

Public Works Committee

8:00 a.m., September 3, 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 August 6, 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
 - c. Discussion of development of cutting agreement between the City and Dominion Energy ahead of next tree trimming cycle
 - d. Discussion of Dominion Energy's Non-Standard Service Fund and list of eligible projects
- 6. New Business
- 7. Miscellaneous Business

Next Meeting Date: 8:00 a.m., Thursday, September 3, 2020 Shred Day: 9:00 a.m. – 12:00 p.m., Saturday, September 26, 2020

- 8. Executive Session If needed
- 9. Adjournment



PUBLIC WORKS COMMITTEE 8:00am, Thursday, August 6, 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

2. Approval of previous meeting's minutes – July 1, 2020

Council Member Smith made a motion to approve the minutes of the July 1, 2020 meeting, and Council Member Streetman seconded the motion. The minutes passed unanimously.

3. Citizens' Comments

Comments were read into the record by the City Clerk.

Lawrence Milley, 105 Sparrow Drive spoke with concern about the noise and smell issues coming from the wastewater treatment plant. He believes both are problematic for his family's health and wellbeing.

Sally Weisman, 35 Fairway Dunes Lane, had questions about the blue recycle and yellow garbage cans on the beach, asking about the pickup schedule and issues related to overflow.

These comments in their entirety can be found on the City's website alongside the agenda for this meeting.

4. Department Reports – Director Pitts and Assistant Director Asero

Director Pitts said July's garbage collection of 415 tons is a record for his time as Director of Public Works. He said that it may be time to consider having one of the condominium complexes move to a commercial dumpster. He said the individual user would not see any change in service, and if the complex consolidates its pickups, it could save them money.

He also reported that the Public Works staff is nearly caught up on yard debris collection. He said he may need to run into overtime to stay on top of the yard debris and miscellaneous garbage. Administrator Fragoso spoke with concern about the amount of debris (beach chairs, beach toys, tents, etc.) left on the beach. She said staff will brainstorm about how best to handle/manage this issue.

Assistant Director Asero reviewed the activities regarding stormwater and facilities maintenance for the month of July. He said SCDOT has been on the island and worked on pipe cleaning and ditch reconstruction at 21st-25th Palm Boulevard, the installation of ROC at the 25th Avenue beach path drainage pipe, the vacuuming of the ditch at 2206 Hartnett, and ditch reconstruction at 2204 Hartnett. He has also been working with Pleasant Places, helping them to refine their scope of work. He said they have been very responsive.

Facilities work included the installation of an air conditioning line at the Department of Public Works, city-wide elevator inspection, landscape clean up and inspections at Morgan Creek Grill. He said the Front Beach trash and debris is being clean weekly.

Palm tree pruning from 21st Avenue to Breach Inlet will start soon. Director Pitts said this trimming is part of a 2-year cycle and is for aesthetics only. He said the cost of the trimming has not increased in several years since DPW staff picks up the trimmed fronds.

5. Old Business

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

Administrator Fragoso reminded Committee members of Council's approval of the change order to have Thomas & Hutton to take over the bidding and construction oversite of the small internal projects. She said the bid packages should be done in 40 days. Construction is expected to take 3 months, and they hope to have it completed by the end of 2020.

With regards to the Phase II Drainage Project, she reported that Thomas & Hutton are working on the mitigation efforts around the 41st Avenue outfall. She said they are analyzing the costs and benefits of various mitigation options as well as identifying other options for the City to pay mitigation credits. Permits for this project are expected by the end of the year.

B. Discussion of outsourcing household garbage collection services

Director Pitts said he was still waiting on more data to complete this study. Treasurer Suggs will attend the next Public Works meeting to go through the assumptions for the study. Administrator Fragoso said they have had trouble getting hard numbers as companies are not inclined to give prices outside of a formal bid process.

