



Public Works Committee

8:00 a.m., August 6, 2020

1207 Palm Boulevard, Isle of Palms, South Carolina

Virtual Meeting Due to COVID-19 Pandemic:

The public may join the virtual meeting by clicking here: <https://www.youtube.com/user/cityofisleofpalms>

Public Comment:

Citizens may provide public comment here:
<https://www.iop.net/public-comment-form>

Agenda

1. **Call to order** - and acknowledgement that the press and public have been duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of previous meeting's minutes** – July 1, 2020
3. **Citizens' Comments** – Citizens may submit written comments here: <https://www.iop.net/public-comment-form> Comments received prior to the meeting will be entered into the record.
4. **Department Report** – Director Pitts and Assistant Director Asero; Vehicle maintenance, trash collection, and building maintenance tracking reports
5. **Old Business**
 - a. Update on Phase III Drainage Project and small internal projects
 - b. Discussion of outsourcing household garbage collection services
6. **New Business**
 - a. Discussion of development of a cutting agreement between the City and Dominion Energy ahead of next tree trimming cycle
 - b. Discussion of Section 3-2-5 (c) of the Code of Ordinances related to Leaves and Grass Clippings
7. **Miscellaneous Business**

Next Meeting Date: 8:00 a.m., Thursday, September 3rd, 2020
8. **Executive Session** – If needed
9. **Adjournment**



PUBLIC WORKS COMMITTEE

8:00am, Wednesday, July 1, 2020

**Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to order

Present: Council members Pounds, Smith, and Streetman

Staff Present: Administrator Fragoso, Director Pitts, Asst. Director Asero, Director Kerr

2. Approval of previous meeting's minutes – June 4, 2020

Council Member Streetman made a motion to approve the minutes of the May 13, 2020 meeting, and Council Member Smith seconded the motion.

3. Citizens' Comments – none

4. Department Reports – Director Pitts and Assistant Director Asero

Director Pitts said he did not have the data for garbage, yard debris, or miscellaneous collections for June. He did report that his vehicle maintenance budget ended FY20 right on budget.

Asst. Director Asero reported the work at Wills Way is complete and operational. He reported on several drainage projects including: Eadie's digging a vegetation ditch and cleaning pipes on 2nd Avenue, 28th Avenue, Forest Trail, and Allie Court, pumps being deployed at 32nd Avenue and Palm Boulevard and completely flowing, the completion of the swell reconstruction at 110 Sparrow Drive, 29th and Hartnett Blvd., and 23rd-24th and Hartnett Blvd., and completion of pipe cleaning at 32nd and Palm Boulevard. Council Member Smith asked about the possibility of putting some sort of cautionary signage at 29th Avenue and Hartnett as there is a new opening there people may be unaware of.

He also reported on various facilities maintenance being done as well as landscaping efforts at the Leola Hanbury Park and the installation of five palm trees on the connector sidewalk next to the Department of Public Works. He said the Pleasant Places is working in the park today.

5. Old Business

A. Update on Phase III Drainage Project and small internal projects

Administrator Fragoso reported that Thomas & Hutton has completed the specifications and the plans for all three outfalls and are permitting those projects separately as some mitigation may be required. She added, "they are working on the project and getting some details and cost estimates

for a mitigation project rather than paying credits for that because it is less expensive that way, and they are working on the coordination with the Water & Sewer Commission to do that. We are going to coordinate a meeting with the Wild Dunes Resort to get starting talking more about the potential impacts to the golf course and getting squared away when it comes to our drainage easements and any impact that would be necessary to know before design is complete for that mitigation project.”

Regarding the small internal drainage projects, she said the City is waiting on the final formal letters from DHCE and MS4. The bidding process can begin after those letters are received.

Administrator Fragoso reported that following the publishing of the agenda, they received a proposal from Thomas & Hutton for bidding assistance and construction services in the amount of \$28,000. She said the revised estimate for the project leaves room in the budget to cover these services. She added that she and Director Kerr have talked about reducing the scope of their bidding assistance to reduce some costs. She hopes to have all the necessary information available by the July Ways & Means Committee meeting.

B. Discussion of outsourcing household garbage collection services

Director Pitts reported he met with Carolina Waste and Republic regarding the costs of their garbage collection services and also collected information from Sullivans Island, Kiawah Island and Summerville on their outsourced garbage collection costs.

Administrator Fragoso reviewed their findings and analysis of possible outsourcing of garbage collection. While there are still missing pieces of data, the analysis indicates the City would not be saving any money having these services outsourced. Chair Pounds asked for the missing data to be added in when received.

