PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, March 22, 2021 to begin at 4:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes
   February 22, 2021 – Deferred
   March 8, 2021 - Deferred

C. Request to Set a Public Hearing
   None

D. Old Business
   None

E. Acceptance and Dedication of Rights-of-Way and Easements
   1. William E. Murray Boulevard (Portion): Dedication and acceptance of that certain right-of-way designated as a portion of William E. Murray Boulevard and the City of Charleston drainage easements shown on that certain plat including a portion of William E. Murray Boulevard recorded in Plat Book L17 at Page 0472 in the ROD Office for Charleston County, South Carolina. All infrastructure has been constructed or bonded.
      a. Title to Real Estate;
      b. Exclusive Storm Water Drainage Easements; and
      c. Plat recorded in L17/0472

   2. Approval to notify SCDOT that the City intends to accept maintenance responsibility for approximately 290 LF of granite curb in conjunction with the project at 89 Hanover Street (S-488).
F. Temporary Encroachments Approved by The Department of Public Service
(For information only)

1. 109 Falaise St. – Installing 3 irrigation sprinkler heads encroaching within the City right of way. This encroachment is temporary. Approved March 12, 2021

2. 116 Integrity Ln. - Installing 3 irrigation sprinkler heads encroaching within the City right of way. This encroachment is temporary. Approved March 12, 2021

3. 140 Integrity Ln. - Installing 3 irrigation sprinkler heads encroaching within the City right of way. This encroachment is temporary. Approved March 12, 2021

4. 183 Gazania Way. – Transfer current 6ft fence encroaching in the City drainage easement. This encroachment is temporary. Approved March 12, 2021

5. 202 King St.- Beachables, LLC - Installing 40” x 15” a right angled sign encroaching above the City right-of-way. This encroachment is temporary. Approved March 12, 2021

6. 514 Lesesne St. - Installing 7 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. Approved March 12, 2021

7. 1310 Harriman Ln. - Transfer 9 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. Approved March 12, 2021

8. 1495 Eutaw Battalion Dr. – Installing specialty driveway encroaching in the City right-of-way. This encroachment is temporary. Approved March 12, 2021

9. 64 Rebellion Rd. - Installing salt void driveway encroaching within the City right of way. This encroachment is temporary. Amended March 4, 2021

10. 64 Rebellion Rd. - Installing 3 irrigation sprinkler heads encroaching within the City right of way. This encroachment is temporary. Amended March 4, 2021

11. 98 N. Market St. – Replacing current awning encroaching above the City right of way. This encroachment is temporary. Amended March 4, 2021
12. 145 Nobels Point St. - Installing 6 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. **Amended March 4, 2021**

13. 1009 Striped Ln. - Installing 4ft wood fence encroaching in the City drainage easement. This encroachment is temporary. **Amended March 4, 2021**

14. 1235 Captain Rivers Dr. - Installing 6ft wood fence encroaching in the City drainage easement. This encroachment is temporary. **Amended March 4, 2021**

15. 1435 Rivers Cotton Rd. - Installing 4 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. **Amended March 4, 2021**

**G. Public Service Department Update**

Not at this time.

**H. Stormwater Management Department Update**

1. Medical District Drainage Tunnel Extension at Ehrhardt – Acceptance of easements from MUSC.

2. Barberry Woods Drainage Improvements – Approval of Fee Amendment #2 with W.K. Dickson & Co., Inc. in the amount of $29,080.00 for support services in potential property acquisition on the project. Funding is available in the Drainage Fund.

3. Forest Acres Drainage Improvements – Recommendation to proceed with easement acquisitions on Phase 2 of the project.

4. Small Projects Allocation - Discussion of Potential Funding Scenarios

**I. AN ORDINANCE TO AMEND ARTICLE VIII OF CHAPTER 30 OF THE CODE OF THE CITY OF CHARLESTON TO ESTABLISH A NEW PROCEDURE FOR CREATING NON-STANDARD SERVICE DISTRICTS WITHIN THE CITY OF CHARLESTON AND TO AMEND THE ELECTRICAL FRANCHISE AGREEMENT WITH DOMINION ENERGY SOUTH CAROLINA, INC., FORMERLY KNOWN AS SOUTH CAROLINA ELECTRIC & GAS COMPANY, TO PROVIDE FOR AN ADDITIONAL METHOD FOR FUNDING NON-STANDARD SERVICES.**
Councilmember Keith Waring,
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
STATE OF SOUTH CAROLINA )
COUNTY OF _________) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that The Whitfield Company, LLC
"(Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR ($1.00), being the true consideration to it in hand paid at and before
the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
acknowledged, has granted, bargained, sold and released, and by these presents does grant,
bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
assigns, forever, the following described property which is granted, bargained, sold and released
for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston
State of South Carolina, identified as (list street names) William E. Murray BLVD.

