

# TOWN OF SEABROOK ISLAND

Town Council Meeting

March 28, 2023– 2:30 PM

Town Hall, Council Chambers  
2001 Seabrook Island Road  
Seabrook Island, SC 29455



[Watch Live Stream \(YouTube\)](#)

**Virtual Participation:** Individuals who wish to participate in the meeting via Zoom may call (843) 768-9121 or email [kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org) for log-in information prior to the meeting.

## AGENDA

1. **Call to Order – Roll Call – Freedom of Information – Pledge of Allegiance**
2. **Approval of Minutes:**
  - Town Council Regular Meeting Minutes – February 28, 2023
  - Town Council Work Session Meeting Minutes – March 14, 2023
3. **Presentations:** *There are no presentations*
4. **Public Hearing Items:**
  - Ord. 2022-08: An ordinance to grant to Berkeley Electric Cooperative, Inc., the non-exclusive right, power, and authority to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys and public places of the Town of Seabrook Island, its electric lines, poles, wires, guys, push braces, and appurtenant electric distribution facilities, whether used to render service to the town or not, together with any necessary right of access thereto, for such period as the same are needed by the Cooperative to render electric service to its customers in the Town of Seabrook Island, South Carolina; ; also to set the amount of the franchise fee to be paid by Berkeley Electric Cooperative, Inc., to the Town of Seabrook Island, South Carolina
  - Ordinance 2023-01: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County tax map number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 old forest drive, from the moderate lot single-family (R-SF2) district to the conservation (CP) district.
  - Ordinance 2023-02: An ordinance (“FRANCHISE ORDINANCE” or “AGREEMENT”) to grant to Dominion Energy South Carolina, INC. its successors and assigns, the limited non-exclusive right, power, and authority to erect and install, maintain, and operate on, along, across, in over, above, upon and under the streets, alleys and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities and (2) communication lines and facilities for use by the company

or any designee under the terms set forth in this agreement, together with any necessary right of access thereto, for such period as the same is needed by the company to render service to its customers in the Town of Seabrook Island, South Carolina from those facilities; to set the amount of franchise fee to be paid by Dominion Energy South Carolina, INC. to the Town; If so required, to levy franchise fees on third parties selling electricity using the company's electric systems; to allow for the establishment of a fund and underground Utility Districts for electric non-standard service; be it ordained by the Mayor and Council of Seabrook Island in Town Council assembled.

5. **Citizens Comments:** *Any citizen may speak pertaining to any item listed on the meeting agenda which does not require a public hearing. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*

6. **Reports of Town Boards, Commissions, and Committees:**

- **Advisory Committees**
  - Community Promotions and Engagement Committee
  - Environment and Wildlife Committee
  - Public Safety Committee
  - Public Works Committee
- **Special Committees**
- **Ad Hoc Committees**
  - Short-Term Rental Ad Hoc Committee
- **Board of Zoning Appeals**
- **Planning Commission**
- **State Accommodations Tax Advisory Committee**
- **Utility Commission**

7. **Reports Town Officers:**

- **Mayor**
  - Update Regarding Town's Request for Public Assistance (Hurricane Ian)
  - Notification of Agreement Ancillary to Business License Reform and Related Ordinance
  - Update Concerning Charleston Regional Hazard Mitigation Plan
  - Update from Recent Informal Discussion with Representatives of Club, Marina, and SIPOA
- **Town Administrator**
  - 2023-24 Business License & Short-Term Rental Permit Renewals
  - 2023 Election Cost Estimate
  - Beach Patrol Update
  - Spring Shred Day Event
- **Town Clerk/Treasurer**
  - Report of Financials for the Month of February 2023
- **Town Attorney**
- **Zoning Administrator**
  - Code Enforcement Summary

- **Communications & Events Manager**
  - Disaster Awareness Day (June 1st: 10:00 am to 1:00 pm @ SIC Island House)
  - Chow Town Food Truck Rodeo Approval for Beer & Wine

**8. Ordinances for Second Reading:**

- Ord. 2022-08: An ordinance to grant to Berkeley Electric Cooperative, Inc., the non-exclusive right, power, and authority to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys and public places of the Town of Seabrook Island, its electric lines, poles, wires, guys, push braces, and appurtenant electric distribution facilities, whether used to render service to the town or not, together with any necessary right of access thereto, for such period as the same are needed by the Cooperative to render electric service to its customers in the Town of Seabrook Island, South Carolina; ; also to set the amount of the franchise fee to be paid by Berkeley Electric Cooperative, Inc., to the Town of Seabrook Island, South Carolina
- Ordinance 2023-01: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County tax map number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 old forest drive, from the moderate lot single-family (R-SF2) district to the conservation (CP) district.
- Ordinance 2023-02: An ordinance (“FRANCHISE ORDINANCE” or “AGREEMENT”) to grant to Dominion Energy South Carolina, INC. its successors and assigns, the limited non-exclusive right, power, and authority to erect and install, maintain, and operate on, along, across, in over, above, upon and under the streets, alleys and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities and (2) communication lines and facilities for use by the company or any designee under the terms set forth in this agreement, together with any necessary right of access thereto, for such period as the same is needed by the company to render service to its customers in the Town of Seabrook Island, South Carolina from those facilities; to set the amount of franchise fee to be paid by Dominion Energy South Carolina, INC. to the Town; If so required, to levy franchise fees on third parties selling electricity using the company’s electric systems; to allow for the establishment of a fund and underground Utility Districts for electric non-standard service; be it ordained by the Mayor and Council of Seabrook Island in Town Council assembled.

