

MUNICIPAL ELECTRIC SERVICE

AGREEMENT

BETWEEN THE

Municipality of
McClellanville

and

South Carolina Electric Gas Company
(Charleston Division)

MUNICIPAL ELECTRIC SERVICE AGREEMENT

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON

THIS AGREEMENT, made and entered Into this 25th, day of May, 1959, by and between the South Carolina Electric and Gas Company, a corporation organized and existing under the laws of the State of South Carolina, hereinafter for itself and its successors and assigns sometimes called "Company", and The Town of McClellanville, a municipal corporation of the State of South Carolina, hereinafter sometimes called the "Municipality", witnesseth;

WHEREAS, on the 25th day of May, 1959, the Council of the Municipality agreed to the terms of this contract and authorized its execution by the Mayor, Counsel, and Clerk and Treasurer', for an initial term of twenty (20) years and continuing thereafter in ten (10) year terms unless cancelled by written notice by either party not less than two (2) years prior to any expiration date, and

WHEREAS, this contract provides for lighting, by means of electricity, the streets, highways, alleys and public places of the Municipality, In the manner and to the extent hereinafter provided and for supplying all other electrical requirements of the Municipality.

NOW, THEREFORE, for and In consideration of the benefits to be received. the payments to be made, and the covenants and agreements herein contained, the same to be well and truly kept and performed, the parties hereto agree with each other, both for themselves and their successors and assigns, as follows, namely:

THE COMPANY WILL:

(1) Furnish, install, operate, and when called upon, expand and maintain all of the street lighting system and service along the streets, highways, alleys and public places of the Municipality, as said System may be hereafter installed and/or changed by order of the Municipality, in accordance with the terms and provisions of this Agreement, All materials furnished shall be of standard quality and kind, and the lamps shall be In conformity with the text of this contract and shall meet the requirement of good street lighting practice.

(2) Properly maintain the Street Lighting System in a that-class condition.

(3) Provide reliable street Lighting service from dusk (one-half (1/2) hour after sunset) to dawn (one-half (1/2) hour before sunrise) each night during the contract period, 01" for such other times, or occasions as may be required as a matter of public safety due to abnormal darkness, the total number of hours per year to equal approximately four thousand (4,000) hours of lighting,

(4) :Make changes in the location of installed lamps and facilities covered by this contract upon written order of the Municipality, provided the Municipality shall pay to the Company the actual coat of labor, material and other costs incurred in making such changes,

(5) Render to The Municipality on or about the first day of each month a bill for the Street Lighting Service furnished hereunder during the preceding month, in accordance with the provisions of this agreement,

(6) Maintain at its own expense a System for repairing 01' renewing the lamps in use, The Company, upon receiving official notice that there is II defective lamp, shall within twenty-four (24) hours put the same in order, or replace the same,

(7) As payment in advance for the next calendar year, pay into the treasury of the Municipality on or before the first day of July each year, beginning with the year 1959 , a sum of money equal to the following percentage applications on the gross sales accruing to the Company from all electric residential and commercial accounts within the corporate limits of the Municipality for the preceding calendar year:

8%	First	\$100,000 of retail electric revenue
2%	Next	\$400,000 of retail electric revenue
1%	All Over	\$500,000 of retail electric revenue

THE MUNICIPALITY WILL:

(8) Take all Street Lighting and other Municipal Electric Service exclusively from the Company during the period covered by this Agreement, and will pay monthly within ten (10) days after receipt, a proper bill from the Company for the preceding month's service In accordance with the amounts provided for in this Agreement, and it does hereby grant to the Company, the right to erect and to install, maintain and operate, in, over, under' and upon the streets, alleys and public ways of the Municipality it's lines of poles, wires, guys, push braces and appurtenant facilities, whether used to render service to the Municipality or not, together with any necessary right of access thereto, for such period as the same are needed by the Company to render electric service to its customers,

(9) Accept the Street Lighting System as it exists on May 25, 1959; and at no time during the life of this Agreement will the Municipality require the Company to operate less than 20 lamps,

(10) Pay to the Company for Street Lighting service at the applicable rate schedule, said rate schedule being attached hereto as "Exhibit A" and made a part of this contract.

