

R. Keith Summey
Mayor
Mike A. Brown
District 1
Rhonda Jerome
District 2
Virginia Jamison
District 3
Jerome Heyward
District 5

Ron Brinson, Chair
District 4

Dorothy Williams
District 6
Samuel L. Hart
District 7
Bob King
District 8
Kenny Skipper
District 9
Michael Brown
District 10

CITY OF NORTH CHARLESTON
FINANCE COMMITTEE AGENDA
Montague Terrace – North Charleston Coliseum
5000 Coliseum Drive, North Charleston, SC

June 18, 2020
Following the Public Safety Committee Meeting

Call to Order

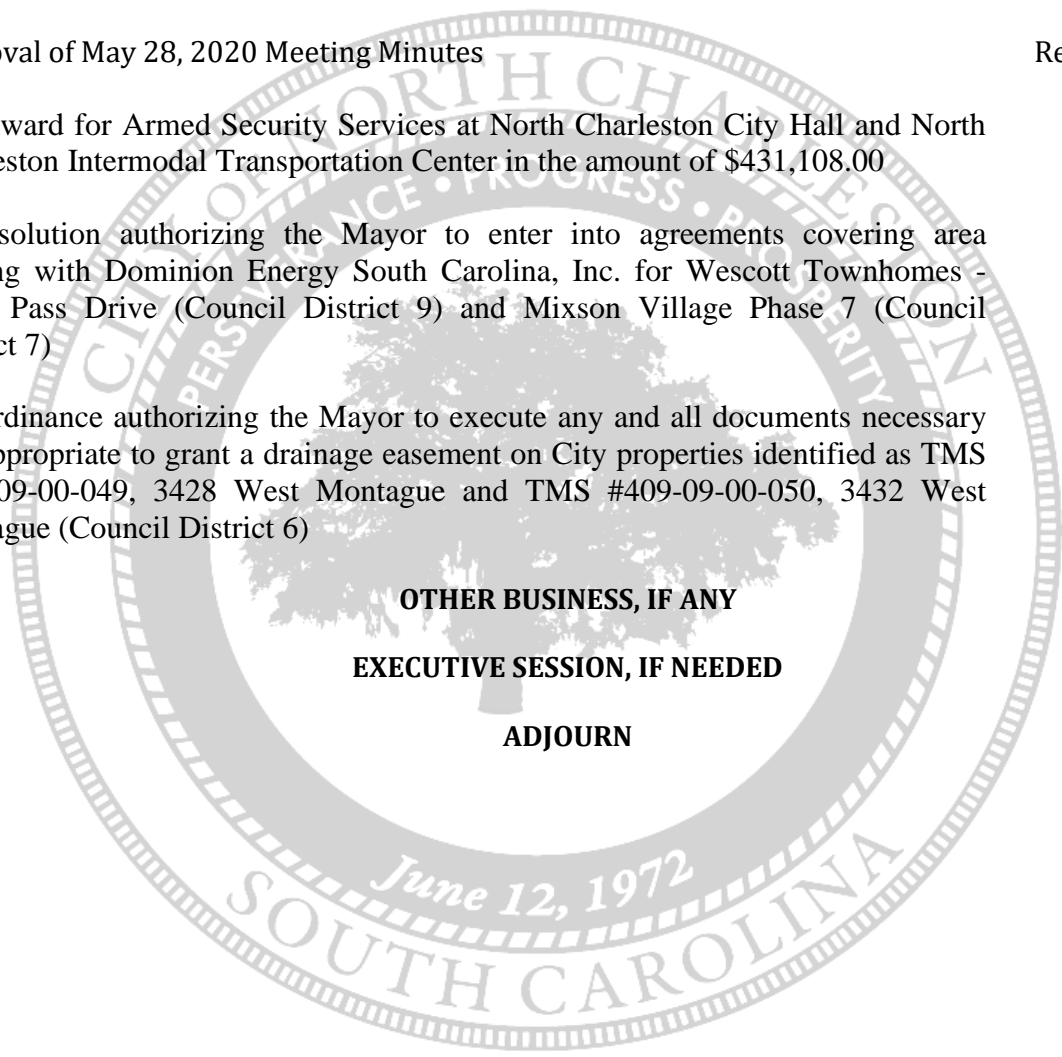
Chair Brinson

- | | |
|---|--------------------|
| 1. Approval of May 28, 2020 Meeting Minutes | Request to Approve |
| 2. Bid Award for Armed Security Services at North Charleston City Hall and North Charleston Intermodal Transportation Center in the amount of \$431,108.00 | Recommendation |
| 3. A Resolution authorizing the Mayor to enter into agreements covering area lighting with Dominion Energy South Carolina, Inc. for Wescott Townhomes - Eagle Pass Drive (Council District 9) and Mixson Village Phase 7 (Council District 7) | Recommendation |
| 4. An Ordinance authorizing the Mayor to execute any and all documents necessary and appropriate to grant a drainage easement on City properties identified as TMS #409-09-00-049, 3428 West Montague and TMS #409-09-00-050, 3432 West Montague (Council District 6) | Recommendation |

OTHER BUSINESS, IF ANY

EXECUTIVE SESSION, IF NEEDED

ADJOURN



NORTH CHARLESTON FINANCE COMMITTEE

May 28, 2020

Minutes

Chair Ron Brinson called to order the regular meeting of the North Charleston Finance Committee at 6:00 p.m. in the Council Chambers of North Charleston City Hall, 2500 City Hall Lane, North Charleston, SC. Other Committee members in attendance were Mayor R. Keith Summey, Mr. Mike Brown (Dist. 1), Ms. Rhonda Jerome, Ms. Virginia Jamison, Mr. Jerome Heyward, Mr. Samuel Hart, Mr. Bob King, Mr. Kenny Skipper, and Mr. Michael Brown (Dist. 10). Also in attendance were Special Assistant to the Mayor/Acting Municipal Clerk Julie Elmore, City Attorney Brady Hair, Finance Director Warren Newton, Director of Purchasing Denise Badillo, other staff, and members of the public.