6. New Business

A. Discussion of timeline to reinstate plastic ban on IOP businesses

Administrator Fragoso reported that the feedback received from a few business owners about returning to non-plastic containers was cost-related. They would like to see the waiver extended until the fall. Council Member Smith expressed concern about keeping the waiver past the August 24 expiration date, noting that the costs of pollution need to be considered. Council members Streetman and Pounds said they are open to extending the waiver. Council Member Smith suggested social media messaging to remind the public the plastics ban is still in effect on the beach. The topic will be revisited during the August meeting.

B. Discussion of drainage impacts of new construction and lot elevation on neighboring properties

Director Kerr gave a brief history of the work and recommendations made by the Planning Commission with regards to drainage planning during construction. He also detailed what is required of homeowners now if they plan to move “significant ground” on their property. He said what is currently in place works well but admits there are occasional issues.

Committee members discussed the drainage concerns at 408 Carolina Boulevard. Director Kerr said that the City has been very proactive in “racheting down” activities that could cause drainage issues.

7. Miscellaneous Business

The next meeting of the Public Works Committee will be Thursday, August 6, 2020 at 8:00am.

8. Adjournment

Council Member Streetman made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 9:10.

Respectfully submitted,

Nicole DeNeane
City Clerk

General duties

Sanitation:

17.12 tons of misc. debris was transported to Republic on Palmetto Commerce Pkwy. **

Landscaping/Road Maintenance:

Cleaned the IOP connector of heavy debris
Beach sweeps on Monday's, Thursday's and Saturday's in June and July
Operated 1 shift debris operations on Saturday August 1st

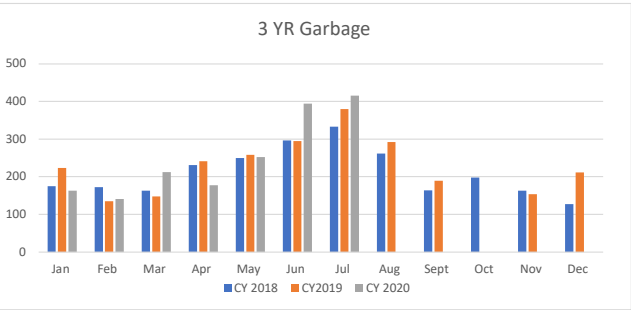
VEHICLE MAINTENANCE

Beginning Budget \$90,000.00

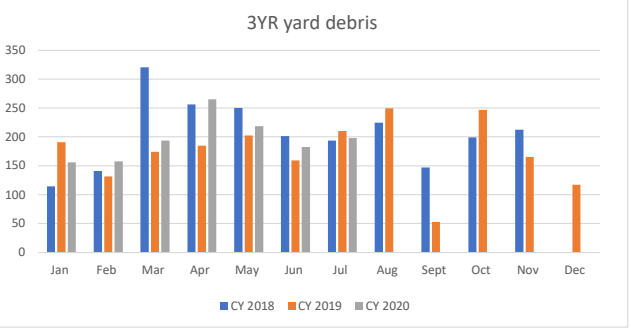
Fund 10 GENERAL FUND			
07/01/2020	10-4620.5017	VEHICLE MAINTENANCE	BEG. BALANCE 0.00
07/15/2020	AP INV	REPLACEMENT PARTS FOR TARP ON THE MACK PW28	525.25 525.25
07/16/2020	AP INV	SOLENOID FOR MACK FLAT BED PW 28	134.54 659.79
07/16/2020	AP INV	TUBING ASSEMBLY X 2 & ADAPTER PW28	134.26 794.05
07/31/2020	10-4620.5017	END BALANCE	794.05 794.05

END BALANCE \$89,205.95

	CY 2018	CY 2019	CY 2020
Column1			
Jan	174.69	223.61	162.77
Feb	172.71	135.17	140.66
Mar	163.25	147.4	212.04
Apr	230.87	241.17	177.52
May	249.85	258.45	252.56
Jun	296.1	294.31	394.38
Jul	332.64	379.48	415.12
Aug	261.2	292.36	
Sept	163.41	188.86	
Oct	198	Dorian	
Nov	163.27	153.27	
Dec	127.02	211.04	



	CY 2018	CY 2019	CY 2020
Column1			
Jan	114.3	190.61	155.93
Feb	140.72	131.74	157.44
Mar	320.2	174.3	193.74
Apr	256.24	184.59	265.04
May	249.91	202.48	218.67
Jun	201.29	159.4	182.49
Jul	193.36	209.97	198.07
Aug	224.47	249.39	
Sept	146.88	53.11	
Oct	199.28	246.75	
Nov	212.21	165.36	
Dec		117.26	



Action Items

See Drainage and Facility manager report (attached)

DEPARTMENT OF PUBLIC WORKS JULY 2020

Assistant director of Storm water and Facilities

Drainage

- SCDOT pipe cleaning of 21st-25th Palm Blvd.
- SCDOT ditch reconstruction of 21st-25th Palm.
- SCDOT installation of ROC at 25th Ave beach path drainage pipe.
- SCDOT Vac truck the ditch at 2206 Hartnett.
- SCDOT ditch reconstruction at 2204 Hartnett.
- Charleston county stormwater review plans for new home construction.