6. **New Business**

A. Discussion of development of a cutting agreement between the City and Dominion Energy ahead of the next tree trimming cycle

Council Member Pounds said it is important for the City to be proactive in its relationship with Dominion Energy. He referred to the sample agreement between Dominion Energy and Charleston County included with the agenda.

Administrator Fragoso said there is time to work with an arborist before the next scheduled cutting. Additionally, there is time to develop a planning document for undergrounding utility lines and how best to use the monies (approximately \$637,000) in the non-standard use fund. Council Member Smith noted that Charleston County created a committee to look into the

undergrounding of utility lines. She also asked about transplanting the palms prior to the next tree cutting, and Administrator Fragoso said the cost of transplanting the trees is three times that of planting a new tree.

Committee members discussed the value of undergrounding in certain areas. Council Member Pounds asked that Administrator Fragoso and Director Pitts come up with a plan about how best to move forward with regards to Dominion Energy and undergrounding utilities, whether that means sending the matter to the Planning Commission, creating an advisory committee, or another option.

Administrator Fragoso mentioned funding options for undergrounding utility lines include use of the monies in the non-standard fund, Dominion Energy, local municipalities, and sometimes resident funding when it is applicable to their neighborhoods.

B. Discussion of Section 3-2-5© of the Code of Ordinances related to Leaves and Grass Clippings

Director Pitts said he had received some complaints from residents who said that the Public Works should be cleaning up what is left behind in yards following yard debris pickup. He said there is not enough staff or staff time to do that for each property. Committee members suggested that staff use social media to communicate the proper way for residents to dispose of leaves and grass clippings.

7. Miscellaneous Business

The next meeting of the Public Works Committee will be Thursday, September 3, 2020 at 8:00am.

8. **Adjournment**

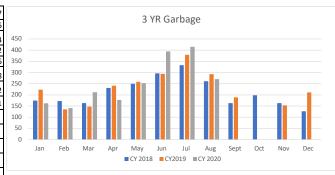
Council Member Streetman made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 9:09am.

Respectfully submitted,

Nicole DeNeane City Clerk

CY 2018 CY2019 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	270.71
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	258.37
Sept	146.88	53.11	
Oct	199.28	246.75	
Nov	212.21	165.36	
Dec		117.26	



See Drainage and Facility manager report (attached)

General duties

Sanitation:

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

Began transport of all household garbage to Bees Ferry on August 25, 2020

Per instructions from Charleston County

Landscaping/Road Maintenance:

Cleaned the IOP connector of heavy debris

Beach sweeps on Monday's, Thursday's and Saturday's in August

		VEHICLE MAINTENAL	NCE Por	ginning Budget \$	00 000 00
		VEHICLE WAINTENAL	TCL DE	giiiiiig buuget 3	30,000.00
Fund 10 GENERAL FUI	ND				
08/01/2020	10-4620.5017	VEHICLE MAINTENANCE	BEG	B. BALANCE	794.05
08/12/2020 AP INV	PW 21 PWD 2002	MACK TOWED FROM BEES	FERRY LAND	375.00	1,169.05
08/13/2020 AP INV	CAT LOADER -	SERVICE CALL SWITCH TIRE		315.65	1,484.70
08/14/2020 AP INV	PW24 REELED HO	SE ASSEMBLY FOR PWD		111.87	1,596.57
08/17/2020	PW-16 2016 MA	CK - PM SERVICE & INSPECT	10	1,271.59	2,868.16
08/18/2020 AP INV	2019 RAM 1500 -	OIL CHANGE - 19,303 MILE	3026-18423	96.64	2,964.80
08/19/2020 AP INV	(3) PREMIUM-XTRE	EME 925 CCA ST & SOLID W	Α	322.05	3,286.85
08/19/2020 AP INV	PW-26 2014 MACK	PM SERVICE - EXPANSION		2,018.98	5,305.83
08/20/2020 AP INV	CAT LOADER - SERV	VICE CALL (2) TIRES -		2,170.62	7,476.45
08/31/2020	10-4620.5017	END BALANCE		6,682.40	7,476.45
	Rema	ining Balance			82,523.55

DEPARTMENT OF PUBLIC WORKS AUGUST 2020

Assistant director of Storm water and Facilities

Drainage

- SCDOT repaired broken pipe on Charleston Blvd.
- Eadies ditch reconstruction of 2nd Ave ditch.
- Eadies Vac truck at Wildwood and Sand dollar.
- Vegetation clean up at 205 Forest Trail.
- Charleston county stormwater review plans for new home construction.
- Meeting with SCDOT for Hartnett Blvd.

