

Town of Pine Ridge

2757 Fish Hatchery Road
West Columbia, SC 29172
Telephone (803) 755-2500
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Special Council Meeting April 16, 2019 AGENDA

Town Council Work Session

6:30 P.M. – 6:45 P.M. Public Hearing: Ordinance 2019-24 Zoning/Land Development Moratorium for a 90-day period on approvals relating to the pending revision of the Zoning and Land Development Ordinance

6:45 P.M. - Town Council Meeting

Call to Order & *Invocation*

Freedom of Information Act Compliance

New Business

1. Adjourn to Executive Session:
 - a) Receipt of legal advice and discussion of negotiations incident to proposed franchise arrangements for SCE&G and Mid-Carolina Cooperative Inc. (SC Law 30-4-70 (a)(2))
2. Reconvene to Regular Session
3. Possible Actions by Council in follow up to Executive Session
4. Ordinance 2019-24 Zoning/Land Development Moratorium for a 90-day period on approvals relating to the pending revision of the Zoning and Land Development Ordinance – 1st reading

Citizen's Comment Time

ADJOURN

**AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN
MID-CAROLINA ELECTRIC COOPERATIVE, INC. AND SOUTH CAROLINA
ELECTRIC & GAS COMPANY**

This Electric Service Rights Agreement is entered into this 9th day of October, 2018, by and between South Carolina Electric & Gas Company (“SCE&G”), Mid-Carolina Electric Cooperative, Inc. (“Mid-Carolina”), and the Town of Pine Ridge (“Town”) (collectively, “Parties”).

WHEREAS, SCE&G has an electric franchise ordinance with the Town, which became effective on September 7, 1999, and was amended by Ordinance 2011-03; and

WHEREAS, SCE&G has a natural gas franchise ordinance with the Town, which became effective on September 7, 1999, and was amended by Ordinance 2012-01; and

WHEREAS, Mid-Carolina does not have an electric franchise agreement with the Town, but has a limited presence within the Town limits; and

WHEREAS, the Town desires to avoid electric service rights disputes between Mid-Carolina and SCE&G within the Town limits; and

WHEREAS, Mid-Carolina and SCE&G have engaged in a detailed infrastructure and parcel mapping exercise within the Town in an effort to allow both companies to have more certainty in planning to provide electric service and to allow both companies to provide electric service more efficiently and effectively; and

WHEREAS, as agreed to by the Parties, the attached Exhibit A is a map of the Town of Pine Ridge with the parcels for which Mid-Carolina is to have electric service rights shaded in green and the parcels for which SCE&G is to have electric service rights shaded in red;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Mid-Carolina and SCE&G shall enter into Franchise Agreements with the Town on January 31, 2019 or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each be for a specified term of at least thirty (30) years, shall each expire on the same date certain, and shall each omit any provisions allowing for amendment of the term of the Franchise Agreement. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining

compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

2. The Parties agree that Exhibit A is a reasonable assignment of the electric service rights to the parcels located within the Town limits and resolves any current and future disputes regarding electric service rights to the parcels. As such, the Franchise Agreements entered into pursuant to Paragraph 1 shall each reference and include as an attachment Exhibit A attached hereto. The Franchise Agreement between SCE&G and the Town shall provide that SCE&G has electric service rights to the parcels shaded in red on the attached Exhibit A. The Franchise Agreement between Mid-Carolina and the Town shall provide that Mid-Carolina has electric service rights to the parcels shaded in green on the attached Exhibit A. The Franchise Agreements entered into pursuant to Paragraph 1 need not and shall not include any language indicating the possibility of electric service rights disputes.
3. Upon acceptance by Town Council of both the Franchise Agreement between Mid-Carolina and the Town and the Franchise Agreement between SCE&G and the Town, SCE&G shall have electric service rights to the parcels shaded in red on the attached Exhibit A, and Mid-Carolina shall have electric service rights to the parcels shaded in green on the attached Exhibit A. Except as specifically provided in Paragraphs 4, 5, and 6 herein, the service rights designation in the attached Exhibit A shall be the sole determining factor as to whether Mid-Carolina or SCE&G has the right to serve a building or structure within a particular parcel.
4. The Parties further agree that Mid-Carolina may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to SCE&G; and SCE&G may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Mid-Carolina. After any building or structure that is being served by Mid-Carolina or SCE&G pursuant to the terms of this Paragraph 4 is removed, torn down, razed to the ground, or demolished, the service rights designation in the attached Exhibit A shall be the sole determining factor as to whether Mid-Carolina or SCE&G has the right to provide electric service to any future replacement building or structure within that parcel. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.

5. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on a green parcel of the attached Exhibit A and part of the building or structure resides on a red parcel of the attached Exhibit A, the customer, in its sole discretion, may choose whether Mid-Carolina or SCE&G provides electric service to such new building or structure. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
6. The Parties further agree that, upon any future annexation by the Town, Mid-Carolina shall continue to provide electric service to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall continue to provide electric service to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
7. The electric service rights delineated in Exhibit A are in compliance with applicable state law.
8. This Electric Service Rights Agreement will not be amended without the express written consent of all Parties.
9. If the Town Council does not approve both Franchise Agreements entered into pursuant to Paragraph 1, this Electric Service Rights Agreement shall be considered terminated, null and void. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
10. The Parties agree that the Franchise Agreement that SCE&G enters into pursuant to Paragraph 1 will be a combination electric and gas Franchise Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Electric Service Rights Agreement to be executed on the date first written above.

[SIGNATURE PAGE FOLLOWING]

TOWN OF PINE RIDGE

Robert M. Wells, Jr., Mayor

Date

SOUTH CAROLINA ELECTRIC & GAS COMPANY

W. Keller Kissam, President & Chief Operating Officer

Date

MID-CAROLINA COOPERATIVE, INC.

B. Robert Paulling, Chief Executive Officer

Date

AMENDMENT ONE TO AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN MID-CAROLINA ELECTRIC COOPERATIVE, INC. AND SOUTH CAROLINA ELECTRIC & GAS COMPANY

This Amendment One to that certain Electric Service Rights Agreement, dated September 19, 2018, is entered into this 12th day of February, 2019, by and between South Carolina Electric & Gas Company (“SCE&G”), Mid-Carolina Electric Cooperative, Inc. (“Mid-Carolina”), and the Town of Pine Ridge (“Town”) (collectively, “Parties”).

WHEREAS, SCE&G, Mid-Carolina, and the Town are Parties to a certain Electric Service Rights Agreement, dated October 9, 2018; and

WHEREAS, Paragraph 1 of the Electric Service Rights Agreement provides, among other things, that “Mid-Carolina and SCE&G shall enter into Franchise Agreements with the Town on January 31, 2019, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day”; and

WHEREAS, the Parties desire to amend Paragraph 1 to change “January 31, 2019” to “April 10, 2019”;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Paragraph 1 of that certain Electric Service Rights Agreement, dated October 9, 2018, is hereby amended to read as follows:

Mid-Carolina and SCE&G shall enter into Franchise Agreements with the Town on or before April 10, 2019, or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each have the same specified term and shall each expire on the same date certain, and any provisions allowing for amendment of the term of the Franchise Agreement shall provide that such amendment, if any, shall apply to each of the Franchise Agreements in the same manner. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

2. No other terms of that certain Electric Service Rights Agreement, dated October 9, 2018, are hereby amended.
3. This Amendment One will not be amended without the express written consent of all Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Amendment One to be executed on the date first written above.

[SIGNATURE PAGE FOLLOWING]

TOWN OF PINE RIDGE

Robert M Wells, Jr, Mayor

Date

SOUTH CAROLINA ELECTRIC & GAS COMPANY

W. Keller Kissam, President – Electric Operations,
Southeast Energy Group

Date

MID-CAROLINA COOPERATIVE, INC.