The media, organizations, and interested individuals were advised of the meeting in compliance with Sec. 30-4-80 (e) of the South Carolina Code of Laws for 1976, as amended.

Dispense with minutes from April 24, 2020

Warren gave an update on revenue streams to date. In monthly reports you should have already received this information. Revenue and expenses are still running the same 1-1.5 million deficit. Hospitality tax 25% reduction, Atax 50% reduction. \$450,000 reduction for this month which would equal 8% if it continues to go down this path or 5.5.5 million reduction in revenue. Working with department heads we've identified 5.5 million reduction in operating cost to meet those needs.

1. The first item on the agenda was an Ordinance Authorizing the Mayor to Execute a Berm Easement and Any and All Documents Necessary and Appropriate to Grant said Easement Across TMS Parcels 469-16-00-274, 469-16-00-275, and 469-16-00-205 to SC Department of Commerce, Division of Public Rails.

The City of North Charleston owns TMS Parcels 469-16-00-274, 469-16-00-275, and 469-16-00-205. These parcels are adjacent to the former Charleston Naval Base Complex and provide drainage in the south end of the City, particularly the Cherokee/Chicora area. The SC Department of Commerce, Division of Public Rails would like to obtain an easement across the City parcels to construct a berm to minimize the noise impact on the surrounding residences. The berm would be constructed in such manner as to not impact the drainage. Public Rails will be responsible for having all engineering approved by North Charleston Public Works to ensure drainage is not affected and also provide insurance coverage in the event of any damage/injuries resulting from construction/placement of its berm.

Motion by Mr. Brown (Dist. 10):

To recommend City Council approve An Ordinance Authorizing the Mayor to Execute a Berm Easement and Any and All Documents Necessary and Appropriate to Grant said Easement Across TMS Parcels 469-16-00-274, 469-16-00-275, and 469-16-00-205 to SC Department of Commerce, Division of Public Rails as presented.

Motion supported by Mr. Samuel Hart. The motion carried unanimously by voice vote. (10-0-0)

2. The next item on the agenda was a Resolution Authorizing the Mayor to Execute a Pond Maintenance Agreement with Harborstone, LLC for the two Detention Ponds Located on the Park Parcel Tract F (TMS# 393-00-00-017) Donated to City of North Charleston by R&S Properties of South Carolina, LLC.

The City of North Charleston is about to receive a park donation of Tract F (TMS# 393-00-00-017) from R&S Properties of South Carolina, LLC pursuant to Resolution 2018-048. This property contains two

detention ponds. The adjacent property owner, Harborstone, LLC and a publicly dedicated City right of way will create storm water runoff that will drain into these detention ponds. Harborstone is willing to contribute to the upkeep and maintenance as more fully set forth in the attached Pond Maintenance Agreement. While the City typically does not accept ownership of detention ponds, these two ponds are located within the park site and storm water from a City owned and maintained road will also be draining into these ponds. Public Works has reviewed the agreement and is ok with both the ponds being on City property and accepting storm water from the adjacent apartment site. Staff recommends approval.

Motion by Mrs. Jerome:

To recommend City Council approve an Ordinance Proposed to Authorize the Mayor to Execute an Indenture Quit Claim Deed and Any and All Documents Necessary and Appropriate to Transfer a Portion of St. Johns Avenue to SC Department of Commerce, Division of Public Rails as presented.

Motion supported by Mr. Skipper. The motion carried unanimously by voice vote. (10-0-0)

3. The next item on the agenda was a Resolution Authorizing the City of North Charleston to Apply for the FY 2020 Coronavirus Emergency Supplemental Funding Program

The City of North Charleston can apply for \$229,590 through the United States Department of Justice Coronavirus Emergency Supplemental Funding Program. These funds are being requested to reimburse the City for costs associated with responding to the Coronavirus including the hazard pay that law enforcement and support personnel received. This portion is \$229,500. The remaining \$90 is being requested to reimburse the City for PPE. Staff recommends that Council approve the City applying for the Coronavirus Emergency Supplemental Funding Program for \$229,590.

Motion by Mrs. Jerome:

Recommend City Council Authorize the City of North Charleston to Apply for the FY 2020 Coronavirus Emergency Supplemental Funding Program as presented.

Motion supported by Mrs. Jamison. The motion carried unanimously by voice vote. (10-0-0)

4. The next item on the agenda was A Resolution Authorizing the City of North Charleston to Accept the 2020 SCPRT – Park and Recreation Development Fund Grant – Dorchester County for Park Forest Playground

The City of North Charleston’s Recreation Department has been awarded a grant from the South Carolina Department of Parks, Recreation and Tourism (PARD) to provide funds for new playground equipment, picnic tables, mulch and trash receptacles. Staff has worked to enhance the accessibility of this facility and has recommended that synthetic turf for safety surfacing be utilized.

The total grant award is \$50,497. The City is required to provide a match of \$10,099.40 and SCPRT will contribute \$40,397.60. Due to the recommendation and need for safety surfacing, the project will cost an additional \$4,744.57. Staff is proposing that matching funds and the overage come from the FY2020 budget (001-861-580960-00000-000 Council Contingency), therefore the total amount needed would be \$14,843.97.

Staff recommends that Council approve the City accepting the PARD grant to benefit Park Forest Playground in the amount of \$50,497 and the match/overage of \$14,843.97 to come from:

Account Number: 001-861-580960-00000-000 (Council Contingency)
Current Balance: \$250,000
Amount Needed for this item: \$14,843.97

Motion by Mrs. Jerome:

To recommend City Council approve a Resolution Authorizing the City of North Charleston to Accept the 2020 SCPRT – Park and Recreation Development Fund Grant – Dorchester County for Park Forest Playground as presented.