Facilities

- City Hall generator battery replacement.
- Estimate for elevator shaft sheet rock repair.
- Landscape cleanup of Morgan Creek grill.
- Weekly Morgan creek grill inspections.
- Secure MCG with additional construction fence and barricades.
- Estimate and scheduling of window film for heat reduction at City Hall.
- Scheduled replacement of locks 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.
- Irrigation repair for the municipal lot.

Landscaping / Rights of way / Connector / Parks

- Clean up of debris on the connector DPW/sweeping contractor.
- Maintenance of Palm Blvd, Waterway Blvd and 21st Ave. DPW
- Cleaning/widening of bike path on Palm Blvd from 5th- 7th Ave. DPW
- 21st 57th Palm Blvd. shoulder assessment for paid parking.
- Assessment with contractor to repair shoulder for paid parking on Palm Blvd.
- Created a list of damaged rights of way on Palm Blvd for SCDOT.
- Palm tree pruning from Breach inlet to 21st Ave.
- Meeting with landscape architect for PSB.
- City wide irrigation inspection.
- Removal of sand on the 21st Ave beach walkover.

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.

CITY OF ISLE OF PALMS - PUBLIC WORKS AND DRAINAGE - EXPENDITURE DETAIL - ALL FUNDS WITH POTENTIAL SAVINGS FROM OUTSOURCING