B. Robert Paulling, Chief Executive Officer

Date

ORDINANCE 2018-11

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| STATE OF SOUTH CAROLINA |) | AMENDING ORDINANCE ADOPTING AN |
| |) | ELECTRIC & GAS FRANCHISE AGREEMENT |
| COUNTY OF LEXINGTON |) | WITH SOUTH CAROLINA ELECTRIC & |
| |) | GAS COMPANY |
| TOWN OF PINE RIDGE |) | |

ORDINANCE ("FRANCHISE ORDINANCE" OR "AGREEMENT") TO GRANT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE TOWN: (1) ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES; (2) GAS MAINS, PIPES AND SERVICES AND OTHER APPURTENANT FACILITIES; AND (3) COMMUNICATION LINES AND FACILITIES FOR ANY PURPOSE AND ANY USE BY THE COMPANY OR ANY DESIGNEE, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COMPANY TO RENDER SERVICE TO ITS CUSTOMERS IN THE TOWN OF PINE RIDGE, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY SOUTH CAROLINA ELECTRIC & GAS COMPANY TO THE TOWN; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY OR GAS USING SCE&G'S ELECTRIC OR GAS SYSTEMS; TO ALLOW FOR THE ESTABLISHMENT OF A FUND AND UNDERGROUND UTILITY DISTRICTS FOR ELECTRIC NON-STANDARD SERVICE; BE IT ORDAINED BY THE MAYOR AND COUNCIL OF PINE RIDGE IN TOWN COUNCIL ASSEMBLED:

Section 1

Wherever the word "Company" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to 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

The non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate on, along, across, in, over, above, upon and under the streets, alleys, bridges, rights-of-way and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and other appurtenant facilities; (2) gas mains, pipes and services and other appurtenant facilities; and (3) communication lines and facilities for any purpose and any use by the Company or any designee, with any necessary right of access

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| COUNTY OF LEXINGTON |) WITH SOUTH CAROLINA ELECTRIC & |
| |) GAS COMPANY |
| TOWN OF PINE RIDGE |) |

Section 7

The Company may supply any form of gas containing approximately one thousand (1,000) BTUs per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to obtain an adequate supply of such gas satisfactory for service hereunder, provided however, that in the receipt of such gas, customers within the Town, including the Town, shall enjoy rights equal to other similarly situated customers served by the Company.

Section 8

The Town and the Company agree that:

A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric and gas rules and regulations, as adopted by the Public Service Commission of South Carolina.

B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the Town, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.

D. Except as otherwise provided herein, the Town shall have the right at any time to order the installation of new fixtures and poles in new areas of the Town.

E. The Town shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the Town.

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| COUNTY OF LEXINGTON |) | ELECTRIC & GAS FRANCHISE AGREEMENT |
| |) | WITH SOUTH CAROLINA ELECTRIC & |
| TOWN OF PINE RIDGE |) | GAS COMPANY |

Section 9

All work upon the streets and public places of the Town shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the Town, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the Town.

Section 10

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric & gas service in the Town.

Section 11

A. As payment for the right to provide electric and gas services, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the Town, on the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity and gas in the municipality and all wheeling or transportation service to such customers within the corporate limits of the Town, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the Town must both (1) amend this Franchise

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| COUNTY OF LEXINGTON |) WITH SOUTH CAROLINA ELECTRIC & |
| |) GAS COMPANY |
| TOWN OF PINE RIDGE |) |

Section 12

The Town and Company further agree that:

A. In addition to the requirements above, the Town may require the Company to convert overhead distribution and service lines to underground lines or other non-standard service to existing customers ("Non-Standard Service"), including the use of special equipment or facilities or the use of special landscaping or screening of facilities, within the municipal limits of Town, to the extent that the cost of such Non-Standard Service can be defrayed by the Non-Standard Service Fund provided for in this Section. The costs of Non-Standard Service are defined as those costs which exceed the costs of standard service. Underground distribution and/or service wires to new customers, whether residential or commercial, shall not be included in the definition of Non-Standard Service for the purposes of this Section.

B. The Non-Standard Service Fund (hereinafter, the "Fund") shall be established pursuant to the terms of this Ordinance and shall be used to defray the costs of Non-Standard Service.

