



Council Work Session
Council Chambers 111 Maiden Lane, Lexington, SC
June 15, 2026

Work Sessions are less formal meetings. No votes are taken, except to place an item on a future Council agenda.

AGENDA

4:30 PM EXECUTIVE SESSION

Matters to be discussed in Executive Discussion as permitted by S.C. Code Ann. §30-4-70(a):

1. Discussion of two potential property acquisitions
2. Legal briefing regarding zoning matter
3. Discussion of West Columbia water litigation

During the Open Session, the Town Council may take action on any matters discussed in the Executive Session.

6:00 PM WORK SESSION OPENING & CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION REPORT & DELETIONS FROM AGENDA

PRESENTATIONS:

1. Presentation of Lexington Artwork from Dawn Corley- Mayor Livingston

BUSINESS ITEMS: (Discussion & Recommendation for the July 6, 2026, Council Meeting)

1. Scenic Corridor Commercial Developments- (Planning and Building Director, Jessical Lybrand)
2. Annexation of Lexington County Tax Map #005496-01-031, located at 186 Zenker Road- (Planning and Building Director, Jessical Lybrand)
3. Proposed Updates to Town Ordinances Governing the Cross Connection Control Program – (Utilities Director, David Wiman)
4. Pilgrim Point Street Lights - (Finance Director, Kathy Pharr)
5. Discussion of contractual agreement for Information Technology services- (Assistant Town Administrator, Kevin Richardson)
6. Fiberoptic Cable Franchise Agreement with Windstream/Kinetic-(Town Administrator, Rachelle Gleaton)

AGENDA
Council Work Session
June 15, 2026

COMMENTS- *(Speakers are limited to three minutes regarding agenda items)*
Public, News Media
Staff, Council

ADJOURN

END OF AGENDA



TO: Mayor and Town Council

FROM: Jessica Lybrand, Director of Planning and Building

SUBJECT: Scenic Corridor Regulations – Commercial Developments

DATE: June 15, 2026

BACKGROUND: In June 2025, Town Council adopted Scenic Corridor regulations intended to preserve and enhance the visual character of designated roadway corridors within the Town. Staff recently conducted the first Pre-Development Meeting for a commercial project located within a Scenic Corridor area since adoption of those regulations.

During that discussion, questions were raised regarding the application of the Scenic Corridor standards to commercial development and whether the Town’s existing commercial landscaping requirements may already fulfill the overall intent of the regulations. Site-specific environmental constraints associated with the project also raised questions regarding how the Scenic Corridor standards interact with existing landscaping requirements and whether additional administrative flexibility may be appropriate in certain circumstances.

Staff is seeking Council discussion and direction regarding whether Council would like Planning Commission to review the Scenic Corridor regulations as they relate to commercial development and provide recommendations on potential ordinance amendments or clarifications.

ACTION REQUESTED: Discussion & Direction



TO: Mayor and Town Council
FROM: Jessica Lybrand, Director of Planning and Building
SUBJECT: Annexation of Lexington County Tax Map#005496-01-031 Located at 186 Zenker Rd
DATE: June 15, 2026

BACKGROUND: Allen H. Gates, Joey H. Gates, Norma J. Taylor, Marty R. Gates, Gary W. Gates, and Bruce M. Gates own approximately 72 acres on Zenker Road and has petitioned to annex the property. Properties in Town near this one are zoned Industrial and Protected Residential. Zenker Road is classified as a Local Road.

The property is shown on the Future Land Use Map as an Employment/ Light Industrial Area. The Comprehensive Land Use Plan describes this area as a node intended to accommodate a mix of industrial, office, maker-space, flex-tenant, and storage uses designed to support employment-generating development. These areas are characterized by business activity occurring primarily within buildings, while allowing for limited outdoor storage and loading/manufacturing activities.

The applicant is requesting the property be zoned with Protected Residential zoning and Zenker Road should be classified as a Local Road.

At its May 20 meeting, Planning Commission recommended denial of the annexation request, citing inconsistency between the proposed zoning and the Comprehensive Land Use Plan. During discussion, the Commission encouraged the applicant to consider withdrawing the petition until a development plan could be submitted for review. The Commission also discussed the potential for a Planned Unit Development (PUD) that could provide a transitional mix of commercial uses adjacent to the existing industrial area with residential uses located toward the rear of the property.

ACTION REQUESTED: Discussion regarding Annexation and Zoning Classification

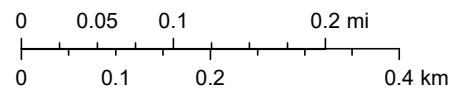
Lexington County Map#005496-01-031



5/13/2026, 1:31:17 PM

1:8,000

- Roads
 - Arterial
 - Collector
 - Local
- County Boundaries
- Municipalities
 - Town of Lexington
 - Unincorporated
- Parcels



TMS Information

Last Updated: 05/13/2026

Note: Residential and commercial building data is limited to the first improvement only.

Property Information				
TMS	00549601031	Show Map	Print	
Tax Year:	2027			
Owner:	GATES, BRUCE M ETALS			
Address:	221 FIRST CREEK RD GASTON SC 29053			
Property Address:	186 ZENKER ROAD			
Legal Description:	NONE			
Deed Book Page:	19588-6			
Plat:	12G-44			
Land Use Code:	1002:RURAL - IMPROVED			
Tax District:	1			
Assessment Information		Resid. Building Information		
Lots:	0	Above Grade SFLA	1498	
Acreage:	72.000	Unfinished Area	0	
Taxable Land:		Year Built	1900	
Taxable Building:		Bedrooms	1	
Assessment Land:		Full Baths	1	
Assessment Building:		Half Baths	0	
Total Taxable Value		Heating/Cooling	CENT. HEAT	
Homestead Exempt:	No			
Legal Resident:	No			
Commercial Building Information				
Square Footage				
Year Built				
Sale Information				
Sale Date	Seller	Buyer	Price	BK-PG
09/27/2017	GATES, HOMER LIFE ESTATE	GATES, BRUCE M ETALS	1	19588-6
05/20/2015	GATES, HOMER & BARBARA J LIFE ESTATE	GATES, HOMER LIFE ESTATE	1	19588-5
01/17/2006	GATES, HOMER	GATES, HOMER & BARBARA J LIFE ESTATE	1	10771-1
09/01/1997	GATES C M (ESTATE)	GATES H	1	4347-061

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PETITION

Allen H. Gates, Joey H. Gates, Norma J. Taylor, Marty R. Gates, Gary W Gates, and Bruce M. Gates, being the sole owner(s) of the real estate described herein, do(es) hereby petition and request the Town of Lexington to annex and include within the corporate limits of the Town of Lexington the area herein described. This petition and request for annexation is made pursuant to Section §5-3-150 of the South Carolina Code of Laws. The tract of land hereby requested for annexation is described as follows:

All that certain piece, parcel, tract, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, in School District No. 1, containing seventy-two (72) acres, more or less, being located on Zenker Road and shown on a Plat recorded in Plat Book 12-G, at Page 22 in Office of the Lexington County RMC. Said Plat is incorporated herein by reference thereto for a more complete and accurate description.