Motion supported by Mayor Summey. The motion carried unanimously by voice vote. (10-0-0)

5. The next item on the agenda was a Resolution authorizing the Mayor to request and execute appropriate documents with the South Carolina Department of Transportation for the transfer of portions of the rights-of-way of Spruill Avenue, Reynolds Avenue and Rexton Street into the City System.

Portions of Spruill Avenue, Reynold Avenue and Rexton Street are currently under the jurisdiction of the South Carolina Department of Transportation (SCDOT). Staff is requesting the transfer of portions of Spruill Avenue, between East Montague Street and McMillian Avenue, Reynolds Avenue and Rexton Street, into the City’s maintenance system in order to allow the City to better facilitate streetscape improvements and redevelopment potential along these historic commercial corridors. This resolution authorizes the Mayor to request and execute the appropriate paperwork for the transfer from the SCDOT to the City. Staff recommends approval.

Motion by Mr. Brown (Dist. 10):

To Recommend City Council Approve a Resolution authorizing the Mayor to request and execute appropriate documents with the South Carolina Department of Transportation for the transfer of portions of the rights-of-way of Spruill Avenue, Reynolds Avenue and Rexton Street into the City System as presented.

Motion supported by Mrs. Jamison. The motion carried unanimously by voice vote. (10-0-0)

6. The next item on the agenda was Bid Award, Ashley Villas Drainage Improvements, Phase III to the Low Bidder KTC Enterprises, Inc in the amount of \$607,400.00

Sealed Bids were received on April 28, 2020 for the Ashley Villas Drainage Improvement Phase III Project. Work will include but is not limited to removal and replacement of pavement and curbing, installation of curb inlets, grading and restoration of the site. Replacement of approximately 1,800 LF of piping and 60 drainage structures. Please see below tabulation.

KTC Enterprises, Inc., Moncks Corner, SC	\$ 607,400.00
Lowcountry Sitework, Charleston, SC	\$1,412,000.00
Triad Engineering, Charleston, SC	\$ 613,780.00
Gulf Stream Construction, North Charleston, SC	\$ 764,329.37

Recommend the Finance Committee recommend to City Council that the bid award for Ashley Villas Drainage Improvements, Phase III be awarded to the low bidder, KTC Enterprises, Inc., Moncks Corner, SC in the amount of \$607,400.00

Account Number: 306-630-530231, Stormwater Drainage
Current Balance: \$1,000,000
Amount needed for this Project: \$607,400.00

Motion by Mayor Summey:

To recommend City Council approve a Bid Award, Ashley Villas Drainage Improvements, Phase III to the Low Bidder KTC Enterprises, Inc in the amount of \$607,400.00 as presented.

Motion supported by Mrs. Jerome. The motion carried unanimously by voice vote. (10-0-0)

7. The next item on the agenda was a Resolution A Resolution Authorizing the City of North Charleston to Purchase the Properties located at 4520, 4514, 4508 and 4502 Spruill Avenue

The redevelopment of Spruill Avenue near Montague Avenue has led to a need for off-site parking. Staff has located the properties located at 4520, 4514, 4508 and 4502 Spruill Avenue and has reached an agreement with the owner to purchase these properties for \$320,000. We have appraisals for 3 of them for \$80,000 and the owner has agreed to the \$80,000 value for the 4th lot in that they are the same dimensions and characteristics.

Staff is proposing that the funds to purchase these properties comes from the FY2020 budget (Off Base TIF Account). Staff recommends that Council approve the City purchasing these properties for \$320,000

Account Number: Fund 128 (Off Base TIF Account)
Current Balance:
Amount Needed for this item: \$320,000

Motion by Mrs. Jerome:

To recommend City Council approve a Resolution Authorizing the City of North Charleston to Purchase the Properties located at 4520, 4514, 4508 and 4502 Spruill Avenue as presented.

Motion supported by Mr. Skipper. The motion carried unanimously by voice vote. (10-0-0)

Other Business

1. Mrs. Jerome inquired as to why the city's 4th of July Festival was canceled. Mayor Summey informed Council that the decision was made due to the uncertainty of the city's budget, as well as difficulty maintaining proper social distancing with large crowds.

2. Mrs. Jamison noted the decrease in ambient noise within her district during the stay-at-home orders due to COVID-19, and urged Council to consider funding a sound wall along I-26 north of Ashley Phosphate Road.
3. Mrs. Jerome emphasized the need for City Council members to reimburse the city for travel expenses incurred if members of the body ultimately did not use the travel. Mr. Brown (Dist. 1) stated that City Council Clerk Sandy Brown made expended travel funds with properly coordinating with Council Members on a particular instance.
4. Mayor Summey recommended moving future council and committee meetings to the Montague Terrace at the North Charleston Coliseum, in order to accommodate more public participation. Council concurred.

There being no further business to come before the Committee, the meeting adjourned at 6:20 p.m.

These minutes were approved on:

Respectfully submitted,

Julie Elmore, Acting Municipal Clerk

**NORTH CHARLESTON FINANCE COMMITTEE
AGENDA ITEM**

For Meeting of June 18, 2020

DATE: June 05, 2020

ITEM TITLE: Bid Award for Armed Security Services at North Charleston City Hall and North Charleston Intermodal Transportation Center in the amount of \$431,108.00

SUBMITTED BY: Denise Badillo, Director of Purchasing

CONTACT PERSON: Chief Burgess/Captain Johnson

SUMMARY EXPLANATION:

Sealed Best Value Bids were received and opened on June 04, 2020 due to the current contract expiring on June 30th, 2020. Work will involve providing multiple armed security guards to screen individuals entering, leaving or in the vicinity of City Hall as well as providing additional security to staff during court, as well as providing Armed Security for the North Charleston Intermodal Transportation Center. Nine Best Value Bids were received, the most responsive, responsible bid was submitted by Trident Security Services, North Charleston, SC in the amount of \$15.80 per hour for armed guards and \$16.05 per hour for supervisory armed guards, which estimates to \$431,108.00 per year. City Staff has had issues with the current armed security company FedSec Inc., North Charleston, SC. Martin Edwards & Associates, Linden, NC is a Security broker and does not have staff in SC. Please see attached Bid Tabulation.