**9. Ordinances for First Reading:**

- Ordinance 2023-03: An ordinance authorizing and directing the Town of Seabrook Island to enter into an intergovernmental agreement relating to South Carolina Local Revenue Services; to participate in one or more local revenue services programs; to execute and deliver one or more participant program supplements; and other matters relating thereto

**10. Other Action Items:**

- Resolutions 2023-01 thru 2023-23: Resolutions to appoint and commission multiple code enforcement officers for the proper security and general welfare for the Town of Seabrook Island [Beach Patrol]
- Electric Service Rights Agreement: Agreement concerning electric service rights between Berkeley Electric Cooperative, Inc., and Dominion Energy South Carolina, Inc.
- Committee Appointment: Request to appoint one member to the Public Safety Committee to fill the remainder of an unexpired term

**11. Items for Information or Discussion**: *There are no Items for Information or Discussion*

**12. Citizen Comments**: *Any citizen may speak pertaining to any town matter, except personnel matters. Each speaker shall be limited to 3 minutes in which to make his or her comments. Town council shall allow no more than 30 minutes for citizen comments. Preference shall be given to individuals who have signed up or otherwise notified the town clerk/treasurer of a desire to speak prior to the start of the meeting.*

**13. Executive Session**

- **Discussion of Personnel Matter (S.C. Code Sec. 30-4-70(a)(1))**
  - *Please Note: Town Council may take action on Executive Session Items listed on the agenda when they come back into Public Session*

**14. Council Comments**

**15. Adjournment**

# TOWN OF SEABROOK ISLAND

Town Council Meeting

February 28, 2023

[Watch Live Stream \(YouTube\)](#)



## MINUTES

### 1. Call to Order – Roll Call – Freedom of Information – Pledge of Allegiance

Mayor Gregg called the February 28, 2023, Town Council Regular Meeting to order at 2:30PM. Councilwomen Finke and Fox (virtual), Councilmen Goldstein and Kortvelesy, Town Administrator Cronin, Zoning Administrator Newman, Communications & Events Manager Ochoa, and Town Clerk Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

### 2. Approval of Minutes:

- Town Council Regular Meeting Minutes – January 24, 2023
- Town Council Work Session Meeting Minutes – February 14, 2023

Councilwoman Finke moved to approve the previous meeting minutes of January 24; Councilman Kortvelesy seconded. All voted in favor.

The previous meeting minutes of January 24 were approved.

Councilwoman Finke moved to approve the previous meeting minutes of February 14; Councilman Kortvelesy seconded. All voted in favor.

The previous meeting minutes of February 14 were approved.

### 3. Presentations:

None.

### 4. Public Hearing Items:

None.

### 5. Executive Session:

- Discussion of Personnel Matters (S.C. Code Sec. 30-4-70(a)(1))
  - *Please Note: Town Council may take action on Executive Session Items listed on the agenda when they come back into Public Session.*

The Executive Session was postponed.

**6. Citizens Comments:**

Town Clerk Watkins listed the individuals who submitted public comments prior to the meeting.

A copy of the comments is available with these minutes and upon request.

**7. Reports of Town Boards, Commissions, and Committees:**

- **Advisory Committees**

- Community Promotions and Engagement Committee

Councilwoman Fox reminded all the Community Promotions Grant Program, and the first round of applications will be reviewed on the March 16<sup>th</sup> meeting.

- Environment and Wildlife Committee

Councilwoman Finke summarized the February meetings of the Environment & Wildlife Committee.

A discussion was had on a public comment received regarding dogs on the beach.

- Public Safety Committee

Councilman Kortvelesy summarized the Public Safety Committee meeting on February 21<sup>st</sup>.

Councilman Kortvelesy noted the upcoming Disaster Recovery Council (DRC) will be held on March 21<sup>st</sup> at 10:00AM in lieu of the regular Public Safety Committee Meeting.

- Public Works Committee

Councilman Goldstein updated Council on the proposed Town Hall Annex and Garage.

A discussion was had on the timeline for the proposed Town Hall Annex and Garage.

A discussion was had on where the bid for the proposed project will be posted.

- **Special Committees**

None.

- **Ad Hoc Committees**

The Short-Term Rental Ad Hoc Committee noted the report should be presented to Council during the March Town Council Meeting.

- **Board of Zoning Appeals**

None.

- **Planning Commission**

None.

- **State Accommodations Tax Advisory Committee**

None.

- **Utility Commission**

None.

**8. Reports Town Officers:**

- **Mayor**

- Update Concerning Charleston Regional Hazard Mitigation Plan

Mayor Gregg summarized the first 2023 meeting of the Charleston Regional Hazard Mitigation Planning Committee that was held on February 23<sup>rd</sup>.

Mayor Gregg noted that the 2023 Plan Update will be a five-year cycle update and subject to FEMA approval and summarized the Town's responsibilities for the Regional Update.

- Update from Recent Information Discussion with Representatives of the Club, Marina, and SIPOA

Mayor Gregg updated members of Council from recent informal discussions had with representatives for the Seabrook Island Club, the Marina, and the Seabrook Island Property Owners Association (SIPOA) that was had on February 15.

- **Town Administrator**

- Introduction of Robin Ochoa, Communication & Events Manager

Town Administrator Cronin introduced Robin Ochoa as the new Communications & Events Manager.

- **Town Clerk/Treasurer**

- Report of Financials for the Month of January 2023

Town Clerk Watkins summarized the January Financials as follows:

- Total fund balance ending on January 31, 2023, was \$8,297,487 an amount about \$1,339,490 more than the balance as of January 31, 2022.
- Unrestricted revenue for January totaled \$69,873 representing about 4.0% for the 2023 annual budget and being about \$36,049 more than for the same period in 2022.
- Expenditures for January totaled \$115,767 which is 6.3% of the 2023 annual budget. Expenditures for the year were about \$31,396 more compared to the same period of 2022.
- Excess of expenditures over revenues was \$45,894 for January compared to an excess expenditure over revenues of \$50,549 in the same period of 2022, representing an increase in revenue from this year compared to last.

Town Clerk Watkins reminded members of Council to file their Statement of Economic Interests by March 30<sup>th</sup> to the State Ethics Commission to avoid penalties.

- **Town Attorney**

None.

- **Zoning Administrator**

- Code Enforcement Summary

Zoning Administrator Newman summarized the code enforcement summary since the previous Council meeting.

