

ORIGINAL

RESOLUTION NO.: R-2025-063

Authorizing the City Manager to execute the Bull and Elmwood OWIP Agreement between the City of Columbia and Dominion Energy South Carolina Inc.

BE IT RESOLVED by the Mayor and City Council this 7th day of October, 2025, that the City Manager is hereby authorized to execute the attached Bull and Elmwood OWIP Agreement, or on a form to be approved by the City Attorney, for the improvements along Elmwood Avenue from Bull Street to Marion Street, and along Bull Street from Elmwood Street to Calhoun Street.

Requested by:

Assistant City Manager Shealy

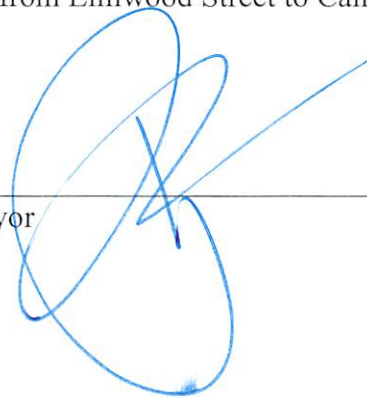
Approved by:


City Manager

Approved as to form:


City Attorney

Introduced: 10/07/2025
Final Reading: 10/07/2025


Mayor

ATTEST:


City Clerk



AGREEMENT FOR RELOCATION SERVICES AND OTHER WORK IN PROGRESS

This Agreement for Relocation Services and Other Work in Progress ("Agreement" or "OWIP") is entered into and effective this 28th day of Oct, 2025, by and between

Dominion Energy South Carolina Inc., a corporation organized and existing under the laws of the State of South Carolina ("DESC"), and the **City of Columbia**, a body politic and corporate and a political subdivision of the State of South Carolina ("City"). DESC and City may each hereinafter be referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, DESC has constructed and maintained overhead electric distribution facilities along Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood Ave. to Calhoun St. in Richland County, City of Columbia, South Carolina ("Overhead Facilities"); and

WHEREAS, City is implementing area improving development projects, which include improvements along Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood to Calhoun St. and

WHEREAS, in connection with this development Project, the City has requested that DESC relocate and convert the Overhead Facilities to non-standard underground electrical distribution facilities ("Non-Standard Service Project"); and

WHEREAS, DESC and the City entered into a Franchise Agreement approved by Ordinance No. 2002-009 dated March 13, 2002, included as Exhibit A to the Conveyance Agreement by and between South Carolina Electric & Gas Company and the City of Columbia, South Carolina dated as of February 20, 2002 (the "Franchise Agreement") containing provisions in Section 11 of the Franchise Agreement for the construction, financing and payment for Non-Standard Service projects; and

WHEREAS, DESC is willing to undertake the Non-Standard Service Project requested by the City and advance the costs of the Non-Standard Service Project; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the responsibilities of the Parties relating to the Non-Standard Service Project.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, DESC and the City mutually agree as follows:

- A. The Non-Standard Service Project is defined as the conversion of DESC's Overhead Facilities to non-standard underground electrical distribution facilities along

Elmwood Ave. from Bull St. to Marion St., and along Bull St. from Elmwood to Calhoun St.) as depicted on the attached sketch, attached hereto and made a part hereof, and any changes or amendments thereto ("DESC Drawings"). Any significant changes in the Non-Standard Service Project that will affect the cost of the Non-Standard Service Project shall be made pursuant to a change order signed by the City and DESC and reflected in changes to the DESC Drawings. This Non-Standard Service Project may be amended by separate agreement to include municipal street lighting as agreed to by both parties. In the absence of such amendment, DESC shall have no obligation for municipal street lighting under this OWIP, and any new lighting within the Non-Standard Service Project area must be provided pursuant to a separate agreement between the Parties consistent with DESC's approved tariffs. The Non-Standard Service Project does not include any customer service connections or electrical work that will be required to connect customers to DESC's underground electrical distribution facilities following completion of the Non-Standard Service Project. The NSSP project includes a section of undergrounding to be placed within the right of way of Marion Street. Per this agreement, Dominion is provided utility relocation protection as part of this project and shall not be asked to bear the cost of relocating the line if deemed necessary by the City in the future. If Dominion elects to relocate the line without it being related to a City project/request and instead, the relocation is part of a Dominion Capital Improvement or Maintenance project, covering such cost shall be the responsibility of Dominion.

B. Cost of the Non-Standard Service Project is defined as the actual costs charged to and accumulated in DESC's OWIP Job Order No. 023105. These costs include, *inter alia*, DESC's labor, contract labor, materials and supplies, switching equipment, storeroom, transportation, miscellaneous traffic control, engineering, administration, engineering and administration overhead, design and redesign, if any, and DESC's cost of capital.

1. The Parties acknowledge and agree that the following table is an estimate of the cost of the Non-Standard Service Project. The Parties acknowledge and agree that the total actual cost of the Non-Standard Service Project will be different, and the final, total cost of the Non-Standard Service Project is based on the actual costs charged to and accumulated in DESC's OWIP Job Order No. 023105.

