) If a disagreement or dispute arises under this Agreement, or if adverse claims or demands are made in connection with this Agreement or any property involved herein or affected hereby, the Escrow Agent may petition any court of competent jurisdiction within Anderson County, South Carolina to resolve the disagreement or dispute or adverse claims or demands and shall, at the time of filing such petition, give notice thereof to the Parties within 5 Business Days after the date of such filing. In connection therewith, the Escrow Agent may (but is not required to) tender into the custody of the court all money or property in its hands under the terms of this Agreement, and then be discharged from all further duties under this Agreement. The filing of any such legal proceeding does not deprive Escrow Agent of its compensation earned before such filing.

(K) The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to consult with counsel and act on an opinion of counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonable be employed in connection with the trusts hereof.

(L) The Escrow Agent has no obligation to use its own funds to satisfy any obligations under this Agreement.

(M) Notwithstanding any other provision in this Agreement to the contrary, no provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that: (i) the Escrow Agent shall not be liable for any error in judgment made in good faith, unless it is proved that the Escrow Agent was negligent in ascertaining the pertinent facts, and (ii) the Escrow Agent is not liable with respect to any action it takes or omits to be taken by it in good faith in accordance with the direction of the Parties under any provision of this Agreement relating to the time, method and place of conducting any proceeding for any remedy available to the Escrow Agent, or exercising any trust or power conferred upon the Escrow Agent under this Agreement.

Section 4.9 Directions to the Escrow Agent; Designation of Representatives. The Escrow Agent may accept and act upon directions or instructions given pursuant to this Agreement and signed by a Representative. Each Project Participant shall provide to the Escrow Agent an incumbency certificate substantially in the form attached hereto as Exhibit A (the “**Incumbency Certificate**”) designating the Representatives for such Project Participant and containing specimen signatures of such Representatives and email and telephone contact information, which incumbency certificate may be amended from time to time by submitting a new Incumbency Certificate to the Escrow Agent. The Escrow Agent shall accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods from the persons specified in the incumbency certificate. The Escrow Agent shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such instructions notwithstanding

such instructions conflict or are inconsistent with a subsequent written instruction. Each Project Participant agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation, the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; provided that such unauthorized instructions, interception or misuse was not due to the Escrow Agent's gross negligence or the compromise of the Escrow Agent's security systems.

* * *

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

Section 5.1 Events of Default; Remedies.

Events of default and remedies hereunder shall be governed by Article IV of the Intergovernmental Agreement; provided, however, that should any Project Participant fail to make the deposit required by Section 4.3 hereof, each non-defaulting Project Participant shall have the right to withdraw all funds from the Project Fund deposited in its respective subaccount.

* * *

ARTICLE VI

MISCELLANEOUS

Section 6.1 Effects of Force Majeure. If by reason of Force Majeure any Party shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligations of Participant to make the payments required under Section 4.3 of this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of such Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable diligence.

Section 6.2 Waiver of Jury Trial; Jurisdiction and Venue.

THE PARTIES HERETO HAVE EACH, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH REGARD TO ANY DISPUTE HEREUNDER. ALL PARTIES HEREBY CONSENT TO VENUE IN THE STATE COURTS IN ANDERSON COUNTY, SOUTH CAROLINA.

Section 6.3 Notices. “*Notice*” is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three Business Days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the principal addresses of the Parties as follows:

If to the Town of Pendleton:

Town of Pendleton
Attn: Town Administrator
310 Greenville Street
Pendleton, SC 29670
Email: stevem@townofpendleton.org

If to the City of Clemson:

City of Clemson
Attn: City Administrator
1250 Tiger Boulevard, Suite 1
Clemson, SC 29631
Email: ablondeau@cityofclemson.org

City of Clemson

Attn: Utilities Director
300 Cochran Road
Clemson, SC 29631
Email: bmegill@cityofclemson.org

with a copy (which is not Notice) to:

City of Clemson
Attn: City Attorney
1250 Tiger Boulevard, Suite 1
Clemson, SC 29631

If to Anderson County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, SC 29622
Email: rburns@andersoncountysc.org

Anderson County
Attn: Wastewater Manager
P.O. Box 8002
Anderson, SC 29622
Email: dbsingleton@andersoncountysc.org

with a copy (which is not Notice) to:

Anderson County
Attn: Anderson County Attorney
P.O. Box 8002
Anderson, SC 29622
Email: lharmmon@andersoncountysc.org

If to the Escrow Agent:

U.S. Bank Trust Company National Association
1441 Main Street, Suite 775
Columbia, SC 29201
Attn: Corporate Trust

Rejection or other refusal to accept or inability to deliver because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice, request, or other communication. Any Party hereto may, by written notice given to the other Parties to this Agreement, designate any further or different addresses to which subsequent Notice, certificates or other communications shall be sent.

Section 6.4 Authority/Beneficiaries. Each Party hereto hereby represents and warrants that all appropriate action has been taken by their respective governing bodies to authorize the execution of and the performance of the obligations set forth in this Agreement and that the person executing the Agreement on their behalf has been duly authorized to do so. This Agreement shall inure to the benefit of and shall be binding upon Pendleton and Participants and their respective successors or assigns.

Section 6.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7 Governing Law. This Agreement is prepared and entered into with the intention that the law of the State shall govern its performance and construction, and such performance and construction shall be governed by such law.

Section 6.8 Amendments. This Agreement may not be amended, changed, modified or terminated without in each instance the prior written consent of the Parties hereto. Any amendment to this Agreement shall be approved by the governing body of each Party.

Section 6.9 No Adverse Presumption. The Parties hereby acknowledge that this Agreement arose as the result of arm's length negotiations between the Parties and that this Agreement was prepared with the advice, consent, recommendation, and review of each and all Parties and their counsel, and is the product of input by all Parties. As a result, any ambiguity or uncertainty is not to be construed against the Party whose counsel prepared this Agreement on the grounds that such Party's representatives drafted this Agreement or any part thereof.

Section 6.10 Third Parties. This Agreement does not and is not intended to confer in favor of any persons or entities other than Pendleton and Participant any rights or remedies whatsoever, the Parties hereto intending by the provisions hereof to confer no such benefits or status.

Section 6.11 Captions. The Section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provisions hereof.

Section 6.12 Further Assurances. The Parties agree to give such further assurances, and to execute, acknowledge and deliver such other instruments as shall be reasonably necessary or appropriate in the judgment of the other Parties to carry out the intent of this Agreement.

Section 6.13 Fully Integrated Agreement. The Parties agree that this Agreement represents all agreements between or among the Parties related to the Project, other than the Intergovernmental Agreement.

Section 6.14 Duration; Termination. This Agreement shall be effective on the Effective Date and shall remain in full force and effect until (i) the Project is complete and all remaining costs and expenses related to the Project have been paid, each as certified in writing to the Escrow Agent by a Pendleton Representative, and (ii) no funds remain in the Project Fund. This Agreement may be terminated by the mutual consent of the Parties, provided that if an Event of Default has occurred and is continuing, the provisions of Section 5.1 herein shall apply.

* * *

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION to be signed in their names by their duly authorized officers as of the Effective Date.

TOWN OF PENDLETON, SOUTH CAROLINA

By: _____[Seal]

Print Name: _____

Title: _____

Witness:

IN WITNESS WHEREOF, the parties hereto have caused this PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION to be signed in their names by their duly authorized officers as of the Effective Date.

