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RESOLUTION NO.: R-2020-078

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


BE IT RESOLVED by the Mayor and City Council this 15th day of December, 2020, that the City Manager is hereby authorized to execute the attached Amended and Reinstated Agreement Concerning Electrical Service Rights between Fairfield Electric Cooperative, Tri-County Electric Co-operative, 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 extend the deadline to complete the franchise agreement to June 30, 2021, with an additional one-time extension of up to six months, or December 31, 2021 in order provide the companies with detailed infrastructure and parcel mapping to afford future efficient and effective service plans.

Requested by:


Assistant City Manager Gentry

DocuSigned by:

Mayor
DocuSigned ID: 10DF264AF...

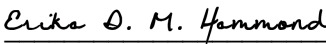
Approved by:

DocuSigned by:

City Manager

Approved as to form:

DocuSigned by:

City Attorney

ATTEST:

DocuSigned by:

City Clerk
DocuSigned ID: 84E4...

Introduced: 12/15/2020
Final Reading: 12/15/2020

AMENDMENT TO 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 Amendment to the Electric Service Rights Agreement is made and 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").

WITNESSETH:

WHEREAS, the Parties entered into an Electric Service Rights Agreement effective _____, 2020 to avoid electric service rights disputes between Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC within the City limits, a copy of said Agreement being attached hereto and incorporated herein by reference; and,

WHEREAS, the Agreement provided for Franchise Agreements to be entered into with the City by June 30, 2020, and upon agreement by all the Parties extending the deadline to complete the franchise agreement by a one-time extension of up to six months, or December 31, 2020; and,

WHEREAS, the Parties desire to amend Paragraph 1 of the Agreement to allow for an additional six-month extension period or June 30, 2021, to include an option for one additional six-month extension period, or December 31, 2021; NOW, THEREFORE,

IT IS HEREBY AGREED, that Paragraph 1 is hereby amended to read as follows:

1. Fairfield Electric, Tri-County Electric, Mid-Carolina and DESC shall enter into Franchise Agreements with the City on June 30, 2021, 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, or December 31, 2021.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Electric Service Rights Agreement to be executed and effective as of the date of the last signature below.

WITNESSES:

DocuSigned by:
Crika S. M. Hammond
BEE0671959184E4...

WITNESSES:

CITY OF COLUMBIA

DocuSigned by:
Teresa B. Wilson
Teresa B. Wilson, City Manager
Date: 12/15/2020 | 4:55:32 PM EST

DOMINION ENERGY SOUTH CAROLINA, INC.

W. Keller Kissam, President-Electric Operations
Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

WITNESSES:

WITNESSES:

WITNESSES:

FAIRFIELD ELECTRIC COOPERATIVE, INC.

Bruce G. Bacon, Chief Executive Officer
Date: _____

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

Chad T. Lowder, Chief Executive Officer
Date: _____

MID-CAROLINA ELECTRIC COOPERATIVE, INC.

B. Robert Paulling, Chief Executive Officer
Date: _____