

STATE OF SOUTH CAROLINA }  
TOWN OF BLYTHEWOOD }

ORDINANCE NO. 2019.009

**AN ORDINANCE APPROVING THE AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN FAIRFIELD ELECTRIC COOPERATIVE, INC. AND SOUTH CAROLINA ELECTRIC & GAS COMPANY (NOW DOMINION ENERGY SOUTH CAROLINA, INC.)**

**WHEREAS**, Fairfield Electric Cooperative, Inc. and South Carolina Electric & Gas Company (now Dominion Energy South Carolina, Inc.) have developed a plan for delivery of electric service within the municipal limits of the Town of Blythewood which Agreement is attached hereto and made a part hereof by reference and shown as Exhibit A; and,

**WHEREAS**, it appears desirable and in the best interests of the citizens of Blythewood that the subject Agreement be approved by the Town Council.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Town Council of the Town of Blythewood in Council duly assembled, this 22 day of July, 2019, that:

**SECTION 1. AGREEMENT APPROVED.**

The Agreement Concerning Electric Service Rights Between Fairfield Electric Cooperative, Inc. and South Carolina Electric & Gas Company (now Dominion Energy South Carolina, Inc.) as set forth in Exhibit A is hereby approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the Town.

**SECTION 2. Effective Date.**

This Ordinance shall be effective as of the date of second reading.

K. Rene Cook  
ATTEST: TOWN ADMINISTRATOR

[Signature]  
MAYOR  
8/26/2019

APPROVED AS TO FORM:

James Mazzy  
TOWN ATTORNEY

June 28, 2019  
FIRST READING

July 22, 2019  
SECOND READING

**EXHIBIT A**

**ORDINANCE 2019.009**

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

**AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS AMONG  
FAIRFIELD ELECTRIC COOPERATIVE, INC. AND DOMINION ENERGY SOUTH  
CAROLINA, INC.**

This Electric Service Rights Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among Dominion Energy South Carolina, Inc. (“DESC”), Fairfield Electric Cooperative, Inc. (“Fairfield Electric”), and the Town of Blythewood (“Town”) (collectively, “Parties”).

WHEREAS, DESC, formerly South Carolina Electric & Gas Company, has a combination electric and natural gas franchise agreement with the Town, which became effective on October 4, 2001; and

WHEREAS, Fairfield Electric has an electric franchise agreement with the Town, which became effective on July 30, 2001; and

WHEREAS, the Town desires to avoid electric service rights disputes between Fairfield Electric and DESC within the Town limits; and

WHEREAS, Fairfield Electric and DESC 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 Blythewood with the parcels for which Fairfield Electric is to have electric service rights shaded in green and the parcels for which DESC 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. Fairfield Electric and DESC shall enter into Franchise Agreements with the Town on August 1, 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 DESC and the Town shall provide that DESC has electric service rights to the parcels shaded in red on the attached Exhibit A. The Franchise Agreement between Fairfield Electric and the Town shall provide that Fairfield Electric 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 Fairfield Electric and the Town and the Franchise Agreement between DESC and the Town, DESC shall have electric service rights to the parcels shaded in red on the attached Exhibit A, and Fairfield Electric 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 Fairfield Electric or DESC has the right to serve a building or structure within a particular parcel.
4. The Parties further agree that Fairfield Electric 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 DESC; and DESC 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 Fairfield Electric. After any building or structure that is being served by Fairfield Electric or DESC 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 Fairfield Electric or DESC 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 Fairfield Electric or DESC 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, Fairfield Electric 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 DESC 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 DESC 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 BLYTHEWOOD**