This being the same property conveyed unto Homer Gates by Deed of Distribution for the Estate of Clarence McDonald Gates (97-ES32-00609) dated September 30, 1997 and recorded September 30, 1997 in Book 4347, at Page 061 in the Office of Lexington County RMC.

TMS No. 005496-01-031
Address: 186 Zenker Road
Lexington, SC 29072

*Also included shall be all portions of any State or County street, road or right of way which abut or adjoin the above-described property.

The Petitioner respectfully requests the Town Council to grant this Petition for annexation, and that the property be zoned PR.

DATE OF SIGNATURE:
4/30, 2026


Allen H. Gates

By: Allen Gates

Its: equal order

DATE OF SIGNATURE:
4/30, 2026

Joey H. Gates
Joey H. Gates
By: Joey H. Gates
Its: Equal owner

DATE OF SIGNATURE:
4/30, 2026

Norma J. Taylor
Norma J. Taylor
By: Norma J. Taylor
Its: Equal owner

DATE OF SIGNATURE:
4/30, 2026

Marty R. Gates
Marty R. Gates
By: Marty R. Gates
Its: equal owner

DATE OF SIGNATURE:
4/30, 2026

Gary W. Gates
Gary W. Gates
By: GARY W. GATES
Its: Equal owner

DATE OF SIGNATURE:
4/30, 2026

Bruce M. Gates
Bruce M. Gates
By: Bruce M. Gates
Its: Equal Owner

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

2017051464 FILED, SCANNED, INDEXED
10/26/2017 12:06:42Z
REC FEE: \$10.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 3
Lexington County R.D. Tina Query
DEATH CERTIFICATE Br:Pa 19588:8

STATE FILE NUMBER: 139-17-035639

DECEDENT'S NAME: *LONNIE HOMER GATES*

SEX: MALE

AKA's: NA
ARMED FORCES: NO
DATE OF BIRTH: J

SOCIAL SECURITY NUMBER: [REDACTED]

TYPE OF PLACE OF DEATH: HOSPITAL-INPATIENT

AGE: 88 YEARS

COUNTY OF DEATH: LEXINGTON

NAME AND ADDRESS OF PLACE OF DEATH: LEXINGTON MEDICAL CENTER, WEST COLUMBIA, SC 29169

PLACE OF DISPOSITION: MT HOREB UNITED METHODIST CHURCH CEMETERY

DISPOSITION LOCATION: LEXINGTON, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 186 ZENKER ROAD, LEXINGTON, LEXINGTON COUNTY, SC, 29072

PLACE OF BIRTH: SOUTH CAROLINA

MARITAL STATUS: WIDOWED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: LONNIE HAROLD GATES

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: EVA MAE BROWN

INFORMANT'S NAME: BRUCE M GATES

RELATIONSHIP: SON

MAILING ADDRESS: 221 FIRST CREEK ROAD, GASTON, SC, 29053

FUNERAL HOME: BARR-PRICE FUNERAL HOME, 609 NORTHWOOD RD., LEXINGTON, SC, 29072

FUNERAL DIRECTOR: LANDIS D. PRICE

LICENSE NUMBER: 1578

EMBALMER'S NAME: ROBERT G LOLLAR

LICENSE NUMBER: 1644

ACTUAL OR PRESUMED DATE OF DEATH: SEPTEMBER 27, 2017

MANNER OF DEATH: NATURAL

ACTUAL OR PRESUMED TIME OF DEATH: 1325

CAUSE OF DEATH - PART I

FALL FROM 9 FT DEER STAND

LEFT CRANIECTOMY FOR EVACUATION OF HYGROMA WITH DR. BOYD.

PATIENT CAME TO ED WITH C/O CLEAR DRAINAGE FROM INCISION.

LEFT SIDE CRANIOTOMY FOR SUBDURAL EMPYEMA WITH DR. TOUSSAINT.

OTHER SIGNIFICANT CONDITIONS - PART II:

SUBDURAL HYGROMA

CORONER CONTACTED? NO

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NA

DATE OF INJURY: NA

TIME OF INJURY: NA

INJURY AT WORK? NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

CERTIFIER NAME AND TITLE: DR. SCOTT B BOYD

LICENSE NUMBER: 18970

CERTIFIER'S ADDRESS: 146 NORTH HOSPITAL DR, SUITE 120, WEST COLUMBIA, SC, 29169

DATE FILED: OCTOBER 03, 2017

DATE OF ISSUANCE: OCTOBER 06, 2017

SPECIAL INSTRUCTIONS:

NA

SC06359386

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine E. Helgel
Catherine E. Helgel
Director and State Registrar

Shae R. Sutton
Shae R. Sutton
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 07/31/2015

STATE OF SOUTH CAROLINA

CERTIFICATION OF VITAL RECORD

2017051463 FILED, RECORDED, INDEXED
10/26/2017 12:06:42:157
REC FEE: \$18.00 ST FEE: \$8.00
CD FEE: \$0.00 Pages: 1
Lexington County R.D.D. Tina Guerry
DEATH CERTIFICATE Bk:Pg 19588:5

DEATH CERTIFICATION

STATE FILE NUMBER : 139-15-018693

DECEDENT'S NAME: *BARBARA JEAN GATES*

SEX: FEMALE

AKA's: NA

SOCIAL SECURITY NUMBER: [REDACTED]

ARMED FORCES: NO

DATE OF BIRTH:

AGE: 77 YEARS

TYPE OF PLACE OF DEATH: DECEDENT'S HOME

COUNTY OF DEATH: LEXINGTON

NAME AND ADDRESS OF PLACE OF DEATH: 186 ZENKER ROAD, LEXINGTON, SC 29072

PLACE OF DISPOSITION: MT HOREB UNITED METHODIST CHURCH CEMETERY

DISPOSITION LOCATION: LEXINGTON, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 186 ZENKER ROAD, LEXINGTON, LEXINGTON COUNTY, SC, 29072

PLACE OF BIRTH: SOUTH CAROLINA

MARITAL STATUS: MARRIED

SURVIVING SPOUSE'S NAME: L HOMER GATES

FATHER'S NAME: JOHN CLIFTON BROWN

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: SUDIE MAE BUSBEE

INFORMANT'S NAME: TRACY GATES

RELATIONSHIP: DAUGHTER-IN-LAW

MAILING ADDRESS: 221 FIRST CREEK ROAD, GASTON, SC, 29053

FUNERAL HOME: BARR-PRICE FUNERAL HOME, 609 NORTHWOOD RD., LEXINGTON, SC, 29072

FUNERAL DIRECTOR: JOHN R. SMITH

LICENSE NUMBER: 1930

EMBALMER'S NAME: AMANDA A MULALLEY

LICENSE NUMBER: 3776

ACTUAL OR PRESUMED DATE OF DEATH: MAY 20, 2015

MANNER OF DEATH: NATURAL

ACTUAL OR PRESUMED TIME OF DEATH: 1530

CAUSE OF DEATH - PART I

COMPLICATIONS DUE TO ISCHEMIC HEART FAILURE

OTHER SIGNIFICANT CONDITIONS - PART II:

NA

CORONER CONTACTED? YES

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NA

DATE OF INJURY: NA

TIME OF INJURY: NA

INJURY AT WORK? NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

CERTIFIER NAME AND TITLE: MD JOSEPH N. GABRIEL

LICENSE NUMBER: 21980

CERTIFIER'S ADDRESS: ONE WELLNESS BLVD, SUITE 200, IRMO, SC, 29063

DATE FILED: MAY 21, 2015

DATE OF ISSUANCE: MAY 22, 2015

SPECIAL INSTRUCTIONS:

NA

SC04484047

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine Templeton
Catherine Templeton
Director and State Registrar

Barbara E. Derrick
Barbara E. Derrick
Assistant State Registrar

This copy is not valid unless prepared on an engraved border displaying the state seal and issuing agency logo.

