

STATE OF SOUTH CAROLINA

0-17-08

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AGREEMENT

COUNTY OF BEAUFORT

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This Agreement is executed this _____ day of _____ 2008, by and between South Carolina Electric & Gas Company (hereinafter SCE&G) and the City of Beaufort, South Carolina (hereinafter the City).

WHEREAS, the City has granted a franchise to SCE&G, embodied in ordinance Number 0-39-99, dated June 8, 1999 (hereinafter the Franchise), and continuing for a term of twenty years, granting the consent of the City to the franchisee to use the public streets, roadways, and rights-of-way of the City for the construction, maintenance, and operation of an electric distribution system, including the necessary poles, wires, and appurtenant facilities for the purpose of providing retail electric services and street lighting to the citizens of Beaufort within the municipal limits, and in consideration of the payment for the franchise fee to the City based upon the revenue earned within the City through the exercise of the privilege granted by the franchise; and,

WHEREAS, SCE&G contends that the Franchise grants to it the right to install electric transmission lines within the public streets, roadways, rights-of-way of the City in order to safely and reliably serve SCE&G's electric distribution system; and,

WHEREAS, SCE&G currently operates and maintains an established electric transmission line of 115 kilovolts (kV) with associated pole structures greater in height than forty-five feet within the city limits of the City; and,

WHEREAS, SCE&G currently has existing 46 kV transmission lines and approximately fifty-eight (58) associated pole structures along an area of the City from North Street to Pigeon Point Park (hereinafter Transmission Route), a distance of approximately two miles, more fully defined as follows:

- Beginning at a structure at the intersection of North Street and Fraser Drive
- Following North Street to Meritta Avenue
- Following Meritta Avenue to Parkview apartment complex
- Behind the apartment complex to Duke Street
- Following Duke Street to North Ribaut Road
- Following Ribaut Road to Green Street
- Following Green Street to Wilmington Street
- Following Wilmington Street and crossing Boundary Street onto Rogers Street to Calhoun Street
- Following Calhoun Street to Pigeon Point Road
- Following Pigeon Point Road to an overhead/underground transition structure located in Pigeon Point Park

- Then underground from Pigeon Point Park under Godfrey Street and the Beaufort River to Marsh Harbor Apartments to an underground/overhead transition structure
- Following Colony Gardens Road to Brickyard Point Road to the switch termination structure on Brickyard Point Road near SCE&G's Lady's Island substation; and,

WHEREAS, SCE&G plans to upgrade the existing 46 kV lines and associated pole structures along Transmission Route to 115 kV in order to provide safe and reliable electric service and to meet the increased electricity demands of growing areas in and around the City; and,

WHEREAS, the existing Transmission Route traverses certain areas within the Historic District of the City; and,

WHEREAS, Beaufort City Council drafted and gave first reading to an ordinance prohibiting and making unlawful the construction and installation of electric transmission poles or towers exceeding forty-five feet in height, or the construction of transmission wires, cables, or lines carrying or transmitting electricity in excess of 46 kV without first obtaining the specific consent of Beaufort City Council; and,

WHEREAS Beaufort City Council has tabled second reading and adoption of this ordinance pending the execution of this Agreement; and,

WHEREAS, the parties acknowledge increased transmission capacity is necessary to serve increased demand in the Beaufort area arising out of population growth and increasing per capita consumption of electric energy; and,

WHEREAS, Beaufort City Council finds there is no demonstrable health risk posed by the construction of the transmission lines proposed by SCE&G along the Transmission Route; and,

WHEREAS, in exchange for City Council's support for the construction of the proposed transmission lines, SCE&G has agreed to bury underground existing electrical distribution lines that are currently under-built and attached to the existing 46 kV pole structures along the Transmission Route, excluding the main distribution feeders from North to Green Street which will allow for the undergrounding of electrical distribution lines on Boundary Street, and to make such reasonable improvements that City Council believes will be in the best interests of the City and the citizens of Beaufort.

NOW, THEREFORE, for and in consideration of the mutual promises, rights, and restrictions stipulated within this agreement, the parties agree as follows:

The City shall agree to the up-rating of the existing SCE&G electrical transmission lines and associated pole structures along the Transmission Route by converting the existing transmission lines from 46kV to 115 kV. The up-rated lines and pole structures shall follow the existing transmission corridor along the Transmission Route.

SCE&G shall not deviate from the existing transmission corridor along the Transmission Route for the up-rating of the existing transmission lines and associated pole structures.