Facilities

- A/C return line installation at the DPW.
- Generator and transfer switch installation.
- Reviewing the cities current elevator contract.
- City wide elevator inspection.
- Scheduled state LLR elevator inspection repairs for PSB and station 2
- Estimate for elevator shaft sheet rock repair.
- Landscape cleanup of Morgan Creek grill.
- Weekly Morgan creek grill inspections.
- Secure all doors at the Morgan creek grill.
- A/C repair at city hall.
- Repair of railing at City hall.

Front beach / Restrooms

- Clean up of parking lot / Front beach Ocean Blvd. trash and debris.
- Ordering of supplies and managing cleaning crews for restrooms.
- Installation of construction fencing in the municipal lot with PD.

Landscaping / Rights of way / Connector / Parks

- Clean up of debris on the connector DPW/sweeping contractor.
- Maintenance of Palm Blvd and Waterway Blvd.
- 2nd review of scope of work with Pleasant Places for the season.
- Created a list for SCDOT of damaged rights of way on Palm Blvd.
- Palm tree pruning from Breach inlet to 21st.

Compactor / Dumpster

- Cleaned compactor pad and recycling area.

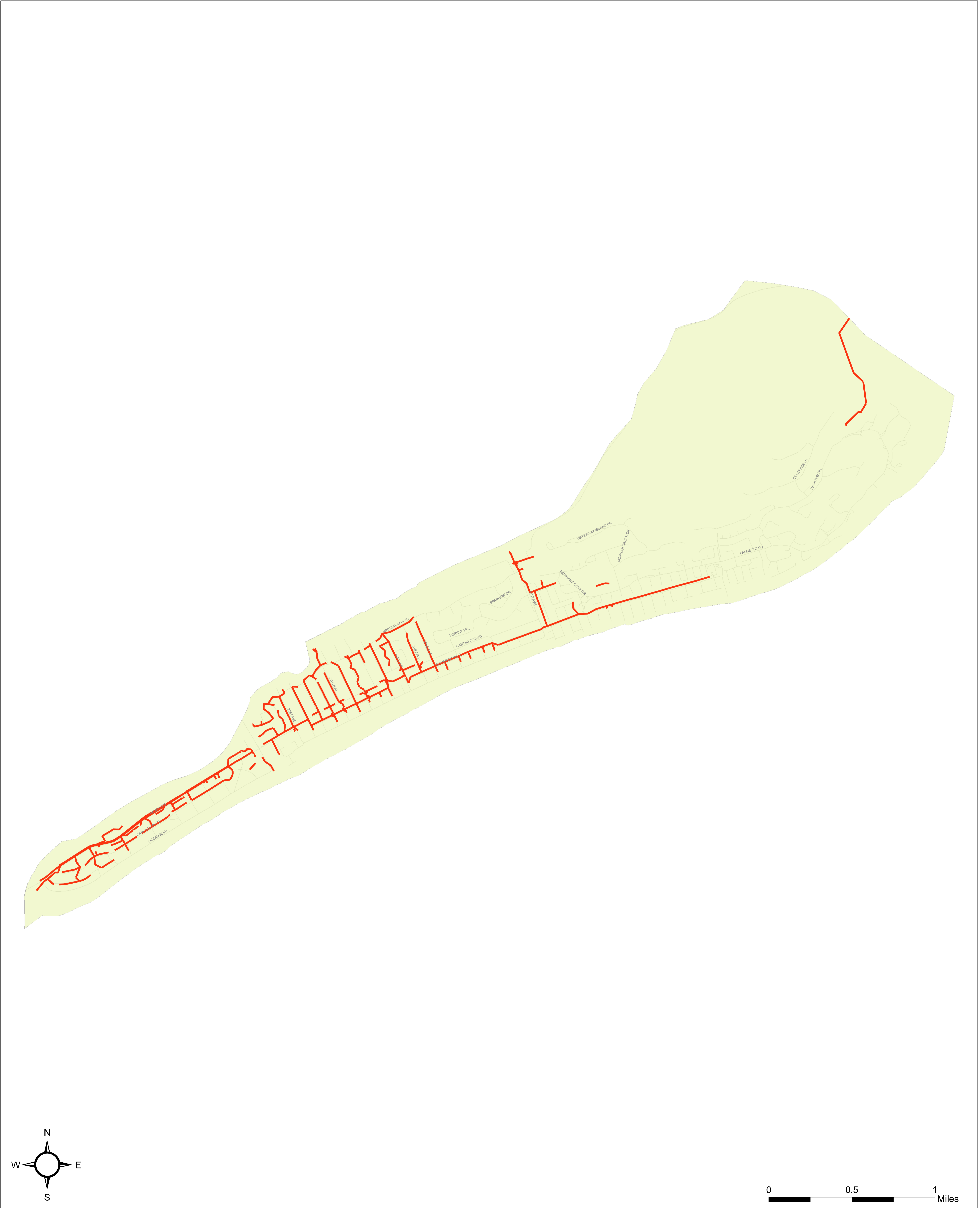
Certifications, training and meetings

- Safety team meeting.
- Monthly UST testing of Marina and DPW.
- Virtual meeting of the Isle of Palms emergency management plan with PD, FD and Recreation.
- Review of Public works software demos for facilities maintenance and drainage.

**City of Isle of Palms NSSF Balance
Dominion Energy South Carolina, Inc.
as of May 31, 2020**

Fiscal Year	Payment Year	Electric Revenue	Rate	Dominion Company Match	Isle of Palms Match	Beginning Balance	Current/Completed Projects	
<u>Current Five Year Period</u>								
2015	2016	13,967,168.34	0.005	69,835.84	69,835.84	139,671.68	6,767.08	OWIP 023019
2016	2017	13,667,111.48	0.005	68,335.56	68,335.56	136,671.12		
2017	2018	13,237,952.34	0.005	66,189.76	66,189.76	132,379.52		
2018	2019	12,619,807.05	0.005	63,099.04	63,099.04	126,198.08		
2019	2020	10,951,211.36	0.005	54,756.06	54,756.06	109,512.12		
		<u>64,443,250.57</u>	Total:	<u>322,216.26</u>	<u>322,216.26</u>	= <u>644,432.52</u>	<u>6,767.08</u>	<u>\$ 637,665.44</u>
Fund Balance								

Prepared by Jason Watkins, E&G Accounting, (803) 217-4569
Requested by Jennifer Hightower



**City of Isle of Palms
Overhead Lines**

TREE PROTECTION AGREEMENT

RECITALS

NOW, THEREFORE, BE IT RESOLVED, in consideration of foregoing recitals and the mutual promises contained herein, the City and the Company agree as follows:

ARTICLE I: DEFINITIONS

The following definitions shall apply to this Agreement:

1.1 "ANSI A300 Standards" means the most current version of the voluntary industry consensus standards for managing trees, shrubs, and woody plants, published by the American National Standards Institute ("ANSI"). ANSI A300 Standards are divided into multiple parts, each focusing on a specific aspect of woody plant management. ANSI requires that approved standards be developed according to accepted principles, and that such standards must be reviewed and, if necessary, revised, every five (5) years.

1.2 "City Code" means the Code of the City of Charleston, South Carolina.

1.3 "City Designee" means a representative of the City, who may be a City employee or third-party contractor, designated by the Director (as hereinafter defined). If no such person has been designated, the "City Designee" shall mean the Director. The City Designee shall be responsible for administering this Agreement on behalf of the City. Without limiting the foregoing, the Director, in the Director's discretion, may designate a separate City Designee for each Project. Except for the Director, any City Designee shall be an ISA-certified arborist.

1.4 "Company Designee" means a designated representative of the Company who is available for coordination and communication with the City Designee at all times, as determined necessary by the City Designee, with respect to each Project. Without limiting the foregoing, the Company, in the Company's discretion, may designate a separate Company Designee for each Project.

1.5 "Diameter Breast Height" or "DBH" means the total diameter, in inches, of a tree trunk or leaders, measured four and one-half feet (4½') above existing grade. In instances where a tree splits into leaders below four and one-half feet (4½') above existing grade and the leaders are physically attached above the ground and of the same species of tree, all leaders equal to or greater than six inches (6') inches D.B.H. shall be measured separately and count as one tree.

1.6 "Director" means the City's Director of the Department of Parks, as identified in Sec. 22-38 of the City Code, as may be amended.

1.7 "Grand Tree" means a tree twenty-four inches (24") or greater D.B.H.

1.8 "ISA" means International Society of Arboriculture.

1.9 "Project" means activities involving the pruning of trees in and around Utility Lines and Facilities by the Company, with each such Project being identified by the Company as part of the procedures outlined in Article III of this Agreement.

1.10 "Pruning" or "pruning" means cutting, trimming, substantial alteration, and/or pruning of trees.

1.11 "Utility Lines and Facilities" means lands, structures, and other facilities used in the generation, transmission, or distribution of electricity or natural gas.