as shown and designated on a plat entitled "Plat Showing Subdivision of Parcel 1 Tract B-2
Property of University Associates of MUSC into Parcels 1-A & 1-B and Parcel 2 Tract B-2
Property of Whitfield Construction Company into Parcels 2-A & 2-B Also Portion of Parcel 3
Tract B-2 (TMS#306-00-00-934) Property of Whitfield Construction Company Portion of
William E Murray BLVD R/W St Andrews Parish City of Charleston Charleston County South
Carolina."

prepared by A.H. Schwacke & Associates
dated Nov 17, 2013 , revised April 10, 2017 , and recorded on August, 31, 2017
in Plat Book L17 at Page 0472 in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantee herein by deed of the
Georgia-Pacific Investment Company dated October 23, 1984 and recorded
October 23, 1984 in Book W140 at Page 659 in the RMC Office for
Charleston County, South Carolina.

Grantee's Mailing Address:
City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.: 306-00-00-012
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 11th day of March 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Handwritten Signature]
Witness Number One
Whitney Magnaud
Printed Name
Linda Squires Moulder
Printed Name

[Handwritten Signature]
Witness Number Two
Linda Squires Moulder
Printed Name

[Handwritten Signature]
Grantor

The Whitfield Company, LLC
Printed Name
By: C. David Whitfield
Its: Designated Agent of the Whitfield Company, LLC

**********

STATE OF South Carolina

COUNTY OF Richland

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by C. David Whitfield, the Designated Agent of The Whitfield Company, a Limited Liability Company, on behalf of the Grantor on the 11th day of March, 2021.

Signature of Notary: J[.] Ralliff
Print Name of Notary: J[.] Ralliff
Notary Public for State of South Carolina
My Commission Expires: 10/20/2023

SEAL OF NOTARY
CITY OF CHARLESTON, SOUTH CAROLINA
Department of Public Service
Engineering Division

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES

THIS MAINTENANCE COVENANT AND ACCESS EASEMENT ("Covenant Agreement") is made this ___ day of ______, 20__, between The Whitfield Company, LLC ("Property Owner") and the CITY OF CHARLESTON, a municipal corporation organized under the laws of the State of South Carolina (the "City").

RECITALS

A. Property Owner is the owner of certain real property located in the City of Charleston, Charleston County, South Carolina, legally described on Exhibit A attached hereto and commonly known as William E. Murray Boulevard (the "Property").

B. The City has approved the Construction Activity Application submitted by the Property Owner for Development, Re-Development, or other Construction Activities. This Covenant Agreement applies to all Best Management Practices (BMPs) used by the Property Owner for the control of stormwater, including detention and retention ponds. This Covenant Agreement applies to all BMPs as described in the approved construction plans and any other BMPs that may hereafter be constructed on the Property.

C. To protect subsequent owners of the Property and owners of neighboring property, the City is requiring that Property Owner enter into this Covenant Agreement as a condition to the City's approval of the Construction Activity Application and approval of the final plat for the Property.

D. This Covenant Agreement is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all citizens of the City of Charleston and their successors and assigns.

COVENANT AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owner agree as follows:

A. The above stated recitals are incorporated herein by reference as if fully restated verbatim.

B. Definitions.
The following words and terms when used in this Article shall have the meaning respectively ascribed to them in this Section.

"Best Management Practices (BMPs)" are any structural or non-structural measure including, but not limited to, stormwater detention and retention ponds or facility used for the control of stormwater runoff, be it for quantity or quality control. BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other management practices to control site runoff, spillage or leaks, sludge or waste disposal, drainage from raw material storage, or measures that otherwise prevent or reduce the pollutant loading of receiving waters.

"Forebay" is a settling basin, engineered structure, or plunge pool constructed at the incoming discharge points of a stormwater BMP which helps to isolate the sediment deposition in an accessible area.

