

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: PARKS/LEGAL DEPT. _____

SUBJECT: RIVERLAND TERRACE ENGINEERING STUDY

REQUEST: APPROVE AGREEMENT BETWEEN CITY OF CHARLESTON AND DOMINION ENERGY TO FUND A PORTION OF COSTS NOT TO EXCEED \$3,640.00 FOR PRELIMINARY DESIGN STUDY AND PROJECT ESTIMATE TO PLACE POWER LINES UNDERGROUND IN RIVERLAND TERRACE.

COMMITTEE OF COUNCIL: WAYS AND MEANS DATE: JUNE 13, 2019

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input checked="" type="checkbox"/>
Real Estate/BFRC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 900000 Account #: 53206

Balance in Account \$3,640.00 Amount needed for this item \$3,640.00

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s). Agreement should be approved as soon as possible. City of North Charleston will consider matter at next City Council meeting.

CFO's Signature: Amy Wharton
FISCAL IMPACT:

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**RIVERLAND TERRACE ENGINEERING STUDY AGREEMENT
BETWEEN CITY OF CHARLESTON AND DOMINION ENERGY SOUTH
CAROLINA, INC.**

This Agreement, entered into this ____ day of June, 2019 (the "Agreement") between the City of Charleston, South Carolina, a public body corporate and political subdivision of the State of South Carolina (the "City") and DOMINION ENERGY SOUTH CAROLINA, INC., a corporation in the State of South Carolina ("Service Provider").

WHEREAS, Charleston County, the City of Charleston, and Riverland Terrace resident stakeholders are interested in studying the feasibility of placing power lines underground in Riverland Terrace on James Island and to share the costs of this study on a geographic pro rata basis;

WHEREAS, the Service Provider is willing to enter into contracts with each of the three parties to study and develop a preliminary design and project estimate to place the power lines underground in Riverland Terrace ("the Work"), for a budget not to exceed \$26,000;

WHEREAS, on April 19, 2019, the County entered into a contract with the Service Provider to perform the Work (the "County Contract") a copy of which is attached hereto and incorporated herein as Exhibit 1;

WHEREAS, the City desires to be a participant in the study as generally outlined in Exhibit 1 and to fund a share of the study;

NOW THEREFORE for and in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and incorporated herein.
2. Unless modified below, the terms and conditions set forth in Items Two, Three, Five, Six and Eight of the County Contract apply equally to the City and are incorporated herein as Terms of this Agreement between the City and the Service Provider.

3. The City's Contribution for the Work is 14% of the Cost, which is the amount of \$3,640.00. The Service Provider shall not begin the Work until the County and the Riverland Terrace stakeholders for the Neighborhood Association have paid their cost share. In the event, the other parties do not contribute their share, the City's contribution will be reimbursed. The City is under no obligation to pay for or contribute to any work recommended resulting from the Study Options.

4. In the event the undergrounding of power lines in Riverland Terrace is undertaken through a non-standard service agreement with any required regulatory approvals, the Cost of the Work will be incorporated into a non-standard service agreement and added to customer bills as a regulatorily approved rate rider or similarly sufficient cost recovery mechanism at which time the Service Provider will reimburse the City's pro rata share of the Work.

5. Whenever any provision of the Agreement requires the giving of Notice, it shall be deemed validly given if in writing and delivered in person or by register mail as follows:

To the City of Charleston:

Mayor John J. Tecklenburg
80 Broad Street
Charleston, SC 29401

With a copy to:

Office of Corporation Counsel
City of Charleston
50 Broad Street
Charleston, SC 29401

To Dominion Energy South Carolina, Inc.:

Daniel F. Kassis
VP, Customer Relations & Renewables
Dominion Energy South Carolina, Inc.
2392 W. Aviation Avenue
North Charleston, SC 29406

6. The City may terminate this Agreement in writing when it is in the best interests of the City. If the Agreement is terminated, the Service Provider shall be compensated for all necessary and reasonable direct costs of performing the Work completed, not to exceed \$26,000.