STAFF RECOMMENDATION:

Staff recommends that Finance Committee recommend to City Council that the Best Value Bid for armed security at City Hall and North Charleston Intermodal be awarded to the most responsive, responsible bidder, Trident Security Services, North Charleston, SC in the amount of \$431,108.00 and authorize the Mayor to execute a contract.

Account Number: 510-540695/421-540695/860-540695, Contracted Services
Current Balance for this item \$227,00.00-Police, \$65,000.00-Court, \$58,400.00-Intermodal
Amount needed for this Project: \$227,00.00-Police, \$65,000.00-Court, \$138,408.00-Intermodal (estimated)

Funding for additional years will be requested in future budgets.

BOARD/COMMISSION RECOMMENDATION:

COUNCIL COMMITTEE RECOMMENDATION:

COUNCIL ACTION:

EXHIBITS

 Resolutions Contract Minutes Plan/Map Transfer of Funds Other Notice of Award

NOTICE OF AWARD

TO: Trident Security Services
1223 Remount Road
North Charleston, SC 29406

PROJECT: ARMED SECURITY SERVICES FOR NORTH CHARLESTON CITY HALL AND NORTH CHARLESOTN INTERMODAL TRANSPORTATION CENTER

BID NO.: NC-04-20

The OWNER has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated May 2020, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amounts as follows:

\$431,108.00 for the period July 01, 2020 – June 30, 2021

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2020

CITY OF NORTH CHARLESTON
Owner

By: _____
R. Keith Summey, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

This the _____ day of _____, 2020

By _____

Title _____

BID TABULATION

NC-04-20

ARMED SECURITY SERVICES FOR NORTH CHARLESTON CITY HALL AND THE NORTH CHARLESTON INTERMODAL TRANSPORTATION FACILITY

<u>COMPANY</u>	<u>CITY HALL ARMED GUARD HOURLY/OVERTIME</u>	<u>SUPERVISOR CITY HALL ARMED GUARD HOURLY/OVERTIME</u>	<u>COURT ARMED GUARD HOURLY/OVERTIME</u>	<u>INTERMODAL ARMED GUARD HOURLY/OVERTIME</u>
Fedsec Inc., North Charleston, SC	<u>\$14.66 / 14.66</u>	<u>\$16.34 / \$16.34</u>	<u>\$15.45 / \$15.45</u>	<u>\$14.66 / \$14.66</u>
Martian Edwards & Associates, Linden, NC	<u>\$15.75 / \$21.00</u>	<u>\$21.00 / \$25.00</u>	<u>\$15.75 / \$21.00</u>	<u>\$15.75 / \$21.00</u>
Trident Security Services, North Charleston, SC	<u>\$15.80 / \$20.85</u>	<u>\$16.05 / \$21.10</u>	<u>\$15.80 / \$20.85</u>	<u>\$15.80 / \$20.85</u>
Optimum Defense Services, Pawleys Island, SC	<u>\$19.18 / \$28.77</u>	<u>\$23.12 / \$34.67</u>	<u>\$19.18 / \$28.77</u>	<u>\$19.18 / \$28.77</u>
Strategic Security Corp., Charleston, SC	<u>\$19.50 / \$19.50</u>	<u>\$19.50 / \$19.50</u>	<u>\$19.50 / \$19.50</u>	<u>\$19.50 / \$19.50</u>
Sakom Services Group, Greenville, SC	<u>\$19.85 / \$27.25</u>	<u>\$21.10 / \$29.10</u>	<u>\$19.85 / \$27.25</u>	<u>\$19.85 / \$27.25</u>
American Guard Services, Los Angeles, CA	<u>\$19.99 / \$27.99</u>	<u>\$23.23 / \$32.53</u>	<u>\$19.99 / \$27.99</u>	<u>\$19.99 / \$27.99</u>
Synergy Security Services, LaGrange, GA	<u>\$20.75 / \$28.00</u>	<u>\$22.00 / \$30.00</u>	<u>\$20.75 / \$28.00</u>	<u>\$20.75 / \$28.00</u>
Walden Security, Chattanooga, TN	<u>\$21.20 / \$31.80</u>	<u>\$23.20 / \$34.80</u>	<u>\$21.20 / \$31.80</u>	<u>\$21.20 / \$31.80</u>

**NORTH CHARLESTON FINANCE COMMITTEE
AGENDA ITEM**

Meeting of June 18, 2020

DATE: June 5, 2020

ITEM TITLE: A Resolution authorizing the Mayor to enter into agreements covering area lighting with Dominion Energy South Carolina, Inc. for Wescott Townhomes - Eagle Pass Drive (Council District 9) and Mixson Village Phase 7 (Council District 7)

SUBMITTED BY: Public Works

CONTACT PERSON: Mike Dalrymple, 745-1026

SUMMARY EXPLANATION:

These agreements with Dominion Energy provide for street lighting for Wescott Townhomes – Eagle Pass Drive and Mixson Village Phase 7. Per Dominion Energy policy, the City pays for a certain number of the total lights equivalent to the amount the City would pay for standard overhead streetlight service, with the HOA/POA responsible for the remainder of the lights. The following lists the light allocation and the total lights:

<u>Subdivision</u>	<u>City Lights</u>	<u>HOA Lights</u>	<u>Total Lights</u>
Wescott Townhomes – Eagle Pass Drive	2	4	6
Mixson Village Phase 6	2	5	7

