

**EAST COAST PYROTECHNICS, INC.**  
**AGREEMENT**

Exhibit A

This contract entered in this 17th day of March A.D. 2021 by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and City of Seneca (customer) of City Seneca, State SC.

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 3, 2021 Customer Initial \_\_\_\_\_, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of \$18,375.00 (50% deposit due with contract). A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 350 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract.

EAST COAST PYROTECHNICS, INC.

By \_\_\_\_\_

Date Signed: March 17, 2021

Tom Thompson  
PO Box 209  
Catawba, SC 29704  
P 803-789-5733  
F 803-789-6440  
tom@eastcoastpyro.com

## CUSTOMER

By \_\_\_\_\_

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: \_\_\_\_\_

(Please Type or Print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Email: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

## RDA CONTRACT

WHEREAS, the CITY OF SENECA, by and through its City Council (hereinafter referred to as the "City") and BLUE RIDGE ELECTRIC COOPERATIVE, INC. by and through its' Board of Trustees (hereinafter referred to as the "Cooperative"), wish to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00), each to the other paid, sufficient receipt of which is hereby acknowledged, and the other rights, duties, and obligations as set out below, the parties agree as follows:

1. That Cooperative is a rural electric cooperative organized and existing under the laws of the State of South Carolina and as such is eligible to take advantage of the South Carolina Rural Development Act (Act No. 462) of 1996, as amended.

2. That City is a body politic organized as a City under the laws of the State of South Carolina.

3. That Cooperative serves customers in the City of Seneca and the City has committed to making infrastructure improvements including extending wastewater lines and constructing a new wastewater lift station that will serve an eligible project and others in the City's area, in the Cooperative's service territory, which makes it eligible for infrastructure assistance under South Carolina Rural Development Act (Act No. 462) of 1996, as amended.

4. That Cooperative, under the South Carolina Rural Development Act (Act No. 462) of 1996, as amended, is allowed to apply for a credit against its tax liability for amounts paid in cash to provide infrastructure for a qualifying project as prescribed in Section 12 of the South Carolina Rural Development Act (Act No. 462) of 1996, as amended.

5. That City has requested, and Cooperative has agreed to invest \_\_\_\_\_ Thousand and No/100 Dollars (\$\_\_\_\_\_.00) in infrastructure payments that Cooperative would otherwise have paid as part of its license liability to the State of South Carolina, through the Department of Revenue.

6. That City agrees to use these funds only for the infrastructure improvements set out and approved by the South Carolina Rural Development Act (Act No. 462) of 1996, as amended.

7. That City agrees to abide by all stipulations, conditions, and requirements of the South Carolina Rural Development Act (Act No. 462) of 1996, as amended, including but not limited to any and all necessary findings made necessary by the Act upon receipt of these funds.

8. That if, and in the event that the City fails, or otherwise refuses to use the funds contributed by Cooperative, in accordance with the South Carolina Rural Development Act (Act

No. 462) of 1996, as amended, the City hereby agrees to take any and all such steps as are necessary to repay those funds immediately to Cooperative, or in the alternative to pay them on behalf of the Cooperative, to the Department of Revenue. If the City fails to take action to reimburse the State or the Cooperative, the Cooperative, shall have a cause of action against the City for breach of this agreement.

9. That the parties agree that they will both sign a form required by the South Carolina Rural Development Act waiving the statute of limitations on the State of South Carolina through the Department of Revenue for attempting to collect the above referenced funds, if and in the event, they are not appropriately used under the Act.

10. That both parties agree to take all steps that would be necessary to cooperate with the Department of Revenue to see that the transfer and use of these funds are appropriately handled and accounted for.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSETH:

**CITY OF SENECA**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA       )  
                                                  )  
COUNTY OF OCONEE                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ [NAME], the \_\_\_\_\_ [TITLE] of the CITY OF SENECA, a body politic organized as a City under the laws of the State of South Carolina, on behalf of the County.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSETH:

**BLUE RIDGE ELECTRIC  
COOPERATIVE, INC.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Jim Lovinggood  
Its: President & Chief Executive Officer

STATE OF SOUTH CAROLINA       )  
                                                  )  
COUNTY OF PICKENS            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by Jim Lovinggood, the President & Chief Executive Officer of BLUE RIDGE ELECTRIC  
COOPERATIVE, INC., a South Carolina cooperative corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )  
CITY OF SENECA )

**RESOLUTION**

**A RESOLUTION RECOGNIZING APRIL 2021 AS FAIR HOUSING MONTH**

**WHEREAS**, the City of Seneca desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and,

**WHEREAS**, the City of Seneca rejects discrimination on the basis of race religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and,

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and,

**WHEREAS**, April is recognized as Fair Housing Month; and,

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Seneca, South Carolina, the Seneca City Council, that the City of Seneca does hereby designate April 2021 as Fair Housing Month.

Approved by the Seneca City Council in meeting duly assembled this 30<sup>th</sup> day of March 2021.

Attest:

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Daniel W. Alexander  
Mayor, City of Seneca

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T. Scott Moulder  
City Administrator



## Exhibit D

March 24, 2021

Mayor Daniel W. Alexander  
610 South Oak St.  
Seneca, SC 29678

Mayor Alexander,

On behalf of the Oconee County Republican Party, I would like to request a reduction in fees to rent Gignilliat Community Center Gymnasium for our Oconee County Republican Party County Convention that is scheduled for Saturday, April 10th.

The Oconee County Republican Party would like to thank the City of Seneca for letting us use the Gignilliat Community Center to hold its meetings prior to the COVID pandemic, and more recently, our precinct reorganization meetings. We are very fortunate to have such a facility in Oconee County.

I reserved the Gignilliat gymnasium to hold our 2021 Convention and was only recently advised that there would be a rental fee of \$1,400 for use of the facility. South Carolina Republican Party Rules and SC State Law require that we hold a County Convention in April of every non-election year. I recognize that there are costs involved in providing use of the gymnasium, including the set-up and take-down of chairs, and want to do our part in covering those costs. Our organization has a limited budget, however, and we would like to see if the City of Seneca could possibly waive any portion of the fee since this a State mandated activity attended by residents of Seneca and Oconee County?

Again, I thank you and Seneca City Council for your service to the community and please feel free to contact me at anytime to discuss this matter. To assist us with budgetary planning, we would like a fee schedule for use of the large meeting room adjacent to the gym for future OCRP meetings. We would be willing to do our own set-up and take-down of chairs for these meetings.

Thank you,

Bill Jerome  
Chairman, Oconee County Republican Party

(H) 864-723-9155  
(C) 864-280-0367