Labor	\$295,625
Payroll	\$34,770
Materials	\$333,216
Transportation	\$42,000
Engineering & Admin. Overheads	\$139,432
AFUDC	\$7,375
Total	\$852,418

2. The cost of the Non-Standard Service Project does not include any service installations or electrical work that will be required to connect customers to DESC's electric distribution facilities following the completion of the Non-Standard Service Project. Customer connection points are specified on DESC

Drawings. DESC will make the final terminations at the defined connection points as part of the Non-Standard Service Project. All other conversion work, including underground electric service installation and customer lighting, is the responsibility of the City. The service voltage supplied by DESC following the completion of the Non-Standard Service Project shall be at DESC's discretion and may be different from the existing service voltage currently supplied at each location. DESC will provide City with current voltage and available future voltage for each customer.

3. DESC agrees to provide engineering support to determine service connection requirements; provided, however, DESC's engineering expenses to determine such requirements will be charged to DESC's OWIP Job Order No. 023105 in order to accumulate the actual cost of the Non-Standard Service Project.
4. The City shall pay for the Non-Standard Service Project as costs are incurred as provided for in Section 11(E) ("Advanced Funds") of the Franchise Agreement. Actual accumulated costs will be billed monthly by DESC to the City. Final invoice reconciliation at project completion will be based on actual costs. DESC shall provide a full and detailed accounting of the costs to date of the project with each invoice. Should the City default on a payment associated with this Non-Standard Service Project, DESC will reserve the right to cease construction and withhold an equal amount from the next scheduled franchise payment.

C. Obligations of the Parties

1. If necessary, the City shall use its efforts to acquire all necessary rights-of-way, permits, equipment locations, or other use and access rights for the Non-Standard Service Project as stated in the Franchise Agreement. DESC is not responsible for proceeding with the project if permits, rights-of-way, equipment locations and access rights cannot be provided by City. In the event DESC is ever required by the City or a third party to relocate the facilities installed as part of the Non-Standard Service Project, the City agrees to provide acceptable relocation areas, satisfactory easements and pay all costs associated with the relocation. Should the City fail to pay any costs associated with a relocation, DESC will reserve the right to withhold an equal amount from the subsequent scheduled franchise payment to the City. Acceptability of future relocation areas shall be determined solely by DESC.

Any required permits shall include the relocation provision stated above.

2. Within three (3) months following completion of the Non-Standard Service Project, the City shall require all electric customers to connect to DESC's underground electric distribution facilities. DESC will notify the City as phases of the Non-Standard Service Project are completed. The City will notify each customer in the Non-Standard Service Project area about the connection requirements and how the cost of connection will be covered.
3. Within three (3) months of all electric customers connecting to DESC's underground electric distribution facilities, DESC shall remove all its overhead electrical distribution facilities and remove poles when fully vacated or when, in DESC's sole opinion, it is legally permissible to do so, whichever occurs first. Each Party shall act within its legal authority to require other utilities to remove their facilities from DESC's poles at no cost to DESC. DESC will provide notice to other utility companies of the relocation of DESC's facilities from overhead to underground and provide notice to all other utilities occupying the poles to vacate the poles, within lawful and/or within contractual authority; however, DESC is not responsible for any costs associated with delays caused by the failure of other companies located in the Non-Standard Service Project area to convert their facilities to underground and remove their overhead facilities.
4. As a condition precedent to the Parties' mutual obligations under this Agreement, the Non-Standard Service Project must first be approved by all Federal, State and Local entities having jurisdiction over the Project.

D. Miscellaneous

1. DESC shall, at all times, maintain ownership of any and all facilities specified by DESC whether installed by DESC or a contractor working for the City or DESC.
2. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon: personal delivery to the Party to whom they are addressed; or, if sent via e-mail or facsimile to the facsimile number or email address indicated below; or, if mailed to the address indicated below, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC

City of Columbia

Attn: Royce Shannon, Dir of Operations	Attn:
220 Operation Way	
MC-J40	
Cayce, SC 29033	
Email: douglas.shannon@dominionenergy.com	

3. NEITHER PARTY NOR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR THE LOSS OF PROFIT OR PRODUCTION, LOSS OF USE, COSTS OF CAPITAL, INTEREST ON LOANS, COST OF PURCHASED OR REPLACEMENT POWER, FUEL COSTS, LOSS OF PRODUCTIVITY, OR CLAIMS OF CUSTOMERS RELATED TO ANY CAUSE OF ACTION UNDER THIS AGREEMENT OR ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER SUCH CAUSE OF ACTION IS BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, OR OTHERWISE.
4. DESC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT.
5. No assignment of this Agreement, in whole or in part by the City, will be made without the prior written consent of DESC, such consent to be at DESC's sole discretion.
6. This Agreement may not be amended except by written agreement signed by an authorized representative of each party.
7. Each party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.
8. This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the Parties themselves.
9. This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

10. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

City of Columbia

Dominion Energy South Carolina Inc.

By: *Teresa B. Wilson*

By: *D. Royce Shannon*

Print Name: *Teresa B. Wilson*

Print Name: Royce Shannon

Its: *City Manager*

Its: Director – Electric Operations