C. Covenant to Maintain and Repair.

Property Owner shall at all times maintain the BMPs in good working order, condition, and repair, clear of all debris, and in compliance with all applicable federal, state and municipal laws, rules, regulations, and guidelines (including those adopted from time to time by the City, including but not limited to, the City's Stormwater Design Standards Manual), and in accordance with the Property Owner Responsibilities set forth in this Covenant Agreement.

D. Property Owner Responsibilities.

1. Regular Inspections: Inspections shall be performed at least twice a year or more regularly as listed below. In the event of a sale or a transfer of property, the original set of inspection records or a copy of the original inspection records shall be provided to the new property owner. BMP inspection reports shall be generated and kept on file for five (5) years. BMP Reports shall be made available to the City of Charleston within seven (7) business days upon written request. If such reports are generated by a third party, the reports shall remain the owner's (or owners') responsibility to maintain.

2. Routine Maintenance: Maintenance activities needed on a routine basis are listed below. All activities listed below shall be performed at the frequency specified below or more frequently as needed.
   a. Vegetation Management: If applicable, grass shall be mowed every two (2) weeks or more frequently as needed during the growing season.
   b. Inlet and Outlet Structures: Any blockage of inlet and outlet structures shall be removed immediately. Inlet and outlet protection shall be repaired or replaced as needed.
   c. Debris and Litter: Trash and other debris that collects in stormwater detention and retention ponds shall be removed immediately. Trash and other debris that collects in other BMPs shall be removed as recommended by the manufacturer or at a frequency such that the function of the BMP is not adversely affected.

3. Sediment Removal: BMPs will trap sediments and other material over time and shall be maintained in accordance with the submitted and City-approved post-construction maintenance plan. Removal of the sediment shall occur no less frequently than once per
year for manufactured BMPs, or once every five years for stormwater detention and retention ponds, or as specified by the BMP manufacturer, whichever is more frequent. If a Forebay exists, any trash or other debris shall be completely removed as discovered through routine maintenance activities or inspections.

4. Slope Stabilization/Structural Integrity: Slope erosion, sink holes, or other slope structural deficiencies shall be repaired upon discovery through routine maintenance activities or inspections.

5. The City of Charleston reserves the right to alter the maintenance schedule and required activity(ies) as necessary to ensure the proper function of a BMP.

E. Additional Responsibilities.

Additional routine or long-term maintenance activities to be performed on the BMPs. This section may also be used to replace the list of maintenance activities listed above or to list manufacturer requirements.

See Exhibit B


F. Failure to Perform Covenant Agreement

If the City determines that Property Owner is not in compliance with the requirements contained in this Covenant Agreement, except in the case of emergency, the City or its designee shall give the Property Owner written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the City's satisfaction within seven (7) days after the date of such notice, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement. The scope of work required shall be determined by the City at its sole discretion.

If the City determines that the Property Owner is not in compliance with the requirements contained in this Covenant Agreement and determines that there exists or will likely exist an emergency on or about the Property with respect to the BMPs, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement, and in such case the City shall use reasonable efforts to notify the Property Owner prior to entering the Property.

G. Reimbursement.
If the City exercises its right to enter the Property under the authority granted to it by this Covenant Agreement (to include inspection, sampling, repairing, maintaining, and monitoring), Property Owner shall reimburse the City for all of its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice from the City for such work. If Property Owner fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to the prime rate being the rate from time to time publicly announced and published daily in the Wall Street Journal plus three percent (3%). Such amount, together with interest, shall be a lien on the Property (and each of the lots contained therein) which may be foreclosed in accordance with the law, as amended from time to time. If the Property is owned by more than one person (i.e., multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for under the requirements contained in this Covenant Agreement.

H. Indemnification.

Property Owner agrees to indemnify, defend, and hold harmless the City, its employees, independent contractors and designees harmless from and against any liability, losses, costs, expenses (including reasonable attorneys’ fees), claims or suits arising from Property Owner’s failure to perform its obligations under this Covenant Agreement or any exercise of the City, its employees, independent contractors or designees of their rights under this Covenant Agreement.

I. Access Easement.

Property Owner hereby grants the City, its employees, independent contractors and designees a nonexclusive easement for ingress and egress over, across and under the Property for the purposes described in this Covenant Agreement and from time to time at the City’s sole discretion to inspect, sample, and monitor components of the BMPs and discharges there from.