C. Each year the Company shall designate to the Fund an amount equivalent to fifty basis points (0.50%) applied to the Company's gross revenue from electric service utilized in Section 11, that being the same amount of electric revenue that is used in computing its municipal franchise fee payment for that year. (The "Company Match" to the Fund.) This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one to one basis with the Town matching funds as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match

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| COUNTY OF LEXINGTON |) | WITH SOUTH CAROLINA ELECTRIC & |
| |) | GAS COMPANY |
| TOWN OF PINE RIDGE |) | |

I. The Town shall use best efforts to acquire all necessary right-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove overhead facilities and the Town shall remove and require other utilities and third parties, if any, to remove their facilities from the Company's poles and shall require property owners to connect to the underground facilities.

Section 13

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

Section 14

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the Town and on the same date that the Franchise Ordinance for Mid-Carolina Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the Town and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date. Upon acceptance by the Company in writing, this Franchise Ordinance supersedes and replaces the Electric Franchise Ordinance, which became effective on September 7, 1999, and was amended by Ordinance 2011-03 which became effective on May 17, 2011, and the Natural Gas Franchise Ordinance which became effective on September 7, 1999, which was amended by Ordinance 2012-01 which became effective on January 24, 2012.

ORDINANCE 2018-11

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)
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 TOWN OF PINE RIDGE)
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**AMENDING ORDINANCE ADOPTING AN
 ELECTRIC & GAS FRANCHISE AGREEMENT
 WITH SOUTH CAROLINA ELECTRIC &
 GAS COMPANY**

Section 15

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF PINE RIDGE, SOUTH CAROLINA ON THIS ___ DAY OF _____, 20__.

Public hearing: November 13, 2018
 First reading: November 13, 2018
 Second reading: _____

 Robert M. Wells, Jr., Mayor

ATTEST: _____
 Viki M. Miller, Town Administrator

ACCEPTANCE of the franchises granted by the within Ordinance acknowledged by SOUTH CAROLINA ELECTRIC & GAS COMPANY, THIS _____ DAY OF _____, 20__.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

 W. Keller Kissam, President
 President & Chief Operating Officer

ATTEST:

 Gina S. Champion,
 Its Corporate Secretary

ORDINANCE 2018-12

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| STATE OF SOUTH CAROLINA |) | AMENDING ORDINANCE ADOPTING AN |
| |) | ELECTRIC & GAS FRANCHISE AGREEMENT |
| COUNTY OF LEXINGTON |) | WITH MID-CAROLINA ELECTRIC |
| |) | COOPERATIVE, INC. |
| TOWN OF PINE RIDGE |) | |

service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Cooperative. After any building or structure that is being served by SCE&G or the Cooperative pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether SCE&G or the Cooperative has the right to provide electric service to any future replacement building or structure within that parcel.

- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Cooperative or SCE&G provides electric service to such new building or structure.
- C. Upon any future annexation by the Town, the Cooperative shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and SCE&G shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the Town Council does not approve this Franchise Agreement and the franchise agreement with SCE&G pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

Section 5

The Cooperative shall:

- A. Construct and extend its electric system within the present and/or extended Town limits and have the right to connect new services in the parcels shaded in green on Exhibit A and in newly annexed

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| COUNTY OF LEXINGTON |) | WITH MID-CAROLINA ELECTRIC |
| |) | COOPERATIVE, INC. |
| TOWN OF PINE RIDGE |) | |

D. Pay the Cooperative for street lighting service at the rate schedule approved by the Cooperative's Board of Trustees applicable to that lighting fixture and pole, including underground rates. If no applicable rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

E. Notify the Cooperative in writing of areas annexed into the Town, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the Town shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

F. Upon annexation, pay to the Cooperative for street lighting service to customers subject to the annexation at the rate schedule approved by the Cooperative's Board of Trustees applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

Section 7

The Town and the Cooperative agree that:

A. All work performed within the municipal limits by the Cooperative or its contractors shall be in accordance with the National Electric Safety Code and applicable electric rules and regulations.