CITY OF CLEMSON, SOUTH CAROLINA

By: _____[Seal]

Print Name: _____

Title: _____

Witness:

IN WITNESS WHEREOF, the parties hereto have caused this PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION to be signed in their names by their duly authorized officers as of the Effective Date.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____[Seal]

Print Name: _____

Title: _____

Witness:

IN WITNESS WHEREOF, the parties hereto have caused this PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION to be signed in their names by their duly authorized officers as of the Effective Date.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____ [Seal]

Print Name: _____

Title: _____

Witness:

EXHIBIT A
INCUMBENCY CERTIFICATE

Anderson Representatives

W. Russell Burns, County Administrator
Name and Title

(864) 260-4031
Phone Number

Specimen Signature

rburns@andersoncountysc.org
Email

Derrick B. Singleton, Wastewater Manager
Name and Title

(864) 260-4023
Phone Number

Specimen Signature

dbsingleton@andersoncountysc.org
Email

Clemson Representatives

Andy Blondeau, City Administrator
Name and Title

(864) 653-2030
Phone Number

Specimen Signature

ablondeau@cityofclemson.org
Email

Benjie McGill, Utilities Director
Name and Title

(864) 624-1177
Phone Number

Specimen Signature

bmcgill@cityofclemson.org
Email

Pendleton Representative

Steve Miller, Town Administrator

Name and Title

(864) 646-5425

Phone Number

Specimen Signature

stevem@townofpendleton.org

Email

EXHIBIT B
FORM OF DEPOSIT CERTIFICATE

DEPOSIT CERTIFICATE

The undersigned County Administrator of Anderson County, South Carolina has this day deposited into the Anderson Account of the Project Fund the sum of \$21,705,816.00, which represents the full amount of Anderson's Project Costs Share as such term is defined in that Project Management Agreement for Wastewater Treatment Expansion among the Town of Pendleton, South Carolina; City of Clemson, South Carolina; Anderson County, South Carolina; and U.S. Bank Trust Company, National Association dated _____, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
W. Russell Burns
County Administrator

The undersigned representative of the Escrow Agent hereby acknowledges receipt of the above-referenced deposit of Anderson's Project Costs Share into the Anderson Account of the Project Fund.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____
Natalie M. Charles
Vice President

_____, 2024

DEPOSIT CERTIFICATE

The undersigned City Administrator of the City of Clemson, South Carolina has this day deposited into the Clemson Account of the Project Fund the sum of \$16,701,405.61, which represents the full amount of Clemson's Project Costs Share as such term is defined in that Project Management Agreement for Wastewater Treatment Expansion among the Town of Pendleton, South Carolina; City of Clemson, South Carolina; Anderson County, South Carolina; and U.S. Bank Trust Company, National Association dated _____, 2024.

CITY OF CLEMSON, SOUTH CAROLINA

By: _____
Andy Blondeau
City Administrator

The undersigned representative of the Escrow Agent hereby acknowledges receipt of the above-referenced deposit of Clemson's Project Costs Share into the Clemson Account of the Project Fund.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____
Natalie M. Charles
Vice President

_____, 2024

DEPOSIT CERTIFICATE

The undersigned Town Administrator of the Town of Pendleton, South Carolina has this day deposited into the Pendleton Account of the Project Fund the sum of \$11,086,976.39, which represents the full amount of Pendleton's Project Costs Share, after credit for the Pendleton Grant, as such terms are defined in that Project Management Agreement for Wastewater Treatment Expansion among the Town of Pendleton, South Carolina; City of Clemson, South Carolina; Anderson County, South Carolina; and U.S. Bank Trust Company, National Association dated _____, 2024.

TOWN OF PENDLETON, SOUTH CAROLINA

By: _____
Steve Miller
Town Administrator

The undersigned representative of the Escrow Agent hereby acknowledges receipt of the above-referenced deposit of Pendleton's Project Costs Share into the Pendleton Account of the Project Fund.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____
Natalie M. Charles
Vice President

_____, 2024

EXHIBIT C

FORM OF DISBURSEMENT REQUEST

**REQUISITION
(DISBURSEMENT REQUEST FROM PROJECT FUND)**

U.S. Bank Trust Company, National Association
Columbia, South Carolina

Re: Direction to Make Disbursement from the Project Fund

To the Addressee:

You are hereby directed to disburse from the Project Fund created under that Project Management Agreement for Wastewater Treatment Expansion among the Town of Pendleton, South Carolina; City of Clemson, South Carolina; Anderson County, South Carolina; and U.S. Bank Trust Company, National Association dated _____, 2024 (the "Project Agreement"; capitalized terms used herein and not otherwise defined have the meanings given such terms in the Project Agreement), the amount set forth below in accordance with the instructions set forth below:

1. The amount to be paid: \$_____. Such amount shall be withdraw from each of the Anderson Account, the Clemson Account, and the Pendleton Account based on each Party's percentage of Projects Costs Share, in the following amounts:

- | | | | |
|-----|--------------------------------|---------|----------|
| (a) | Anderson Project Costs Share: | \$_____ | (43.33%) |
| (b) | Clemson Project Costs Share: | \$_____ | (33.34%) |
| (c) | Pendleton Project Costs Share: | \$_____ | (23.33%) |

2. The nature of the purpose of the obligation for which this payment is requested is:

3. The name and address of the person, firm, or corporation to whom such obligation is owed or to whom a reimbursable advance has been made:

4. With respect to Project Costs, the undersigned hereby certifies as follows:

- (a) the Project Costs for which payment is being requested (i) have been paid or incurred in the amount and for the purpose specified, (ii) have not been the subject of any previous request for payment, and (iii) if this request is for an amount to reimburse a Project Participant for an expenditure paid by a Project Participant prior to the date on which the Project Fund was established, specifies the prior cost, and
 - (b) all requirements of the Project Agreement relevant to the disbursement of money from the Project Fund have been met.
3. The Project Participants have retained in their records copies of any invoices, receipts, canceled checks, payroll records and other data which are reasonably required to evidence the paying or incurring of any Project Costs for which payment is being requested. Such records will be made available upon request.

Dated this _____ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Anderson Representative

CITY OF CLEMSON, SOUTH CAROLINA

By: _____
Clemson Representative

TOWN OF PENDLETON, SOUTH CAROLINA

By: _____
Pendleton Representative

EXHIBIT D

ESCROW AGENT FEE SCHEDULE



U.S BANK TRUST COMPANY, NATIONAL ASSOCIATION

Escrow Agent for

Project Management Agreement for Wastewater Treatment Plant Expansion among the Town of Pendleton, City of Clemson and Anderson County

• Acceptance Fee	Waived
• Annual Advance Escrow Agent Fee	\$1,500.00
• Annual Out of Pocket Expenses	At cost
• Transaction Fees	Included
• Report Preparation Fees	Included
• Closing Expenses	Included
• Legal Expenses	Part of 2024 Bond COI

Account approval is subject to review and qualification. Fees paid in advance will not be prorated. The fees set forth and any substantial modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ON PROCEDURES FOR OPENING NEW ACCOUNTS

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person that opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL WASTEWATER CAPACITY AND SERVICES AGREEMENT AND A PROJECT MANAGEMENT AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION IN CONNECTION WITH THE EXPANSION OF THE PENDLETON/CLEMSON REGIONAL WASTEWATER TREATMENT PLANT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Clemson, South Carolina (the “City”), is a body politic and corporate located in Spartanburg County, South Carolina;

WHEREAS, through the City’s governing body, the City Council (the “Council”), the City is entitled to exercise all the powers and privileges provided to municipal corporations under the laws of the State of South Carolina; and

WHEREAS, the Town of Pendleton, South Carolina (“Pendleton”) owns a wastewater treatment facility known as the Pendleton/Clemson Regional Wastewater Treatment Plant (the “Plant”) with a permitted capacity of 2.0 million gallons per day (“MGD”) which has been allocated 50% to the City, 40% to Pendleton and 10% to Anderson County, South Carolina (“Anderson County” and, together with the City and Pendleton, the “Parties”); and

WHEREAS, the Parties have determined to expand the treatment capacity of the Plant to 5.0 MGD (the “Expansion Project”) in order to meet existing and anticipated future wastewater treatment needs of the Parties, to promote economic growth, to provide cost-effective sewer service to the Parties’ respective customers, and to prepare for continued population growth in and around the Parties. Following completion of the Expansion Project, capacity in the Plant will be allocated 40% (2.0 MGD) to the City, 30% (1.5 MGD) to Pendleton and 30% (1.5 MGD) to Anderson County; and

WHEREAS the Parties wish to enter into an Intergovernmental Wastewater Capacity and Services Agreement in the form attached hereto as Exhibit A (the “Intergovernmental Agreement”) in order to memorialize each Party’s right to capacity in the Plant, the payment of obligations of the Parties, and various other matters necessary to provide a comprehensive agreement whereby the Parties join together to provide wastewater treatment services from the Plant;

WHEREAS, the Parties, together with U.S. Bank Trust Company, National Association, as Escrow Agent, wish to enter into a Project Management Agreement for Wastewater Treatment Plant Expansion in the form attached hereto as Exhibit B (the “Project Management Agreement”) in order to memorialize the procurement, management, and cost-sharing responsibilities of each Party related to the Expansion Project, including the contribution of funds from each Party and utilization of grant funds to defray the costs of the Expansion Project..

NOW, THEREFORE, be it ordained by the Council as follows:

Section 1. Approval of Intergovernmental Agreement. The form of Intergovernmental Agreement attached hereto as Exhibit A is hereby approved, and the Mayor or the City Administrator are hereby authorized to execute and deliver the Intergovernmental Agreement, in substantially the form hereby approved, together with such additions, modifications and changes as may be approved, upon the advice of counsel, with such approval being evidenced by the execution and delivery thereof.