ARTICLE II: TREE PROTECTION REQUIREMENTS

2.1 **Generally.** The City and the Company recognize the need to minimize the pruning and removal of trees, especially Grand Trees, which do not frustrate or substantially interfere with the intended purpose of construction or maintenance of Utility Lines and Facilities. Grand Trees are the most important trees, and the Company shall protect Grand Trees when reasonably feasible, consistent with the Company's responsibility to maintain safe clearance around Utility Lines and Facilities. Pruning of trees shall comply with accepted arboricultural practices, including ANSI A300 Standards.

2.2 Clearances.

2.2.1 **Generally.** Unless otherwise provided by federal or state law, existing contracts between the Company and its contractors, or due to safety considerations, the Company agrees to use reasonable efforts to implement a standard side clearance of ten feet (10'), a standard top clearance of twenty feet (20'), and a standard bottom clearance of ten feet (10').

2.2.2 **Conditions and Limitations.** Notwithstanding the standard clearances identified in Section 2.2.1 of this Agreement, pruning cuts shall continue to be made at the closest parent limb in order to preserve the long-term health of the tree. Certain conditions may also exist which militate in favor of a lesser clearance area around trees, including the following:

a. When parent limbs/leaders are of such significant size, i.e., ten-inch (10") diameter or greater, that removal of such parent limbs/leaders would jeopardize the health of the tree or substantially change the tree's appearance, such parent limbs/leaders should be preserved.

b. When significant-sized limbs, i.e., ten-inch (10") diameter or greater, push the neutral down far enough that it may be more reasonable to relocate the neutral above such limb than to remove the limb, the neutral should be relocated to preserve such limbs.

c. Significantly large tree trunks which are less than ten feet (10') from the outermost primary conductor generally should be preserved.

d. When pruning Grand Trees, effort shall be made to maintain standard clearance whenever possible; however, cuts shall continue to be made at the closest parent limb in order to preserve the long-term health of the tree. The City Designee may elect to have an arborist working on behalf of the City to be present when pruning activities are taking place on Grand Trees and may require

twenty-four (24) hour notice for any work to be performed on trees, including Grand Trees, identified by the City Designee to be special in nature.

e. The Company will use reasonable efforts to cut no more of the canopy in one (1) growing season than is necessary to meet applicable ANSI A300 Standards.

2.3. Foreman. The Company shall have one (1) "top trimmer/foreman," possessing appropriate qualifications, present at all times with each tree pruning crew for each Project. The Company shall make the qualifications of such "top trimmer/foreman" available to the City upon request.

2.4. Company Designee. The Company shall have at least one (1) Company Designee available to coordinate with the City Designee for each Project at all reasonable times, as determined necessary by the City Designee.

2.5. City Designee. The City shall have at least one (1) City Designee available to coordinate with the Company Designee for each Project at all reasonable times, as determined necessary by the Company Designee.

2.6. Rehabilitation of Damaged Trees. The City Designee may require the Company, at the Company's sole cost and expense, to take appropriate action to rehabilitate any trees damaged due to improper pruning techniques under the ANSI A300 Standards.

2.7. Tree Removal. If the City Designee determines, following a Project, that a tree displays questionable viability, structural integrity, or that a tree may display grossly compromised aesthetics due to improper pruning techniques, the Company will coordinate with the City and, if the tree is located on private property, the property owner(s), regarding the possible removal of the tree. The party removing the tree will be responsible for removal of all resulting debris.

2.8. Conflicts. If the pruning of trees on a particular property is delayed due to a conflict involving the City, a property owner, or the Company, then a follow-up meeting will be scheduled within a reasonable time among the property owner, the City Designee, and the Company Designee.

2.9. Removal of Debris. The Company shall timely remove all debris resulting from the pruning of trees.

2.10. Procedures. The Company shall implement and follow the "Procedures for Contractor Pruning Communication," set forth in Article III of this Agreement, within the requested timeframes.

2.11. Communication. For each Project, the Company shall post on its website a phone number and email address for concerned parties, including City residents, to use to communicate with the Company with respect to the Project.

2.12 Notice of Complaints. The Company shall use reasonable efforts to notify the City of any significant complaints received by the Company regarding the pruning or removal of trees within the City and to invite the City Designee and/or other City representative to attend any meetings with concerned residents.