STAFF RECOMMENDATION:

Staff recommends approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

COUNCIL COMMITTEE RECOMMENDATION:

COUNCIL ACTION:

Exhibits

Resolution Ordinance Contract Minutes Plan/Map Transfer of Funds Other

A RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS COVERING
AREA LIGHTING WITH DOMINION ENERGY SOUTH CAROLINA, INC. FOR
WESCOTT TOWNHOMES - EAGLE PASS DRIVE AND MIXSON VILLAGE
PHASE 7**

WHEREAS, the City Council desires to provide street lighting for Wescott Townhomes - Eagle Pass Drive and Mixson Village Phase 7; and

WHEREAS, Dominion Energy South Carolina, Inc. has provided agreements covering area lighting for the aforementioned locations; and

WHEREAS, the City of North Charleston has reviewed the agreements and determined that it would be in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE MAYOR BE HEREBY AUTHORIZED TO ENTER INTO AGREEMENTS COVERING AREA LIGHTING WITH DOMINION ENERGY SOUTH CAROLINA, INC. FOR WESCOTT TOWNHOMES - EAGLE PASS DRIVE AND MIXSON VILLAGE PHASE 7, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF SET FORTH FULLY HEREIN.

THE WITHIN RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Resolved in City Council this _____ day of _____, in the Year of Our Lord, 2020 and in the 243rd year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

ATTEST:

LEGAL COUNSEL

MUNICIPAL CLERK

ORIGINAL

**AGREEMENT COVERING AREA LIGHTING
CITY OF NORTH CHARLESTON
WESCOTT TOWNHOMES
EAGLE PASS DRIVE
SUMMERVILLE SOUTH CAROLINE**

THIS AGREEMENT is entered into and effective this 14th day of May 2020, by and between "Customer", City of North Charleston and Dominion Energy South Carolina, Inc.

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 "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$39.82 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$79.64 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), 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 made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 Watt High Pressure Sodium Octagonal Fixture	\$16.62	2	\$33.24
18	12' Charleston Fluted Aluminum Poles	\$23.20	2	\$46.40
			Total	\$79.64

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore 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 underground wiring and appurtenances for six (6) 150 watt high pressure sodium Round fixtures on six (6) 12' black Charleston fluted aluminum poles. This lighting installation will be located at Wescott Townhomes Eagle Pass Drive, Dorchester County in the City of North Charleston, South Carolina as detailed in Company drawing D-83475 light #'s 2 thru 6. The Customer, the City of North Charleston agrees to pay the equivalent overhead municipal rate (Rate17) for a 150 watt high pressure sodium closed type fixture (\$10.26) which equates to two (2) lights. The City of North Charleston shall be billed for two (2) lights in Wescott Townhomes. Wescott SC, LLC shall be billed for the remaining four (4) lights.** 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, conductor, and conduit and electrical connections. The replacement lamps shall be limited to Company's standard 150WHPS lamps and 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 or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

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

ARTICLE VII

TERM: This contract shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

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, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article IX shall apply.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge 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.

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 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

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.

ARTICLE XIII

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 XIV

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 XV

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

ARTICLE XVI

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 XVII

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 XVIII

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.

CITY OF NORTH CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.

ORIGINAL

AGREEMENT COVERING AREA LIGHTING

**CITY OF NORTH CHARLESTON
MIXSON VILLAGE
PHASE 7
NORTH CHARLESTON, SOUTH CAROLINA 29405**

THIS AGREEMENT is entered into and effective this 15th day of May, 2020, by and between "Customer", City of North Charleston, 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 follows, 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 "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$40.47 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$80.94 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), 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 made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 Watt High Pressure Sodium Octagonal Fixture	\$ 16.62	2	\$ 33.24
18	14' Charleston Fluted Pole	\$ 23.85	2	\$ 47.70
			Total	\$ 80.94

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore 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 underground wiring and appurtenances for seven (7) 150 Watt high pressure sodium Octagonal style luminaires mounted on seven (7) 14' Charleston Fluted poles. This lighting installation will be located in Mixson Village phase 7 located in North Charleston, South Carolina as detailed in Company drawing D-77007, sheet 7 of 7. The Customer, City of North Charleston, agrees to pay the equivalent overhead municipal rate (Rate 17) for a 150 hps closed type cobra light (\$10.26) which equates to two (2) subdivision lights. The City of North Charleston shall be billed for two (2) lights. Mixson Assembly, Inc., shall be billed for the remaining five (5) lights.** 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 malfunctioning 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, conductor, and conduit and electrical connections. The replacement lamps shall be limited to Company's standard 150 watt high pressure sodium lamps

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

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

ARTICLE VII

TERM: This contract shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

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, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article IX shall apply.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge 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.

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 NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT 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.

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.

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ARTICLE XVII

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 XVIII

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.

CITY OF NORTH CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.

RATE 18

UNDERGROUND
STREET LIGHTING
(Page 1 of 2)

AVAILABILITY

This rate is available to customers, including municipal customers, using the Company's electric service for street and area lighting served from existing underground distribution facilities.