Section 2. Approval of Project Management Agreement. The form of Project Management Agreement attached hereto as Exhibit B is hereby approved, and the Mayor or the City Administrator are hereby authorized to execute and deliver the Project Management Agreement, in substantially the form hereby approved, together with such additions, modifications and changes as may be approved, upon the advice of counsel, with such approval being evidenced by the execution and delivery thereof.

Section 3. Further Acts. The Mayor, the City Administrator, the City Attorney and the City Clerk are each authorized to execute any documents, agreements, or certificates, and to take any further actions as may be reasonably necessary to further the intent of this Ordinance.

[Execution Page Follows]

Enacted by the City Council of the City of Clemson, South Carolina, this 5th day of August, 2024.

CITY OF CLEMSON, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

City Clerk

First Reading: July 1, 2024
Public Hearing: July 15, 2024
Second Reading: August 5, 2024

EXHIBIT A

FORM OF INTERGOVERNMENTAL AGREEMENT

EXHIBIT B

FORM OF PROJECT MANAGEMENT AGREEMENT



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)

CITY OF CLEMSON, SOUTH CAROLINA

ORDINANCE #2024-[]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEMSON, SOUTH CAROLINA, TO AMEND THE CITY'S EXISTING FREEDOM OF INFORMATION ACT ("FOIA") POLICY; TO PROVIDE FOR FUTURE AMENDMENTS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

WHEREAS, the City, by and through its City Council ("Council"), is authorized and empowered to provide for the City's internal operation according to South Carolina Constitution Article VIII, section 17, and the Home Rule Act of 1975, including section 5-7-30 of the Code of Laws of South Carolina 1976, as amended;

WHEREAS, the South Carolina Freedom of Information Act, codified in South Carolina Code Annotated section 30-4-10, *et seq.* (collectively, "FOIA"), subject to certain limitations and exemptions, provides for the production and/or transmittal of public records;

WHEREAS, the Council previously adopted a FOIA policy for the City;

WHEREAS, the Council desires further to clarify and expand certain aspects of the City's FOIA policy, provide for the implementation of additional policies, procedures, practices, and forms, the use of technology, and the selection of a FOIA Response Manager; and

WHEREAS, the Council desires to provide a simplified method for future revisions to the FOIA policy;

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

Section 1. Adoption of FOIA Policy. The City adopts the FOIA Policy (including Fee Schedule) as contained in Exhibit A to this Ordinance, which is incorporated herein by reference.

Section 2. Recission of Existing Policies, Procedures, and Practices. The City rescinds each existing police, procedure, practice, and form related to the City's responses to FOIA inconsistent with Exhibit A.

Section 3. Authority of City Administrator. The City Administrator is authorized to implement the FOIA Policy consistent with applicable State law and the FOIA Policy, through, for example, the creation of such additional policies, procedures, practices, and forms, the use of technology, and the selection of a FOIA Response Manager.

Section 4. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 5. Severability. If any part of this Ordinances is unenforceable for any reason, then the remainder of this Ordinance remains in full force and effect.

Section 6. Subsequent Changes. Notwithstanding the adoption of the FOIA Policy by ordinance, the City Council is entitled to amend the FOIA Policy by resolution.

Section 7. Savings Clause. Nothing in this Ordinance abrogates, diminishes, or otherwise alters any matter that arose under the City's FOIA Policy (adopted as of), prior to the amendments contained in this Ordinance, and any matter that so arose shall be administered according to such provisions as they existed prior to the enactment of this Ordinance.

Section 8. Effective Date. This Ordinance is effective immediately on second reading by the City Council.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IT IS SO ORDAINED this the _____ day of _____, 2024.

ATTEST:

Jeremiah Jackson, City Clerk

G. Robert Halfacre, Mayor

First reading: _____, 2024

Second reading: _____, 2024

EXHIBIT A
FOIA POLICY



FREEDOM OF INFORMATION ACT POLICY AND FEE SCHEDULE

SOUTH CAROLINA LAW PROVIDES THAT IT IS A CRIME TO KNOWINGLY OBTAIN OR USE PERSONAL INFORMATION FROM A PUBLIC BODY FOR CERTAIN COMMERCIAL PURPOSES.

The City of Clemson, South Carolina (“City”) adopts this Policy and Fee Schedule in compliance with the South Carolina Freedom of Information Act, codified in South Carolina Code Annotated section 30-4-10, *et seq.* (collectively, “FOIA”).

FOIA requests should be directed to: FOIA Response Manager at FOIA@cityofclemson.org.

Mailing Address:

City of Clemson

Attn: FOIA Response Manager

1250 Tiger Blvd, Suite 1

Clemson, SC 29631

Following receipt of a written request for any public records under FOIA, the City will determine if any potentially responsive public records are in the custody of the City. The City will notify, in writing, the requestor of the City’s determination: (a) for records less than two years old, no more than ten business days following the date of the City’s receipt of the request; and (b) for records more than two years old, no more than 20 business days following the date of the City’s receipt of the request. A business day excludes Saturdays, Sundays, and all legal public holidays, whether federal, state, or local.

If the City determines that the requested public records are in the custody of the City and available and are not exempt from disclosure, then the City will provide the public records to the requestor (a) for records less than two years old, no more than thirty calendar days following the date of the City’s written determination; and (b) for records more than two years old, no more than thirty-five calendar days following the date of the City’s written determination.

Upon receipt of costs and fees as outlined in this Policy and Fee Schedule, the City will provide access to or copies of public records in the City’s custody unless the records are exempt from disclosure (a) under FOIA, or (b) according to other applicable state law or federal law. Based on the City’s determination of the sensitivity of the public record requested (*for example*, whether the public record contains information of a sensitive personal nature, business income-related information, information related to potential or pending litigation, or attorney-client or work-product materials), the City will withhold an entire public record unless a portion of the public record may be sufficiently redacted to protect the sensitive information, in which case the City will redact the public record prior to release. In the absence of specific direction from City Council to the contrary, the City staff shall take precautions to ensure no exempt material is inadvertently disclosed.

For any request to inspect, copy, or receive an electronic transmission of public records, the City shall set reasonable limitations on the time, place, and manner of access to public records, which may include, for example, access during designated hours/days, a “reading room,” a logon requirement for a FOIA-dedicated computer system.

Except as may otherwise be required by FOIA or other applicable state law or federal law, the City is required neither to create a public record (in any form) where either the public record or the requested form of the public record does not already exist nor to answer questions regarding public records, except to the extent necessary to provide the requestor with information regarding the City's FOIA policy and process and the production or transmittal of public records.

The City will provide each public record in a form that is convenient and practical for use by the requestor, to the extent, and only to such extent, as it is equally convenient for the City to provide the public records in the requested form.

The following public records are available on the City's website, and, are therefore not subject to public inspection and copying at City Hall:

- (1) minutes of the meetings of the City for the prior six months;
- (2) all reports identified in South Carolina Code Annotated section 30-4-50(A)(8), for no less than 14 days;
- (3) documents identifying persons confined in (if and only to the extent applicable) the City jail, the City detention center, or the City prison for the preceding three months; and
- (4) all documents produced by the City or its agent that were distributed to or reviewed by a member of City Council during a public meeting, not including any portion of a meeting held in executive session, for the preceding six-month period.

Upon written request and payment of any applicable costs and fees, the City shall copy and transmit such public records to a requestor.

The City adopts the Fee Schedule, which is attached to this Policy. To the best of the City's calculation, the costs and fees contained in the Fee Schedule do not exceed (a) the actual cost of the search, retrieval, and redaction (which may include the use of one or more attorneys to review such records at the attorney's standard hourly rates) of records, (b) the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request, and (c) for copying, shall not exceed the prevailing commercial rate for the production of such copies. Further, the City shall not charge for copying public records that are stored by the City and provided to a requestor in electronic form. However, for public records that are not stored by the City in electronic format and the City agrees to provide such public records in electronic format, the City shall charge the appropriate staff time and a related technology fee for converting such public records to electronic form and providing a means of transferring the public records electronically.

A DEPOSIT IS REQUIRED prior to searching for and/or copying records pursuant to a request, if the search and/or retrieval time is anticipated to be greater than 30 minutes and/or the number of pages to be produced is anticipated to be greater than 10 pages. The deposit is equal to 25% of the reasonably anticipated cost and fees for reproduction of the public records. If a deposit is required, then the public records will be furnished (a) for records less than two years old, no more than thirty calendar days following the City's receipt of the applicable deposit; and (b) for records more than two years old, no more than thirty-five calendar days following the City's receipt of the applicable deposit. No public records shall be provided to the requestor prior to the balance being paid-in-full at time of production or transmittal.