		ACTUAL FY19	FORECAST FY20	BUDGET FY21	POTENTIAL REDUCTION FROM OUTSOURCING GARBAGE SVC ONLY	POTENTIAL REDUCTION FROM OUTSOURCING GARBAGE, YARD DEBRIS & MISC	NOTES
	GENERAL FUND - PUBLIC WORKS						
10-4610.5001	SALARIES & WAGES	527,534	563,592	550,706	(245,270)	13474371	Current staff includes 9 CDL positions and 2 Director/Asst Director positions. Assume 5 CDL positions can be eliminated from outsourcing garbage and 8 CDL positions can be eliminated from outsourcing garbage, yard debris and miscellaneous pickups.
10-4610.5002	OVERTIME WAGES	6,411	10,999	9,796	(5,442)	(8,708)	Includes OT provision for beach cleanup as needed. Forecast increase is 2.5% per year
10-4610.5004	FICA EXPENSE	40,082	43,956	42,878	(19,179)	(30,687)	FICA rate is 7.65%
10-4610.5005	RETIREMENT EXPENSE	72,216	89,406	92,819	(41,518)	(66,429)	SCRS employer contribution rates are 15.56% in FY20 and increase 1% per year until 2023
10-4610.5006	GROUP HEALTH INSURANCE	70,661	91,358	89,926	(34,795)	(55,672)	PEBA rates + 5% increase on January 1
10-4610.5007	WORKMEN'S COMPENSATION	29,420	36,450	36,443	(16,397)	(26,235)	
	Subtotal PUBLIC WKS Wages & Frir	746,325	835,762	822,569	(362,601)	(580,162)	
	% Increase/(Decrease) from Prior Y	ear	12%	-2%			
10-4620.5010	PRINT AND OFFICE SUPPLIES	2,916	1,500	1,500	-	-	-
10-4620.5014	MEMBERSHIP AND DUES	466	500	500	-	-	
10-4620.5015	MEETINGS AND SEMINARS	99	200	500	-		Attendance at stormwater managers meetings
10-4620.5016	VEHICLE, FUEL & OIL	73,819	67,000	75,000	(18,150)	(54,300)	Currently operate 6 packers, 2 flatbeds, a caterpillar loader, and 6 pickup trucks. Fuel usage averages 20% UNL (pickups) and 80% Diesel (all other). Assume 2 packers and 2 pickups can be eliminated from outsourcing garbage only and 6 packers, 1 flatbed and 3 pickups can be eliminated from outsourcing garbage, yard debris and misc.
10-4620.5017	VEHICLE MAINTENANCE	86,111	90,000	90,000	(21,780)	(65,160)	Increased based on actual. Aging equipment requires more maintenance. See fuel note.
10-4620.5020	ELECTRIC AND GAS	76,500	76,000	76,000			Includes approximately \$60,000 for electric service to all IOP streetlights
10-4620.5021	TELEPHONE/CABLE	13,386	14,000	14,000			-
10-4620.5022	WATER AND SEWER	7,098	4,500	4,500	(2,000)	(3,000)	-
10-4620.5025	NON-CAPITAL TOOLS & EQUIPMEN	3,846	2,000	7,000			
10-4620.5026	MAINT & SERVICE CONTRACTS	7,710	13,000	13,000			Includes addition for monthly janitorial service
10-4620.5027	MACHINE/EQUIPMENT REPAIR	2,661	5,000	4,000			
10-4620.5041	UNIFORMS	10,559	10,880	11,000	(6,111)	(9,778)	Weekly uniform service + \$100/yr per employee for steel-toed boots
10-4620.5044	CLEANING/SANITARY SUPPLY	3,541	2,500	2,500	(500)	(1,000)	·
10-4620.5049	MEDICAL AND LAB	2,786	3,500	3,000	(1,364)	(2,182)	
10-4620.5054	STREET SIGNS	-	2,500	2,000			Covers island wide street name signs only as needed.
10-4620.5062	INSURANCE	40,102	45,000	50,000	(22,727)	(36,364)	Forecast 2% annual increase each year
10-4620.5063	RENT AND LEASES	172	1,950	1,950			Covers hydrogen and acetylene tanks for welding and timeclock rental
10-4620.5064	EMPLOYEE TRAINING	55	300	300			
10-4620.5065	PROFESSIONAL SERVICES	1,080	2,000	2,000			DHEC and UST testing
10-4620.5066	TEMPORARY LABOR	180,553	190,000	200,000	(111,111)	(177,778)	Includes provision for additional services if needed, such as right-of-way maintenance and Front Beach parking lot and compactor cleanup.
10-4620.5067	CONTRACTED SERVICES	298	1,000	1,000			Covers annual shred day service
10-4620.5079	MISC. & CONTINGENCY EXP	1,683	1,000	1,000			
10-4620.5089	GARBAGE CART PROCUREMENT	13,776	7,000	7,500			replenish roll cart inventory. New carts are sold for \$75
	Subtotal PUBLIC WKS Operating Ex_		541,330	568,250	(183,743)	(349,561)	
	% Increase/(Decrease) from Prior Yo	ear	2%	5%			
	TOTAL GENERAL FUND PUBLIC WKS		1,377,092 8%	1,390,819	(546,344)	(929,723)	
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CITY OF ISLE OF PALMS - PUBLIC WORKS AND DRAINAGE - EXPENDITURE DETAIL - ALL FUNDS WITH POTENTIAL SAVINGS FROM OUTSOURCING