APPLICABILITY

Applicable only to outdoor lighting high intensity discharge fixtures, either high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

RATE PER LUMINARIES

SIZE AND DESCRIPTION			per Month	kWh per Month
9,000 Lumens	(MH) (100W)	(Acorn, Round, or Octagonal Style)*	\$ 16.64	41
15,000 Lumens	(HPS) (150W)	(Acorn, Round, or Octagonal Style)*	\$ 16.62	62
9,000 Lumens	(MH) (100W)	(Traditional)	\$ 12.47	37
15,000 Lumens	(HPS) (150W)	(Traditional)	\$ 12.56	62
9,000 Lumens	(MH) (100W)	(Shepherd)	\$ 24.91	41
15,000 Lumens	(HPS) (150W)	(Shepherd)	\$ 27.17	62
42,600 Lumens	(MH) (400W)	Hatbox	\$ 30.67	159
50,000 Lumens	(HPS) (400W)	Hatbox	\$ 29.47	158
110,000 Lumens	(MH) (1000W)	Hatbox	\$ 46.41	359
140,000 Lumens	(HPS) (1000W)	Hatbox	\$ 41.96	368
30,000 Lumens	(MH) (320W)	Shoebox Type	\$ 29.64	123
45,000 Lumens	(HPS) (400W)	Shoebox Type	\$ 21.62	158
30,000 Lumens	(MH) (320W)	Cobra Flex	\$ 29.67	120
50,000 Lumens	(HPS) (400W)	Cobra Flex	\$ 29.36	152

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

9,000 Lumens	(MH) (100W)	(Modern)	\$ 12.47	37
15,000 Lumens	(HPS) (150W)	(Modern)	\$ 12.56	62
9,000 Lumens	(MH) (100W)	(Classic)	\$ 16.25	37
15,000 Lumens	(HPS) (150W)	(Classic)	\$ 17.39	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:

7,500 Lumens	(MV) (175W)	(Acorn, Round, or Octagonal Style)*	\$ 15.90	69
7,500 Lumens	(MV) (175W)	(Traditional)	\$ 12.01	69
7,500 Lumens	(MV) (175W)	(Shepherd)	\$ 23.92	69
7,500 Lumens	(MV) (175W)	(Modern)	\$ 11.91	69
7,500 Lumens	(MV) (175W)	(Classic)	\$ 16.55	69
10,000 Lumens	(MV) (250W)	(Acorn, Round, or Octagonal Style)*	\$ 17.00	95
20,000 Lumens	(MV) (400W)	Shoebox Type	\$ 19.94	159
36,000 Lumens	(MH) (400W)	Hatbox	\$ 30.87	159
40,000 Lumens	(MH) (400W)	Shoebox Type	\$ 26.97	159

RATE PER POLE

15' Aluminum Shepherd's Crook / Direct Buried (Mounted Height)	\$ 29.95
15' Aluminum Shepherd's Crook / Base Mounted (Mounted Height)	\$ 37.60
12' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.20
14' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.85
17' Standard Fiberglass (Mounted Height)	\$ 9.95
42' Square Aluminum/Direct Buried (35' Mounted Height)	\$ 26.80
42' Round Aluminum/Direct Buried (35' Mounted Height)	\$ 27.80
35' Round Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 32.70
35' Square Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 35.70

RATE 18

**UNDERGROUND
STREET LIGHTING**
(Page 2 of 2)

RESIDENTIAL SUBDIVISION CUSTOMER CHARGE

*The lights described above may be installed in new or existing residential subdivisions at the ratio of one light for either every four (4) or six (6) metered residences. An administrative charge of \$2.70 will be added to each fixture billed under this provision. Each monthly bill rendered will include an amount for the installed lighting. Such amount will be determined by adding the appropriate charges above for the installed luminaries, pole, and administrative charge and dividing such charge by either four (4) or six (6). This provision is applicable only if no other lighting option is available for the residential subdivision. This provision is not available for lighting parking lots, shopping centers, other public or commercial areas nor the streets of an incorporated municipality.

REPLACEMENT OF EXISTING SYSTEMS

In the event that the customer desires to replace an existing lighting system owned and operated by the company, the customer shall be required to pay to the Company an amount equal to the provision for early contract termination listed below.

PROVISION FOR EARLY CONTRACT TERMINATION

In the event that the customer terminates the contract prior to the end of the contract term, the customer shall pay as the termination charge the appropriate charges above excluding fuel for the remainder of the contract term; plus the sum of 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 of which shall in no case be less than zero.

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.

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. 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. Standard service for post top decorative lamps requiring underground wiring shall include one hundred twenty five feet of service conductor, all necessary trenching and back-filling in normal, unimproved soil. Non-standard equipment or installation in extraordinary conditions such as, but not limited to, landscaped areas, paved areas, or extremely rocky or wet soil will require the customer to pay the difference in cost between such non-standard equipment and/or extraordinary conditions and the standard service installed under normal conditions or pay 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. Service hereunder is subject to Rules and Regulations for Electric Service of the Public Service Commission of South Carolina.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both Dominion Energy South Carolina, Inc. and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. Dominion Energy South Carolina is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted or any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

**NORTH CHARLESTON FINANCE COMMITTEE
AGENDA ITEM**

Meeting of June 18, 2020

DATE: June 2, 2020

ITEM TITLE: An Ordinance authorizing the Mayor to execute any and all documents necessary and appropriate to grant a drainage easement on City properties identified as TMS #409-09-00-049, 3428 West Montague and TMS #409-09-00-050, 3432 West Montague (Council District 6)

SUBMITTED BY: Public Works

CONTACT PERSON: Mike Dalrymple, 745-1026

SUMMARY EXPLANATION:

The owner of a property adjacent to two City-owned properties located on West Montague Avenue in the vicinity of the Coliseum has requested a 15-foot drainage easement on the City's properties. Drafts of the easement plat and documents have been prepared illustrating this easement and are attached for reference. Approval of the easement would be contingent upon approval of the final form of the plat and easement document by the City's real estate legal counsel.