Revision Date: 09/10/2014





TO: Mayor and Town Council

FROM: David R. Wiman, Utilities Director

SUBJECT: Proposed Updated to Town Ordinances Governing the Cross Connection Control Program

DATE: June 15, 2026

BACKGROUND: The Town's Cross Connection Control Program required updating to meet regulations and update protocols. Similarly, the existing associated ordinances are out of date in part because they include procedural information that changes over time.

ACTIONS REQUESTED:

1. Place an item on the July 6, 2026, Council Agenda to approve the Town's Cross Connection Control Program;
 2. Place an item on the July 6, 2026, Council Agenda to authorize updated language in the following ordinances:
 - a. 50.12(A)(13)(a) and (b)
 - b. 151.06.03 (B)
-

ATTACHMENT A

DRAFT

**CROSS CONNECTION PROGRAM
FOR
TOWN OF LEXINGTON**

BACK FLOW PROCEDURES
(Amended June 15, 2005)

DHEC amended the State Primary Drinking Water Regulations R.61-58.7(F) Cross Connection Control Regulations on April 29, 2005. The Town of Lexington will not amend it's current policy and will continue with policy put into place as described below and adopted by Council, (Town Ordinance § 50.12 (13))

WE CHECK COMPLETE SYSTEM IN 1999

ANY WORK ORDER ISSUED FOR METER SIZE ABOVE A 1", WE REQUIRE THE CUSTOMER TO HAVE A DHEC APPROVED TESTABLE BACKFLOW DEVICE INSTALLED AND TESTED ANUALLY.

IN JUNE OF 2000, DHEC REQUIRED ALL RESIDENTAL LAWN IRRIGATION SYSTEMS BEING INSTALLED TO HAVE AN APPROVED TESTABLE BACKFLOW DEVICE INSTALLED AND TESTED ANNUALLY. AT THAT TIME, WE GENERATED A LETTER AND SUPPLIED ENGINEERING, BUDILDING AND FINANCE WITH COPIES TO GIVE TO CUSTOMERS INSTALLING IRRIGATION SYSTEMS, EXPLAINING THE BACKFLOW REQUIREMENTS. ANY LAWN IRRIGATION SYSTEM INSTALLED BEFORE JUNE OF 2000 OR WAS LESS THAN A 1" METER, THE TOWN GRANDFATHERED INTO THE SYSTEM.

IF PLUMBER OR OWNER APPLIES FOR A BUSINESS LICENSE TO HAVE AN IRRIGATION SYSTEM INSTALLED, THE BUDILDING DEPARTMENT SENDS UTILITIES A COPY OF THE PERMIT SO UTILITIES CAN SEND THE CUSTOMER A LETTER REQUESTING THE BACKFLOW DEVICE BE INSTALLED AND TESTED.

IF UTILITIES INSTALLS A NEW METER WHERE BACKFLOW DEVICES ARE REQUIRED (ANY METER LARGER THAN 1" OR ANY LAWN IRRIGATION SYSTEM) UTILITIES SENDS IN THE BACKFOW DEVICE INFORMATION ON THE WORK ORDER AND THE INFORMATION IS ADDED TO THE MASTER BACKFLOW REPORT.

ANNUALLY HAVE FINANCE PULL A REPORT SHOWING ALL METERS LARGER THAN 1 INCH AND ALL IRRIGATION SYSTEMS ANNUALLY TO MAKE SURE NOTHING HAS SLIPPED THROUGH THE SYSTEM.

ATTACHMENT B

DRAFT



Utilities Department

111 Maiden Lane | Lexington, SC 29072

Cross Connection Control Program

Last updated: March 2026

The Town of Lexington (Town) maintains this Cross Connection Control Program (Program) to protect the public water supply, as well as comply with the Code of Federal Regulations [CFR 29, 1910.141 (b)(2)(ii)], the State Primary Drinking Water regulations [R. 61-58.7 F.-Cross Connection Control], International Plumbing Code guidelines and South Carolina Department of Environmental Services (SCDES) guidelines.

As per R. 61-58.7 F. (1)(a)(i), the overarching purpose of the Program is to locate and eliminate unprotected cross connections.

The Program is approved by Town ordinances: 50.12 (A) (13) and 151.06.03 (B).

1. **High Hazard Cross Connections** – As defined in SCR 61-58.7 (F) (4): any connection to the Town’s potable water system which has or may have any material in the water dangerous to health, or connected to any material dangerous to health, that is or may be handled under pressure, or subject to negative pressure.
 - a. Such a connection requires either an air gap separation or an approved reduced pressure principle backflow prevention assembly with installation in an area not prone to flooding.
2. **Low Hazard Cross Connections** – Any connection to the Town’s potable water system not meeting the ‘High Hazard’ definition.
 - a. Any potable water plumbing inside a structure, dwelling or building must meet internal plumbing codes required to prevent backflow into the Town’s potable water system.
 - i. Any water line tying into the structure plumbing after the service line connection point at the structure, such as a private well or an irrigation system (regardless of size), requires that a double check valve assembly (DCVA) be installed on the customer’s service line just downstream of the water meter.
 - b. Any water line tying into a customer’s potable service line requires that a DCVA be installed on the customer’s service line upstream of the connection point and just downstream of the water meter.
 - i. New DCVA devices shall be tested upon installation and before use by the customer. (See d.ii. below.)

- ii. A pre-existing irrigation line with a DCVA does not need to change the location of the backflow prevention device.
- iii. A previously 'grandfathered' backflow prevention device that is something other than a testable DCVA, will now require compliance with 2.b.
- c. It is the property owner's responsibility to test, repair (if necessary) and replace (if necessary) the DCVA.
 - i. All DCVA devices will be tested annually.
 - ii. DCVA devices shall be tested by certified testers in accordance with state regulations.
- d. All DCVA devices will be tracked in the Town's Program database.
 - i. As a courtesy, the Town will send out reminders to customers approximately thirty (30) days prior to the annual testing due date.
 - ii. Initial Backflow Device Test Reports (test report) must be received within ten (10) days of the annual testing due date or the day it was placed into service if new.
 - 1. Send scanned reports to: mpeterson@lexsc.gov. Hard copies can also be mailed to 111 Maiden Lane. Questions can be directed to Mary Peterson at 803-951-4651.
 - 2. Any DCVA that fails its annual test must be repaired or replaced. The test report documenting the device failure is to be sent to the Town and the DCVA must be retested immediately following repair or replacement.
 - 3. A passing test report must be received for the repaired or replaced DCVA within thirty (30) days from the date of failure.
 - iii. If the test report is not received within ten (10) days of the annual testing due date, a non-compliance notice will be delivered to the residence stating that they have a fourteen (14) day grace period to comply before a discontinuance of water service occurs in the week that follows the grace period.
 - 1. If it is necessary to shut off the water service, the responsible account will be invoiced for the Town's costs associated with enforcing the Program requirements, including, but not limited to: all staff hours, fuel and vehicle use required to notify the customer, shut off the water service and to restore the water service.
 - 2. Service may be restored prior to the fee being paid; however, failure to pay the fee on time will result in the discontinuance of water service and an additional fee.
 - 3. The Town shall not be liable for damages, losses or claims arising from discontinuance of water service.

