

AGREEMENT COVERING MUNICIPAL LIGHTING**Town of Bluffton
Bluffton, SC**

This Agreement ("Agreement") is entered into and effective this 21st day of January 2021, by and between **Town of Bluffton** ("Customer") and Dominion Energy South Carolina, Inc. ("Company").

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follow, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

ARTICLE II

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting," Rate 17, at the time of billing. A copy of the current version of Rate 17 is attached hereto and incorporated herein by reference. This rate is subject to change upon periodic review by the Public Service Commission of South Carolina (Commission), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are attached to this Agreement.

Rate	Item	Cost	Qty	Total
17	LED ATB0 Grey 72W	\$12.34	65	\$802.10
17	LED ATB2 Grey 216W	\$20.07	31	\$622.17
		Total	96	\$1424.27

DSM Incentive: The Customer's conversion from High Intensity Discharge (HID) lamp-type fixtures to Light Emitting Diode (LED) type fixtures qualifies for a DSM incentive, the terms of which are set forth in the Addendum hereto.

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. No aid to construction is required for this project.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. **Company agrees to provide and install wiring and appurtenances for 65 LED ATB0 Grey 72W fixtures and 31 LED ATB2 Grey 216W fixtures. This lighting installation will be located at various locations within the Town of Bluffton, South Carolina.** The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductors, conduit and electrical connections due to normal wear and tear. The replacement photocells shall be limited to Company's standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company, as non-standard equipment is not kept in Company inventory. Company shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal, relocation, or modification of Company facilities,

Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the removal, relocation, or modification of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third party tortfeasors. If Customer elects, for any reason, to require removal, relocation, or modification of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification. If action is taken by a governmental entity that requires the removal, relocation, or modification of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal, relocation, or modification.

ARTICLE VII

TERM: Subject to the provisions of Articles VIII and IX, this contract shall continue for the full initial term of ten (10) years beginning the first month after installation date and continues thereafter from year to year until terminated by written notice of intention to terminate made by either Party to the other at least thirty (30) days prior to the end of the initial term or any extension thereof.

ARTICLE VIII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, and notwithstanding the provisions of Article VII, Company reserves the right to terminate this Agreement at any time upon written notice to the Customer and, upon any such termination, the Customer shall pay the Company the early termination charges set forth in Article IX.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, prior to the end of either the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the revenues, excluding fuel, for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer

is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.

ARTICLE X

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S GROSS NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE XI

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XII

FULL REQUIREMENTS: Customer must purchase all of its electrical requirements from the Company.

ARTICLE XIII

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.

ARTICLE XIV

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XVI

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XVII

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVIII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

ARTICLE XIX

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

Town of Bluffton

By: _____

brian mcIlwee

(Print Name): _____

Director of Engineering

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By _____

(Print Name): Daniel F. Kassis

Title: Vice President of Customer Relations and
Renewables

Date: _____

RG

_____ Ltg Mgr.

Contract No. ____

ADDENDUM

The Public Service Commission of South Carolina (“Commission”) has approved a Demand Side Management (“DSM”) incentive program submitted by Dominion Energy South Carolina, Inc. (“Company”) to convert overhead pole mounted light fixtures currently billed under the Company’s “Rate 17 - Municipal Street Lighting” tariff from High Intensity Discharge (HID) lamp-type fixtures to Light Emitting Diode (LED) type fixtures. LED lighting reduces energy consumption by 30-60% depending on specific light fixtures replaced and installed. The capital cost of LED lighting fixtures is greater than HID lighting fixtures. The DSM incentive will be credited to Customer’s bill on a monthly basis for a period of 5 years commencing at the next billing month after installation of each applicable LED fixture. The incentive amount is shown in an attachment as Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

DOMINION ENERGY SOUTH CAROLINA, INC.

Town of Bluffton, SOUTH CAROLINA

BY: _____

BY: _____

PRINT NAME: Daniel F. Kassis

brian mcIlwee

PRINT NAME _____

TITLE: Vice President, Customer Relations and Renewables

Director of Engineering

TITLE: _____

DATE: _____

DATE: _____

MAILING ADDRESS:

P.O. Box 386 Bluffton, SC 29910

ACCOUNT NO: 4189800038696

Exhibit A											
Customer		Town of Bluffton									
Date		12/10/2020									
Quantity	LED Light Fixture	Current LED Cost/Month	HID Light Fixture	Current HID Cost/Month	Wattage Savings (Per Fixture)	Incentive per Month (Per Fixture)	Incentive per Month (Total)	Net Customer Cost/Month	Savings per Month	Annual kWh Savings	
1	ATB0 Grey 72w	\$ 12.34	175W MV OPEN	\$ 8.99	140	\$ 3.10	\$ 3.10	\$ 9.24	\$ (0.25)	560	
62	ATB0 Grey 72w	\$ 765.08	150W HPS OPEN	\$ 624.34	99	\$ 3.10	\$ 192.20	\$ 572.88	\$ 51.46	24,552	
2	ATB0 Grey 72w	\$ 24.68	150W HPS COBRA	\$ 20.52	99	\$ 3.10	\$ 6.20	\$ 18.48	\$ 2.04	792	
31	ATB2 Grey 216w	\$ 622.17	400W HPS COBRA	\$ 553.66	248	\$ 4.33	\$ 134.23	\$ 487.94	\$ 65.72	30,752	
96		\$ 1,424.27		\$ 1,207.51			\$ 335.73	\$ 1,088.54	\$ 118.97	56,656	

DOMINION ENERGY SOUTH CAROLINA, INC.

ELECTRICITY

RATE 17

MUNICIPAL STREET LIGHTING
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AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

	SIZE AND DESCRIPTION	Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W) Closed Type	\$ 10.47	37
15,000 Lumens	(HPS) (150W) Open Type	\$ 10.07	57
15,000 Lumens	(HPS) (150W) Closed Type	\$ 10.26	62
30,000 Lumens	(MH) (320W) Closed Type	\$ 17.28	123
50,000 Lumens	(HPS) (400W) Closed Type	\$ 17.86	158
LED FIXTURE SIZE AND DESCRIPTION			
8,000 Lumens	(LED) (60W) Open Type	\$ 9.59	20
8,600 Lumens	(LED) (70W) Closed Type	\$ 12.34	24
12,700 Lumens	(LED) (110W) Closed Type	\$ 13.67	35
25,500 Lumens	(LED) (205W) Closed Type	\$ 20.07	68
32,300 Lumens	(LED) (270W) Closed Type	\$ 24.18	91

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Open Type	\$ 9.17	38
9,500 Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$ 9.17	38
9,500 Lumens	(HPS) (100W) Closed Type	\$ 9.92	38
15,000 Lumens	(HPS) (150W) Open Type - Retrofit	\$ 10.03	63
15,000 Lumens	(HPS) (150W) Closed Type - Retrofit	\$ 10.29	63
27,500 Lumens	(HPS) (250W) Closed Type	\$ 15.67	102
45,000 Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 17.21	144

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaires	Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	kWh per Month
9,000 Lumens (MH) (100W)	\$ 22.27	\$ 22.27	\$ 26.04	37
15,000 Lumens (HPS) (150W)	\$ 22.36	\$ 22.36	\$ 26.42	62

The following fixture is available for new installations only to maintain pattern sensitive areas:

9,500 Lumens (HPS) (100W) Traditional	\$ 20.82			37
15,000 Lumens (HPS) (150W) - Retrofit	\$ 22.34		\$ 26.40	63
15,000 Lumens (HPS) (150W) - Retrofit		\$ 22.36		62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

4,000 Lumens (Mercury) (100W) Open Type (non-directional)	\$ 8.24	37
7,500 Lumens (Mercury) (175W - Traditional)	\$ 21.81	69
7,500 Lumens (Mercury) (175W - Modern)	\$ 21.81	69
7,500 Lumens (Mercury) (175W - Classic)	\$ 25.69	69
7,500 Lumens (Mercury) (175W) Closed Type	\$ 10.20	69
7,500 Lumens (Mercury) (175W) Open Type (non-directional)	\$ 8.99	69
10,000 Lumens (Mercury) (250W) Closed Type	\$ 13.71	95
20,000 Lumens (Mercury) (400W) Closed Type	\$ 16.94	159

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

Effective for Bills Rendered On and After the First Billing Cycle of May 2020
Pursuant to Public Service Commission of South Carolina Order Nos. 2020-331 and 2020-333

DOMINION ENERGY SOUTH CAROLINA, INC.

ELECTRICITY

RATE 17

MUNICIPAL
STREET LIGHTING
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ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS

Fuel costs of \$.02250 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00017 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

TAX RIDER

The above charges will be reduced by 3.07% to reflect the Tax Rider as approved by the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective for Bills Rendered On and After the First Billing Cycle of May 2020
Pursuant to Public Service Commission of South Carolina Order Nos. 2020-331 and 2020-333