STAFF RECOMMENDATION:

Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATION:

COUNCIL COMMITTEE RECOMMENDATION:

CITY COUNCIL ACTION:

Exhibits

Resolution Ordinance Contract Minutes Plan/Map Transfer of Funds Other()

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND APPROPRIATE TO GRANT A DRAINAGE EASEMENT ON CITY PROPERTIES IDENTIFIED AS TMS #409-09-00-049 AND TMS #409-09-00-050 SUBJECT TO RECORDING OF THE PLAT AND EASEMENT DOCUMENTS

WHEREAS, the City of North Charleston owns parcels of land on West Montague Avenue identified as TMS #409-09-00-049 and TMS #409-09-00-050; and

WHEREAS, improvements to the adjacent property require connection to the stormwater system through the City’s two parcels; and

WHEREAS, the adjacent property owner has requested a small easement on the two City parcels in order to install the drainage line; and

WHEREAS, the City Council wishes to approve and authorize the Mayor’s execution of the documents necessary to grant said sewer easement, contingent upon approval of the final form of the easement plat and documents by the City’s real estate counsel;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND APPROPRIATE TO GRANT A DRAINAGE EASEMENT ON THE CITY PROPERTIES IDENTIFIED AS TMS #409-09-00-049 AND TMS #409-09-00-050, ILLUSTRATED FOR REFERENCE ON THE ATTACHED DRAFTS OF THE PLAT AND EASEMENT DOCUMENTS, CONTINGENT ON THE APPROVAL OF THE FINAL FORM OF THE EASEMENT PLAT AND DOCUMENTS BY THE CITY’S REAL ESTATE LEGAL COUNSEL AND SUBJECT TO THE RECORDING OF THE PLAT AND EASEMENT DOCUMENTS.

THE WITHIN ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this _____ day of _____, in the Year of Our Lord, 2020, and in the 244th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

ATTEST:

LEGAL COUNSEL

SANDY L. BROWN, MUNICIPAL CLERK

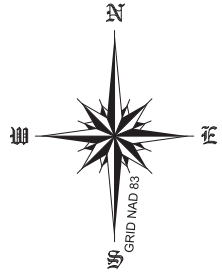
NOTES:

1. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. ZONING CRD (COMMERCIAL REDEVELOPMENT DISTRICT) FOR CURRENT ZONING AND SETBACK INFORMATION CONTACT THE CITY OF NORTH CHARLESTON PLANNING AND MANAGEMENT DEPARTMENT AT (843) 740-2627.
3. REFERENCE PLAT ENTITLED "MAP OF CAMPS SUBDIVISION NEAR LAMBS, IN GOOSE CREEK PARISH, CHARLESTON COUNTY"; PREPARED BY W.L. GAILLARD, SURVEYOR, DATED SEPTEMBER 15, 1953; AND RECORDED IN PLAT BOOK J @ PAGE 117.
4. THIS PROPERTY IS LOCATED IN ZONE "X" AS SHOWN ON FEMA MAP No. 45019C0482.J, DATED NOVEMBER 17, 2004.
5. NO TITLE SEARCH PERFORMED BY THIS OFFICE.
6. ELEVATIONS SHOWN ARE NAVD 88.

LINE	BEARING	DISTANCE
L1	N 84°57'24" E	75.62'
L2	N 84°57'24" E	21.28'
L3	N 05°02'36" W	5.00'
L4	N 05°02'36" W	20.00'
L5	N 84°57'24" E	75.65'
L6	N 84°57'24" E	36.28'

PARCEL B
TMS# 409-09-00-033
CITY OF NORTH CHARLESTON
DB: B215 @ PG: 742

-PARKING LOT-



LOT 4 & 5 BLOCK E
TMS# 409-09-00-053
SHS CHARLESTON, LLC.
DB: 776 @ PG. 727

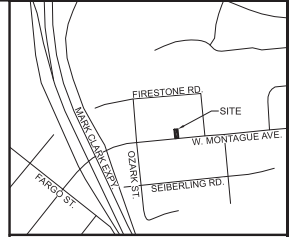
LOT 6 BLOCK E
TMS# 409-09-00-051
CHARLESTON INVESTCO LLC
14,999 Sq. Feet
0.34 Acres

LOT 7 BLOCK E
TMS# 409-09-00-050
CITY OF NORTH CHARLESTON
15,150 Sq. Feet
0.35 Acres

LOT 8 BLOCK E
TMS# 409-09-00-049
CITY OF NORTH CHARLESTON
15,232 Sq. Feet
0.35 Acres

PARCEL B
TMS# 409-09-00-033
CITY OF NORTH CHARLESTON
DB: B215 @ PG: 742

TONY WAY BOULEVARD
VARIABLE WIDTH PUBLIC RW



LOCATION MAP

LEGEND
For CONVEYANCE PURPOSES ONLY THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

STATE OF SOUTH CAROLINA
CITY OF NORTH CHARLESTON
PLAT OF PROPOSED 1,754 SQ. FT. DRAINAGE EASEMENT ON LOTS 7 & 8 BLOCK E, CAMPS SUBDIVISION TMS#S 409-09-00-050 & 409-09-00-049 PREPARED FOR: CHARLESTON INVESTCO, LLC. & THE CITY OF NORTH CHARLESTON

Drawn By:	CC	Job No.:	200013
Party Check:	BA	Proj. No.:	200013
Date:	MAY 27, 2020	Book:	409-09-00-051
Revised:	BK J @ Pg 117	Page:	BK 0747 @ Pg 854

Professional Land Surveying, Mapping and Planning
128 8th Avenue North
North Charleston, SC 29505
Phone: (843) 626-6962 / 6924
Fax: (843) 626-6962
Email: R.A.Warner@warnerandassociates.com

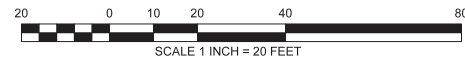
10' SCE&G (DOMINION) EASEMENT DB C204 PG 867, ALSO SHOWN IN PB L19 PG 0222

CERTIFICATE OF ACCURACY
I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the "Minimum Standards Manual for the Practice of Land Surveying in South Carolina", and meets or exceeds the requirements for a CLASS A survey as specified herein.

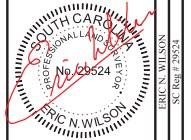
MAY 27, 2020
Date

Eric N. Wilson
Eric N. Wilson, P.L.L.S.