- iv. All paperwork and associated dates will be tracked in the Town's Program database for a period not less than five years.
- e. Any contractor connecting to the Town's potable water system must have a water meter provided by the Town and adequate backflow prevention. The contractor must also coordinate their intended location(s) of connection.
 - i. If the contractor can demonstrate that the connection to the Town's water system will utilize an air gap, then a meter only will be provided. A deposit equal to the cost of replacing the meter plus 15% will be required.
 - ii. If the contractor cannot demonstrate the use of an air gap to protect the Town's water system, then a DCVA will be required. The Town will provide the meter and DCVA. A deposit equal to the cost replacing the meter and DCVA plus 15% will be required.
 - iii. Failure to utilize adequate backflow protection or properly coordinate with the Town's Utilities Department may result in the loss of the contractor's deposit, the loss of the contractor's business license and/or criminal prosecution.
 - iv. A contractor that utilizes the Town's potable water system outside of this Program, will be:
 - 1. On the first offense, educated on how to comply with the Program and pay a \$500 fee or pay for estimated gallons of water used, whichever is more.
 - 2. On a second offense, pay a \$1,000 fee and face possible prosecution for illegal operation of the Town's potable water system, and suspension of their business license.

ATTACHMENT C

DRAFT

§ 50.12 - WATER DISTRIBUTION SYSTEM MATERIALS AND CONSTRUCTION SPECIFICATIONS. (2001)

- (A) General. These specifications contemplate the complete installation of certain water mains, valves and appurtenances incident to the construction of water main extensions to be connected to the Town of Lexington, South Carolina, Water Works System. Construction details attached hereto are a part of these specifications.
- (1) Pipe shall be installed at the locations shown on the plans and to the position, alignment and grade shown thereon, or in the event of grade conflict, as directed by the engineer.
 - (2) All pipe, special castings and fittings for water distribution shall be furnished in weights, classes, and/or thicknesses in accordance with specifications as outlined herein and in the proposal form.
 - (3) Cast iron pipe, fittings, valves, hydrants, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.
 - (4) Pipe shall be so handled that the coating and lining will not be damaged. If, however, any part of the coating or lining is damaged, the repair shall be made by the contractor at his expense in a manner satisfactory to the engineer.
 - (5) The water main shall be laid and maintained to the required lines and grades with fittings, valves, and hydrants at the required locations; spigots centered in bells; and all valve and hydrant stems plumb.
 - (6) The contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures, both known and unknown may be determined, and he shall be held responsible for the repair of such structures when broken or otherwise damaged.
 - (7) Ledge rock, boulders, and large stones shall be removed to provide a clearance of at least six inches (6") below and on each side of all pipe, valves, and fittings for pipe twenty-four inches (24") in diameter or less, and nine inches (9") for pipes larger than twenty-four inches (24") in diameter. The specified minimum clearances are the minimum clear distances that will be permitted between any part of the pipe and appurtenances being laid and any part, projection, or point of such rock, boulder, or stone.
 - (8) The trench shall be dug so that the pipe can be laid to the alignment and depth required, and it shall be excavated only so far in advance of pipelaying as specified or permitted by the engineer. The trench shall be so braced and drained that the workmen may work in it safely and efficiently. It is essential that the discharge of the trench dewatering pumps be conducted to natural drainage channels, drains, or storm sewers.

(9)

The width of the trench shall be ample to permit the pipe to be laid and joined properly, and the backfill to be placed and compacted as specified. Trenches shall be of such extra width, when required, as will permit the convenient placing of timber supports, sheeting and bracing, and handling of specials. No extra payment will be allowed for this work, the cost which will be included in the contractor's unit bid prices.

- (10) Galvanized steel pipe is not acceptable for usage within the Town of Lexington's water system. On all water distribution mains, ductile iron, class 150, PVC-C900 pipe, Class 150 or 200 (main lines) are acceptable.
- (11) Pressure reducing devices shall be used on the building side of all meters when the static pressure exceeds eighty (80) psi.
- (12) Future connections. Where the probability exists that a main may be extended at some future date, the line shall be ended with a gate valve and at least sixty feet (60') of pipe beyond the valve.
- (13) Backflow.
 - (a) Backflow prevention assemblies meeting SCDHEC and Town requirements shall be installed on all services in a separate pit at the property line.
 - (b) All backfill prevention assemblies shall be tested by certified testers in accordance with SCDHEC requirements.
 - (c) All new assemblies shall be tested upon installation and before use by the customer. The new installer shall contact a certified tester to test the device and forward the test report to the Town. The report must be received by the Town within ten (10) days of starting the water service.
 - (d) All existing assemblies shall be tested a minimum of once annually or more often as determined by the Department of Utilities and the Department of Engineering and Planning.
 - (e) Customers with existing Backflow prevention assemblies will be notified by letter from the Town to have the annual test performed. The customer will be responsible for contacting a certified tester and having the test made within thirty (30) days of notification. The completed report shall be returned to the Town within seven (7) days of the test. All test forms shall be received by the Town within thirty-seven (37) days.
 - (f) If the assembly fails the required tests and cannot be repaired immediately (i.e., repair parts on order) the tester shall return a copy of the test report explaining the test failure to the Town the same day.
 - (g) Customers failing to return completed test reports within the thirty-seven (37) day given period shall be considered in noncompliance. The Town shall send a second notice giving the customer an additional thirty (30) days to have the device tested and the test report turned in. If customer fails to test device after the second notice the Town will send a

certified letter to the customer giving the date the service will be disconnected if the test report is not received by the cut off date. Service will not be restored until such conditions or defects are corrected. The customer shall be responsible for all applicable reconnection fees and charges. The Town shall not be liable for damages, loses, or claims arising from discontinuance of water service.