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		ACTUAL FY19	FORECAST FY20	BUDGET FY21	POTENTIAL REDUCTION FROM OUTSOURCING GARBAGE SVC ONLY	POTENTIAL REDUCTION FROM OUTSOURCING GARBAGE, YARD DEBRIS & MISC	NOTES
	CAPITAL PROJECTS FUND						
20-4640.5017	VEHICLE MAINTENANCE		_			_	
20-4640.5025	NON-CAPITAL TOOLS & EQUIPMEN	_	_	_	-	-	
20-4640.5026	MAINT & SERVICE CONTRACTS	81,564	12,000	12,607	_	-	Provision for facilities maintenance = 1% (FY21) or 2% (FY22-25) of insured building value including wash station.
20-4640.5065	PROFESSIONAL SERVICES	19,300	-	-	-	-	-
20-4640.5084	CAP OUTLAY PH 2 - 5 DRAINAGE	1,141,894	90,000	3,120,000	_	_	FY21 includes \$2.9 million drainage outfall project (funded with bond issue) and \$200,000 to elevate and improve the Waterway Blvd multi-use path as part of the drainage project. Also includes \$20k for feasibility study and cost study related to path.
					_	_	FY21 Incls \$250,000 for a comprehensive drainage plan. FY23-25 incls \$250,000 for small drainage projects (another \$250,000/yr incl in Muni Atax
20-4640.5086	DRAINAGE EXPENSE CONTINGENCII	<u> </u>	70,000	320,000	-	-	Fund). Also \$70,000/year annual drainage contingency.
	TOTAL	1,409,842	172,000	3,452,607	-	-	
	% Increase/(Decrease) from Prior Y	'ear	-88%	1907%			
	MUNICIPAL ACCOMMODATIONS TA	AX					
30-4620.5026	MAINT & SERVICE CONTRACTS	50,945	15,000	29,000	-	-	Charleston Co solid waste disposal fees on Front Beach compactor and beach trash dumpsters (\$9,000), right of way maintenance (\$6,000), beach path maint (\$2,500), additional mowing of underbrush/limbs in busy season (\$10,000) and wayfinding sign maint (\$1,500).
30-4620.5054	STREET SIGNS	93	3,000	3,000	-	-	Covers information signs in Front Beach and Beach Path areas
30-4620.5067	CONTRACTED SERVICES	-	-	-			
30-4620.5079	MISCELLANEOUS	2,350	-	-	-	-	Provision for pooper scooper supplies moved to Police Dept Animal Control
30-4620.5086	DRAINAGE	-	184,538	500,000	-	-	FY21 incls \$500k rebudget of high impact projs (engineering & design substantially complete in FY20, but construction not likely until FY21). Includes annual ditch maintenance in FY22-25. FY21 ditch maintenance in Hosp Tax Fund. FY23-25 includes 250,000 for small but potentially high impact projects within the basin area as identified by Thomas & Hutton.
	TOTAL	53,388	202,538	532,000	-	-	
	% Increase/(Decrease) from Prior Y	'ear	279%	163%			
	HOSPITALITY TAX						
35-4620.5026	MAINT & SERVICE CONTRACTS	80,731	100,000	193,800	-	-	City-wide landscaping contract = approx \$70,500/year (base price). Add'l provision provides avail funds for improved landscaping/irrig. This line item is managed by the Asst Public Works Director.
35-4620.5067	CONTRACTED SERVICES	69,952	70,000	70,000	-	-	Covers street sweeping contract (Connector, Ocean Blvd, Palm Blvd) + commercial dumpster service. Prior to FY19, the dumpster service was paid for out of the Muni Atax fund.
35-4620.5086	DRAINAGE			198,288			FY21 includes annual ditch maintenance
	TOTAL	150,683	170,000	462,088	-	-	
	% Increase/(Decrease) from Prior Y	'ear	13%	172%			
	STATE ACCOMMODATIONS TAX						
50-4620.5026	MAINT & SERVICE CONTRACTS	28,750	-	-			
50-4620.5079	MISCELLANEOUS	3,972	7,500	7,500	-	-	Annual provision for beach trash cans. Prior to FY20, this line included pooper scooper expenses that are now included in Police Dept Animal Control in the Muni Atax fund.
	TOTAL	32,722	7,500	7,500	-	-	
	% Increase/(Decrease) from Prior Ye	ear	(1)	-			
TOTAL ANNUAL	L CAPITAL COST (Note 1)	146,533	146,533	146,533	(40,000)	(113,000)	Currently operate 6 packers, 2 flatbeds, a caterpillar loader, and 6 pickup trucks. Assume 2 packers and 2 pickups can be eliminated from outsourcing garbage only and 6 packers, 1 flatbed and 3 pickups can be eliminated from outsourcing garbage, yard debris and misc.
GRAND TOTAL	PUBLIC WORKS OPERATING EXP	3,068,707	2,075,663	5,991,547	(586,344)	(1,042,723)	
	% Increase/(Decrease) from Prior Ye		-32%	189%	(300)0111	(=,- :=,: ==)	
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CITY OF ISLE OF PALMS - PUBLIC WORKS AND DRAINAGE - EXPENDITURE DETAIL - ALL FUNDS WITH POTENTIAL SAVINGS FROM OUTSOURCING