  
\_\_\_\_\_  
J. Michael Ross, Mayor

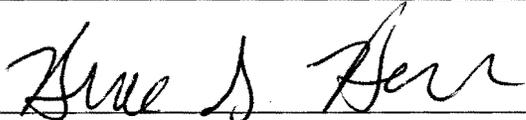
8/26/2019  
\_\_\_\_\_  
Date

**DOMINION ENERGY SOUTH CAROLINA, INC.**

\_\_\_\_\_  
W. Keller Kissam, President-Electric Operations

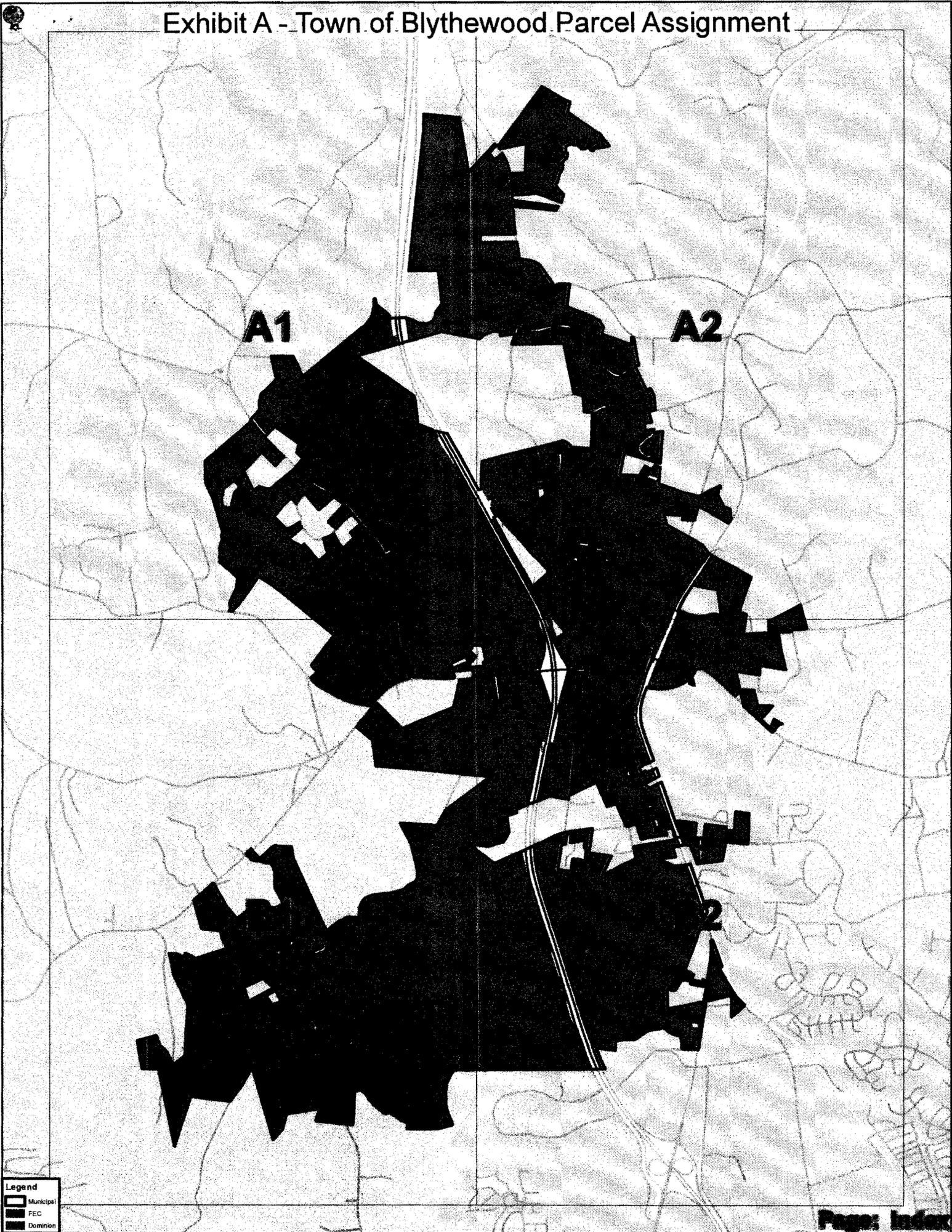
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Date