The Service Provider will not be compensated for any other costs or damages in connection with a termination for convenience. The rights and remedies of the City provided in this Paragraph are in addition to any other rights and remedies provide by law or under this Agreement.

IN WITNESS WHEREOF, the parties caused their authorized representatives to execute, this Agreement as of the date first above written.

WITNESSES:

The City of Charleston

By: _____

John J. Tecklenburg, Mayor

Dated: _____

Dominion Energy South Carolina, Inc.

By: _____

Name: _____

Its: _____

Dated: _____

Exhibit 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

RIVERLAND TERRACE
ENGINEERING STUDY AGREEMENT

This AGREEMENT, entered into this 19 day of April, 2019 (the "Agreement"), between CHARLESTON COUNTY, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (the "County"), and SOUTH CAROLINA ELECTRIC & GAS COMPANY/DOMINION, a corporation in the State of South Carolina ("Service Provider") ("Party" as to each; and collectively the "Parties").

WITNESSETH:

WHEREAS, on February 12, 2019, Charleston County Council ("Council") authorized County staff to enter into a contract with the Service Provider (the "Contract") to study and develop a preliminary design and project estimate to place power lines underground ("Scope of Work" or "Work") in Riverland Terrace on James Island (the "Study Area"), as proposed at the Council meeting on March 27, 2018, and

WHEREAS, the County's participation and funding (not to exceed \$19,760) of the Work is contingent on the City of Charleston agreeing to fund a portion of the costs of the Work and the resident stakeholders agreeing to fund a portion of the cost of the Work, such cost determined by a geographic pro-rata cost-sharing basis as provided herein; and

WHEREAS, Council further required that if undergrounding is undertaken through a non-standard service agreement with any required regulatory approval, the cost of the Work will be incorporated into a non-standard service agreement and added to customer bills as a regulatorily approved rate-rider or similarly sufficient cost recovery mechanism at which time the Service Provider will reimburse the County's costs of the Work;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ITEM ONE: FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Contract.

ITEM TWO: SCOPE OF WORK

The Riverland Terrace area on James Island has been designated a priority area by the Service Provider in response to System Improvement Analysis. The Service Provider agrees to perform the Work to develop four underground power designs ("Study Options"). See Exhibits 1, 2, 3, and 4 attached hereto, which are substantially similar to the Study Options that will be developed. The Study Options will only include preliminary information and will not be final designs. If the project is approved for construction, the Service Provider will further develop one or more of the Study Option preliminary designs to include detailed services such as surveying, ground penetrating radar services, right of way acquisition, lighting design, detailed customer service design and detailed services to address communication company attachments.

If one of the Study Options is approved for construction, the Service Provider will provide a credit for the engineering overhead costs for any engineering overhead work previously paid for as part of the Work.

The Service Provider reserves the right to use company engineering resources or contract engineering resources or a combination of both to perform the Work. The Service Provider will use commercially reasonable efforts to complete the Work and produce Study Options within twelve weeks of the County, the City, and the Riverland Terrace resident stakeholders making payment for the respective Cost as provided in Item Three below.

ITEM THREE: COST OF THE WORK

The Service Provider estimates the Cost of the Work to be \$26,000 ("Cost"). The County agrees to pay 76% of the total Cost in an amount not to exceed \$19,760 ("County Contribution") for the Work. The County Contribution is contingent on the City of Charleston funding the Work on a geographic pro-rata cost-sharing basis which will be 14% of the Cost and the Riverland Terrace resident stakeholders paying 10% of the Cost as its cost-share for the Work. To the extent the Work has not been performed and therefore no Cost incurred, the County Contribution shall be refundable to the County should both the City of Charleston and the resident stakeholders fail to contribute their cost-share for the Work within sixty (60) days of the issuance of the County Contribution to the Service Provider

The Service Provider shall not begin the Work until the County, the Riverland Terrace resident stakeholders (or Neighborhood Association), and the City of Charleston have paid their cost-share. If the Cost of the Work exceeds the funding commitments of the County, the City of Charleston, or the resident ratepayers, the Service Provider must either obtain additional funding from the Town of James Island and/or the resident ratepayers, or terminate this Agreement, for which the Parties shall have no further obligation under this Agreement except to pay for the Cost of the Work already performed.