ARTICLE III: PROCEDURES FOR CONTRACTOR PRUNING COMMUNICATION

3.1 Annual Procedures for Trimming in 2020 and Thereafter. For trimming during and after the year 2020, before the first of each year, and on a continuing basis thereafter with respect to any proposed changes, alterations, modifications, or amendments to the Company's planned tree pruning for such year, the Company shall provide to the Director the following information:

3.1.1 A map of pruning circuits for the next six (6) months to one (1) year.

3.1.2 A list of possible areas, locations, and target dates to commence and conclude pruning for each Project.

3.1.3 A list of possible contractors the Company may use.

3.1.4 Any changes in pruning standards.

3.1.5 A copy of pruning guidelines and contract specifications to be followed by each contractor.

3.1.6 The dates for any pre-pruning meetings with contractors.

3.2 Monthly Procedures. During the month prior to the commencement of a Project, and on a continuing basis thereafter with respect to any changes, alterations, modifications, or amendments to the Company's planned tree pruning for such month, the Company shall provide to the Director the following information:

3.2.1 The name and contact information of the Company Designee for each Project.

3.2.2 The dates on which the Company will provide or has provided notification to residents by postcards, including phone and email contact information.

3.2.3 The dates on which the Company will provide or has provided any press releases with respect to pruning.

3.2.4 A copy of all materials which will be sent or has been sent by the Company to residents regarding pruning.

3.2.5 A smaller map for pruning in specific locations with respect to each Project.

3.2.6 Approximate timeframes for the commencement and completion of each Project.

3.2.7 The dates of all public meetings with respect to each Project. The Company shall have a Company Designee attend each such meeting.

3.3 Procedures During Projects. During each Project, the Company shall provide the City Designee updates or other reasonable notification regarding pruning activities, timing of pruning, the location of pruning, prior notification of the pruning of any Grand Trees which the City has determined to be special in nature and for which the City has communicated that determination to the Company Designee, the timing for removal of debris, and other information the City Designee shall reasonably request regarding the Project.

3.4 Coordination.

3.4.1 City Designee. The Director shall provide the Company with the name and contact information of the City Designee for each Project within a reasonable time; provided, however, if the Director does not provide such information, the Director shall serve as the City Designee for the Project unless and until such information is provided to the Company.

3.4.2 Review. The City Designee shall coordinate and cooperate with the Company Designee in reviewing the information provided by the Company under this Article III, notifying the Company Designee of any objections or requests for additional information within a reasonable time, and meeting with the Company Designee in a timely manner to address and resolve any conflicts regarding the information provided.

ARTICLE IV: MITIGATION

Landscaping and other measures are recognized as valuable techniques to help mitigate the adverse impacts of removing trees for construction and maintenance. Mitigation may be required as a condition for approving the removal of Grand Trees. Mitigation is recognized to be especially important where planned Utility Lines and Facilities will cross, or run adjacent to, planned or existing public rights-of-way, or when the removal of a Grand Tree or Grand Trees will result in a substantial change in the appearance of landscaping along public rights-of-way or other public lands. Mitigation includes, but is not limited to, the planting of shrubs or understory trees to screen views or disrupt the uniformity along cleared utility rights-of-way, directional changes in the alignment of Utility Lines and Facilities at road crossings to disrupt straight views along cleared rights-of-way, and the bridging of lines over, or the tunneling of lines under, Grand Trees.

ARTICLE V: EMERGENCY PROVISIONS

In times of emergency, trees may be removed without prior approval of the City, consistent with the Company's responsibility to maintain safe clearance around Utility Lines and Facilities. The Company shall file a report with the City Designee indicating the number and location of trees removed and the nature of the emergency, within twenty-one (21) calendar days of the emergency.

In times of major emergencies, caused by disasters and acts of nature, the report filing period shall be extended.

ARTICLE VI: TERM

6.1 **Term.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and conclude on July 31, 2021. Upon conclusion of the Initial Term, this Agreement shall continue in full force and effect from year to year thereafter, until properly terminated by either party. Either party may terminate this Agreement at the end of the Initial Term, or its anniversary date any year thereafter, by giving written notice of its intention to terminate no less than 60 days prior to the proposed termination date.

6.2 Undergrounding Advisory Committee.

6.2.1 **Creation.** On or before July 31, 2019, the City shall establish an Undergrounding Advisory Committee to evaluate and recommend improvements to the City’s current undergrounding program for electric lines in areas served by the Company, especially focusing on the adverse impact of overhead lines on Grand Trees within residential neighborhoods.

6.2.2 **Membership.** The committee shall be comprised of nine (9) voting members, consisting of (a) the Mayor or the Mayor’s Designee; (b) the member of City Council serving as the chair of the City’s Committee on Public Works and Utilities; (c) two (2) representatives appointed by the Company; (d) two (2) members of City staff; (e) and three (3) residents of the City. Except for the Company’s representatives, the members of the committee shall be appointed by the Mayor.

