

**RESOLUTION NO.: R-2019-096**

ORIGINAL  
STAMPED IN RED

*Authorizing the City Manager to execute an Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative and Mid-Carolina Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc.*

BE IT RESOLVED by the Mayor and City Council this 25th day of November, 2019, that the City Manager is hereby authorized to execute the attached Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative and Mid-Carolina Electric Cooperative, Inc., Dominion Energy South Carolina, Inc. and the City of Columbia, or on a form approved by the City Attorney, to provide the companies with detailed infrastructure and parcel mapping to afford future efficient and effective service plans.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 11/25/2019

Final Reading: 11/25/2019

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

This Electric Service Rights Agreement is entered into by and among Dominion Energy South Carolina, Inc. ("DESC"), Fairfield Electric Cooperative, Inc. ("Fairfield Electric"), Tri-County Electric Cooperative, Inc. ("Tri-County Electric"), Mid-Carolina Electric Cooperative, Inc. ("Mid-Carolina"), and the City of Columbia ("City") (collectively, "Parties").

WHEREAS, DESC has a combination electric and natural gas franchise agreement with the City, which is dated on February 20, 2002, and was amended on March 23, 2011, April 18, 2013, and June 19, 2015; and

WHEREAS, Fairfield Electric does not have an electric franchise agreement with the City, but has a limited presence within the City limits; and

WHEREAS, Tri-County Electric does not have an electric franchise agreement with the City, but has a limited presence within the City limits; and

WHEREAS, Mid-Carolina has an electric franchise agreement with the City, which was enacted and ratified on February 9, 2005; and

WHEREAS, the City desires to avoid electric service rights disputes between Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC within the City limits; and

WHEREAS, Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC have engaged in a detailed infrastructure and parcel mapping exercise within the City in an effort to allow all companies to have more certainty in planning to provide electric service and to allow all 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 City of Columbia with the parcels for which Fairfield Electric is to have electric service rights is shaded in blue, the parcels for which Tri-County Electric is to have electric service rights is shaded in orange, the parcels for which Mid-Carolina is to have electric service rights is 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, Tri-County Electric, Mid-Carolina and DESC shall enter into Franchise Agreements with the City on June 30, 2020, 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. Upon agreement by all



Parties, the deadline to complete the franchise agreement may be extended one-time up to six months.

All individual franchise agreements in effect at the time of the execution of this agreement shall remain in full force and effect until the expiration of said individual franchise agreements or until such time as new mutually agreed upon franchise agreements are executed by all parties.

2. The Parties agree that Exhibit A is a reasonable assignment of the electric service rights to the parcels located within the City 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 City 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 City shall provide that Fairfield Electric has electric service rights to the parcels shaded in blue on the attached Exhibit A. The Franchise Agreement between Tri-County Electric and the City shall provide that Tri-County Electric has electric service rights to the parcels shaded in orange on the attached Exhibit A. The Franchise Agreement between Mid-Carolina and the City 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 City Council of the Franchise Agreement between Fairfield Electric and the City, the Franchise Agreement between Tri-County Electric and the City, the Franchise Agreement between Mid-Carolina and the City and the Franchise Agreement between DESC and the City, DESC shall have electric service rights to the parcels shaded in red on the attached Exhibit A, Fairfield Electric shall have electric service rights to the parcels shaded in blue on the attached Exhibit A, Tri-County Electric shall have electric service rights to the parcels shaded in orange 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 Fairfield Electric, Tri-County Electric, Mid-Carolina 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, Tri-County Electric, or Mid-Carolina; Tri-County 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, Fairfield Electric, or Mid-Carolina; 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 DESC, Fairfield Electric, or Tri-County Electric; 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, Tri-County Electric or Mid-



Carolina. After any building or structure that is being served by Fairfield Electric, Tri-County Electric, Mid-Carolina 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, Tri-County Electric, Mid-Carolina 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 blue 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. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on an orange 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 Tri-County Electric or DESC provides electric service to such new building or structure. 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 DESC provides electric service to such new building or structure. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on a blue parcel of the attached Exhibit A and part of the building or structure resides on an orange parcel of the attached Exhibit A, the customer, in its sole discretion, may choose whether Fairfield Electric or Tri-County Electric provides electric service to such new building or structure. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on a blue parcel of the attached Exhibit A and part of the building or structure resides on a green parcel of the attached Exhibit A, the customer, in its sole discretion, may choose whether Fairfield Electric or Mid-Carolina provides electric service to such new building or structure. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on an orange parcel of the attached Exhibit A and part of the building or structure resides on a green parcel of the attached Exhibit A, the customer, in its sole discretion, may choose whether Tri-County Electric or Mid-Carolina 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 City, Fairfield Electric, Tri-County Electric, and 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 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 City Council does not approve all 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.

WITNESSES:

[Signature]  
[Signature]

CITY OF COLUMBIA

Teresa B. Wilson  
Teresa B. Wilson, City Manager  
Date: 12/2/2019

WITNESSES:

[Signature]  
[Signature]

DOMINION ENERGY SOUTH CAROLINA, INC.

[Signature]  
W. Keller Kissam, President-Electric Operations  
Date: 12-17-19

WITNESSES:

[Signature]  
[Signature]

FAIRFIELD ELECTRIC COOPERATIVE, INC.

[Signature]  
Bruce G. Bacon, Chief Executive Officer  
Date: 12/12/19

WITNESSES:

[Signature]  
[Signature]

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

[Signature]  
Chad T. Lowder, Chief Executive Officer  
Date: 12/16/19

WITNESSES:

[Signature]  
[Signature]

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

[Signature]  
B. Robert Paulling, Chief Executive Officer  
Date: 12-16-19

APPROVED AS TO FORM  
[Signature]  
Legal Department City of Columbia, SC