The capacity of the transmission line, or any transmission line in the City limits, shall not exceed 115 kV. Should necessity and convenience due to electricity demands in the Beaufort area require the installation of any line exceeding 115 kV, then SCE&G shall inform Beaufort City Council immediately and engage in a formal siting process within affected communities in conjunction with Beaufort City Council and any appointed representatives.

Prior to or concurrently to the up-rating of the existing transmission lines along the Transmission Route, SCE&G shall cause to be buried designated distribution lines along the Transmission Route, at its sole expense. SCE&G shall not be responsible for the burying of cable and telephone lines that share space on the existing 46 kV transmission poles. However, SCE&G shall coordinate and offer to the telephone and cable providers the use of the trench, which it shall dig, for the purpose of burying of the telephone and cable wire. The rights and obligations of this agreement shall be conditioned upon the agreement of the telephone and cable providers to bury their respective lines in the same trench. In connection with the burying of the distribution lines along the Transmission Route, SCE&G will be responsible for installing underground lines from the right-of-way to each customer meter (residential or commercial). SCE&G shall convert the overhead connection to the meter of each customer to an underground connection, and shall install a new meter can. The responsibility of SCE&G in this regard will cease at the new meter can. SCE&G agrees, however, to pay for the services of an independent electrician to connect the wires of each respective customer from the house or business to the new meter can.

SCE&G shall up-rate the existing transmission lines and poles and perform all associated work in compliance with established national safety codes.

Upon removal and burial by the perspective providers of all telephone and cable wires, SCE&G shall remove, at its own expense, all designated electrical distribution and replaced transmission poles along the Transmission Route.

The transmission poles to be upgraded shall be replaced with poles ranging in heights of eighty-five to one hundred and five feet. The City shall have the choice as to the final height and composition of the poles. SCE&G will furthermore provide recommendations for such heights and composition. Pole heights and pole material composition must be consistent on the up-rated 115 kV transmission line.

In connection with the work provided herein, SCE&G will restore landscaping, sidewalks, and curbing along the Transmission Route altered by the transmission up-grade construction. Upon completion of the up-grade to the transmission line, SCE&G will work with the City to develop a written plan for the additional installation of trees and shrubbery in an effort to screen the new transmission poles to as reasonable an extent as possible. SCE&G shall pay reasonable costs for such additional vegetation, and the City will be responsible for continued maintenance of same vegetation.

SCE&G shall consult with the City regarding the need for permanent fencing, barriers, and shall install, at its expense, any safety devices mutually agreed upon as necessary for public safety.

SCE&G shall develop a construction and safety plan, in addition to a construction schedule, and provide such plan to the City at least thirty (30) days prior to construction.

SCE&G shall brief the appropriately appointed city official(s) of construction activities on a weekly basis.

SCE&G, with agreement from the City, shall provide an appropriate and reasonable level of security regarding all construction activities for the duration of the project.


It is the intent of both parties that SCE&G will ultimately replace the upgraded transmission lines along the Transmission Route with transmission lines that are located within an established utility corridor in Northern Beaufort County that serves Lady's Island and Port Royal Island. The established corridor shall be of sufficient width to accommodate dual overhead transmission lines and associated pole structures. In this regard, SCE&G agrees to the following:

- To use the best reasonable efforts to gain approvals of an electric utility corridor within, or in connection with the northern by-pass corridor, including right-of-way acquisition, in order to accommodate the overhead lines and associated pole structures.
- Promptly, after gaining approval of such a dual-line electric utility corridor, including right-of-way acquisition, SCE&G agrees to use its best reasonable efforts to obtain all permits and approvals for relocating the transmission lines along the Transmission Route to said electric utility corridor.
- Promptly, upon receipt of all necessary permits and approvals, including acquisition of right-of-way, SCE&G agrees to relocate and replace the transmission lines along the Transmission Route to the new electric utility corridor, and to remove the transmission poles and lines along the Transmission Route, at its expense.


SCE&G agrees to meet with the City and provide any information requested by the City regarding any design, construction, or maintenance concerns pertaining to its electrical transmission or distribution systems located within the City.

SCE&G will install appropriate street lighting along the Transmission Route once the transmission line up-rating is complete and the burying of designated distribution lines is in progress. The selection and style of such lights will be made by SCE&G only after consultation with and approval of the City.

The parties specifically agree that this Agreement, and the rights, stipulations, and undertakings set forth herein, shall be binding upon both parties.


BILL RAUCH, MAYOR

ATTEST:


BEVERLY W. GAY, CITY CLERK

1st Reading May 13, 2008

2nd Reading
& Adoption May 27, 2008

Reviewed by:

William B. Harvey, III, City Attorney