Any deadline contemplated under FOIA may be extended by written, mutual agreement (which shall not be unreasonably withheld) of the City and the requestor.

Fee Schedule

The City's costs and fees shall be uniformly applied to each requestor.

If the search/retrieval time is less than half an hour and/or the total number of documents responsive to the request is 10 pages or less, no costs or fees will be charged.

The City shall not otherwise waive or discount the costs or fees associated with any request.

	Minutes/Hours	X Rate	= Cost
Search/Retrieval Time		\$*	
Copies	Number of Pages	Unit Price	
Black-white paper records/Standard reports 8.5x11		\$0.25/page	
Color paper records/Standard reports 8.5x11		\$0.50/page	
Standard maps/Plots up to 11x17 black-white		\$0.50/each	
Standard maps/Plots up to 11x17 color		\$1.00/each	
Standard maps/Plots larger than 11x 17		\$5.00/each	
Microfiche/Microfilm copies (black-white)		\$0.25/each	
CD/DVD		\$1.00/each	
Flash Drive		\$12.00/each	
TOTAL COST			

*Based on the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request.

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



Good
Kids
MADD
CITY



Proposal for CAAAM Exhibit Design, Fabrication, and Installation

Submitted by Good kids MADD City Agency in response to CAAAM's
Request for Proposals #RFPCAAAM1117305: Exhibition Execution
July 16, 2024

COVER LETTER

Dear CAAM :

Good kids MADD City is grateful for the opportunity to submit a proposal to provide creation of a dynamic and immersive exhibition in response to Clemson Area African American Museum (CAAAM) Request for Proposals #RFPCAAAM1117305: Exhibition Execution . The attached proposal reflects our initial conversation, and includes a specific focus on our capabilities to provide an engaging and culturally significant exhibition that commemorates 50 years (1964-2014) of Black athletes from Daniel High School and the broader municipalities of Clemson and Central, South Carolina.

Good kids MADD is committed to supporting CAAAM's mission and values by providing exceptional service to create an unforgettable visitor experience that:

- Honors the Athletes' Journeys: We will highlight the significant contributions of the featured athletes through interactive and multimedia displays, ensuring that their stories resonate deeply with visitors.
- Engages and Inspires Visitors: By incorporating state-of-the-art technology and innovative design elements, we aim to make the visitor experience lively and fun, akin to attending a sporting event, with a "wow" effect from the moment visitors walk into the exhibition.
- Collaborates Closely with CAAAM: We will work hand-in-hand with CAAAM, respecting the lived experiences and collective wisdom of your team, and enhancing capacity without displacing talent.
- Delivers Custom Solutions: Our approach is rooted in creating personalized, flexible solutions based on evidence-based practices to meet your evolving needs.
- Ensures Transparency and Accountability: We commit to providing honest guidance, actionable recommendations, and striving for ongoing improvement, welcoming all levels of feedback.
- Promotes Diversity, Equity, and Inclusion: Our work will reflect explicit commitments to diversity, equity, and inclusion in all areas of service.

By partnering with Good kids MADD City, the CAAAM community will have access to experienced and reputable consultants dedicated to strategically identifying, creating, and executing an exhibition that enhances your strengths and leaves a lasting impact.

We are happy to discuss our proposal further and brainstorm on how we might adapt our services to best meet CAAAM's current and future needs. Please do not hesitate to contact me if you have any questions or concerns. I can be reached directly at projectchickinfo@gmail.com or 513.462.6423. As a partner at Good kids MADD City, I am authorized to bind the firm to all statements, services, and prices offered within this proposal.

Thank you again for your consideration, and we look forward to partnering with the Clemson Area African American Museum.

#1. LETTER OF INTEREST

Good kids MADD City is pleased to submit our letter of interest in response to your request for proposals for the build-out of the Clemson Area African American Museum (CAAAM). Our firm is dedicated to implementing your desired exhibits while exceeding your expectations in every aspect of this project. We aim to create a sustainable and engaging environment that reflects the rich history and cultural contributions of African Americans in the Clemson area. Understanding the importance of this project, we are committed to delivering a museum experience that resonates with visitors and the community for years to come.

Our team will conduct in-depth analysis and engage in thorough planning to ensure that the exhibits align with CAAAM's strategic goals and vision. We will identify opportunities to integrate interactive and educational elements that enhance visitor engagement and learning. By incorporating state-of-the-art technology and innovative design, we will create exhibits that are both informative and inspiring. Custom-designed training modules will be provided for museum staff to ensure they are well-equipped to manage and present the exhibits effectively. From the initial concept to the final installation, our team will offer strategic planning, technical development, and rigorous review processes to ensure every aspect of the project is clear, coherent, and positioned for success.

At Good kids MADD, we pride ourselves on creating dynamic, engaging, and culturally resonant exhibits. Our experience in creating the Trap Music Museum, Lil Trap House (a traveling exhibit), and Dolphland Pop-Up Museum (another traveling exhibit) demonstrates our ability to immerse ourselves in the culture and history of each project, delivering the "wow" factor while showcasing history in an accurate and honoring way. Our team will undertake a thorough planning phase, including detailed research and stakeholder engagement, to ensure the exhibition aligns with CAAAM's vision and goals. We will identify key themes and stories that resonate with visitors and reflect the rich sports history of the region.

We will design and fabricate exhibits that capture the excitement of sporting events, using state-of-the-art technology and interactive elements to create a lively and engaging atmosphere. Our design will ensure that each of the five interior areas of the Calhoun Bridge Center offers a unique and memorable experience. Our team will manage the installation process with precision and care, ensuring that the exhibition is ready to open on schedule. We will pay close attention to detail to ensure that every element of the exhibit contributes to the overall "wow" effect and immersive experience. Above all, our goal is to make the visitor experience lively and fun, as if attending a sporting event. We will incorporate interactive displays, multimedia elements, and dynamic storytelling to engage visitors and celebrate the achievements of the featured athletes.

Choosing Good kids MADD means partnering with a firm dedicated to not just meeting immediate project needs but also building a strategic framework for future success. Our commitment to excellence, professional integrity, and collaboration ensures that we align with CAAAM's priorities and contribute to its long-term objectives. We look forward to the opportunity to work with you on this significant project and to contribute to the cultural and educational landscape of Clemson. Thank you for considering our proposal. We are excited about the possibility of bringing your vision for the Clemson Area African American Museum to life.

#2. COMPANY OVERVIEW

Background

Founded in 2017, Good kids MADD City is at the forefront of creative cultural exhibits, pioneering a fresh approach to showcasing art and history. Our firm was established by a team of innovative creatives with a mission to spotlight and celebrate cultural narratives that have historically been overlooked. Through our immersive and interactive exhibits, we strive to advance cultural appreciation and provide platforms for emerging artists.

Good kids MADD City is distinct in its ability to blend artistic innovation with historical significance. Our team comprises a diverse group of designers, fabricators, and cultural historians who bring a wealth of experience and creativity to every project. We pride ourselves on our multidisciplinary capabilities, allowing us to deliver unique, high-quality exhibits that resonate deeply with audiences.

In a dynamic and evolving cultural landscape, traditional exhibit methods often fall short of capturing the rich and varied stories that need to be told. We understand that achieving meaningful cultural impact requires more than just conventional displays; it demands a holistic and innovative approach. By integrating cutting-edge design, interactive elements, and thorough historical research, Good kids MADD City creates exhibits that are both educational and captivating.

Our portfolio includes landmark projects such as the Trap Music Museum, which with a \$1 million budget, was completed in 4 months instead of the scheduled 6. This museum stands as a testament to our ability to create groundbreaking, interactive experiences that honor the history and influence of trap music. Additionally, our "Escape the Trap" escape room, completed in just one month with a \$100,000 budget, showcases our skill in designing engaging, themed experiences that challenge and entertain. Below you will find more examples of how we captivate and create new visions for each client.

Good kids MADD City has a proven track record in designing and fabricating high-impact exhibits that align with the scale, complexity, budget, and schedules similar to the CAAAM Exhibit. We excel in creating immersive, culturally significant experiences that merge art, history, and interactive elements.

Trap Music Museum: The Trap Music Museum is the first of its kind, dedicated to the history and culture of trap music. This museum offers an interactive experience that pays homage to the trials and triumphs of today's biggest trap stars while providing a platform for emerging artists. The museum is designed to be an engaging, multi-sensory environment that draws thousands of visitors weekly. The complexity of the project involved intricate art installations, multimedia displays, and interactive elements. With a budget of \$1 million, the project was originally scheduled for completion in 6 months. Our team, however, completed it in just 4 months, demonstrating our efficiency and capability to deliver high-quality results within a shorter timeframe.