(11) Repeal hereby an laws and ordinances in conflict herewith,

AND BOTH PARTIES FUETHER AGREE THAT;

(12) The records of the Company pertaining to the Street Lighting System are to be accepted as full and final proof of such existence, the same being hereinafter referred to as the "Street Lighting System"

(13) Where lighting units of a different type and character than those now included In the Lighting System are desired by the Municipality, a new lamp unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part of this contract,

(14) In this contract the words "relocation" and/or "change in location" mean the moving of lamps or facilities or their appurtenances from their present location to another location whether on the same street or to another street or public place.

(15) Except as otherwise provided in this contract, the Municipality shall have the right at any time to order the installation of new lamps.

(16) The payment of the percentage of gross sales above provided for shall be in lieu of all occupation license, excise and special franchise taxes, and in full of all money demands and charges, except ad valorem taxes on property; and whatever amount, if any, shall at any time be required or enacted for the benefit of the Municipality on any of said accounts or on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentages provided for in paragraph (7).

(17) Should the Municipality itself ever at any time construct, purchase, lease, acquire, own, hold, use or operate an electric lighting or power plant and/or distribution system, then and in that event the payment of the percentage of gross sales herein provided to be paid by the South Carolina Electric & Gas Company, its successors and assigns, shall abate, cease, and be no longer due, and shall forever thereafter be uncollectible.

(18) Throughout the life of this agreement, the Company will supply to the Municipality, and the Municipality agrees that it will purchase from the Company, all electric energy required by the Municipality for its own use for miscellaneous lighting and power service, including traffic signal lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the Municipality, and for all other uses, All such electric energy shall be metered by standard meters to be owned, furnished and maintained by the Company. All wires, fixtures, lamps and appliances used In said buildings shall be installed, owned, maintained, and operated by the Municipality at its own cost and expense,

(19) The Company shall charge and the Municipality shall pay to the Company monthly for all electric energy furnished by the Company for miscellaneous light and power service under this agreement in accordance with the applicable rate schedule which is attached hereto as "Exhibit B" and made a part of this contract.

(20) None of the electric energy furnished hereunder shall be sold or disposed of by the Municipality to others without the express written consent of the Company.

(21) The Power hereunder is not guaranteed to be free from minor interruption or from major outages beyond the control of the Company, and the Municipality will save and hold the Company blameless therefrom.

(22) The work of erecting poles and all other work upon the streets and public places of said Municipality shall be done under the general supervision of the :Mayor and Council (or other legally constituted governing body) of said Municipality, and that all sidewalks or street pavements or street surface which may be displaced by reason of such work shall be properly replaced and relaid by the South Carolina Electric & Gas Company, its successors and assigns, to the reasonable requirements of the :Mayor and Council (or other legally constituted governing body) of said Municipality.

(23) This agreement is an entire contract, each stipulation thereto being a part of the consideration for other other, and the terms, covenants and conditions thereof insure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

(24) The Municipality shall have access at all reasonable times to all maps records and rates relating to the Street Lighting System in the Municipality.

(25) It is understood and agreed that this contract and the rates delineated in "Exhibit A" and "Exhibit B" and all service rendered hereunder are subject to the Rules and Regulations of the Public Service Commission of South Carolina. and the present Terms and Conditions of Service of the Company filed with the said Public Service Commission, as the same now exist, or as they, or any of

them, may be hereafter amended, modified, changed or annulled in accordance with the laws and regulations thereto pertaining.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate originals by their proper officers thereunto duly authorized, all as is hereunder indicated, on the day and year first above written,

Exhibit "A"	Rate 16	Overhead Municipal Street Lighting
Exhibit "B"	Rate 3	Miscellaneous Municipal Light and Power Service

(These rates vary over the years – current rates can be obtained from Town Hall.