Zoning Administrator Newman updated Council on the status of hiring additional part-time code enforcement officers before the summer season starts.

A discussion was had on how the Town classifies a decal infraction to a business.

**9. Ordinances for Second Reading:**

None.

**10. Ordinances for First Reading:**

- Ordinance 2023-01: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County tax map number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 old forest drive, from the moderate lot single-family (R-SF2) district to the conservation (CP) district.

Zoning Administrator Newman summarized Ordinance 2023-01.

Councilwoman Finke moved to approved Ordinance 2023-01 for first reading; Councilman Kortvelesy seconded. All voted in favor.



**Ordinance 2023-01 passed first reading.**

- Ordinance 2023-02: An ordinance (“FRANCHISE ORDINANCE” or “AGREEMENT”) to grant to Dominion Energy South Carolina, INC. its successors and assigns, the limited non-exclusive right, power, and authority to erect and install, maintain, and operate on, along, across, in over, above, upon and under the streets, alleys and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities and (2) communication lines and facilities for use by the company or any designee under the terms set forth in this agreement, together with any necessary right of access thereto, for such period as the same is needed by the company to render service to its customers in the Town of Seabrook Island, South Carolina from those facilities; to set the amount of franchise fee to be paid by Dominion Energy South Carolina, INC. to the Town; If so required, to levy franchise fees on third parties selling electricity using the company’s electric systems; to allow for the establishment of a fund and underground Utility Districts for electric non-standard service; be it ordained by the Mayor and Council of Seabrook Island in Town Council assembled.

Town Administrator Cronin summarized Ordinance 2023-02 and how it relates to the franchise agreement with Berkeley Electric Cooperative ordinance.

The council clarified the redline version from the Town Attorney is the first reading ordinance.

Councilwoman Finke moved to approve Ordinance 2023-02 for first reading; Councilman Kortvelesy seconded. All voted in favor.

**Ordinance 2023-02 passed first reading.**

**11. Other Action Items:**

- Beach Patrol Contract: Request to approve the first addendum to the Beach Patrol Services Contract with Island Beach Services LLC (d/b/a Barrier Island Ocean Rescue)

Town Administrator Cronin summarized the first addendum to the Beach Patrol Services Contract with Island Beach Services LLC DBA Barrier Island Ocean Rescue.

Councilwoman Finke moved to approve the Beach Patrol Contract; Councilman Kortvelesy seconded. All voted in favor.

**The Beach Patrol Contract was approved as presented.**

- eGroup Contract: Request to approve the second addendum to the Emergency Preparedness Services Contract with eGroup Holding Company LLC

Town Administrator Cronin summarized the second addendum to the Emergency Preparedness Services Contract with eGroup Holding Company LLC.

Councilwoman Finke moved to approve the Emergency Preparedness Services Contract; Councilman Kortvelesy seconded. All voted in favor.

The Emergency Preparedness Services Contract was approved as presented.

- Dolphin Education Program Contract: Request to approve an agreement with the Lowcountry Marine Mammal Network for services related to the 2023 Seabrook Island Dolphin Education Program

Town Administrator Cronin summarized the proposed agreement with Lowcountry Marine Mammal Network for services related to the 2023 Seabrook Island Dolphin Education Program.

The council thanked the Lowcountry Marine Mammal Network and volunteers for what they do for the Dolphin Education Program.

Councilwoman Finke moved to approve the Dolphin Education Program Contract; Councilman Kortvelesy seconded. All voted in favor.

The Dolphin Education Program Contract was approved as presented.

**12. Items for Information or Discussion:**

None.

**13. Citizen Comments:**

None.

**14. Council Comments**

None.

**15. Adjournment**

Councilwoman Finke moved to adjourn the meeting; Councilman Kortvelesy seconded. All voted in favor.

The meeting adjourned at 3:29PM.

Date: March 24, 2023

Prepared by: *Katharine E. Watkins*  
Town Clerk/Treasurer

# TOWN OF SEABROOK ISLAND

Town Council – Work Session

March 14, 2023

[Watch Live Stream \(YouTube\)](#)



## MINUTES

### Call to Order – Roll Call – Freedom of Information

Mayor Gregg called the March 14, 2023, Town Council Work Session to order at 1:00PM. Councilwomen Finke and Fox, Councilmen Goldstein and Kortvelesy, Town Administrator Joe Cronin, Zoning Administrator Tyler Newman, Town Attorney Stephen Brown, and Town Clerk Katharine Watkins participated in the meeting. The Town Clerk confirmed that notice of the meeting was properly posted, and the requirements of the Freedom of Information Act had been met.

### Presentations

- Dr. Abby Sterling, Director of the Georgia Bight Shorebird Conservation Initiative (Manomet); WHSRN Application for Seabrook Island

Dr. Sterling presented information concerning the Western Hemisphere Shorebird Reserve Network (WHSRN), and the application process to receive this designation.

A discussion was had on the level of designation Seabrook Island would have and if this designation would interfere with the application for the Captain Sams Inlet relocation project.

The council inquired about the application status for Deveaux Bank, if there is a cost associated with applying for the WHSRN designation, and how Manomet is funded.

A discussion was had on the next steps needed in the application process.

### Executive Session

- Discussion of Legal Matters (S.C. Code Sec. 30-4-70(a)(2).

Councilwoman Finke moved to adjourn into Executive Session; Councilwoman Fox seconded. All voted in favor.

**Council adjourned into Executive Session at 1:23PM.**

**Council voted to adjourn the Executive Session at 2:56PM. No other actions were taken.**

### Mayor John Gregg

- Update Concerning Town's Bonding Authority

Mayor Gregg noted that The Town Administrator and I have been in touch with counsel who assisted the Town with preparation of the 2019 Bond Ordinance (Ordinance 2019-07) to begin

the process of reviewing and updating the Town's bonding authority. It is desirable to update the authority to account for changes in both the basis (property valuation) by which bonding is limited and estimated costs for repairs, replacements and debris removal resulting from a disaster event. Under the 2019 ordinance, the bonding limit is \$4.5MM. The ordinance contemplates both issuance of bonds and issuance of general obligation bond anticipation notes pending issuance of the bonds.