ACTUAL FORECAST FY20 BUDGET FY21 POTENTIAL REDUCTION FROM OUTSOURCING GARBAGE SVC GARBAGE, YARD DEBRIS & MISC
ONLY DEBRIS & MISC

Subtotal Collection Operations & Maintenance	1,609,046	1,561,125	1,589,459	(586,344)	(1,042,723)
Subtotal Drainage	1,308,978	344,538	4,138,288	-	-
Subtotal Contracts	150,683	170,000	263,800	-	-
TOTAL PUBLIC WORKS	3,068,707	2,075,663	5,991,547	(586,344)	(1,042,723)

Collection per Capita \$ 384.58

Collection per Residence \$ 362.56 equals approx \$30.21 per month

Note 1: Estimate Annual Capital Cost

		Unit Cost	Useful Life	Unit Annual	Total Annual
# in Fleet	Description	Each	Yrs	Cost	Cost
6	Garbage Packers	225,000	15	15,000	90,000
2	Flatbeds	120,000	15	8,000	16,000
1	Caterpillar Loader	158,000	15	10,533	10,533
6	Pickup Trucks	35,000	7	5,000	30,000
					146,533

City of Isle of Palms

Public Works Department - Analysis of Potential Outsourcing

Per IOPWSC, total residential units on the island	4,384
Properties with back door service (NOTE 2)	(681)
Properties with regular service	3,703

	OUTSOURCING COSTS							
	Gai	rbage	Yard	Yard Debris		Miscellaneous		otal
Vendor	Annual Cost / Unit	Annual Outsource Cost	Annual Cost / Unit	Annual Outsource Cost	Annual Cost / Unit	Annual Outsource Cost	Annual Cost / Unit	Annual Outsource Cost
Carolina Waste Quote	144.00	631,296		quote requested	but not receiv	ed for yard debris	s & miscellane	ous
Republic Quote								
Regular Service	180.00	666,540						
Back door Service	360.00	245,160						
Total Republic		911,700		quote requested	but not receiv	ed for yard debri	s & miscellane	ous
Republic (per SI Contract)	128.16	561,853	53.88	236,210	20.88	91,538	202.92	889,601

POTENTIAL SAVING	GS - GARBAGE ONLY	POTENTIAL	SAVINGS - ALL
Current IOP Garbage Cost	Potential Savings from Outsourcing Garbage Only	Current IOP Garbage + Yard Debris + Misc Cost	Potential Savings from Outsourcing Garbage + Yard Debris + Misc
586,344	(44,952)		
586,344	(325,356)		
586,344	24,491	1,042,723	153,122

NOTE 1: This analysis does not include hurricane storm debris. If the City outsources all or a portion of the Public Works operation, storm debris would also have to be outsourced or the City could wait on the County to pickup. Based on experience, IOP has been one of the first communities to complete post-storm debris removal.