29524
S.C. Registration Number



WEST MONTAGUE AVENUE
[S-10-62]
(75' PUBLIC RW)



Prepared By and Return To:
CMS Law, LLC
Attn: C. Matthew Slocum
34 Rahn Road
Charleston, SC 29407

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “*Agreement*”) is made as of this _____ day of _____, 2020, by and between CITY OF NORTH CHARLESTON (“*Grantor*”) and CHARLESTON INVESTCO LLC, a South Carolina limited liability company (“*Grantee*”).

Preliminary Statement

Grantor is the owner of those certain parcels of land located in the City of North Charleston, Charleston County, South Carolina, described on Exhibit A attached hereto and incorporated herein by this reference (together, the “*Grantor Property*”), and Grantee is the owner of that certain parcel of land located in the City of North Charleston, Charleston County, South Carolina, described on Exhibit B attached hereto and incorporated herein by this reference (the “*Grantee Property*”). In conjunction with the development of the Grantee Property, Grantee desires to obtain a drainage easement over a portion of the Grantor Property for purposes of constructing and maintaining certain underground drainage facilities as provided herein. Grantor has determined that the foregoing easements benefiting the Grantee Property would not impair the use of the Grantor Property; accordingly, Grantor wishes to make a portion of the Grantor Property subject to certain easements for the benefit and development of the Grantee Property, on the terms set forth herein.

Now therefore, for and in consideration of Ten and 00/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows”

1. Preliminary Statement. The foregoing Preliminary Statement is incorporated herein by this reference as a material part of this Agreement.

2. Grant of Drainage Easement. Grantor hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, as the owner and for the benefit of the Grantee Property, a permanent, perpetual, non-exclusive commercial easement (the “*Drainage Easement*”) over that portion of the Grantor Property depicted on Exhibit C attached hereto and incorporated herein by reference (the “Drainage Easement Area”), for the purpose of constructing, installing, operating, inspecting, repairing, replacing and maintaining, all at Grantee’s cost, underground stormwater drainage facilities within the Drainage Easement Area to permit the discharge and runoff of stormwater from the Grantee Property across and through the Drainage Easement Area. All such construction, maintenance, repair and replacement shall be done in compliance with all laws and regulations, in good condition and repair, and in a lien free manner. The owner of the Grantor Property shall not alter, impair, or impede the Drainage Easement except for temporary

interruptions relating to routine maintenance or repairs which do not materially impair the rights of ingress, egress and regress granted hereby. The owner of the Grantor Property shall not erect any permanent barriers, impediments or improvements within the Drainage Easement Area which may impede or hinder the free flow of surface water through the Drainage Easement facilities. Grantee covenants and agrees to repair any damage done to the Grantor Property by the owner of the Grantee Property arising from the use of the Drainage Easement granted hereby.

3. Default. In the event of a default by Grantor or Grantee un this Agreement (a “**Defaulting Party**”), then the other party, in addition to any other remedies it may have available at law or in equity, shall have the right to exercise self-help if such default is not cured within thirty (30) days of receipt of written notice of the default (or immediately without notice in the event of an emergency situation) which self-help may include advances of monies to pay unpaid taxes or to cure other defaults of the Defaulting Party.

4. Agreement to Run with the Land. TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described herein unto Grantee, its successors and assigns, forever. The terms of this Agreement shall be appurtenant to, affect, and run with the title to the Grantor Property and the Grantee Property, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Amendment. This Agreement may not be modified or amended, in whole or in part, except by the written consent of Grantor and Grantee as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the Register of Deeds Office for Charleston County.

6. Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

7. Miscellaneous. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The undersigned parties represent and warrant that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

[Signatures on the following pages]

EXHIBIT A
(Grantor Property)

ALL those two (2) lots, pieces, parcels or tracts of land, with the buildings and improvements thereon, situate, lying and being in Camps Subdivision, near Lambs, in Goose Creek Parish, Charleston County, South Carolina, known and designated as Lots No. 7 and 8, of Block E, on a map of Camps Subdivision, made by W.L. Gaillard, Surveyor, dated September 15, 1953, and recorded in the RMC Office for Charleston County in Plat Book J, at Page 117; said lots together having the following boundaries and measurements according so said map, to wit: on the North by other lands of Williams Furniture Corporation and measuring thereon, one hundred fifty (150') feet; on the East by Lot 9, Block E, as shown on said map, and measuring thereon two hundred (200') feet; on the South by Goodrich Road as shown on said map, and fronting thereon on hundred fifty (150') feet; and on the West by Lot 6, of Block E, as shown on said map, and measuring thereon two hundred (200') feet, be all the said dimensions a little more or less.

TMS Nos.: 409-09-00-049 (Lot 8) & 409-09-00-050 (Lot 7)

EXHIBIT B
(Grantee Property)

ALL that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being in Camps Subdivision, near Lambs, in Goose Creek Parish, Charleston County, South Carolina, known and designated as Lots 6, Block E, on a map of Camps Subdivision made by W.L. Gaillard, Surveyor, dated September 15, 1953, and recorded in Plat Book J117, in the RMC Office for Charleston County; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS No.: 409-09-00-051

EXHIBIT C
(Drainage Easement Area)

ALL that piece, parcel or tract of land, lying situate and being in the City of North Charleston, Charleston County, State of South Carolina, and designated as “PROPOSED 15’ PRIVATE DRAINAGE EASEMENT” on a certain plat entitled “PLAT OF PROPOSED DRAINAGE EASEMENT & LOTS 6, 7, & 8, BLOCK E, CAMPS SUBDIVISION PREPARED FOR CHARLESTON INVESTCO LLC” dated May 20, 2020, by Eric N. Wilson of Robert A. Warner and Associates, Inc., a copy of which is attached hereto for reference.

SAID easement, as described, contains 1,754.1 sq. ft., or 0.0403 acres, more or less.