As part of the Trap Music Museum, we developed "Escape the Trap," an interactive escape room experience that presents customers with clues and challenges in a trap-themed setting. The escape room required a high level of detail in both design and fabrication to create an authentic and thrilling experience. It involved intricate puzzle design, custom-built environments, and a reservation-based scheduling system. With a budget of \$100,000, the turnaround time for this project was 1 month. Our team successfully completed it within this timeframe, showcasing our ability to manage and deliver complex projects promptly. You can see more in-depth information and video examples of this project by clicking [here](#).



FIG 1 The Corner Store . Opening installation to The Trap Music Museum Built from blank space.

#2. COMPANY OVERVIEW

We are proud to have led the set implementation and project management of the Dolphland Pop-Up Museum. This unique traveling exhibit was a collaboration with the Young Dolph Estate and Street Execs, designed to honor the legacy of the late artist Young Dolph. Our role in this project highlighted our expertise in creating and managing large-scale, immersive experiences that resonate with audiences.

Project Overview

- **Objective:** To celebrate and preserve Young Dolph's legacy through a dynamic, engaging pop-up museum.
- **Duration:** January to March 2023
- **Budget:** \$500,000
- **Scope:** Traveling exhibit featuring four custom-built sets and artwork from artists worldwide.

Key Responsibilities

At Good kids MADD City, we began with comprehensive planning to ensure the exhibit's consistency and quality across various locations. This involved collaborating closely with the Young Dolph Estate and Street Execs to design an exhibit that authentically represented Young Dolph's life and career. Our team developed immersive displays and interactive installations that provided visitors with a unique and engaging experience. These included recreations of pivotal moments in his life, such as a detailed replica of his recording studio where attendees could sit and write "letters to Young Dolph" on a dedicated wall.

We also created life-size album covers, a live immersive set design of one of his album covers where attendees could pose for photos just like Young Dolph, and commissioned an artist to create a lifelike bust of Young Dolph. These elements were designed to connect visitors emotionally with the artist's legacy and offer unique photo opportunities.

The project required meticulous coordination to construct, break down, and move the exhibit efficiently. We designed and constructed four custom-built sets, each engineered for easy dismantling and transportation. This included the recording studio replica, the life-size album covers, and the immersive set designs. We managed the logistics of transporting these sets and coordinated the safe arrival and installation of artwork flown in from artists worldwide, ensuring each piece was displayed to the highest standards.

Managing a traveling exhibit posed unique challenges that we addressed with precision. We planned and coordinated with various venues in cities like Atlanta, Los Angeles, and New York to ensure smooth transitions and consistent exhibit quality. Our team conducted site visits and worked closely with local staff to set up each location, ensuring a seamless visitor experience. We maintained high standards of consistency and quality across different cities by implementing rigorous quality control measures, such as regular inspections and feedback sessions with visitors.

Additionally, we effectively managed a \$500,000 budget to maximize impact and deliver a high-quality exhibit. We strategically allocated resources to different aspects of the project, such as sourcing materials for set construction, hiring skilled labor, and securing transportation services, to stay within budget while achieving project goals. Our cost-efficient solutions included negotiating bulk rates with suppliers and using modular designs to reduce transportation costs without compromising on the quality of the exhibit. This careful financial management ensured that we could deliver an exceptional, memorable experience for visitors at each location.



FIG 2. Life Size Young Dolph album recreation



FIG 3. Young Dolph bust



FIG 4. Customer taking photo in immersive album cover set design

The Dolphland Pop-Up Museum was a testament to our ability to manage and execute large-scale, mobile exhibits efficiently. It received widespread acclaim for its engaging and immersive design, successfully honoring Young Dolph's legacy and connecting with fans across different cities. The project underscored our capability to deliver high-quality, impactful experiences that resonate with diverse audiences.

#2. COMPANY OVERVIEW

House of BET. In celebration of the 50th anniversary of Hip Hop, Good kids MADD City partnered with House of BET to create five distinct set build-outs that honored the genre's rich history and its most influential artists. This ambitious project involved designing, fabricating, and installing multiple unique installations, each presenting its own set of challenges and requiring a high level of expertise and precision. With a budget of \$40,000, we were tasked with creating an immersive exhibit for a one-weekend event that showcased Hip Hop's impact across five major cities: Atlanta, Los Angeles, New Orleans, New York City, and Houston.

Project Overview

- **Objective:** To celebrate Hip Hop's 50th anniversary through immersive set build-outs that highlight the genre's history and influence.
- **Budget:** \$40,000
- **Scope:** Five separate installations across five major cities.
- **Timeline:** Notified on May 20th and completed by June 21st.

Key Responsibilities

For the 50th anniversary of Hip Hop, Good kids MADD City partnered with House of BET to create an exhibit showcased exclusively in Los Angeles during the House of BET event, part of the BET Awards preparations. This project involved designing and fabricating multiple unique installations to reflect pivotal moments and influential figures in Hip Hop history, creating a narrative journey for visitors. We sourced items from Texas, Atlanta, California, and New York, transporting them to Los Angeles to highlight the significant impact these cities have had on Hip Hop culture over the past 50 years.

Our initial phase involved collaborating closely with House of BET to conceptualize and design each set build-out. These sets were designed to reflect pivotal moments and influential figures in Hip Hop history, creating a narrative journey for visitors. Each installation featured elements like graffiti art, replicas of iconic music venues, and life-sized sculptures of legendary Hip Hop artists.

The fabrication phase required meticulous craftsmanship to bring our designs to life. We built detailed replicas of key Hip Hop landmarks, such as the stoops of Brooklyn where the genre was born and the vibrant streets of Atlanta known for their significant contributions to Hip Hop culture. Each set included interactive elements, such as DJ booths and breakdancing stages, allowing visitors to engage with the exhibit.

Given the project's tight timeline and the complexity of sourcing materials from multiple cities, precise coordination and logistics management were crucial. We orchestrated the transport of materials and artwork between cities, ensuring everything arrived intact and on schedule. This involved working closely with local teams to handle on-site setup and breakdown efficiently, maintaining the quality and integrity of each installation.

Impact Outcome

The House of BET's 50th Anniversary of Hip Hop exhibit was a resounding success, drawing significant attention and praise for its immersive and educational displays. The project showcased Good kids MADD City's ability to manage and execute large-scale, multifaceted projects within stringent timelines and budgets. Our work not only celebrated Hip Hop's legacy but also engaged and inspired audiences across the country.

You can explore more about this project and watch related videos [here](#).



FIG 5. House of BET. TEXAS Installation



FIG 6. House of BET. Los Angeles



FIG 7. Lil John Donated PIMP CUP



FIG 8. NO 2 LIVE CREW ALBUM RECREATION

Good kids MADD City’s client services team for CAAAM’s is intentionally small to enable accessible communication and to develop deep working relationships between both organizations.

PROJECT LEAD



Brittney Jarrett (she/her)
is an experienced project manager with years of expertise in leading and executing projects successfully. Holding a Bachelor's degree in Organizational Leadership with a minor in Business, Brittney has a strong foundation in management principles and business acumen. Throughout her career, she has led over 20+ projects in the museum and creative space, both local and out of state. Demonstrate exceptional organizational skills and the ability to manage budgets up to \$500K. Currently serving as a Marketing and Project Manager at the Trap Music Museum, Brittney combines her project management skills with a keen understanding of marketing strategies to drive the museum's initiatives forward.

Good kids MADD City will draw from an expert cadre of in-house and external professionals who will provide direct support to CAAAM in designing, fabricating, and installing the temporary exhibition. Our team includes specialists with deep knowledge and extensive experience in exhibit design, project management, and cultural history, ensuring we deliver a project that meets and exceeds your expectations.

We will match these experts with CAAAM project teams to devise and execute strategic plans that align with your vision and goals. Profiles of several key individuals who will likely be called on to serve on the CAAAM project are included below. Many of these professionals have a strong background in creating immersive and culturally significant exhibits, as demonstrated by our successful projects such as the Trap Music Museum, Lil Trap House, and Dolphland Pop-Up Museum. These narratives have been customized to highlight the individual and collective qualifications and expertise required to perform the work associated with the CAAAM project.