PROPERTY OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (INCLUDING ALL OWNERS OF LOTS IN THE PROPERTY), AGREES THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY OBLIGATION TO EXERCISE THEIR RIGHTS UNDER THIS COVENANT AGREEMENT OR TO PERFORM ANY MAINTENANCE OR REPAIR OF THE BMPS, AND THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY LIABILITY TO PROPERTY OWNER OR ANY OF PROPERTY OWNER’S SUCCESSORS OR ASSIGNS (INCLUDING OWNERS OF LOTS IN THE PROPERTY) IN CONNECTION WITH THE EXERCISE OR NONEXERCISE OF SUCH RIGHTS, THE MAINTENANCE OR REPAIR OF THE BMPS, OR THE FAILURE TO PERFORM THE SAME.

J. This Covenant Agreement Runs with the Land.

The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Property Owner and their respective successors and assigns including, without limitation, subsequent owners of the Property and any homeowner’s association owning common areas on the Property.

K. Assignment.
The obligations of the Property Owner (and subsequent owners of the Property) under this Covenant Agreement shall not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee shall assume such obligations), or (b) with the prior written consent of the City.

L. Authority.

By executing this Covenant Agreement, the Property Owner represents and warrants to the City that he or she has the full power and authority to do so and that the Property Owner has full right and authority to enter into this Covenant Agreement and perform its obligations under this Covenant Agreement.

M. Entire Covenant Agreement.

This Covenant Agreement constitutes the entire Covenant Agreement between the parties, and supersedes all prior discussion, negotiations, and all agreements whatsoever whether oral or written.

N. Governing Laws.

The laws of South Carolina shall govern this Covenant Agreement. Any and all litigation arising under or as a result of said Covenant Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina.
PROPERTY AND BMP DESCRIPTIONS

PARCEL/TMS#: 306-00-00-012

NAME & TYPE OF BMP(S):
See Exhibit B

LOCATION OF BMP(S):
See Exhibit B

PROPERTY DEED RECORDED DATE:
October 23, 1984

TITLE OF SITE PLAN:
William E. Murray Boulevard
(Shall exactly match the title given on application for a land disturbance permit)

PROJECT ENGINEERING FIRM:
 SeamonWhiteside + Associates

PROJECT CONSTRUCTION FIRM:
Gulf Stream Construction Company

NUMBER & DATE OF LAND DISTURBANCE PERMIT:
FN: 10-12-02-03; SCR10P718 - May 16, 2012

ENGINEERING DIVISION APPROVAL OF MAINTENANCE CONVENANTS

Plan Review Engineer or Public Service Department Designee

Date
PROPERTY OWNERS

NAME: Whitfield Company, LLC

ADDRESS: 6518 Dorchester Road

CITY: North Charleston STATE: SC ZIP CODE: 29418

PHONE: 8435526615 FAX: 8435525617

E-MAIL: WhitfieldCompany@Comcast.net

NAME: 

ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: FAX:

E-MAIL:

NAME: 

ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: FAX:

E-MAIL:

NAME: 

ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: FAX:

E-MAIL:
IN WITNESS WHEREOF, the Property Owner and the City have executed this Covenant Agreement on the date first written above.

PROPERTY OWNER: The Whitfield Company, LLC

BY: [Signature] ITS: Managing Member

Witness: [Signature] Printed Name Whitney Magwood

Witness: [Signature] Printed Name Linda Squires Moulder

STATE OF SOUTH CAROLINA ) ss
County of Charleston Richland )

This instrument was acknowledged before me on March 11, 2021, by C. David Whitfield as Managing Member of Record

[Signature] Notary Public for South Carolina
My Commission Expires 10/20/2020

THE CITY OF CHARLESTON, SOUTH CAROLINA

BY: [Signature] ITS: 

Witness: [Signature] Printed Name 

Witness: [Signature] Printed Name 

STATE OF SOUTH CAROLINA ) ss
County of Charleston )

This instrument was acknowledged before me on ____________________, by ____________________ as __________________ of the City of Charleston.