- (14) Metering. All services are to be metered. Apartment house complexes shall utilize a master meter for the entire complex. On private fire lines, the proper backflow preventors shall be provided at the property line or at the edge of the Town's easement. On all fire mains on unmetered lines, a detector check assembly shall be provided.
 - (15) Service lines are to be installed in a straight line from the main to the meter. All services shall be connected to the main using a tapped coupling or tapping saddle, with a corporation stop. The service line shall be continuous with no joints between the main and the curb stop.
 - (16) Separation between water and sewer mains shall comply with the "Ten State Standards".
- (B) Construction material.
- (1) All materials and products which come into contact with drinking water must be certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61, Drinking Water System Components - Health Effects.
 - (2) "Lead free" pipe, pipe fittings, solder and flux must be used in installation of all water mains. Pipe and pipe fittings containing no more than eight percent (8%) lead are considered "lead free". Solder and flux containing no more than 0.2 percent lead are considered "lead free".
 - (3) Gaskets, O-rings, and other products used for jointing pipes, setting meters or valves, or other appurtenances which will expose the material to water shall not be made of natural rubber or any other material which will support microbiological growth. Lubricants which will support microbiological growth shall not be used for slip-on joints.
 - (4) Water distribution mains four inches (4") and larger shall be ductile iron or C900 PVC, Class 150 or Class 200.
 - (5) Ductile iron pipe. Ductile iron pipe will be designed in accordance with ANSI specification A 21.50 (AWWA C150) of latest revision for a normal working pressure of 150 psi and Laying Condition "2". The pipe shall be manufactured in accordance with ANSI specification A 21.51. (AWWA C151) of latest revision. Joints shall be Bell and Spigot, Push-on (McWane Tyton, American Fastite, or equivalent), or Mechanical; unless otherwise called for on the proposal form. Pipe will be cement-lined and seal-coated in accordance with ANSI specification A 21.4 (AWWA C104) of latest revision. Thickness Class 50 shall not be allowed in the water distribution system.

(6)

§ 151.06.03 - WATER DISTRIBUTION SYSTEM.

- (A) All water piping, fixtures and other equipment shall be constructed and maintained in accordance with state and local regulations.
- (B) The water piping system shall not be connected with not-potable or questionable water supplies and shall be protected against the hazards of backflow or back-siphonage. All plastic pipe must bear the NSF seal of approval.
- (C) The mobile home park water system shall be adequate to provide a minimum of twenty (20) pounds per square inch of pressure at all service buildings and mobile home connections.
- (D) Where drinking fountains are provided for public use, they shall be of a type and in locations approved by the Health Authority.

(Ord. 99-012, § 2 (§ 6-3), passed 5-5-99)

DRAFT

ATTACHMENT D

DRAFT



Requested ordinance updates:

- 50.12(A)(13) Backflow Prevention / Cross Connection Control
 - (a) In keeping with the SC Primary Drinking Water Regulations (R. 61-58.7 F.) the Town maintains a viable cross connection control program that:
 - (1) does not permit the installation or maintaining of any cross connection between the Town's public potable water supply and any other water source except as described within the Program
 - (2) locates and eliminates unprotected cross connections
 - (3) maintains records associated with the Program
 - (b) Any person or entity wishing to connect to the Town's potable water supply, either temporarily or permanently, shall comply with the Town's Cross Connection Control Program.
 - (c) Construction material. (As currently written in part b.)
- 151.06.03 (B) The water piping system shall comply with the Town's Cross Connection Control Program. *All plastic pipe...* (italicized wording already present)

DRAFT



BUSINESS ITEM #4

TO: Mayor and Town Council
FROM: Kathy S. Pharr, Finance Director
SUBJECT: Pilgrim Point Streetlights
DATE: June 15, 2026

BACKGROUND: Historically the Town has paid a portion of the street light bill for Pilgrim Point residents. In accordance with the Town's Residential Street Light Ordinance, the Pilgrim Point Homeowner's Association has requested that the Town again pay a pro rata share of their streetlight bill. A copy of their letter is attached.

There are 48 lots in Pilgrim Point and the Town Ordinance states that the Town would be responsible for one (1) street light per six (6) lots, which equals eight (8) lights. The total requested is \$2,671.76 (27.31 x 8 x 12).

ACTION REQUESTED: Place on the July 6 2026 agenda for Council consideration.

BUDGET AND FINANCE: Funds would come from Transportation budget, account number 100-5-665-520.

January 22, 2026

To: Town of Lexington
Attn: Ms. Rachelle Gleaton
Lexington Town Administrator
111 Maiden Lane
Lexington, SC 29072

From: Kay T. Vinson, Treasurer
Pilgrim Point Homeowner's Association
P.O. Box 2402
Lexington, SC 29071

Re: Street Lighting Rebate

Dear Ms. Gleaton:

This request is respectfully made on behalf of Pilgrim Point Homeowner's Association. In 2009, our Association successfully appealed to the Town Council for financial consideration for street lighting that the Association pays for. The Council agreed to pay a pro-rata share equivalent to the amount that would normally be allowed by the Town for such lighting in the Town of Lexington neighborhoods.

Thank you for your assistance, and if you have any questions, please do not hesitate to call me at (803) 467-3128.

Sincerely,

Kay T Vinson, Treasurer
Pilgrim Point Homeowner's Association

Copy: Max O'Cain, President
Pilgrim Point Homeowner's Association



BUSINESS ITEM #5

TO: Mayor and Town Council
FROM: Kevin Richardson, Assistant Town Administrator
SUBJECT: Discussion of contractual agreement for Information Technology Services
DATE: June 15, 2026

BACKGROUND: Staff is requesting Council consideration and approval of a professional services agreement with Bradshaw Consulting Services (BCS) to provide Geographic Information Systems (GIS) consulting, technical support, data management, application development, and staff training services. The proposed agreement will provide the Town with on-demand GIS expertise to support ongoing operational needs while enhancing internal GIS capabilities through knowledge transfer and staff development. The agreement is structured as a task-based, as-needed service contract with work not to exceed 20-25 hours per month.

A copy of the agreement is in the meeting packet.

ACTION REQUESTED: Place on the July 6, 2026, agenda

BUDGET AND FINANCE: n/a



Statement of Work (SOW)

Project Name: GIS Support

Client: Town of Lexington, Attn: Kevin Richardson

Contractor: Bradshaw Consulting Services, Inc. (BCS)

1. Introduction

Bradshaw Consulting Services, Inc. (BCS) is pleased to offer GIS consulting and support services to the Town of Lexington.

With extensive experience supporting local governments, public safety agencies, and enterprise GIS environments, BCS provides flexible, on-demand expertise to help organizations enhance their GIS capabilities, improve data quality, and build internal capacity.

This proposal outlines a services-based engagement designed to support the Town's GIS needs while enabling staff training and long-term self-sufficiency.

2. Scope of Services

BCS will provide **ongoing GIS consulting, support, and development services**, which may include but are not limited to:

Core Services

- GIS data maintenance and QA/QC (addressing, centerlines, boundaries, etc.)
- Support for ArcGIS Enterprise / Online environments
- Application configuration and light development (web maps, dashboards, tools)
- Data integration and workflow improvements
- NG9-1-1 data readiness and validation support (if applicable)
- General GIS troubleshooting and technical support

Strategic Support & Enablement

- Workflow design and documentation
- Best practice recommendations



- Staff training and knowledge transfer
- Assisting Town staff in transitioning to self-support over time

3. Project Approach

BCS will provide a flexible, task-based services model:

- Most work will be performed remotely
- Initial kickoff and onboarding may be conducted onsite at the Town of Lexington, if desired
- Work will be prioritized collaboratively based on Town needs
- The engagement is designed to:
 - Deliver immediate GIS support
 - Build internal knowledge
 - Transition responsibilities to Town staff over time

4. Schedule & Availability

- Services will be provided on an as-needed basis
- BCS anticipates not to exceed 20 hours per month
- Work scheduling will be coordinated between BCS and Town staff in advance

5. Billing & Payment Terms

- Hourly Rate: \$200/hour
- Monthly Cap: Not to exceed 20 hours per month
- Hours will be billed as consumed
- No work will exceed agreed limits without mutual written approval
- Engagement can be structured as a not-to-exceed hourly pool if the Town prefers.