Signatures

An ordinance to amend the agreement dated the 18th day of June 1959 granting to South Carolina Electric & Gas Company or any of its wholly owned subsidiaries and assigns a franchise with the right of power and authority to erect, install, maintain and operate in, over, under, and upon the streets, alleys and public places of the Municipality its electric lines of poles, wires, guys, push braces, and appurtenant facilities whether used to render service to the Municipality or not, together with any necessary right of access thereto, for such period as the same are needed by the Company to render electric service to its customers in the Municipality of McClellanville South Carolina. Also to set the amount of license or occupation tax to be paid by South Carolina Electric & Gas Company to the Municipality of McClellanville, South Carolina.

Be it ordained by the mayor and council of the municipality of McClellanville, South Carolina in council assembled:

Section 1

That wherever the word "Company" appears in this Ordinance, it is hereby to designate, and shall be held to refer to the South Carolina Electric & Gas Company, a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its successors and assigns.

Section 2

That the Municipal Electric Service Agreement (Franchise) dated the 18th day of June, 1959 is hereby adopted in its entirety as part of this Ordinance and is further amended as follows:

The second paragraph of Sheet one of four sheets shall read:

"\WHEREAS, on the 18th day of June 19 59 the Council of the Municipality agreed to the terms of this contract and authorized its execution by the Mayor, Council, and Clerk or Treasurer, for an initial term of twenty (20) years and continuing thereafter in ten (10) year terms unless cancelled by written notice by either party not less than two (2) years prior to any expiration date, the Company shall notify the Municipality of the expiration date of any term at least three (3) years prior to such date, and,

Article (7) on Sheet two of four sheets shall read:

“(7) As a payment in advance for the total license fee for the next calendar year, pay into the Treasury of the Municipality on or before the first day of July of each year, beginning with the year 1979, a sum of money equal to the following application of the gross sales accruing to the Company from all electric accounts, excluding industrial and municipal, within the corporate limits of the Municipality for the preceding calendar year:

3% of the total electric revenues (excluding industrial and municipal)

Signatures

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AMENDMENT TO MUNICIPAL ELECTRIC SERVICE AGREEMENT

Amendment to Municipal Electric Service Agreement executed this 26th day of September, 2002, by and between the Town of McClellanville (Town) and South Carolina Electric & Gas Company (SCE&G).

WHEREAS, the Town and SCE&G did, on June 8, 1959, enter into a Municipal Electric Service Agreement; and

WHEREAS, by Ordinance ratified by the Town on July 16, 1979, the Municipal Electric Service Agreement was amended; and

WHEREAS, the Town and SCE&G now wish to further amend the Municipal Electric Service Agreement.

NOW, THEREFORE, for and in consideration of the sum of One and NO/100 (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, it is agreed, by and between the parties, as follow:

1. Sheet one of four sheets of the Municipal Electric Service Agreement dated June 18, 1959, between the Town and SCE&G us amended by deleting the second paragraph thereof, which paragraph is the first paragraph on said sheet starting with the word "WHEREAS".

2. Sheet two of four sheets of the Municipal Electric Service Agreement is amended by deleting paragraph (7) and substituting in its place and stead a new paragraph (7) as follows:

(7) As a payment in advance for the total license fee for the next calendar year, pay into the treasury of the municipality on or before the first day of July of each year, beginning with the year 2002 a sum of money equal to the following applications of the gross sales accruing to the Company from all electric accounts, excluding industrial and municipal, within the corporate limits of the Municipality for the preceding calendar year: 3% of the total electric revenues (excluding industrial and municipal).

3. Sheet four of four sheets of the Municipal Electric Service Agreement is amended by adding a paragraph numbered (26), to read as follows:

(26) This Agreement shall expire on May 31, 2005 provided that written notice of intent to cancel is delivered by the party intending to cancel to the other party on or before May 31, 2004. In the event this agreement is not cancelled as of May 31, 2005, it shall continue on a year-to-year basis thereafter until such time as an intent to cancel is delivered by the party intending to cancel the other party, which notice must be delivered at least nine (9) months prior to the proposed date of cancellation.

In witness whereof, the parties have set their seals this day and year as aforewritten.

Signatures