NOTE 2: Properties currently receiving "back door" service

Grand Pavilion/ Seaside Cottage Lane	141
Lagoon Villas	44
Seagrove	44
Mariners Walk	144
Beach Club	72
Pelican Bay	55
Linkside	46
Marsh Island	35
All Other backdoor properties (outside WD gate)	100
Total back door properties	681

From: Salli Smith <ssmith@carolinawaste.com>

Sent: Monday, May 18, 2020 4:58 PM

<u>To: Donnie Pitts <dpitts@iop.net></u>

Subject: [EXTERNAL] Rough Estimate

Donnie,

From the information my general manager and I gathered, we estimate the cost to be \$12.00 per home

Sincerely,

Salli Smith Territory Manager Carolina Waste & Recycling Cell-843.303.4112 Office- 843.576.1100

2. If new information were to ever come into play, the price may change.
). If new information were to ever come into play, the price may change.
. If new information were to ever come into play, the price may change.

From: Milly, Julie <JMilly@republicservices.com>

Sent: Monday, June 29, 2020 11:49 AM

To: Donnie Pitts <dpitts@iop.net>

Cc: Carter, Rob <RCarter@republicservices.com>; Nestor, Tracy <TNestor@republicservices.com> Subject: [EXTERNAL] Republic Services, estimate for MSW trash service

Hi Donnie,

As we just discussed on the phone Republic Services best estimate for the residential MSW service is \$1 backdoor/corral carts (both 45 and 95 gallon sizes). This is based on the data we gathered from followi you have provided.

As for pricing of the yard waste and bulk services, we just don't have enough data for a "quick & dirty" (

Please let us know if we can be of any further service. It has been a pleasure working with you,

Julie Milly

BU105 Finance Manager Republic Services, Inc. 141 Fennell Rd N Charleston, SC 29418 e jmilly@republicservices.com o 843-266-6217 c 843-345-0890 w www.RepublicServices.com



We'll handle it from here."

1.5 per residential 95 gallon cart and \$30 for the ng the routes on Tuesday, June 2, 2020 and the volumes

estimate as we discussed last Friday.

STATE OF SOUTH CAROLINA	_)	
)	TREE PROTECTION AGREEMENT
COUNTY OF CHARLESTON)	

THIS TREE PROTECTION AGREEMENT (the "Agreement") is entered into on the Effective Date (as hereinafter defined), by and between the City of Charleston, a South Carolina municipality (the "City"), and Dominion Energy South Carolina, Inc., formerly known as South Carolina Electric & Gas Company (the "Company").

RECITALS

WHEREAS, the City and the Company agree that trees are an important natural, economic, and aesthetic resource;

WHEREAS, the City and the Company agree that Grand Trees, which are the most important trees, serve as an integral part of the City's historic fabric, significantly enhance the livability of the City's residential neighborhoods, and contribute to the enjoyment of the City's public places;

WHEREAS, the City has adopted tree protection ordinances (the "Ordinances") regulating the pruning, cutting down, damaging, planting, and replacement of trees, including Grand Trees, on private property, within City rights-of-way, and on property owned by the City, the purposes of which are to protect the health of trees, to preserve the aesthetics of the City and areas which benefit from these trees, and to balance modern infrastructure with natural resources;

WHEREAS, among other things, the Ordinances provide that utility companies and electric suppliers will be exempt from the tree protection requirements in Part 6 of Article 3 of Chapter 54 of the City Code ("Part 6") if they enter into a tree protection agreement addressing the specific criteria set forth in Sec. 54-326.g of the City Code;

WHEREAS, good pruning techniques are crucial for the health of trees, and this Agreement is intended to ensure that proper pruning techniques are utilized to maintain the aesthetics and the practical value of trees;

WHEREAS, the Company desires to provide, and does provide, electric and natural gas service in a timely, safe, efficient, economical, and reliable manner and must, therefore, prune, substantially alter, and/or remove trees; and

WHEREAS, pursuant to this Agreement, the City and Company acknowledge the benefits of providing safely-maintained electric and other utility services to the City's residents, while protecting and preserving the City's trees and other natural resources.