**FAIRFIELD ELECTRIC COOPERATIVE, INC.**

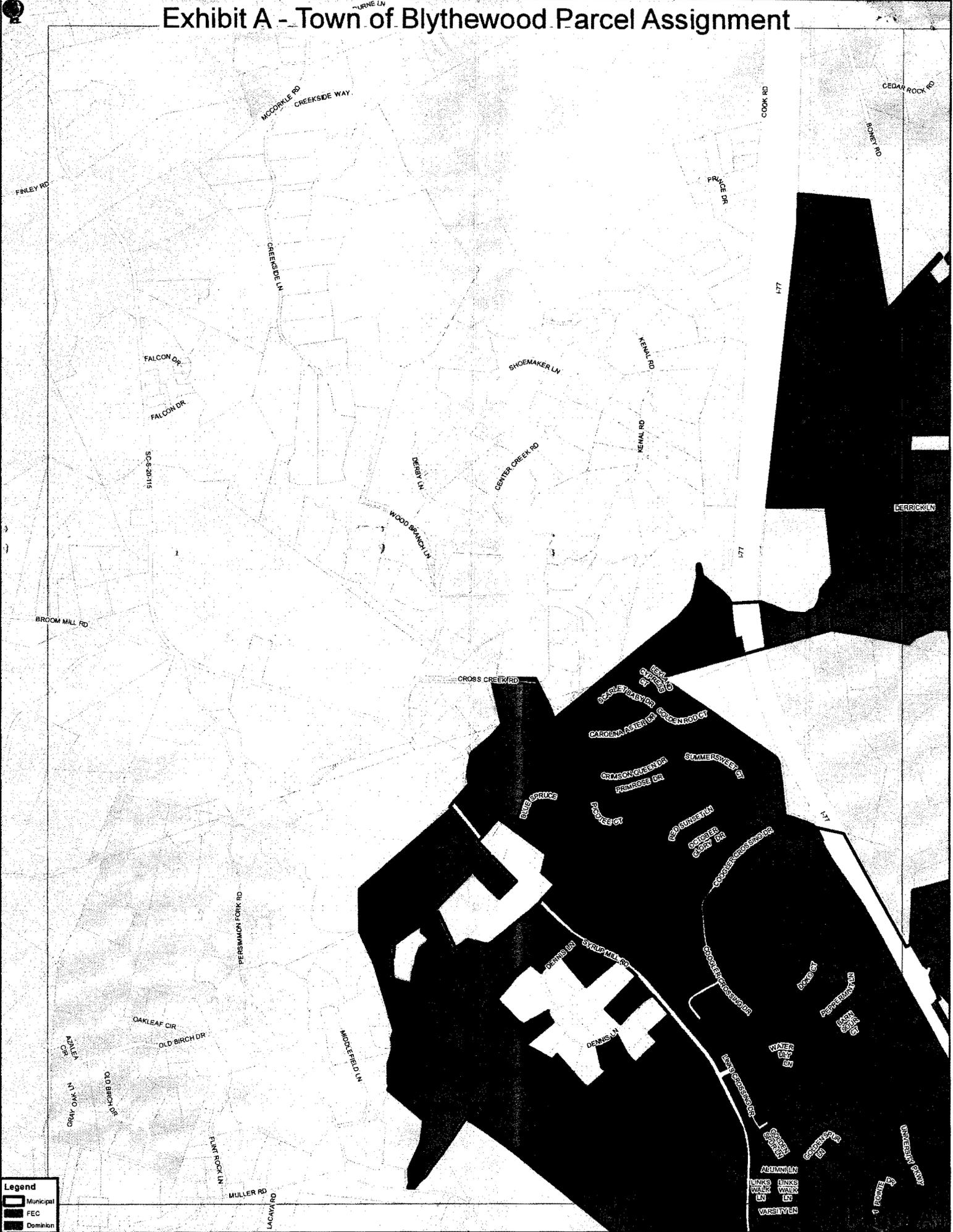
  
\_\_\_\_\_  
Bruce G. Bacon, Chief Executive Officer

9/4/2019  
\_\_\_\_\_  