[Signature] Notary Public for South Carolina
My Commission Expires
Covenants for Permanent Maintenance of Stormwater Facilities
Wildcat Boulevard Connector Road (William E Murray Blvd, Job 6092)
March 20, 2017

E. Additional Responsibilities:

- removal of invasive vegetation – semi-annual
- inspect for damage to isolation boxes - annual
- inspect sediment accumulation in the isolation boxes – annual
- remove sediment from isolation boxes if determined needed after annual inspection
- remove sediment accumulation in the wet ponds – annual
- remove sediment accumulations in the wet ponds – 5 to 10 year cycle, after 25% of the permanent pool volume is filled.
- repair embankment, side slopes, undercut or eroded areas – annual, or as needed

PROPERTY AND BMP DESCRIPTIONS

NAME & TYPE OF BMP(S):

- Two (2) new wet detention pond identified as Pond 1 and Pond 2
- Isolation boxes identified as OCS#5, OCS#6 and OCS#11B
- Reinforced matting at pipe end in SCDOT right-of-way

Location OF BMP(S):

- Detention Pond 1 located adjacent to William E Murray Blvd on SW side of right-of-way.
- Detention Pond 2 located within residual property of Whitfield Construction Company, Parcel 1-A on NE side of right-of-way and near Glenn McConnell Parkway.
- OCS#5 located in Pond 1 and adjacent to William E Murray Blvd on the SW side of the right-of-way and behind curb inlet #4.
- OCS#6 located in Pond 1 and adjacent to William E Murray Blvd on the SW side of the right-of-way, SE of OCS#5 and near Junction box JB #7.
- OCS#11B located in Pond 2 on the SW end of the pond.
- Reinforced matting is located at the outlet of Pond 2 flared pipe end #13 and within the limits of the SCDOT right-of-way for Glenn McConnell Parkway.
March 24, 2021

Mr. Michael Black, P.E.
District Maintenance Engineer
SCDOT District Six
6355 Fain Street
North Charleston, SC 29406

Subject: Maintenance of Non-Standard Construction Materials of granite curb at Nassau Street (S-119).

Dear Mr. Black,

This letter concerns the proposed installation of approximately 290 LF of granite curb to be constructed in conjunction with the project at 89 Hanover Street.

The City Council of Charleston, at its meeting held March 23, 2021, agreed to accept maintenance responsibility for granite curb within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Enercoachment Permit. The City of Charleston agrees to maintain this granite curb in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at OBrienT@charleston-sc.gov.

Sincerely,

Thomas F. O’Brien
Director of Public Service

cc: Keith Fraser, P.E. Site Development Engineering Manager
Kate Capps, Engineering Division Administrator
Brian Pokrant, GIS Analyst
Matthew Cline, P.E., Cline Engineering
AN ORDINANCE

TO AMEND ARTICLE VIII OF CHAPTER 30 OF THE CODE OF THE CITY OF CHARLESTON TO ESTABLISH A NEW PROCEDURE FOR CREATING NON-STANDARD SERVICE DISTRICTS WITHIN THE CITY OF CHARLESTON AND TO AMEND THE ELECTRICAL FRANCHISE AGREEMENT WITH DOMINION ENERGY SOUTH CAROLINA, INC., FORMERLY KNOWN AS SOUTH CAROLINA ELECTRIC & GAS COMPANY, TO PROVIDE FOR AN ADDITIONAL METHOD FOR FUNDING NON-STANDARD SERVICES.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Division 1 (Generally) of Article VIII (Underground Utility Districts) of Chapter 30 (Utilities) of the Code of the City of Charleston, South Carolina, is hereby amended to read as follows:

ARTICLE VIII. – NON-STANDARD SERVICES

DIVISION 1. – GENERALLY.

Sec. 30-171. – Designation of non-standard service districts.

City Council may from time to time by ordinance designate and extend non-standard service districts and/or provide for non-standard services within the City in accordance with the provisions of this Article.

Sec. 30-172. – Definitions.

“Company” means Dominion Energy South Carolina, Inc., formerly known as South Carolina Electric & Gas Company, as well as the successors and assigns of the Company.

“District” means (1) a specific neighborhood or project within the municipal limits of the City that has been designated by City Council as a non-standard service district according to the provisions of this Article; or (2) a specific neighborhood or project, a portion of which lies within the municipal limits of the City, that has been designated by City Council as a non-standard service district according to the provisions of this Article and for which all other local governments with jurisdiction over properties in the neighborhood or project have entered into an agreement with the City, under which each local government will contribute its pro rata share to the non-standard service and order the disconnection of existing overhead utilities.