#8. Rate: Specialist rates vary, but typically range:

- Contractors and AV Team.....\$1,600.00 - \$2,400.00 per day
- Art Preparator\$1,200.00 - \$1,600.00 per day
- Set Designer \$1,600.00 - \$2,000.00 per day
- Creative Director \$2,000.00 - \$2,800.00 per day
- Project Manager \$1,200.00 - \$1,600.00 per day
- Project Coordinators\$800.00 - \$1,200.00 per day
- Graphic Designer \$1,000.00 - \$1,500.00 Flat rate

Profiles for several individuals who will likely be called on to serve as Specialist for CAAAM’s temporary exhibit are included below. These narratives have been customized to highlight individual and collective qualifications and expertise required to perform work associated defined in #RFPCAAAM1117305



Terria Davis (she/her)
is a dedicated project coordinator with 4 years of experience in managing and supporting a variety of projects. She holds a Bachelor's degree in Criminal Justice and has demonstrated her ability to keep projects under or right at budget consistently. Terria currently works at Spelman College as a Project Coordinator and also contributes her skills to the Trap Music Museum. With numerous project experiences under her belt, she has proven her capability in coordinating diverse projects effectively. Additionally, Terria has a solid background in event management, bringing a comprehensive skill set to every project she undertakes.



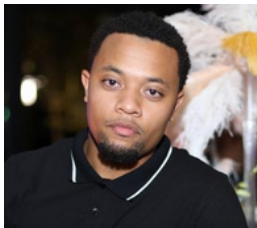
Douglas Peterson (he/him)
is a 20-year veteran in the creative and music industry, bringing a wealth of experience and expertise to every project. As the former President of Grand Hustle Music Group, Doug has a proven track record of leadership and innovation. Currently, he serves as the Head Curator and Creative Director at the Trap Music Museum, where he leverages his extensive background to create compelling and authentic visual narratives. With national project experience, Doug's goal is to tell stories visually in the most authentic way possible, ensuring each project resonates deeply with its audience.

**Deundra Drakes (he/him)**

has years of experience in the creative industry, bringing a dynamic and innovative approach to every project. He holds a Bachelor's degree, further solidifying his strong foundation in management and creative strategy. As the CEO of Good Everywhere Management and Consulting Agency, Deundra has established a reputation for excellence in management, tech and strategic consulting. In his role in Special Operations at the Trap Music Museum, he excels at preventing issues before they arise, ensuring smooth and successful project execution. A mover and shaker in the entertainment industry, Deundra specializes in creative projects and initiatives, consistently driving forward groundbreaking work and fostering creativity in all his endeavors.

**Mark Jackson (he/him)**

With 15 years of experience in the music and creative industry, Mark is a visionary leader serving as the Creative Director at the Trap Music Museum and Vice President of Human Resource Distribution. Previously, he played a crucial role as an A&R for Grand Hustle, where he honed his talent for identifying and developing musical talent. At the Trap Music Museum, he directs the artistic and creative execution of exhibits, transforming it into a globally resonant space. His experience involves fostering a culture of creativity and collaboration, while specializing in conceptualizing artistic buildouts.

**Jamal Lipscomb (he/him)**

is a communications degree holder and Operations Manager at the Trap Music Museum, where he applies his expertise to implement and refine operational processes and procedures. His role is pivotal in maintaining the museum's efficiency and enhancing visitor experiences. Jamal's strategic approach and attention to detail contribute significantly to the smooth daily operations of this cultural institution, ensuring it remains a premier destination in the creative industry. His dedication to integrating effective communication strategies into operational frameworks makes him an invaluable asset in managing and optimizing workflows within the museum.

Objective 5.

Our Portfolio details extensive experience in fabricating exhibits that meet the requirements of the Americans with Disabilities Act (ADA), ensuring that all visitors, regardless of their physical abilities, can fully engage with and enjoy our exhibits. Our approach includes accessible design with wide pathways and ramps for easy navigation, and displays at heights accessible to all, including those who use wheelchairs. We ensure that interactive installations are operable with minimal force and are accessible to visitors with different physical capabilities, and we include tactile elements and audio descriptions for visitors with visual or hearing impairments. Our signage uses large, high-contrast text to aid visitors with visual impairments, and we integrate Braille signage where necessary, providing audio guides and transcripts for all multimedia content. Throughout the design and fabrication process, we consult ADA guidelines to ensure full compliance, conducting thorough testing with a diverse group of users to identify and address any accessibility issues. Additionally, our team is trained in ADA requirements and best practices to ensure that accessibility is a fundamental aspect of our exhibit design and fabrication. By prioritizing accessibility in our projects, we ensure that our exhibits are inclusive and provide a rich, engaging experience for all visitors.

Objective 6. In-House Fabrication Capabilities and Outsourced Services

Our comprehensive in-house fabrication capabilities allow us to maintain high standards of quality and control over our projects. Our in-house team is adept at handling various aspects of exhibit fabrication, ensuring seamless integration and execution. However, for specialized services, we collaborate with trusted subcontractors who bring their expertise to the table.

In-House Fabrication Capabilities

- **Concept Development and Design:** Our creative team excels in developing innovative concepts and detailed designs that bring exhibit ideas to life.
- **Set Construction and Assembly:** We have skilled craftsmen and technicians who build and assemble exhibit sets, ensuring structural integrity and aesthetic appeal.

APPROACH AND SCOPE OF WORK

- **Graphic Design and Production:** Our in-house graphic designers create visually stunning graphics, and our production team handles printing and installation.
- **Interactive and Multimedia Installations:** We design and integrate interactive elements and multimedia components, enhancing visitor engagement.
- **Project Management:** Our project managers oversee every aspect of the fabrication process, ensuring timely and budget-compliant delivery.

Outsourced Services

- **Custom Art and Sculptures:** We collaborate with renowned artists and sculptors for creating custom art pieces and sculptures that require specialized skills.
- **Structural Engineering:** For complex structural elements, we engage structural engineers to ensure safety and compliance with building codes.
- **Specialized Fabrication:** For specific materials or techniques outside our usual scope, we work with expert fabricators who specialize in those areas.

#6. List of Subcontractors and Their Qualifications

1. Good Everywhere LLC AV Systems

- Services: ** Advanced audiovisual systems installation and integration.
- Qualifications: Years of experience in AV systems for large-scale exhibits and events, known for cutting-edge technology and reliable service.

2. For the love of Space LLC Art Preparator

- Services: source and buy custom art pieces and sculptures.
- Qualifications: A team of art selectors and curators with years of experience in public and private art installations.

3. Caesar & Co. and D3 Construction (contractors) Structural Engineering

- Services: Structural engineering for complex exhibit elements.
- Qualifications: 20+ years of experience with a strong team of structural engineers who holds a strong portfolio of work in museum and exhibit settings, ensuring safety and compliance with all regulations.

4. Jimmie Davies (contractor) Specialized Fabricator

- Services: Fabrication of specific materials and techniques.
- Qualifications: Specialists in metalwork, woodworking, and other fabrication techniques, with years of experience in producing high-quality, custom pieces.

By leveraging both our in-house capabilities and the expertise of our subcontractors, Good kids MADD City ensures that every project we undertake is executed to the highest standards of quality and innovation.

7. APPROACH AND SCOPE OF WORK

The following pages describe how Good kids MADD City will engage with CAAAM to fulfill the objectives outlined for the temporary exhibit project. During the initial term, Good kids MADD City proposes a tailored program of support to CAAAM. These services are flexible enough to be adapted and scaled as needs and opportunities demand. Good kids MADD City will work with CAAAM leadership to tailor the consulting activities described below.

Objective 01. Plan

To develop and execute an immersive exhibition for CAAAM, Good kids MADD City will:

- **Conceptualize and Design the Exhibit.** Collaborate with CAAAM leadership to create a comprehensive exhibition plan that highlights the journey and contributions of African-American athletes from Daniel High School. This will involve detailed design schematics, thematic development, and layout planning to ensure a cohesive and engaging visitor experience.
- **Coordinate with Suppliers and Contractors.** Identify and liaise with key suppliers and subcontractors necessary for the fabrication and installation of the exhibit. This includes sourcing materials, multimedia elements, and artifacts that will be integral to the exhibit's success.
- **Fabrication and Installation.** Oversee the fabrication of exhibit components, ensuring that all elements meet the highest standards of quality and accessibility. Manage the installation process, coordinating with on-site teams to ensure timely and efficient setup.