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 1: 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 <u>Conditions and Limitations</u>. 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. <u>Foreman</u>. 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 <u>Company Designee</u>. 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 <u>City Designee</u>. 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 <u>Rehabilitation of Damaged Trees</u>. 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 <u>Tree Removal</u>. 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 if 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 <u>Conflicts</u>. 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 <u>Removal of Debris</u>. The Company shall timely remove all debris resulting from the pruning of trees.
- 2.10 <u>Procedures</u>. 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 <u>Communication</u>. 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 <u>Notice of Complaints</u>. 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 <u>Annual Procedures for Trimming in 2020 and Thereafter</u>. 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 <u>Monthly Procedures</u>. 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 <u>Procedures During Projects.</u> 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 <u>City Designee</u>. 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 <u>Review</u>. 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 <u>Term.</u> 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 <u>Undergrounding Advisory Committee</u>.

- 6.2.1 <u>Creation</u>. 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 <u>Membership</u>. 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 <u>Authority</u>. 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 <u>Progress</u>. 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 CarolinaEmail:				
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 <u>Davs: Dates</u>. 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 <u>Governing Law</u>. 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 <u>Counterparts</u>. 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 <u>Effective Date</u>. This Agreement will become effective when all parties have signed it. The date of this Agreement (the "<u>Effective Date</u>") 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

DOMINION ENERGY SOUTH CAROLINA, INC.

By: ______ Print Name:

Date:

lts: President

Second Witness

[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:

First Witness

CITY OF CHARLESTON

Prin Name John J. Tecklenburg

Its: Mayor

Date: 6/18/19

City of Isle of Palms SCE&G Franchise Fee and Non-Standard Service Fund June 30, 1999 - June 30, 2019

Annual SCE&G revenues from residential and commercial sales of electricity on the Isle of Palms

Revenues multiplied by 3% = City's Franchise Fee
This fee is paid to the City annually by July 1 and is
based on the previous 12 months revenue total
This revenue is included in Utility Licenses on the
City's financial statements.

Revenues multiplied by .5% = SCE&G's contibution to the Non-Standard Service Fund. This contribution accrues on July 1 and is based on the same 12 months revenue as the City's Franchise Fee.

****SCE&G holds this money***

Any expenditure from the fund must be matched by the City.

Expenditures from the fund are at the City's request. Unused portions of the fund can carryover for 5 years.

Non-standard service includes electrical undergrounding, special landscaping, equipment, facilities, or screening and the costs associated with the planning, designing, permitting and constructing of these projects.

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/Complet Projects	ed
Current Fiv	<u>e Year Period</u>								
2015	2016	13,967,168.34	0.005	69.835.84	69,835.84	139.671.68	6 767 09	OWIP 023019	
2016	2017	13.667.111.48	0.005	68.335.56	68,335.56	136,671.12	0,707.00	OVVII 023019	
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			
								_	Fund Balanc
		64,443,250.57	Total:	322,216.26	322,216.26 =	644,432.52	6,767.08	\$	637,665.44
		64,443,250.57	Total:	322,216.26	322,216.26 =	644,432.52	6,767.08	\$	

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

City of Isle of Palms –

Non-Standard Service Fee Program

The City's Non-Standard Service Fund total project balance is currently \$637,665.44.

List of small eligible projects for consideration:

- Removing secondary voltage and service crossings on Palm Blvd and other main roads that are visible to drivers. It would be usable if the main line poles and wires were ever removed so it would not be a stranded investment.
- Marina Redevelopment: Converting overhead to underground and can include conduit for Lighting like Front Beach
- 41st Avenue: Waterway Boulevard to end of road overhead to underground. This could be done separate or in conjunction with Marina. Equipment locations are a challenge.
- Undergrounding power lines along smaller sections of Palm Boulevard like
 11th to 13th or in front of Harris Teeter property.
- Undergrounding remaining overhead lines on 14th Avenue from Palm to Ocean Boulevard
- Undergrounding overhead crossing of Palm Boulevard at 21st Avenue