6.2.3. **Terms.** The committee shall continue to meet during the term of this Agreement; provided, however, the committee may continue to meet after the term of this Agreement, in the discretion of the Mayor. The Mayor shall serve *ex officio*. Any member of City Council who serves on the committee shall serve for the earlier of: (1) two years; or (2) until the member no longer serves on City Council; provided, however, the first member of City Council to serve on the committee shall serve from July 31, 2019, through January 31, 2020, after which the Mayor may appoint a different member of Council to serve for two (2) years or until such member no longer serves on City Council. Any members of City staff on the committee shall serve at the pleasure of the Mayor. The Company’s representatives shall serve at the pleasure of the Company. All other members of the committee shall serve for the earlier of: (1) two years; or (2) until the member no longer resides in the City. If the committee continues in existence past two (2) years, the Mayor shall have discretion to stagger the terms of the members who serve as residents; provided, however, no resident may serve for a single term of more than two (2) years.

6.2.4 **Authority.** The committee shall act as an advisory board to city council, and may submit proposals and recommend feasibility studies to City Council, as appropriate. The committee shall evaluate the City’s undergrounding program, as well as tree protection ordinances and agreements, including this Agreement, relating to the protection of trees,

especially Grand Trees, during pruning and development activities by the Company. Any proposals or recommendations shall be considered by the appropriate standing committee of City Council prior to consideration by City Council. City Council shall retain full discretion to approve, in whole or in part, or disapprove, any proposals or recommendations of the committee.

6.2.5 Officers. The committee shall annually appoint, by majority vote, the chairperson and vice-chairperson of the committee. The Mayor shall annually appoint the committee's secretary, who may be a member of the committee or a member of City staff. The secretary shall coordinate with the City's Office of Corporation Counsel and Clerk of Council with respect to Freedom of Information Act ("FOIA") requirements and the preparation, publication, and posting of the committee's agendas and minutes, as required. The secretary shall keep a record of the committee's proceedings, which the secretary shall deliver to the Clerk of Council in a timely manner for maintenance as a public record.

6.2.6 Rules of Order. The committee shall adopt its own rules of order, which shall comply with any City ordinances adopted or to be adopted specifically governing the committee or governing committees generally, and with FOIA. Except as otherwise provided in the rules of order adopted by the committee, the rules of parliamentary practice contained in the current edition of Robert's Rules of Order, as amended, shall govern the committee in all cases to which they are applicable.

6.3 Progress. Without limiting Section 6.2 of this Agreement, the parties agree to continue with good faith efforts on evaluating any proposed amendments to this Agreement and the feasibility of undergrounding.

ARTICLE VII: BREACH OF AGREEMENT

Upon the Company's breach of this Agreement, the Company shall lose its exemption from the requirements of Part 6 under Sec. 54-326.g of the City Code. Otherwise, the City's remedies for the Company's breach of this Agreement shall be limited to declaratory and/or injunctive relief or mitigation in accordance with Article IV or the City's other ordinances relating to tree protection. The City may reinstate the Company's exemption under Sec. 54-326.g of the City Code if the City Designee determines that acceptable mitigation or other measures have been taken to remedy the breach. The Company's remedies for the City's purported breach of this Agreement shall be limited to declaratory and/or injunctive relief. A non-breaching party may terminate this Agreement due to the material breach of this Agreement by the other party upon sixty (60) days written notice if the party in material breach of this Agreement fails to cure the breach within such notice period.

ARTICLE VIII: MISCELLANEOUS

8.1 No Waiver of Exemption. By entering into this Agreement, the Company does not waive any exemption to the Ordinances to which the Company may be entitled by operation of federal, state, or local laws.

8.2 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) delivered in person to the address set forth below for the party to whom the notice was given; (ii) three (3) business days after having been sent, by certified mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) on the next business day with respect to any notification provided to the recipient by electronic mail to the electronic mail address specified below; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below. Any notice sent as required by this provision and refused by the recipient shall be deemed delivered as of the date of such refusal. For purposes of this provision, the addresses of the parties for all notices are as follows:

If to the Company: Dominion Energy South Carolina, Inc.
Attention: _____

Email: _____

With a copy to: Dominion Energy South Carolina

Attention: _____

E-mail: _____

If to the City: City of Charleston
Mayor's Office
80 Broad Street
Charleston, SC 29401
Email: _____

With a copy to: City of Charleston
Department of Parks
Attention: Director of Parks Department

Charleston, South Carolina _____
Email: _____

With a copy to: Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401
Email: herdinas@charleston-sc.gov
Facsimile: 843-724-3706

Either party may, from time to time, by notice in compliance with this paragraph, designate a different name and/or address to which notices shall be sent.

8.3 Days: Dates. Unless other specified herein, all references to "day" or "days" in this Agreement shall mean a calendar day or calendar days. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday, or City holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or City holiday.