- CACVB Vacation Rental Update (Seabrook Island)

Mayor Gregg noted that members were provided the final version of the Winter 2022 Rental Report. Mayor Gregg further noted that owing to limited data, the report does not reflect actual data for Seabrook Island but relies on averages from other coastal communities to represent activity on Seabrook Island.

- Update concerning Sewer Usage Projection and Proposed Development (Bohicket Creek Investors)

Mayor Gregg reminded members that the Town is expecting to receive a request for annexation of a parcel fronting Betsy Kerrison Parkway and owned by the owners of the Marina.

Mayor Gregg summarized a meeting held on January 18 among representatives of the Town, the Marina owners, and the Seabrook Island Utility Commission.

**Town Council Members:**

- **Jeri Finke**

Councilwoman Finke noted that she will be serving on the Seabrook Island Club Long Range Planning Committee, and other members of the community who are on this.

- **Patricia Fox**

Councilwoman Fox summarized a meeting had with Communications & Events Manager Ochoa and noted that Ms. Ochoa offered to assist anyone who would be writing an article for the Seabrooker.

Councilwoman Fox noted the upcoming Community Promotions and Engagement Committee on March 16<sup>th</sup> and will be reviewing the first round of applications for the Community Promotions Grant.

Councilwoman Fox summarized the most recent Seabrook Island Property Owners Association (SIPOA) long range planning meeting.

- **Barry Goldstein**

None.

- **Dan Kortvelesy**

Councilman Kortvelesy noted the upcoming Disaster Recovery Council Meeting will be held on March 21<sup>st</sup> at 10:00AM.

**Town Administrator Joe Cronin**

- Action Items for March 28, 2023 Meeting
  - Ord. 2022-08: An ordinance to grant to Berkeley Electric Cooperative, Inc., the non-exclusive right, power, and authority to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys and public places of the Town of Seabrook Island, its electric lines, poles, wires, guys, push braces, and appurtenant electric distribution facilities, whether used to render service to the town or not, together with any necessary right of access thereto, for such period as the same are needed by the Cooperative to render electric service to its customers in the Town of Seabrook Island, South Carolina; ; also to set the amount of the franchise fee to be paid by Berkeley Electric Cooperative, Inc., to the Town of Seabrook Island, South Carolina [*SECOND READING & PUBLIC HEARING*]
  - Ord. 2023-01: An ordinance amending the zoning map of the Town of Seabrook Island so as to change the zoning designation for Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family Residential (R-SF2) district to the Conservation (CP) district [*SECOND READING & PUBLIC HEARING*]
  - Ord. 2023-02: An ordinance (“Franchise Ordinance” or “Agreement”) to grant to Dominion Energy South Carolina, INC. its successors and assigns, the limited nonexclusive right, power, and authority to erect and install, maintain, and operate on, along, across, in over, above, upon and under the streets, alleys and other public places of the Town: (1) electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities and (2) communication lines and facilities for use by the company or any designee under the terms set forth in this agreement, together with any necessary right of access thereto, for such period as the same is needed by the company to render service to its customers in the Town of Seabrook Island, South Carolina from those facilities; to set the amount of franchise fee to be paid by Dominion Energy South Carolina, INC. to the Town; If so required, to levy franchise fees on third parties selling electricity using the company’s electric systems; to allow for the establishment of a fund and underground Utility Districts for electric non-standard service [*SECOND READING & PUBLIC HEARING*]
  - Electric Service Rights Agreement: Agreement concerning electric service rights between Berkeley Electric Cooperative, Inc., and Dominion Energy South Carolina, Inc.
  - Code Enforcement Officer Resolutions (Beach Patrol): Resolutions to appoint and commission multiple code enforcement officers for the proper security and general welfare for the Town of Seabrook Island

Town Administrator Cronin noted the upcoming action items that will be on the upcoming Town Council Regular Meeting on March 28<sup>th</sup>.

- Items for Information
  - Update of meeting with Sheriff Kristin Graziano

Town Administrator Cronin summarized a meeting had with Sheriff Kristin Graziano on a potential dedicated service area for Johns Island, Kiawah Island, and Seabrook Island.

A discussion was had if the Sheriff's Office will be at the upcoming DRC meeting on March 21<sup>st</sup>.

- Update on the status of MyGov licensing and permitting software

Town Administrator Cronin updated members of council on the status of MyGov.

The council inquired on the issues involved with MyGov and if the Town decided to not use, and when the public portal component will be available.

The council inquired on the contract with MyGov for what their obligations are with support.

- Town Clerk Watkins noted there is a vacancy on the Public Safety Committee which will be voted on at the upcoming regular Town Council Meeting on March 28<sup>th</sup>.

### **Adjourn**

Councilwoman Finke moved to adjourn; Councilwoman Fox seconded. All voted in favor.

The meeting adjourned at 3:24PM.