6. Deliverables

Deliverables will vary based on assigned tasks but may include:

- Updated GIS datasets
- Configured applications or tools
- Documentation and workflow guides
- Training sessions (virtual or in-person)
- Ongoing support summaries (if needed)

7. Responsibilities

Town of Lexington

- Provide access to GIS systems, data, and staff
- Define priorities and review deliverables
- Participate in training and knowledge transfer

BCS

- Deliver services in a timely and professional manner
- Provide recommendations and best practices
- Support staff development and transition readiness

8. Long-Term Goal

A key objective of this engagement is to:

Enable Town of Lexington staff to progressively assume responsibility for GIS operations, supported by structured training, documentation, and hands-on collaboration.

This ensures a sustainable GIS program beyond the consulting engagement.



9. Termination

Either party may terminate this Agreement without penalty by providing thirty (30) days' written notice to the other party.

In the event of termination, the Town of Lexington shall compensate BCS for all services performed and authorized expenses incurred up to the effective date of termination, including any work in progress at the time of notice.

9. Signatures

By signing below, both parties acknowledge and agree to the terms outlined in this Statement of Work.

Client Representative Signature: _____ **Name:** _____
Date: _____

Contractor Representative Signature: _____
Name: Chris Bradshaw **Date:** June 12, 2026

DRAFT



TO: Mayor and Town Council

FROM: Rachelle Gleaton, Town Administrator

SUBJECT: Fiberoptic Cable Franchise Agreement with Windstream/Kinetic

DATE: June 15, 2026

BACKGROUND: It is necessary for the Town to enter into a new franchise agreement with Windstream/Kinetic to expand their ability to work throughout Town. Previously, the Town had a franchise agreement with Alltel (1991) prior to their merger with Windstream. In 2009, a new franchise agreement was entered into by the Town and Windstream but was limited to a certain location.

Attached is a new draft franchise agreement with Windstream/Kinetic for Council review. This agreement is based on the template used for the Ripple Fiber and Lumos Fiber agreements (2024) for consistency.

ACTION REQUESTED: Place on the July 6, 2026 Council agenda for first reading.

BUDGET AND FINANCE: N/A

**AN ORDINANCE OF THE TOWN OF LEXINGTON, SOUTH CAROLINA, GRANTING
Windstream South Carolina, LLC, A NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR USE OF THE PUBLIC RIGHT OF WAY FOR INSTALLING FIBEROPTIC CABLE
FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES**

**BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN
OF LEXINGTON, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED AND BY
THE AUTHORITY THEREOF THAT:**

Section 1 – Non-Exclusive Franchise Granted

The Town of Lexington hereby grants a non-exclusive franchise agreement to Windstream South Carolina, LLC for the purpose of installing, operating and maintaining network facilities for telecommunications services in the public rights of way in the Town of Lexington.

Section 2 - Authority to Prepare and Sign Documentation

The Town staff is authorized to prepare and the Mayor is authorized to sign all documents necessary to carry out the terms of this ordinance, including the attached Non-Exclusive Franchise Agreement and any other documentation deemed necessary to carry out the terms of this ordinance. The attached agreement is hereby incorporated into this ordinance by reference in its entirety.

Section 3 – Authority to Enter into Agreement

This ordinance is enacted pursuant to the Town’s authority granted in S.C. Code §5-7-30, et seq., and §58-9-2230 of the South Carolina Code, as well as §111.17 of the Town of Lexington Code of Ordinances. In the event any terms of this agreement conflict with state or federal law, said state or federal law shall supersede the conflicting terms, and the remaining terms shall remain in full force and effect.

Section 4 - Effective Date

This article shall become effective upon approval by Town Council and signing by the Mayor.

Section 5 - Remaining Portions of Ordinance Unaffected

The balance of the code of ordinances shall remain in full effect.

First Reading Approval: _____
Final Reading Approval: _____
Public Hearing: _____

Mayor: _____
Attest: _____
Municipal Clerk

TOWN OF LEXINGTON, SOUTH CAROLINA
NON-EXCLUSIVE FRANCHISE AGREEMENT
WITH WINDSTREAM SOUTH CAROLINA, LLC.

This Non-Exclusive Franchise Agreement (hereinafter "*Agreement*") is made and entered into as of this ___ day of JUNE, 2026 ("*Effective Date*"), by and between the **TOWN OF LEXINGTON**, a South Carolina municipal corporation (hereinafter "*Town*" or "*Grantor*") and **WINDSTREAM SOUTH CAROLINA, LLC**, a South Carolina corporation, (hereinafter "*Windstream*" or "*Kinetic*" or "*Uniti*" or "*Grantee*"), having its principal office at 2101 Riverfront Dr., Little Rock, AR 72212.

WHEREAS, Grantee is a corporation duly organized and existing under the laws of the State of South Carolina (the "*State*"); and

WHEREAS, Grantee desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the Town for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the Town (the "*Project*"); and

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, and Title 58, Chapter 9, Section 2230 of the South Carolina Code, the Town has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and

WHEREAS, the Town is agreeable to allowing Grantee to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the Town in the future; and

WHEREAS, Grantee has previously obtained for the Project several encroachment permits from the Lexington County Department of Public Works permitting encroachment of certain identified rights-of-way, such encroachment permits as listed in **Exhibit A** (the "*Encroachment Permits*").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Town and Grantee agree as follows:

Section 1. Grant of Authority.

1.1 Subject to the terms of this Agreement, the Town hereby grants to Grantee the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the Town of Lexington. Grantee shall be solely responsible for obtaining any required consents from State agencies, and other county or municipal governments, or from private parties to the extent that its operations affect State, County or private property, or affects their roads, streets or highways or their rights-of-way or easements.

1.2 Grantee acknowledges that this grant of authority is for the benefit of Grantee only, and that Grantee is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of this Agreement.

1.3 Grantee acknowledges that, to the extent allowed by State and federal law, the Town has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the Town. Grantee agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the Town.

1.4 This Agreement is not a grant by the Town of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the Town to use the public streets and public rights-of-way occupied by Grantee for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way, or for any public purpose.

1.5 This Agreement shall be in full force and effect from and after the date of its approval by the Town Council governing body; *provided, however*, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the Town, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

“Affiliate” means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

“Town” means the **Town of Lexington, South Carolina**, and where appropriate to the context, its officers, agents, employees, and volunteers.

“Town Attorney” means the Town Attorney of the Town of Lexington or his/her designee.

“Town Council” means the Town Council of the Town of Lexington.