Date

# Exhibit A - Town of Blythewood Parcel Assignment



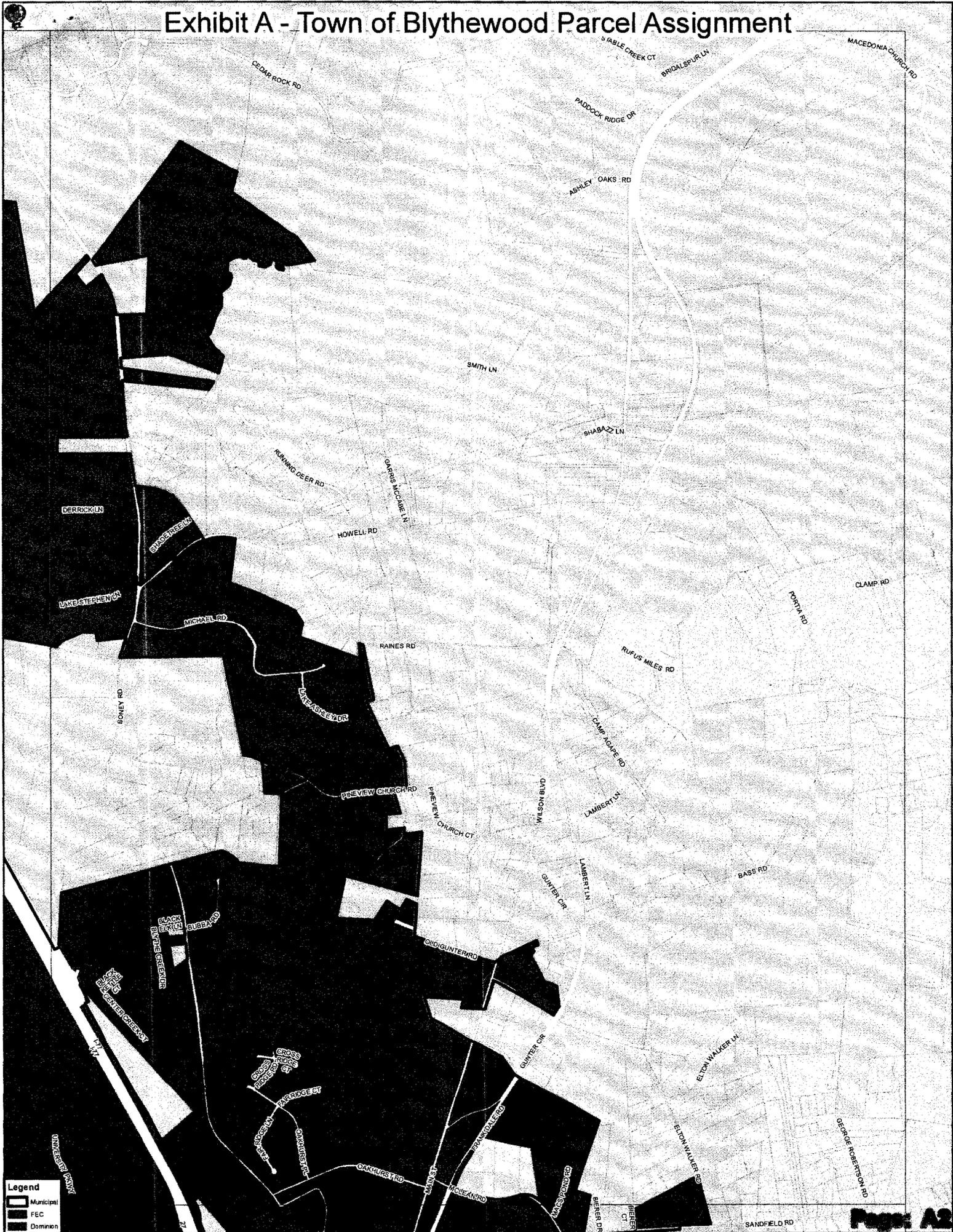
# Exhibit A - Town of Blythewood Parcel Assignment