The County is in no way obligated to pay for or contribute to any work recommended resulting from the Study Options.

If the results of one or more of the Study Options are approved for construction by the City of Charleston, the Town of James Island, and/or the Riverland Terrace resident stakeholders and incorporated as part of a non-standard service agreement and/or added as a regulatorily approved rate-rider, the County shall be reimbursed by the Service Provider in full for the County Contribution. This reimbursement shall be made within thirty (30) days of the conversion of all customer services in the selected project area to the new underground electric distribution system.

ITEM FOUR: NOTICES

Whenever any provision of the Agreement requires the giving of notice, it shall be deemed to have been validly given if in writing and delivered in person or by registered mail to the following:

If to the County:
Charleston County Administrator
County of Charleston
4045 Bridge View Drive
North Charleston, South Carolina 29405

If to SCE&G:
Daniel F. Kassis
VP, Customer Relations & Renewables
South Carolina Electric & Gas Company
2392 W. Aviation Avenue
North Charleston, SC 29406

ITEM FIVE: SEVERANCE

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive

ITEM SIX: CONTROLLING LAW

The laws of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated only in a non-jury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

ITEM SEVEN: TERMINATION

The County, by advance written notice, may terminate this Agreement when it is in the best interests of the County. If this Agreement is so terminated, the Service Provider shall be compensated for all necessary and reasonable direct costs of performing the Work completed, not to exceed \$26,000. The Service Provider will not be compensated for any other costs in connection with a termination for convenience. The Service Provider will not be entitled to recover any damages in connection with a termination for convenience.

Rights Cumulative

The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ITEM EIGHT: ENTIRE AGREEMENT


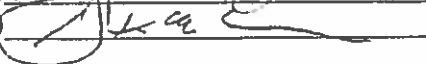
This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Service Provider and the County have caused this Agreement to be signed in their names under their several seals as of the day and year first written above.

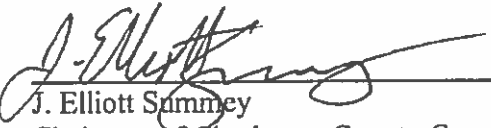
**SOUTH CAROLINA ELECTRIC &
GAS**




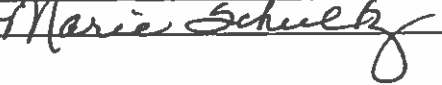
Daniel F. Kassis
VP, Customer Relations & Renewables

Attest:
1) 
2) 

COUNTY OF CHARLESTON, SC



J. Elliott Summey
Chairman of Charleston County Council

Attest:
1) 
2) 



**WAPPON DRIVE OVERHEAD TO UNDERGROUND PROJECT
— SCOPE OF WORK PROPOSAL —**

DATE	DESCRIPTION

- *NOTES***
- DRAWING NOT TO SCALE
 - DESIGN SUBJECT TO CHANGE
 - EXISTING EQUIPMENT LOCATIONS ARE APPROXIMATED
 - IDI ALL EXISTING EQUIPMENT SHOWN
 - ADDITIONAL NEW EQUIPMENT LOCATIONS ARE REQUIRED AND WILL BE
 - REDEFINED ONCE PROJECT SCOPE HAS BEEN CO-ORDINATED
 - DRAWINGS TO BE USED FOR PROJECT SCOPE DISCUSSIONS ONLY