“Fund” means the non-standard service fund established by Section 10 of the Franchise Ordinance, under which the Company and the City each agree to contribute to the fund. The
amounts so designated to the fund are to be used exclusively to cover the costs of planning, designing, engineering and constructing non-standard service projects, or otherwise providing non-standard service, within the City. The Company is obligated to undertake the planning, designing, engineering and construction of non-standard service projects only to the extent monies designated to the fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

“Non-Standard Service” means the provision of electrical service to existing or new customers of the Company by the use of underground distribution and service lines, the cost of which exceeds the Company’s standard cost of electric distribution service, and where such costs can be recovered through the fund. “Non-Standard Service” also means the use of special equipment, facilities, special landscaping, or the screening of electrical facilities within the municipal limits of the City. “Non-Standard Service” does not include (1) the cost of installation of underground electric distribution lines in new residential subdivisions of the City under terms and conditions customarily applicable with respect to aid to construction payments; or (2) any other service which the Company agrees to provide under the Franchise Ordinance (other than in Section 10 of the Franchise Ordinance).

“Owner” means any person eighteen (18) years of age or older, or the proper legal representative for any person younger than eighteen (18) years of age, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholders, easements, equitable interests, inchoate rights, dower rights, and future interests) and who or which owns, at the date of a petition, at least an undivided one-tenth (1/10) interest in a single parcel of real estate and whose name appears on the county tax records as an owner of such single parcel of real estate.

“Priority List” means the list established and updated by City Council, as described in Sec. 30-173.

Sec. 30-173. – Priority list.

(a) Subject to Sec. 30-173(c), City Council shall, by ordinance, establish, update, and amend a priority list for non-standard service projects and non-standard services, utilizing the manual approved by the Underground Advisory Committee, as prepared and updated by the Mayor or the Mayor’s designee.

(b) Subject to Sec. 30-173(c), in furtherance of the foregoing, City Council may, by resolution, require that the Company undertake the planning, design, engineering, and cost estimating for a specific area or areas, with the costs of such planning, design, engineering, and cost estimating to be payable from the fund. Within a reasonable time after a resolution from the City, or as soon thereafter as reasonably practicable, the Company shall undertake the planning, design, engineering and cost estimating for the specified area or areas. Notwithstanding the foregoing, the Company shall not be obligated to undertake the planning, design, engineering and cost estimating for a non-standard service project unless the monies then obligated to the fund are reasonably projected to be adequate to cover such costs as they are incurred and the Company shall not be obligated to undertake the planning,
design, engineering and cost estimating for more than four (4) projects. For purposes of this definition, the four (4) project limitation shall apply to projects which have not received construction approval by City Council.

(c) The provisions of this Sec. 30-173(c) shall apply notwithstanding any other provision of this Article. The City has received initial petitions for non-standard service projects designated as (1) Ansonborough; (2) Country Club II; (3) Wappoo Heights; (4) South Battery, Tradd Street and a portion of Legare Street; (5) Old Windermere; (6) South Windermere; and (7) a section of Clifford Street (the “Existing Proposed Districts”). With respect to the Existing Proposed Districts, the provisions of Article VIII of Chapter 30 of the City Code, as they existed prior to the effective date of this ordinance, shall continue to apply. The Company shall undertake the planning, design, engineering, and cost estimating for the Existing Proposed Districts in the order in which the City received a petition in compliance with Sec. 30-172(b) of the City Code, as it existed prior to the effective date of this ordinance; provided, however, the Company shall not be obligated to undertake the planning, design, engineering, and cost estimating for more than two (2) Existing Proposed Districts at any given time. The Existing Proposed Districts shall be prioritized for construction purposes in the order in which the City receives a petition in compliance with Sec. 30-172(e) of the City Code, as it existed prior to the effective date of this ordinance. City Council may approve construction in separate, individual phases of an Existing Proposed District for which the planning, design, and engineering has been completed, with construction to proceed for an individual phase upon receipt of a petition for such phase that complies with Sec. 30-172(e) of the City Code, as it existed prior to the effective date of this ordinance.

(d) A petition for an Existing Proposed District may be withdrawn, in which case the Existing Proposed District, or any portion thereof, shall be prioritized as set forth in Sec. 30-173(a).

Sec. 30-174. – Construction.