APPROACH AND SCOPE OF WORK

- **Develop Interactive and Educational Elements.** Integrate interactive features such as QR codes, video prompts, and multimedia displays to enhance visitor engagement and education. Design elements will include a mix of audio-visual aids, interactive touchpoints, and informative displays to tell the athletes' stories dynamically and compellingly.
- **Provide Consultation on Operational Aspects.** Advise CAAAM on the operational aspects of managing and maintaining the exhibit, ensuring sustainability for future programming and partnerships. This includes training staff on the use and upkeep of interactive elements and exhibit components.
- **Branding and Marketing Integration.** Fully integrate branding elements representing both the historical and contemporary identity of Daniel High School. This includes the design of promotional materials, marketing strategies, and merchandising to create a memorable and impactful visitor experience.
- **Develop and Implement Programming.** Design and execute a range of curated programming tailored for various audiences. This may include guided tours, educational workshops, and interactive sessions that align with the exhibit's themes and objectives.

Objective 02. Implementation

Exhibition Strategy and Action Planning.....Typically begins 8-12 weeks prior to installation deadline

- Complete Project Discovery and Outline Scope of Services:
 - Thoroughly review the exhibit's theme and objectives to understand the museum's vision, priorities, and expectations.
 - Conduct an initial project discovery meeting to gather information on support needs.
 - Craft a Project Charter that outlines the mutual understanding of the objectives, scope, and stakeholders of the exhibition project, providing a roadmap for the team to follow.
 - Develop a strategic action plan, outlining key milestones, tasks, and timelines to guide the exhibit creation process.
- Convene and Deploy Exhibit Design Team:
 - Identify, recruit, engage, onboard, and support an expert exhibit design team to fulfill the Project Charter.
 - Select individual team members based on their experience and expertise in creating successful exhibits for similar themes and audiences.
- Lead Brainstorming and Narrative Strategy Development:
 - Lead discussions to help create a cohesive narrative for the exhibit that is engaging and educational.
 - Guide teams through the development and articulation of the exhibit's vision, mission, values, goals, objectives, outputs, outcomes, and sustainability plans.
 - Prepare and interpret demographic information, statistics, and collateral material to tell a compelling story.
- Assist in Project/Program Design:
 - Assist in designing the exhibit components, ensuring they are robust, engaging, and informative.
- Develop and Implement Project Management Tools:
 - Create a tailored bundle of planning documents, including a timeline, work plan, roles and responsibility matrix, checklists, and other tools to guide the team in planning content that is compliant with the requirements of the exhibit's objectives.
 - Host, build, populate, and maintain an online space to house and organize exhibit documents.
- Coordinate and Lead Working Sessions:
 - Co-lead regularly scheduled exhibit development meetings.
 - Manage and coordinate meeting times and platforms.
 - Take and disseminate notes to translate brainstorming into actions and narrative.
 - Clearly identify decisions made and assign, track action items.

Exhibit Development and Fabrication.....Typically begins 6-8 weeks prior to installation deadline

- Develop Exhibit Narrative:
 - Develop an outline of the exhibit in collaboration with the design team.
 - Draft clear, persuasive narratives that include statements of significance, historical context, and biographical information of featured athletes.
 - Tailor the narrative to align with the museum's objectives and requirements.
 - Conduct developmental editing and revisions of drafts to produce a clear, coherent, and persuasive exhibit narrative, with attention to overall structure, synthesis, and harmonizing across multiple components.
- Create Supporting Graphics and Illustrations:
 - Offer graphic design consultation and creation of original visuals, including figures, illustrations, and charts, tailored to the exhibit's specifications.
 - Ensure that all visual elements are designed to enhance the exhibit's narrative and are compliant with the museum's formatting requirements.

APPROACH AND SCOPE OF WORK

- Coordinate, Develop, and/or Edit Supplemental Materials:
 - Prepare or assist with the development of supplemental materials such as informational panels, multimedia content, and interactive elements.
- Advise on Budget and Justification:
 - Assist in conceptualizing detailed budgets that align with the exhibit’s narrative and comply with the museum’s format, including justifications for all costs.

External Review and Feedback.....Typically begins 2-4 weeks prior to installation deadline

- Organize and Implement Review Sessions:
 - Organize comprehensive external reviews at strategic points in the exhibit development process to gain unbiased assessments and constructive recommendations for improvement prior to installation.
 - Conduct iterative reviews and feedback on in-progress designs to assess the strength of the concept and alignment with the museum’s expectations.
- Refine Exhibit Based on Feedback:
 - Incorporate external feedback into revisions, ensuring that the narrative and visuals effectively communicate the exhibit’s strengths.

Final Polish and Installation.....Typically begins 1-2 weeks prior to installation deadline

- Edit, Proofread, and Format Exhibit Materials:
 - Perform meticulous editing and proofreading to ensure the exhibit materials meet the highest standards of clarity, grammar, and style.
 - Format the materials to conform to the specific guidelines of the museum, ensuring compliance and a polished, professional appearance.
- Assist with Exhibit Installation:
 - Assist CAAAM in ensuring that all components of the exhibit are complete, compliant with requirements, and installed before the deadline.
- Lead Project Closeout and Next Steps:
 - Advise on post-installation requirements, such as maintaining and updating the exhibit.
 - Assist in developing sustainability plans for the exhibit beyond its initial run.
 - For future exhibits, conduct briefings with museum staff to learn how the process could be improved.
 - Advise on interpreting feedback from visitors and crafting strategies to maximize engagement and success for future exhibits.

Deliverable	Description
Project Charter	Document outlining project scope, objectives and milestones
Initial Project Plan	Detailed plan with timelines and deliverables
Research Report	Comprehensive report of historical data and materials
Content Outlines and Draft Narratives	Detailed content for exhibition displays
Conceptual Design Plans	Initial designs for each exhibition room
Room Layouts and Floor plans	Detailed layouts for exhibition spaces
Final Designs Plans	Completed designs ready for fabrication
Material and Equipments	Lists of all required materials and equipment

APPROACH AND SCOPE OF WORK

Deliverable	Description
Installation Schedule	Detailed timeline for installation phase
Fabricated Exhibition Components	Custom-built display cases, signage, and multimedia elements
Assembled Display Units	Assembled components ready for installation
Installed Exhibition	Fully installed exhibition at CAAAM.
Marketing and Promotional Materials	Materials for promoting the exhibition
Functional and Tested Exhibition	Exhibition elements tested and ready for public viewing
Successful Exhibition Launch Event	Completed designs ready for fabrication

Sample Work Products

To uphold our dedication to collaboration, transparency, and ongoing feedback, Good kids MADD will provide the Clemson Area African American Museum (CAAAM) with a customized Client Dashboard [snapshot below] to oversee the progress of the exhibit design and installation. This dashboard will offer real-time updates on various project element

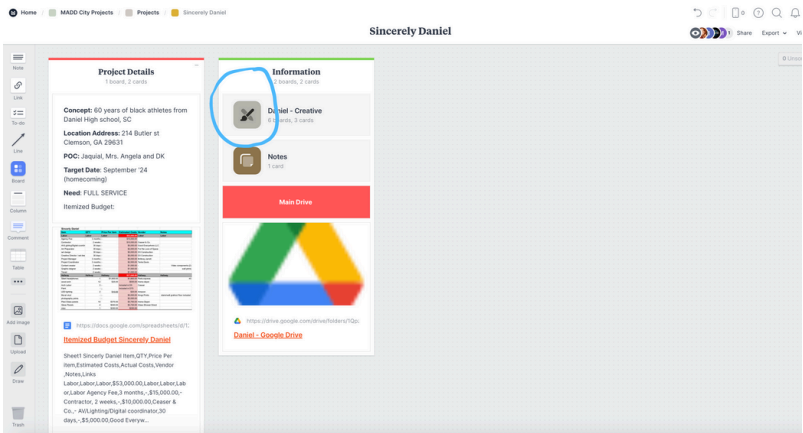


FIG 8. CAAM'S personal Milanote project updates

#9. FEE PROPOSAL

We have developed the following pricing options to align with the Clemson Area African American Museum's (CAAAM) needs for exhibit design and installation services. Our goal is to ensure that CAAAM receives not only customized support but also the greatest strategic value throughout the project. **For a detailed synopsis of each category please see the excel budget sheet created [here](#).**

Duration: August 2, 2024 to November 22, 2024

Labor and Agency Fees	\$51,200.00
Hallway Installation	\$16,990.00
Concession Installation	\$4,695.00
Gym Installation	\$33,290.00
Locker Room	\$8,560.00
Hall of Fame Installation	\$31,590.00
Misc (Vinyl print, Lighting, Paint)	\$7,000.00
Art	\$6,640.00

Good kids MADD City is dedicated to delivering a high-quality and impactful exhibition for the CAAAM. The estimated costs outlined in this proposal are designed to ensure the successful completion of the project while maintaining cost efficiency. We look forward to the opportunity to work with CAAAM and bring this important exhibition to life.