**Legend**

- Municipal
- FEC
- Dominion

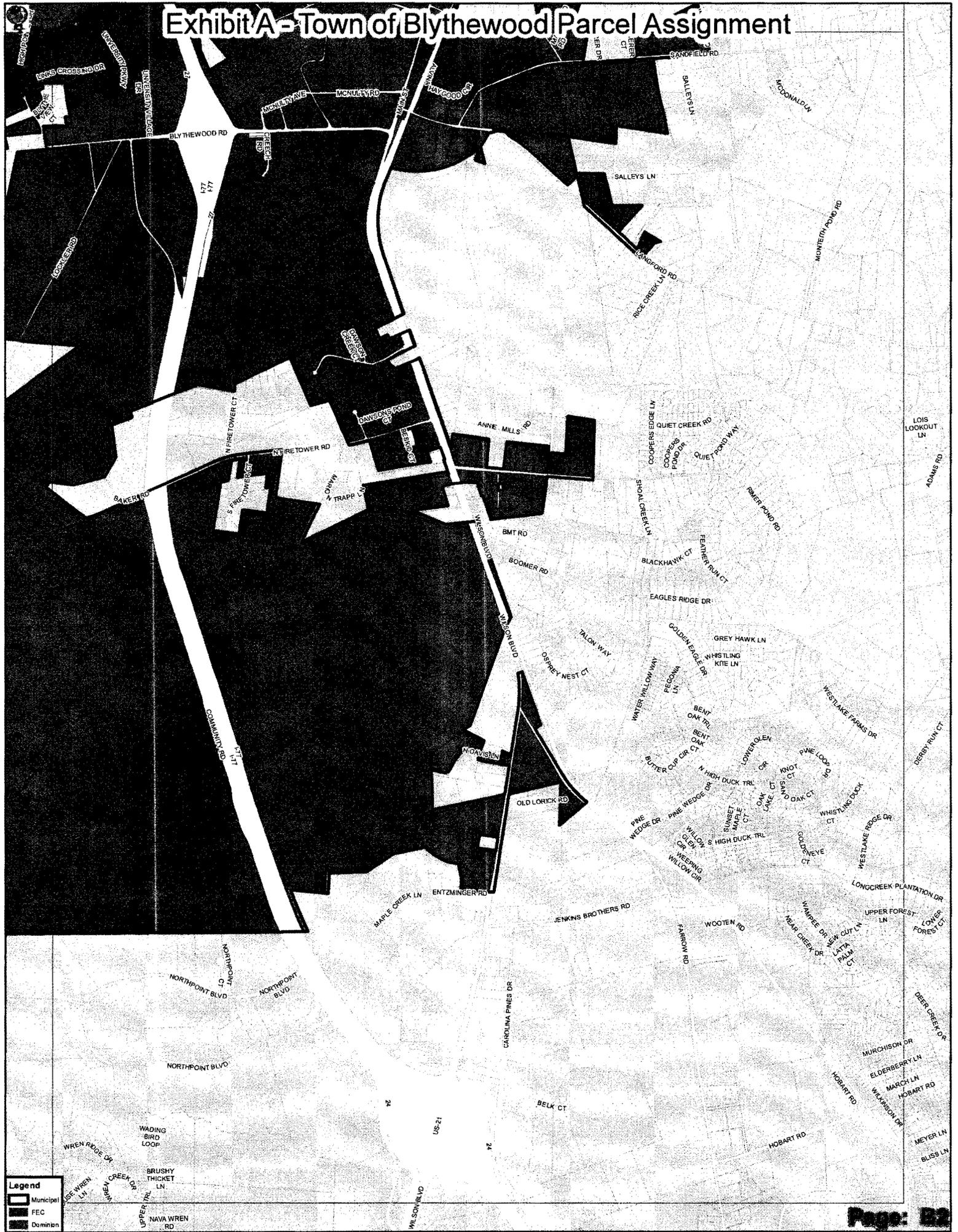
# Exhibit A - Town of Blythewood Parcel Assignment



# Exhibit A - Town of Blythewood Parcel Assignment



# Exhibit A - Town of Blythewood Parcel Assignment



**Legend**  
 [White Box] Municipal  
 [Light Gray Box] FEC  
 [Black Box] Dominion