By ordinance, City Council shall authorize the Company to commence construction of non-standard service projects according to the priority list, as amended or updated by City Council from time-to-time. The Company shall be required to commence construction of non-standard service projects within a district within twelve (12) months of City Council’s adoption of an ordinance authorizing such construction, subject to the Company’s ability to construct more than one (1) project at a time and subject to the amounts present or anticipated in the fund that are reasonably projected to be adequate to cover the costs of the non-standard service projects as they are incurred. Such projects shall be undertaken in advance of amounts being designated to the fund, if monies to be obligated to the fund over the next successive ten-year period are reasonably projected by the Company to be adequate to cover any negative balances and associated finance and federal and state income tax charges plus a contingency of twenty-five percent (25%). Once commenced, the Company shall carry non-standard service projects to completion.

Sec. 30-175. – Removal of overhead structures or poles; limitations on new installations; adaptation of existing service facilities.
(a) When any street or portion thereof within the City is designated as a district, any person, firm, company or corporation owning or maintaining overhead wires or equipment, associated overhead structures or poles serving the same in such street or portion thereof shall remove such wires and equipment, associated structures and poles prior to or concurrently with the underground placement of non-standard service utilities in the district and shall install same underground concurrently with the underground placement of non-standard service utilities in the district, with the exception of such poles as are necessary to support street lighting, traffic signals and transmission lines above forty-three thousand (43,000) volts.

(b) It shall be unlawful for any person to erect, construct, maintain or use any pole, overhead wires or associated structure within a district, excepting such poles as are necessary to support street lighting, traffic signals, and transmission lines above forty-three thousand (43,000) volts, after the date when such utilities are required to have been removed, or after a reasonable period of time after the designation by City Council of a district or the extension of a district.

(c) All conduits, conductors and associated equipment necessary to receive utility service between service conductors or underground pipe or conduit of the supplying utility and the service facilities to the structure being served shall be provided by the person owning such property. Such required construction shall be accomplished within one hundred eighty (180) days after the installation of the utility’s facilities.

Sec. 30-176. – Notice to utility companies and owners.

Within sixty (60) days after the passage of an ordinance authorizing the Company to commence construction of a non-standard service project within a district, the Clerk of Council shall mail a notice of such action to all affected utilities and all persons owning real estate in the affected area. Such notice shall be directed to the last known address of such utility or owner, as shown on the records of the county assessor. Such notice shall advise owners that overhead wires, poles and associated structures are to be removed, and if such owners or their tenants desire to continue to receive utility service or services, such owners shall at their expense make the necessary modifications to facilities on their property in order to receive such underground service from the utilities’ specified terminal point. If no other changes are made in owner’s facilities, then only that portion being modified to receive underground service shall be upgraded to conform to the City’s electrical code.

Sec. 30-177. – Discontinuance of service to premises for noncompliance.

If the owner does not comply with Sec. 30-175(c) within the time specified therein, the Department of Public Service shall have authority to order disconnection and removal of any and all poles, overhead wires or associated overhead structures supplying utility service to such property, and the Company shall not be required thereafter to provide service to such premises, until the owner makes the necessary changes.

Sec. 30-178. – Penalty.
Any person violating any provision of this article or failing to comply with any order issued pursuant hereto shall be subject to the penalty provided in section 1-16 of this Code.

Section 2. That Section 10 of Ordinance Number 1996-113, as previously amended, is hereby amended to include a new Section 10.I, to read as follows:

I. Pursuant to Ordinance No. 2021-____, adopted by City Council on _________________, 2021, notwithstanding Section 10.D or other provisions hereof, the City and the Company agree to provide non-standard services and/or establish new districts without assessing a non-standard service fee under the priority list procedure set forth in Ordinance No. 2021-____. In such circumstances, the City shall pay fifty percent (50%) of the costs of the non-standard services and/or the costs of the project within the district from the fund. The Company shall pay the remaining fifty percent (50%) of the costs of the non-standard services and/or the costs of the project from its accrued obligation under Section 10.B. No portion of any non-standard service fee collected by the City shall be used for such services or projects.

Section 3. This ordinance shall become effective upon ratification, with the exception of Section 2, which shall not become effective unless and until accepted, in writing, by the Company within thirty (30) days from the date on which this ordinance is ratified by City Council.

Ratified in City Council this ______ day of _________________ in the Year of Our Lord, 2021, and in the 245th Year of the Independence of the United States of America

BY:

______________________________
John J. Tecklenburg, Mayor

ATTEST:

______________________________
Jennifer Cook
Clerk of Council