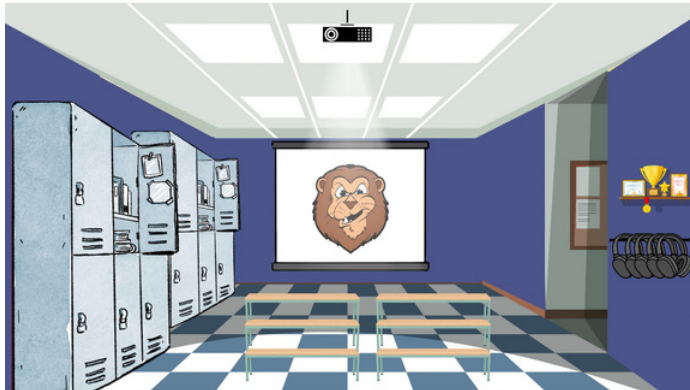


FIG 9. Locker Room Installation



FIG 10. GYM Installation walls with interactive listening



FIG 12. GYM Installation

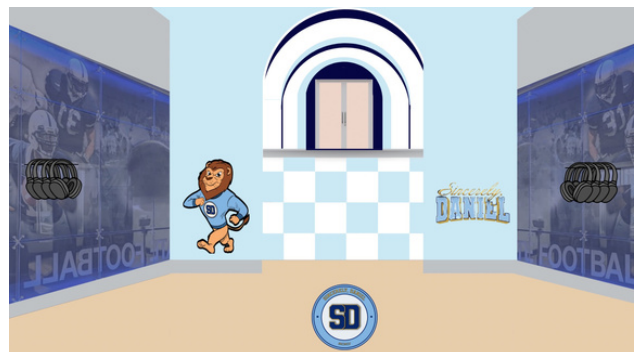


FIG 11. Hall of Fame

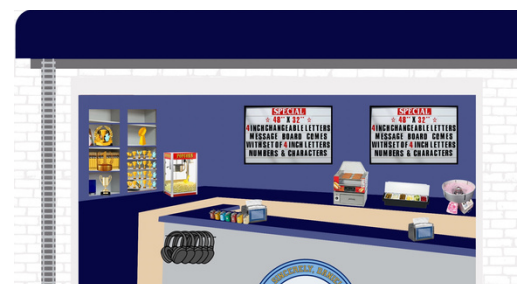


FIG 13. Concession Installation

#10. OPERATIONS

Good kids MADD City has extensive experience in coordinating the integration of operation and maintenance manuals for complex projects. Our process ensures that all relevant documentation is meticulously developed, organized, and integrated into the project lifecycle to facilitate smooth operations and ongoing maintenance.

Experience Overview

1. Project: **Trap Music Museum**

- **Scope:** We developed and integrated comprehensive operation and maintenance manuals for the Trap Music Museum, ensuring that all exhibits, interactive elements, and facility operations were documented in detail.
- **Tasks Performed:**
 - Identified all systems and components requiring documentation.
 - Coordinated with contractors and subcontractors to gather technical details and operational guidelines.
 - Compiled user manuals, maintenance schedules, troubleshooting guides, and safety protocols.
 - Ensured documentation was user-friendly and accessible to museum staff.
 - Integrated manuals into the museum's digital and physical record-keeping systems.
 - Trained staff on the use and upkeep of the manual

2. Project: **Dolphland Pop-Up Museum**

- **Scope:** We managed the creation and integration of operation and maintenance manuals for the Dolphland Pop-Up Museum, focusing on the temporary nature of the exhibition.
- **Tasks Performed:**
 - Identified critical operational and maintenance requirements specific to the pop-up format.
 - Coordinated information flow between temporary installation teams and permanent museum staff.
 - Compiled comprehensive guides that included setup, tear-down, and transport procedures.
 - Developed a digital platform for quick reference and updates to the manuals.
 - Provided training sessions for temporary staff to ensure they were well-versed in operational procedures.

Process and Methodology

1. Assessment and Planning:

- Conduct an initial assessment to determine the scope of documentation required.
- Develop a detailed plan outlining the structure and content of the manuals.

2. Information Gathering:

- Collaborate with designers, fabricators, and contractors to gather all necessary technical information.
- Conduct interviews and walkthroughs to understand the operational intricacies of the exhibits.

3. Documentation:

- Create comprehensive manuals covering installation, operation, maintenance, and troubleshooting.
- Use clear and concise language, supplemented with diagrams, images, and flowcharts.

4. Integration:

- Implement the manuals into the project's digital and physical documentation systems.
- Ensure that the manuals are accessible to all relevant stakeholders and staff.

5. Training and Support:

- Provide training sessions to familiarize staff with the manuals.
- Offer ongoing support to address any questions or updates needed for the documentation.

Our expertise in coordinating the integration of operation and maintenance manuals ensures that all aspects of a project are documented comprehensively, facilitating seamless operations and effective maintenance. Our systematic approach guarantees that stakeholders have the necessary tools and information to manage and sustain the project efficiently.

#11. REFERENCES

TRAPMUSICMUSEUM

Nikeya Gray

Director of Operation

Phone: 205-239-9181; Email: nikeya@trapmusicmuseum.us

Institutional Profile: The Trap Music Museum, based in Atlanta, GA, celebrates the history and culture of trap music through immersive exhibitions and interactive displays.

Scope of Work: Good kids MADD City worked with the Trap Music Museum on the design, fabrication, and installation of several exhibits. Highlights of our collaboration included:

- **Design:** Developing innovative and culturally resonant exhibit designs that capture the essence of trap music and its impact.
- **Fabrication:** Crafting high-quality exhibit components, including interactive installations and detailed displays.
- **Installation:** Overseeing the installation process to ensure that all elements were integrated seamlessly and effectively showcased the museum's theme.
- **Outcome:** The museum received high praise for its engaging and dynamic exhibits, significantly enhancing visitor experience and interaction.

HOUSEOFBET

Sierra Rozar

Exhibit Coordinator

Phone: 931-220-9559; Email: Sierra.rozar@paramount.com

Institutional Profile: The House of BET, located in Los Angeles, CA, is an immersive exhibition space dedicated to celebrating the legacy of Black entertainment and culture through interactive displays and installations.

Scope of Work: Good kids MADD City partnered with the House of BET to design and execute a compelling exhibition that highlights key figures and moments in Black entertainment history. Our contributions included:

- **Exhibit Design:** Creating visually stunning and interactive designs that bring the legacy of BET to life.
- **Fabrication:** Producing high-quality exhibit elements, including custom installations and multimedia components.
- **Installation:** Managing the installation to ensure a cohesive and impactful presentation.
- **Outcome:** The exhibit received acclaim for its engaging content and high production values, effectively showcasing BET's influential role in entertainment.

DOPHLANDPOP-UPMUSEUM

Marina 'Skye' williams

Creative Director

Phone: 323-630-5669; Email: dolphland23@gmail.com

Institutional Profile: The Dolphland Pop-Up Museum, based in Nashville, TN, is a temporary exhibition dedicated to the life and music of rapper Young Dolph, featuring immersive and interactive elements.

Scope of Work: Good kids MADD City collaborated with Dolphland on the design, fabrication, and installation of the pop-up museum. Our work included:

- **Design:** Developing a unique and engaging exhibit concept that highlighted Young Dolph's career and impact.
- **Fabrication:** Constructing high-quality, custom exhibits and interactive displays that resonated with fans and visitors.
- **Installation:** Overseeing the installation process to ensure that the exhibit was set up effectively and aligned with the intended theme.
- **Outcome:** The pop-up museum was celebrated for its creative presentation and immersive experience, drawing significant attention and visitor engagement.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



July 8th, 2024

Nathan Hinkle
City of Clemson

RE: Repair Work to Chapman Hill Bridge (#3974) over Trib to 18 mi Creek

Dear Mr. Hinkle:

In reply to your request, Cekra is happy to provide the enclosed pricing to perform work on the Chapman Hill Bridge.

Scope:

Traffic Control

Bridge Access

Repair and Encasement of eleven (11) pile on Bent 2, 3, and 4 (All remaining un-encased)

Placement of approximately 66 tons of SCDOT Class B Rip Rap Rock

Lumps Sum Price: \$128,000.00

Best Regards,

Nash Hale



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



July 8th, 2024

Nathan Hinkle
City of Clemson

RE: Repair Work to Old Central Rd Bridge (#5371)

Dear Mr. Hinkle:

In reply to your request, Cekra is happy to provide the enclosed pricing to perform work on the Chapman Hill Bridge.

Scope:
Traffic Control
Bridge Access
Approximately 8 square feet of spalling concrete repair

Lumps Sum Price: \$7,000.00

Best Regards,

Nash Hale