Date: March 24, 2023

Prepared by: *Katharine E. Watkins*  
Town Clerk/Treasurer

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-08**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE TO GRANT TO BERKELEY ELECTRIC COOPERATIVE, INC., THE NON-EXCLUSIVE RIGHT, POWER, AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND UPON THE STREETS, ALLEYS AND PUBLIC PLACES OF THE TOWN OF SEABROOK ISLAND, ITS ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, AND APPURTENANT ELECTRIC DISTRIBUTION FACILITIES, WHETHER USED TO RENDER SERVICE TO THE TOWN OR NOT, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME ARE NEEDED BY THE COOPERATIVE TO RENDER ELECTRIC SERVICE TO ITS CUSTOMERS IN THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; ALSO TO SET THE AMOUNT OF THE FRANCHISE FEE TO BE PAID BY BERKELEY ELECTRIC COOPERATIVE, INC., TO THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA**

**WHEREAS**, electricity and related services are currently provided within the Town of Seabrook Island by the Berkeley Electric Cooperative, Inc. under a duly authorized franchise agreement; and

**WHEREAS**, both the Town of Seabrook Island and Berkeley Electric Cooperative, Inc. desire that such service shall continue; and

**WHEREAS**, the Town of Seabrook Island and Berkeley Electric Cooperative, Inc. have negotiated an amended Franchise Agreement whereby said Berkeley Electric Cooperative, Inc. shall continue to be granted the right to use the public rights-of-way within the Town for the purpose of erecting, constructing, maintaining, and operating its facilities; and

**WHEREAS**, the said amended Franchise Agreement sets forth the method by which the Town shall be compensated for the rights and privileges granted to Berkeley Electric Cooperative, Inc.; and

**WHEREAS**, the Mayor and Council of the Town of Seabrook Island believe that adoption of the amended Franchise Agreement is in the best interest of its citizens and property owners; and

**WHEREAS**, the payments made to the Town under the terms and conditions of the amended Franchise Agreement shall be in lieu of business license fees; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on this ordinance during a duly called meeting on \_\_\_\_\_;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND, S.C.:**

**SECTION 1**

That wherever the word "Cooperative" appears in the Ordinance, it is hereby to designate, and shall refer to, Berkeley Electric Cooperative, Inc., a corporation organized, authorized, and doing business pursuant to the laws of the State of South Carolina, its successors and assigns. That wherever "Town"

appears in this Ordinance, it is hereby to designate, and shall refer to, the Town of Seabrook Island, South Carolina.

## **SECTION 2**

That the non-exclusive right, power, and authority is hereby granted and vested in said Cooperative to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys, and public places of the Town, its electric lines, poles, wires, guys, push braces, and appurtenant electric facilities, whether used to render service to the Town or not, together with any necessary right of access thereto, for such period as the same are needed by the Cooperative to render electric service to its customers in said Town; all for a term of thirty (30) years.

## **SECTION 3**

The Cooperative shall have the right to continue its service, to construct, extend, operate, and maintain an electric distribution system for its existing customers within the present Town limits and to existing and new customers in the extended Town limits when the extended Town limits encompass an area which has been previously assigned to the Cooperative by the Public Service Commission for the State of South Carolina. As required by federal law, the Cooperative may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable or other telecommunications carriers to secure any necessary easements or permits for their attachments.

## **SECTION 4**

The Cooperative shall be entitled to charge its customers within the Town for electric service at the prevailing rates prescribed and approved from time to time by the Board of Trustees of the Cooperative. Provided, however, that said rates shall be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

## **SECTION 5**

No street, alley, bridge, or other public place used by the Cooperative in the construction or maintenance of its distribution system shall be obstructed longer than necessary to perform such construction or maintenance work, and shall be restored to the same good order and condition as when said work commenced. No part of any street, alley, bridge, or other public place of said Town, including any public drain, sewer, catch basin, water pipes, pavement, or other public improvements shall be injured, but if such damage should occur due to the Cooperative's failure to use due care, then the Cooperative shall promptly repair the same, and in default thereof, the Town may make such repairs and charge the reasonable cost thereof to and collect the same from the Cooperative. The Cooperative shall save the Town harmless from all liability or damages (including judgments, decrees and legal court costs) resulting solely from the Cooperative's failure to use due care in the exercise of the privileges hereby granted.

## **SECTION 6**

Upon approval of this Franchise Agreement and the franchise agreement between Dominion Energy South Carolina, Inc. ("DESC") and the Town in accordance with the terms of the Agreement Concerning Electric Service Rights Between Berkeley Electric Cooperative and DESC, dated \_\_\_\_\_, 2022 ("Electric



Service Rights Agreement”), the Cooperative shall have electric service rights to the parcels shaded in green on Exhibit A, and DESC shall have electric service rights to the parcels shaded in red on Exhibit A, provided, however, that:

- A. The Cooperative may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreement until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to DESC; and DESC may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreement until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Cooperative. After any building or structure that is being served by DESC or the Cooperative pursuant to the terms of this Section VI is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether DESC or the Cooperative has the right to provide electric service to any future replacement building or structure within that parcel.
- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Cooperative or DESC provides electric service to such new building or structure.
- C. Upon any future annexation by the Town, the Cooperative shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and DESC shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the Town Council does not approve this Franchise Agreement and the franchise agreement with DESC pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

#### **SECTION 7**

The Cooperative shall furnish, install, operate, and maintain a street lighting system and service along the streets, highways, alleys, and public places of and located inside the Town as may be requested by the Town. The Town hereby accepts the street lighting system existing (if any) and operated by the Cooperative within the Town on the date of franchise effectiveness as the street lighting system and service which the Cooperative is initially obligated to provide pursuant to this section.

#### **SECTION 8**

In regard to the aforesaid street lighting system, if any, the Cooperative shall:

- A. Upon written request of the Town, expand and extend such system to areas inside the Town where the Cooperative is authorized by law to serve.
- B. Properly maintain the street lighting system in first class condition and all materials used therein

shall be of standard quality and kind and shall meet the requirements of good street lighting practices.

- C. Provide reliable street lighting service from dusk to dawn each night during the Ordinance period, or for such other times or occasions as may be required as a matter of safety due to abnormal darkness.
- D. Maintain at its own expense a system for repairing or renewing the lamps in use. The Cooperative, upon receiving official notice that there is a defective lamp, shall, within twenty-four (24) hours (except on Saturday, Sunday or holiday), put the same in order or replace same.
- E. Make changes in the location of any such street lighting facilities upon written order to the Town, provided the Town shall pay to the Cooperative the actual cost of labor, material, and other costs incurred in making such changes.

#### **SECTION 9**

For such street lighting service, the Town shall pay the Cooperative the prevailing standard rate charged for such services by the Cooperative. The Town shall pay promptly, within fifteen (15) days after receipt of proper bill from the Cooperative for the preceding month's service.