8.4 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

8.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, except that Section 8.6 and Section 8.10 of this Agreement shall not be severable, and this Agreement shall be void and of no effect if Section 8.6 or Section 8.10 of this Agreement are declared to be ineffective or invalid under applicable law.

8.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the pruning and/or removal of trees by the Company under the Ordinances and supersedes all prior agreements and understandings, oral, written or otherwise, relating to thereto. Notwithstanding the foregoing, this Agreement shall not supersede any of the following: (1) the jurisdiction of the Federal Energy Regulatory Commission with respect to transmission vegetation management or otherwise; (2) the jurisdiction of the South Carolina Public Service Commission to regulate electric and gas utilities or suppliers; (3) the franchise agreements between the City and the Company, which are not changed, altered, amended, extended, superseded, or modified by this Agreement; (4) any easements, leases, licenses, or other agreements between the parties, whether or not recorded; and (5) any other provisions of the City Code which may apply to the Company. Nothing in this Agreement restricts the ability of the Company to maintain safe clearance around utility lines and facilities.

8.7 Amendment. This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

8.9 Recitals. The recitals are an integral part of this Agreement.

8.10 No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City or the Company under applicable laws. This Agreement does not confer any new right, title, or interest in private property, property owned by the City, City rights-of-way, or the property of the Company to the City or the Company.

8.11 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement (the “Effective Date”) will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[COMPANY'S SIGNATURE PAGE TO TREE PROTECTION AGREEMENT]

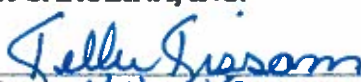
IN WITNESS WHEREOF, Dominion Energy South Carolina, Inc. has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the
Presence of:


First Witness


Second Witness

DOMINION ENERGY
SOUTH CAROLINA, INC.

By: 
Print Name: Keller Kisson
Its: President

Date: 20 Aug 19

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[CITY'S SIGNATURE PAGE TO TREE PROTECTION AGREEMENT]

IN WITNESS WHEREOF, the City of Charleston, a South Carolina municipality, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the
Presence of:

Vanessa Luvon Maybank

First Witness

Jennifer Cook

Second Witness

CITY OF CHARLESTON

By: [Signature]
Print Name: John J. Tecklenburg
Its: Mayor

Date: 6/18/19

Sec. 3-2-5. - Trash collection.

- (a) No waste which at the time of collection is defined by the United States Environmental Protection Agency or the State Department of Health and Environmental Control as hazardous waste shall be collected by the City.
- (b) No tires, batteries, motor oil, petroleum products or auto parts of any kind will be collected by the City. Proper disposal of same shall be the responsibility of the owner or person in possession of the same.
- (c) *Leaves and grass clippings.* All leaves and grass clippings shall be placed at the curb in front of the property in bio-degradable paper bags or plastic containers for collection. No plastic bags shall be used for the disposal of leaves or grass clippings. No household garbage or other materials may be placed with leaves or grass clippings. No mixed materials or plastic bags will be collected by the City. Home composting of leaves and grass clippings is encouraged.
- (d) Logs, limbs, brush, and like materials shall be placed at the curb in front of the property in the following manner:
 - (1) Length of material shall not exceed four feet.
 - (2) Diameter of material shall not exceed four inches.
 - (3) The City will only collect materials as listed in this category which are generated by routine landscape maintenance on developed lots. Debris generated by grading or clearing of undeveloped property shall be disposed of by the party generating such debris.
 - (4) When placed at the curbside for collection, materials shall not obstruct access to water meters, stormwater collection boxes, sewer manhole covers, or fire hydrants.
 - (5) No garbage shall be mixed with the items listed in this category.
 - (6) No plastic bags shall be used for the disposal of any items listed in this category.
- (e) Building materials, furniture or other trash shall be placed at the curb in front of the property for collection in the following manner:
 - (1) Any single collection day will be limited to the equivalent of ninety (90) gallons in volume.
 - (2) No hazardous waste as defined in subsection (a) of this section will be collected by the City.
 - (3) No roofing shingles will be collected by the City.
 - (4) No building materials or other trash generated by a contractor shall be collected by the City.
 - (5) Items within this category shall be separated at the curb for collection. Any materials in these categories that are mixed together shall not be collected by the City.
 - (6) No garbage shall be mixed with the items in this category.
- (f) Collection days shall be designated by the City from time to time. Reasonable notice will be given by the City of collection schedules or practices.

(Code 1994, § 3-2-5; Ord. No. 1993-8, 5-25-1993; Ord. No. 1997-16, § 4, 8-26-1997; Ord. No. 1998-8, 4-28-1998; Ord. No. 2011-03, § 1, 3-22-2011)