PROJECT SCORE

PROJECT NO.	
DATE	



PROPOSED CABLE TRENCH LOCATIONS

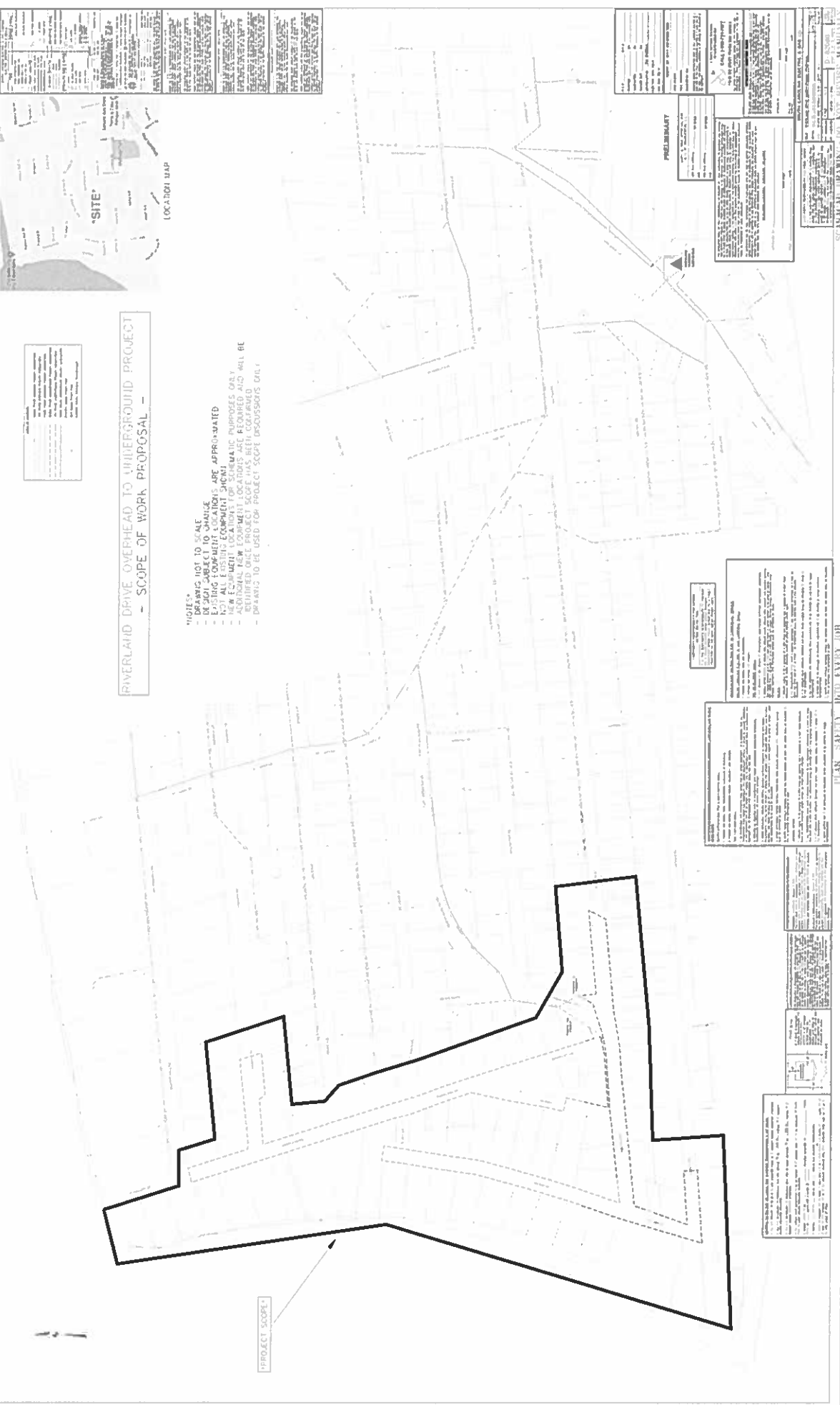
PROPOSED SWITCHGEAR LOCATION

PRIORITIZATION

PROPOSED SWITCHGEAR LOCATION

STANDARD DRAWING 100 - NOT REVISION - MANUALLY

PLAN - SAFETY - INTO EVERY 300'