#### **SECTION 10**

The Town shall have access at all reasonable times to all maps, records, and rates relating to the street lighting system located in the Town.

#### **SECTION 11**

The Cooperative shall relocate any of its facilities located within the Town upon written order of the Town, provided such relocation can be accomplished without substantial detriment to the Cooperative's distribution system and provided that the Town shall pay to the Cooperative the actual cost of labor, material, and other costs incurred in making such relocation.

#### **SECTION 12**

The Town agrees that all electric energy supplied by the Cooperative (except for street lighting) shall be metered by standard meters to be owned, furnished, and maintained by the Cooperative. All electric wires, fixtures, lamps, appliance, equipment, and machinery used in the Town's buildings shall be installed, owned, maintained, and operated by the Town at its cost and expense.

The Cooperative shall charge and the Town shall pay for any such electric service according to the Cooperative's applicable rate schedules which shall at all times be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

None of the electric energy furnished to the Town under this section shall be sold or disposed of to others without the expressed written consent of the Cooperative; provided, however, this restriction shall not apply to any electric vehicle charging station owned and operated by the town and made available to the public.

### **SECTION 13**

The electric service performed pursuant to this Ordinance is not guaranteed to be free from minor interruptions or from major outages beyond the reasonable control of the Cooperative. In the event electric service should be wholly or partially interrupted or suspended, or shall fail, due to any cause beyond the reasonable control of the Cooperative and not due to its neglect, or in the event the Cooperative shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or make repairs or alterations thereto, the Cooperative shall not be obligated to provide said service during any such period of interruption or suspension or failure and shall not be liable for any damage or loss resulting therefrom.

### **SECTION 14**

All sidewalks, street pavements, street surfaces, or other public improvements which may be disturbed or damaged by reason of the Cooperative's erecting poles or performing any necessary work upon the streets and public places of the Town shall be properly replaced and repaired by the Cooperative to the reasonable requirements of the Town.

### **SECTION 15**

The Cooperative, as to all other terms and conditions of service not specifically stated or covered herein, shall supply electric service under this Ordinance, and the Town shall receive and utilize such service, consistent with the Service Rules and Regulations of the Cooperative, both as they now exist or as established and revised from time to time by the Cooperative's Board of Trustees. No provision or section of this Ordinance, however, shall prevent the Town from exercising any other lawful authority or regulatory power that may now or hereafter be possessed by the Town.

### **SECTION 16**

The Cooperative shall, as payment for the total license fee for each calendar year, pay into the Treasury of the Town, on or before the 31st day of March each year, a sum of money equal to a fixed percentage of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year, as follows:

- A. For the payment due on or before March 31, 2023, the sum shall be equal to three percent (3%) of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year.
- B. For the payment due on or before March 31, 2024, and for each year thereafter, the sum shall be equal to five percent (5%) of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year.

The payment of the percentage of gross sales provided for herein shall be in lieu of all money demands and charges, except ad valorem taxes on property.

The Town shall notify the Cooperative in writing of areas annexed into the Town, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the Town shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

From time to time, but no more than once a year and no less than once every three years, the Cooperative will provide the Town a list of service addresses to which franchise fees are being applied (the "List"). The Town shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the Town notifies the Cooperative of any error: (1) the Town shall be required to reimburse the Cooperative for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Cooperative shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Cooperative within sixty (60) days of receipt of request by the Town or the Cooperative may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the Town. This information is confidential and proprietary and shall not be disclosed to any third party without a court order or the Cooperative's prior written consent.

Should the Town ever, at any time, construct, purchase, lease, acquire, own, hold, or operate an electric distribution system, then in that event the payment of the percentage of gross sales provided herein to be paid by the Cooperative, its successors and assigns, shall abate, cease, and be no longer due, and shall forever thereafter be uncollectible.

#### **SECTION 17**

The Town hereby levies, and the Cooperative may collect and transmit to the Town, a franchise fee on all electricity sold by third parties to customers within the Town using the Cooperative's lines or facilities, said fee is to be in all respects equivalent to the franchise fees established herein, which the Cooperative is obligated to make on whatever basis during the life of this franchise.

#### **SECTION 18**

The Electric Service Agreement and Franchise granted by this Ordinance, when accepted by the Cooperative, shall constitute a contract between the Town and the Cooperative, and shall be in force and effect for the term of thirty (30) years.

#### **SECTION 19**

The Town shall become and remain a member of the Cooperative, if and for so long as the Town purchases electric service from the Cooperative.

#### **SECTION 20**

All rights, privileges and authority possessed by the Cooperative, pursuant to the laws and regulations of the State of South Carolina and its regulatory agencies, including but not limited to Act 431 of 1984 of the General Laws of South Carolina, shall be reserved to the Cooperative and shall not be

abridged, delegated, modified, or waived, except as specifically provided herein and then only for the term of this agreement. In addition, the Cooperative reserves all rights, title, and interest that it now has by deed or prescriptive rights in its easements and rights of way and said rights shall not be abridged, delegated, or granted, except as specifically provided herein and then on for the term of this agreement.

**SECTION 21**

This Ordinance shall not become effective until accepted in writing by the Cooperative which shall be on the same date that the Franchise Ordinance for DESC becomes effective.