B. The records of the Cooperative pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."

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| STATE OF SOUTH CAROLINA |) | AMENDING ORDINANCE ADOPTING AN |
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| COUNTY OF LEXINGTON |) | WITH MID-CAROLINA ELECTRIC |
| |) | COOPERATIVE, INC. |
| TOWN OF PINE RIDGE |) | |

I. The electric energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Cooperative.

Section 8

All work upon the streets and public places of the Town shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the Town, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relaid by the Cooperative, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the Town.

Section 9

The Cooperative shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable Service Rules and Regulations of the Cooperative as approved by the Cooperative's Board of Trustees applicable to electric service in the Town.

Section 10

A. As payment for the right to provide electric service, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Cooperative shall pre-pay into the Treasury of the Town, on or before the first business day of July each year, beginning with the year 2019, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Cooperative during the preceding calendar year from all residential and commercial sales of electricity within the corporate limits of the Town, not including sales made under legally authorized special sales programs which allow the Cooperative to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the Town must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Cooperative written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are

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| COUNTY OF LEXINGTON |) | WITH MID-CAROLINA ELECTRIC |
| |) | COOPERATIVE, INC. |
| TOWN OF PINE RIDGE |) | |

ACCEPTANCE of the franchises granted by this Ordinance is acknowledged by MID-CAROLINA ELECTRIC COOPERATIVE, INC., THIS ____ DAY OF _____, 20__.

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

(originally signed by) _____
B. Robert Paulling
President & Chief Executive Officer

ATTEST: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
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TOWN OF PINE RIDGE)

ORDINANCE 2019-24

WHEREAS, the Mayor and Town Council believe that a moratorium will not deny property owners economically viable use of their property and will afford Town officials and the Town Council the time necessary to put into place reasonable regulations to further the aforesaid purposes.

NOW THEREFORE, BE IT ORDERED AND ORDAINED by the Town of Pine Ridge, South Carolina, in Council duly assembled and by the authority thereof, that:

**SECTION I.
FINDINGS OF FACT**

The Town of Pine Ridge, South Carolina, is in process of updating its zoning and land development ordinance. It is necessary and in the public interest to delay, for a reasonable period, applications for, sign permits and zoning decisions during such period of preparation to ensure future activity related thereto is consistent with the long-term planning objectives of the Town.

**SECTION II.
IMPOSITION OF MORATORIUM**

1. A moratorium shall be enacted upon the application for, or the issuance of, rezoning, variances, land disturbance permits, land use permits, land development permits, sign permits, administrative permits, and any and all other permits or licenses dependent upon, or related to the zoning of land within the territorial limits of the Town effective upon adoption of this ordinance to allow for the consideration and adoption of zoning and land development ordinances.

2. During the period of the moratorium, no applications for rezoning, variances, or for land use permits, administrative permits, land disturbance permits, land development permits, sign permits or other such permits relating to the development or use of land shall be accepted, nor any such permits be issued.

3. The moratorium shall begin after second reading of Ordinance 2019-24, and shall end at midnight July 15, 2019, unless sooner terminated by action of Mayor and Town Council.
 - a. It is hereby declared to be the intention of the Mayor and Town Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and Town Council to be fully valid, enforceable and constitutional.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
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TOWN OF PINE RIDGE)

ORDINANCE 2019-24

- b. It is hereby declared to be the intention of the Mayor and Town Council that, to the greatest extent allowed by law, each section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Town Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

- c. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Town Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

- d. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.

4. Ordinance 2019-24 and moratorium shall become effective upon its adoption.

DULY ADOPTED THIS 25th day of April, 2019 under the corporate seal of the Town of Pine Ridge.

Public Hearing: April 16, 2019
First Reading: April 16, 2019
Second Reading: April 25, 2019

Mayor Robert M. Wells, Jr.

Mayor Pro-tem Daniel D. Davis

Councilmember Floyd W. Dinkins III

Councilmember Beth S. Sturkie

Councilmember Scott N. Simms