“Town Engineer” means the Town Engineer or his/her designee.

“Town Manager” means the Town Manager of the Town of Lexington or his/her designee.

“Town Property” means and includes all real property owned by the Town, including all property held in a proprietary capacity by the Town.

“Conduit” means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

“Duct” means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

“Fiber optic or other cable and related facilities” means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by Grantee in the public streets or rights-of-way in the Town used or useful for the transmission of telecommunications services.

“Grantee” or **“Windstream”** or **“Kinetic”** means *Windstream South Carolina, LLC*

“Grantor” means the Town of Lexington.

“Public streets and public rights-of-way” or **“public ways”** include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by or within the Town for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the Town’s right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing telecommunications services.

“Public works project or public improvements” include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the Town.

“Telecommunications facilities” means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by Grantee to provide telecommunications service.

“Telecommunications service” means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty (20) years, commencing on the Effective Date (**“Initial Term”**). Unless either party gives ninety (90) days’ written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional terms of ten (10) years, for a maximum of fifty (50) years (each a **“Renewal Term”**); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days’ written notice prior to the end of a Renewal

Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, Grantee shall be prohibited from further access to the public rights-of-way in the Town.

Section 4. Compliance with Applicable Law. Grantee shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the Town is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All Grantee facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the Town.

5.1 Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the Town, Grantee shall also install its telecommunications facilities underground. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the Town, Grantee shall relocate its facilities underground within a reasonable amount of time after notification by the Town that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the Town, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.2 Grantee shall visibly display its name and contact telephone number on all work vehicles engaged in operations related to the Project. This identification must be clear, legible, and placed on the vehicle for the duration of the Project.

5.3 Grantee shall establish and maintain a local office for the duration of the Project. Grantee shall furnish the Town with contact details of construction managers, which may be disseminated to residents as necessary. Grantee shall maintain on its website a reasonably navigable portal for providing construction feedback. Grantee shall provide a daily notice to the Town stating the names of the rights-of-ways on which Grantee's construction crews will be working that day.

5.4 Grantee shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, *provided, however*, that nothing in this Agreement shall prohibit the Town and Grantee from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices. Grantee and Grantor agree, except in exigent circumstances, to reasonably collaborate prior to the issuance of locate requests so as to reasonably ensure timely compliance with the requirements of Title 58, Chapter 36, of the South Carolina Code.

5.5 In the performance and exercise of its rights and obligations under this Agreement, and unless an Encroachment Permit or additional encroachment permit is in place, Grantee shall

not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or Town Property, without the prior approval of the Town or the applicable owner or other party responsible for such infrastructure. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to Grantee's interference with the facilities or infrastructure of such entity or third party are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.6 Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the Town to perform any public works or public improvements. If any facilities of Grantee interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days' after written notice by the Town (or such other period of time set forth in this Agreement or as may be agreed upon in writing by the Town and Grantee), Grantee shall, at its own expense, protect, alter, remove or relocate facilities, as directed by the Town Manager or Town Engineer. If Grantee fails to so protect, alter, remove, or relocate equipment within such period, the Town may break through, remove, alter, or relocate the facilities of Grantee without any liability to Town, and Grantee shall pay to the Town the costs incurred in connection with such breaking through, removal, alteration, or relocation. Grantee shall also reimburse the Town for or bear any additional cost actually incurred by the Town as a result of Grantee's failure to comply with the Town's request to protect, alter or remove equipment under this Agreement. The Town may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the Town, by bringing action in any court of competent jurisdiction or exercising the Town's rights to draw on bonds or in any other lawful manner, individually or in combination. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the construction, operation, maintenance, repair or removal of such public works or public improvements or other infrastructure are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.7 The Town retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the Town as the Town may determine to be necessary, appropriate, or useful in response to any life- threatening emergency. The Town will endeavor to provide prior notice to Grantee of such emergencies which may impact its telecommunications facilities. If the Town is unable to provide prior notice of the life-threatening emergency as described above, the Town shall be required to notify Grantee within twenty-four (24) hours of the occurrence of such emergency. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to such entity of third party's response to any emergency situation are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.8 The facilities of Grantee shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. Grantee shall construct, maintain, and locate its telecommunications facilities so as not to interfere

with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the Town. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to Grantee's location of telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.9 The Town shall have the right, but not the obligation, to specifically designate the location of the facilities of Grantee with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the Town to designate the location of Grantee's facilities shall not relieve Grantee of its responsibilities in matters of public safety, as provided in this Agreement. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the specific location of Grantee's telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements,

5.10 Except in the cases of emergencies, Grantee shall not move, alter, change, or extend any of its telecommunications facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the Town Manager and permission in writing to do so is granted, or such requirement is waived, by the Town Manager. The Town Manager shall either approve or deny Grantee's request to relocate its facilities within five (5) days of receipt of Grantee's request. Such permission shall not be unreasonably withheld by the Town Manager and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the Town or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by Grantee shall also be coordinated with any Town paving program through the Office of the Town Engineer. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the changed location of Grantee's telecommunications facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.11 Grantee shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications facilities. Grantee shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the disturbance or obstruction of the public streets or rights-of-way under the

ownership or control of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.12 After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, Grantee shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town. Grantee shall be responsible for damage to street pavements, existing utilities, curbs, gutters, and sidewalks due to Grantee's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of Grantee to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the Town and to the reasonable satisfaction of the Town, after sixty (60) days' notice in writing shall have been given by the Town, the Town may cause such necessary repairs to be made and may collect the costs incurred from Grantee. The Town may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the Town, by bringing an action in any court of competent jurisdiction or in any manner allowed by law. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.13 Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any Town Property more than is reasonably necessary to enable it to install or repair its telecommunications facilities, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.14 In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the Town as promptly as possible before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to such unexpected or emergency repair work are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.15 Grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations, and Grantee and/or its contractors shall perform all work in accordance with applicable building codes, and professional industry standards.

(a) Grantee shall at all times keep and maintain its facilities free of all graffiti located thereon. If the Town notifies the Grantee that graffiti is located on the facilities, Grantee

shall remove the graffiti within (30) days of written notice. If Grantee defaults in its obligations hereunder, the Town may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

(b) Grantee shall keep facilities free of debris and anything dangerous and/or noxious which would create a hazard or undue vibration, heat, noise or interference.

5.16 Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public. Grantee and/or its contractors shall perform all work in accordance with applicable building codes, and professional industry standards.

5.17 Grantee shall obtain all required permits from the Town and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. At the request of the Town, Grantee shall furnish detailed plans of the work and other required information. Grantee shall comply with all applicable ordinances and permitting requirements.

5.18 A single permit may be issued by the Town, where Town permits are applicable and required, for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, Grantee shall make a report of each such excavation to the Town within 24 hours. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the Town so as not to unreasonably delay Grantee in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third-party with respect to the permitting requirements of such entity are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

5.19 (a) Promptly after installation, repair or extension of the telecommunications facilities or any portion thereof or any pavement cut by Grantee in any public way of the Town, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Town Manager. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the Town, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Town Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the Town Engineer. Grantee shall maintain, repair, and keep in good condition for a period of one (1) year following such

disturbance all portions of public ways disturbed by Grantee, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the Town, as well as any other applicable authority.