**SECTION 22**

If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 23**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: December 13, 2022  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

ACCEPTANCE of the electric franchise granted by within Ordinance acknowledged by BERKELEY ELECTRIC COOPERATIVE, INC., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BERKELEY ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
Michael S. Fuller  
Chief Executive Officer

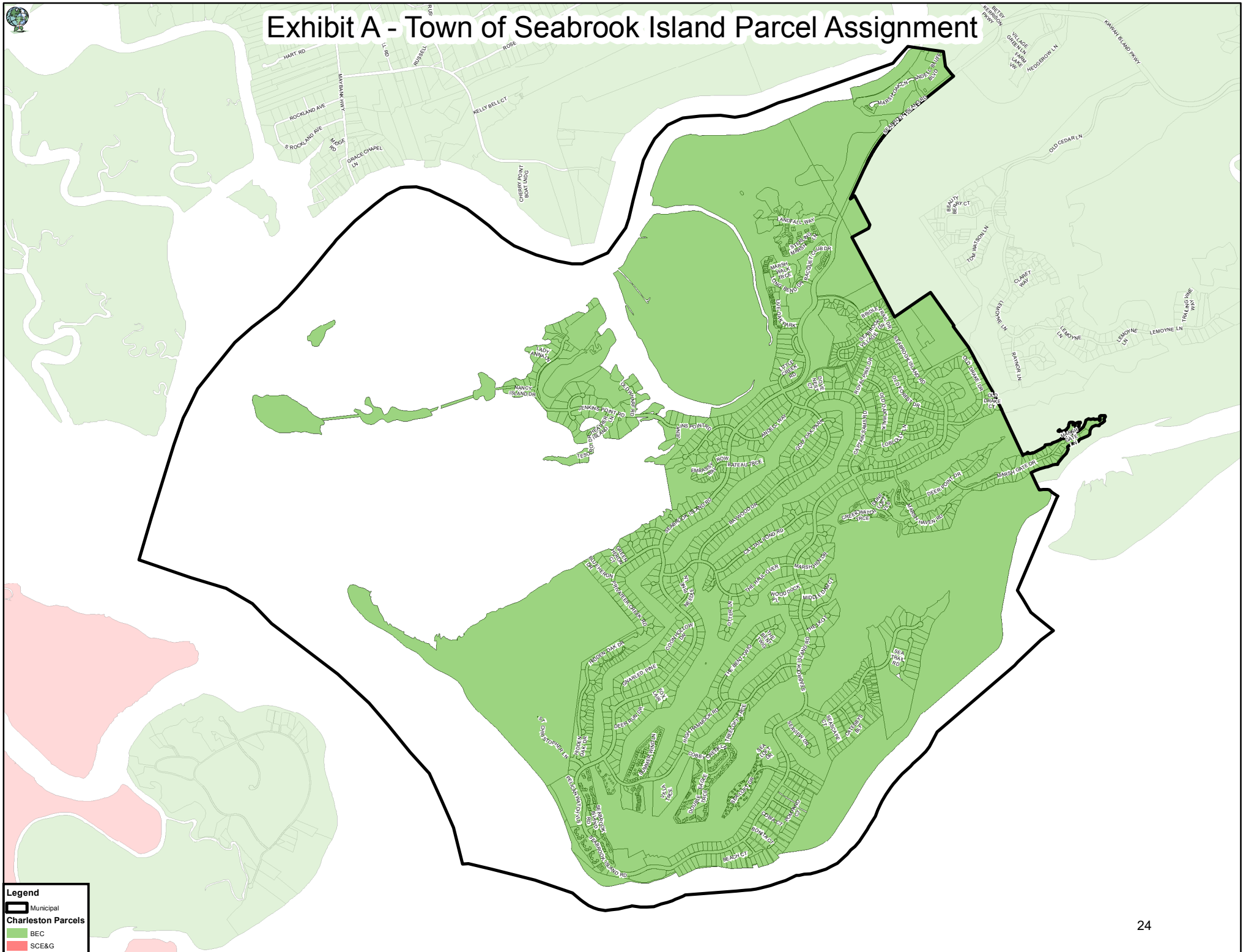
ATTEST

\_\_\_\_\_

**Exhibit A**

Town of Seabrook Island Parcel Assignment Map

# Exhibit A - Town of Seabrook Island Parcel Assignment



**Legend**

- Municipal
- Charleston Parcels
- BEC
- SCE&G



**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-01**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF SEABROOK ISLAND SO AS TO CHANGE THE ZONING DESIGNATION FOR CHARLESTON COUNTY TAX MAP NUMBER 149-06-00-003, CONTAINING APPROXIMATELY 0.25 +/- ACRES LOCATED AT 2754 OLD FOREST DRIVE, FROM THE MODERATE LOT SINGLE-FAMILY RESIDENTIAL (R-SF2) DISTRICT TO THE CONSERVATION (CP) DISTRICT**

**WHEREAS**, on or about January 11, 2023, the Seabrook Island Property Owners Association filed Rezoning Application #88 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family Residential (R-SF2) district to the Conservation (CP) district; and

**WHEREAS**, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on February 8, 2023, at which time the Planning Commission made a recommendation to the Mayor and Council that the rezoning request is in the best interest of the Town of Seabrook Island and is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, a public hearing was held on the above referenced rezoning application on March 28, 2023, as required by law;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND:**

**SECTION 1. Zoning Map Amendment.** The Official Zoning District Map of the Town of Seabrook Island is hereby amended to change the zoning designation for Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family Residential (R-SF2) district to Conservation (CP) district. A map of the property subject to this rezoning ordinance is attached hereto as Exhibit A.

**SECTION 2. Severability.** If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 3. Conflicting Ordinances Repealed.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall be effective from and after the date of adoption.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: February 28, 2023  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