RIVERLAND DRIVE OVERHEAD TO UNDERGROUND PROJECT
 - SCOPE OF WORK PROPOSAL -

NOT TO SCALE
 EXISTING EQUIPMENT LOCATIONS ARE APPROXIMATE
 NOT ALL EXISTING EQUIPMENT SHOWN
 ADDITIONAL NEW EQUIPMENT LOCATIONS ARE REQUIRED AND WILL BE
 DETERMINED ONCE PROJECT SCOPE HAS BEEN CONFIRMED
 DRAWING TO BE USED FOR PROJECT SCOPE DISCUSSIONS ONLY

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- DRAWING TO BE USED FOR PROJECT SCOPE DISCUSSIONS ONLY

LOCATION MAP

PROJECT INFORMATION

Project Name	RIVERLAND DRIVE OVERHEAD TO UNDERGROUND PROJECT
Project Number	2024-001
Client	City of Riverland
Design Firm	ABC Engineering & Construction
Project Manager	J. Doe
Design Engineer	A. Smith
Date	10/27/2024

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/27/2024

PRELIMINARY

THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR CONTRACTS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED.

NOTES

- EXISTING EQUIPMENT LOCATIONS ARE APPROXIMATE. FIELD SURVEY IS REQUIRED TO CONFIRM EXACT LOCATIONS.
- ALL NEW EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RIVERLAND STANDARDS.
- THE PROJECT SCOPE IS SUBJECT TO CHANGE BASED ON FIELD CONDITIONS AND AVAILABILITY OF RIGHT-OF-WAY.
- CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.



**WARPOO DRIVE AND RIVERLAKE DRIVE
OVERHEAD TO UNDERGROUND PROJECT
- SCOPE OF WORK PROPOSAL -**

- NOTES:**
- DRAWING NOT TO SCALE
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 - EXISTING EQUIPMENT LOCATIONS ARE APPROXIMATED
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 - DRAWING TO BE USED FOR PROJECT SCOPE DISCUSSIONS ONLY

PROJECT SCOPE

WARPOO DRIVE

PROPOSED SWITCHGEAR LOCATIONS

PROPOSED SWITCHGEAR LOCATIONS

PRELIMINARY

GENERAL NOTES:

1. THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED EXISTING UTILITIES AND EQUIPMENT.
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PLAN - SAFETY INTO EVERY JOB

SEPARATE DRAWING - DO NOT REMOVE MANUALLY

COUNTY OF CHARLESTON

Controller's Office
 4045 Bridge View Drive
 North Charleston, SC 29405-7464
 (843) 958-4600

Wells Fargo, N.A.

11-24/1210

Check No. 564288

Check Date 04/25/19

PAY THIS AMOUNT
 \$ *****19,760.00

VOID AFTER 60 DAYS

PAY NINETEEN Thousand SEVEN Hundred SIXTY Dollars and ZERO Cents

TO THE ORDER OF:

SC ELECTRIC AND GAS CO
 ATTN DANIEL F KASSIS
 2392 WEST AVIATION AVE
 CHARLESTON, SC 29406

VOID VOID

Coin Altshuler
Kristen L. Salisbury

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 564 288 ⑈ ⑆ 1 2 1 000 248 ⑆ 200 1 033 1 1 2 2 1 8 ⑈

INVOICE DATE	INVOICE NO.	PO NO.	AMOUNT PAID	DESCRIPTION
04/23/19	RVRLNDRTERAGREE	K124389	19,760.00	Riverland Terrace Agreement

VENDOR ACCT NO.

CHECK DATE
04/25/19

CHECK TOTAL
19,760.00

VENDOR NO.
V12996

CHECK NO.
564288