5.20 (a) Grantee shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by Grantee in the installation, operation, maintenance, or extension of Grantee's telecommunications facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by Grantee after thirty (30) days' notice to do so, given by the Town to Grantee, may be removed or corrected by the Town, and the cost thereof shall be charged against Grantee and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to Town water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of Grantee telecommunications facilities shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the Town shall be fully reimbursed by Grantee to the Town. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to obstruction of such entity's public streets or public rights-of-way are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(b) If weather or other conditions do not permit the complete restoration required by this Section, Grantee shall temporarily restore the affected property. Such temporary restoration shall be at Grantee's sole expense and Grantee shall only be required to make reasonable, temporary restorations based on the conditions. Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. The Parties acknowledge that the rights, obligations, and requirements of any other public entity or other third party with respect to the repair, replacement, or restoration of such entity's public streets or public rights-of-way or other infrastructure or facilities are beyond the scope of this Agreement and governed by applicable laws and regulations, and the Town makes no representations with respect to any such rights, obligations, or requirements.

(c) Grantee or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local

laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.21 Except in the case of the Town's gross negligence or intentional or willful misconduct, the Town, its officers, agents, or employees, shall not be liable for any damage to or loss of any of Grantee's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.22 Grantee shall cooperate with the Town in coordinating its construction activities as follows:

(a) Grantee shall provide the Town with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, Grantee shall meet with the Town and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the Town Engineer, to minimize public inconvenience, disruption, or damages. Grantee shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping.

6.1 Grantee shall maintain an accurate map of its telecommunications facilities in the Town. Grantee shall provide the Town with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the Town, to include a digitized map(s) in both printed and electronic form. Grantee shall, upon request, provide updated maps annually of telecommunications facilities in the Town.

6.2 If any of the requested information of Grantee in this Agreement is considered proprietary, confidential or a trade secret, Grantee will notify the Town of this opinion and the Town will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this Agreement, Grantee shall submit the proposed Mapping of its plans for new construction to the Town prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the Town within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical Town benchmark to the extent the physical benchmark is in reasonable proximity to Grantee's new installation. All mapping shall be provided in a format compatible to the Town's present and future mapping systems. Alternatively, Grantee will pay for the cost of making the mapping compatible.

6.3 Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after Grantee provides the Town with its proposed plans for the Telecommunications facilities, the Town may in its reasonable discretion designate certain

locations to be excluded from use by Grantee for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the Town Engineer, do not have electrical service adequate or appropriate for Grantee's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the Town Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The Town Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the Town. In the event such exclusions conflict with reasonable requirements of Grantee, the Town will cooperate in good faith with Grantee to attempt to find suitable alternatives, if available, provided that the Town shall not be required to incur financial costs nor require the Town to acquire new locations for Grantee. Grantee shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate Town policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, Grantee shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A· VII by A.M. Best Co.

7.1 *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that Grantee may meet the policy limit in this section by combination of Grantee's General Commercial Liability Policy and Grantee's Umbrella or Excess Liability Policy.

7.2 *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of Grantee set forth in this Agreement.

7.3 *Workers' Compensation.* Workers' Compensation insurance covering Grantee's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

7.4 *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

7.5 *Pollution Liability Insurance.* Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from

pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

7.6 *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

7.7 Within ten (10) days after execution of this Agreement, Grantee shall provide the Town with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the Town, its officers, agents, and employees as additional insureds. Grantee shall obtain a written obligation on the part of each insurance company to notify Grantee at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from Grantee's insurance company, Grantee will immediately notify the Town of any of the required coverages that are not replaced.

Section 8. Indemnification. Grantee agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Grantee of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees and agents. In addition, Grantee shall protect, indemnify, and hold harmless the Town, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the Town, its officers, employees or agents.

Section 9. Hazardous Substances. In its performance of this Agreement, Grantee shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the Town's acquiescence, Grantee shall indemnify and hold the Town, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this section and agrees to reimburse Town for all costs and expenses incurred by the Town in eliminating or remedying such violations. Grantee also agrees to reimburse the Town and hold the Town, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Grantee's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the Town's premises. For purposes of this Section, the following definitions shall apply:

“Hazardous Substances” means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 690 1, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C, 2601, *et seq.*), as amended.

As used in this Section, “release” includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 10. Fees. In consideration of the grant of authority to utilize the streets and public places of the Town for the provision of Telecommunications Service, and in accordance with applicable law and ordinances, Grantee shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Town. Specifically, Grantee shall pay an annual fee of \$750.00 (seven hundred and fifty dollars) for the use of streets and public places of the Town as described in this Agreement. Grantee shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Town. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers shall be removed or modified in the future, the Town shall have the right to amend this agreement to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted. Grantee will be free to challenge any tax or fee structure not in compliance with applicable law.

Section 11. Termination. This Agreement may be terminated by either party upon fifteen (15) days’ prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within fifteen (15) days of receipt of written notice of default (or, if such default is not curable within fifteen (15) days, if the defaulting party fails to commence such cure within fifteen (15) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

Section 12. General provisions.

12.1 *Authority.* Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal, state and county agencies or

authorities to provide all telecommunications facilities and services it intends to provide within the Town, and upon request by the Town will provide evidence of such authority.

12.2 *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the Town or Grantee may have, at law or in equity, for enforcement of this Agreement.

12.3 *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

12.4 *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

12.5 *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or Town, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

12.6 *Controlling law and venue.* By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the Town, or in State Circuit Court in Lexington County, or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

12.7 *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.8 *Nondiscrimination.* During the performance of this Agreement, Grantee agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin, Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that Grantee is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

12.9 *Notices.* (i) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the Town: Town Administrator
Town of Lexington
111 Maiden Lane
Lexington, South Carolina 29072

With a Copy to: Town Attorney
Town of Lexington
111 Maiden Lane
Lexington, SC 29072
bcunningham@lexsc.com

To the Grantee: Windstream South Carolina, LLC
Attn: Franchise Agreements
4005 N. Rodney Parham Road
Little Rock, AR 72212

With a Copy to: Windstream South Carolina, LLC
Attn: Legal Department - Franchises
2101 Riverfront Dr.
Little Rock, AR 72202

cc: Legal@uniti.com;
Uniti.CONTRACTS.LEGALREVIEW@uniti.com

(ii) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

Signature page to follow.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Windstream South Carolina, LLC
A South Carolina LLC

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF)

The foregoing instrument was executed before me this ____ day of ____ 2026 by
Windstream South Carolina, LLC, a South Carolina LLC.

Notary Public State of South Carolina

Printed Name of Notary:

My Commission Expires:

DRAFT

TOWN OF LEXINGTON
A South Carolina municipal corporation

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

The foregoing instrument was executed before me this ____ day of ____ 2026 by
_____ of the Town of Lexington, SC, a South Carolina municipal corporation

Notary Public State of South Carolina

Printed Name of Notary: _____
My Commission Expires: _____

EXHIBIT A

List of Encroachment Permits

RT

FDH

County Permit

DRAFT