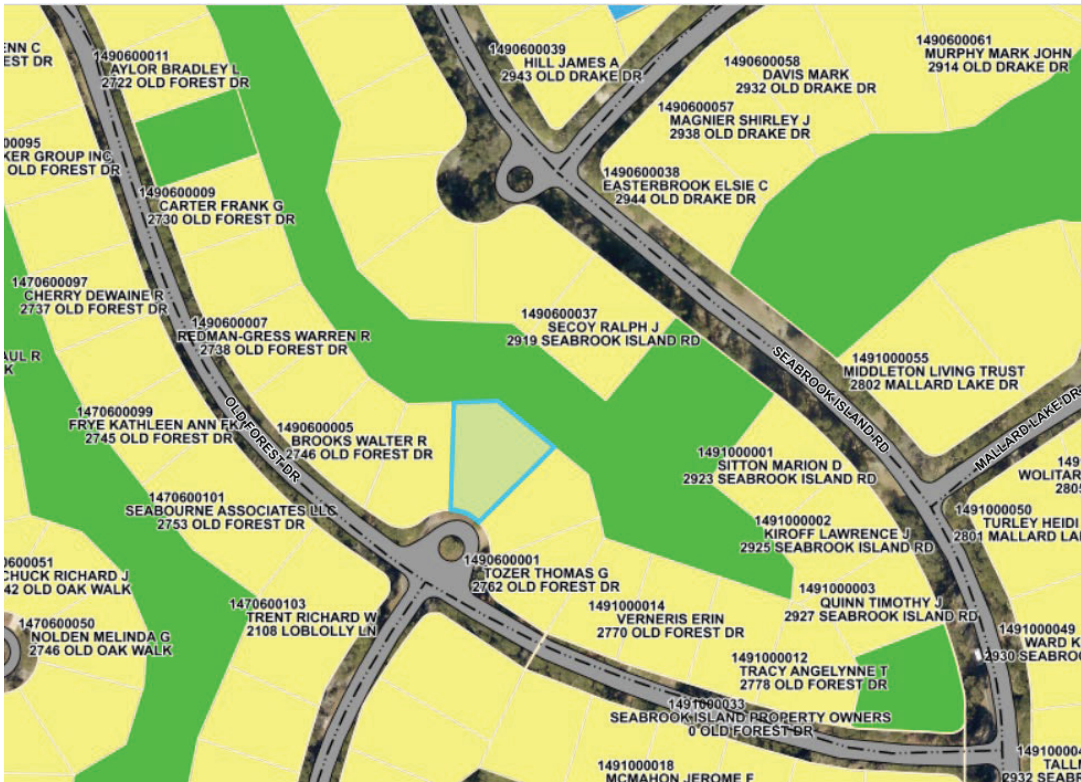
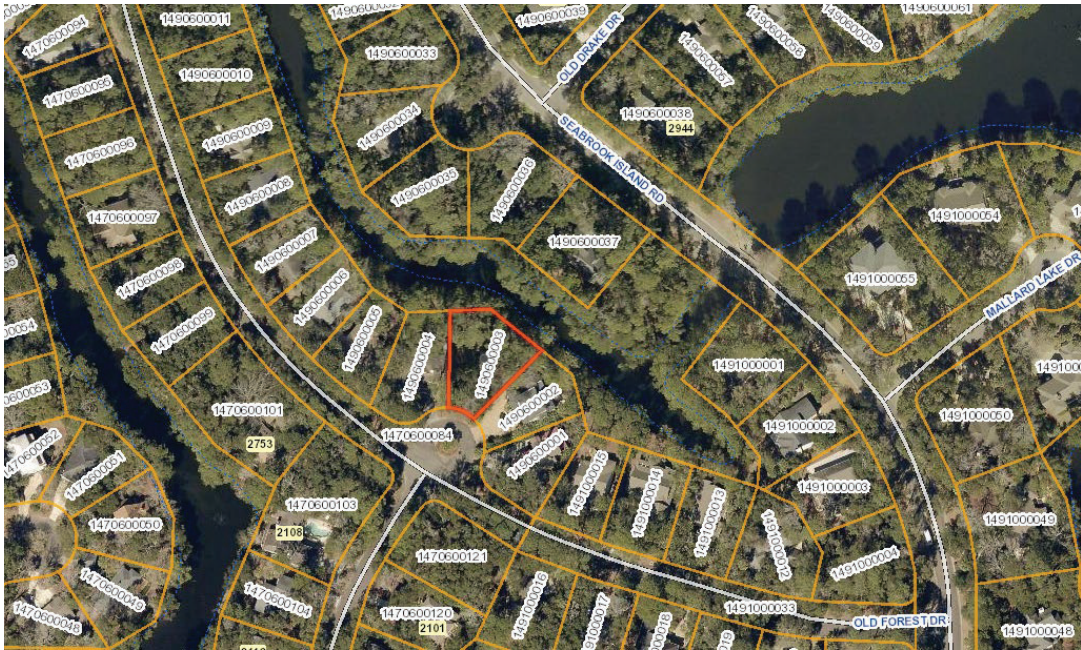
TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

# Exhibit A



Green = Conservation

Yellow =R-SF2

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-02**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE (“FRANCHISE ORDINANCE” OR “AGREEMENT”) TO GRANT TO DOMINION ENERGY SOUTH CAROLINA, INC., ITS SUCCESSORS AND ASSIGNS, THE LIMITED NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE TOWN: (1) ELECTRIC LINES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES AND (2) COMMUNICATION LINES AND FACILITIES FOR USE BY THE COMPANY OR ANY DESIGNEE UNDER THE TERMS SET FORTH IN THIS AGREEMENT, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COMPANY TO RENDER SERVICE TO ITS CUSTOMERS IN THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY DOMINION ENERGY SOUTH CAROLINA, INC. TO THE TOWN; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY USING THE COMPANY’S ELECTRIC SYSTEMS; TO ALLOW FOR THE ESTABLISHMENT OF A FUND AND UNDERGROUND UTILITY DISTRICTS FOR ELECTRIC NON-STANDARD SERVICE**

**WHEREAS**, the Town of Seabrook Island and Dominion Energy South Carolina, Inc., have negotiated a Franchise Agreement whereby said Dominion Energy South Carolina, Inc., shall be granted the limited non-exclusive right to use the public rights-of-way within the Town for the purpose of erecting, constructing, maintaining, and operating its facilities; and

**WHEREAS**, the said Franchise Agreement sets forth the method by which the Town shall be compensated for the rights and privileges granted to Dominion Energy South Carolina, Inc.; and

**WHEREAS**, the Mayor and Council of the Town of Seabrook Island believe that adoption of the amended Franchise Agreement is in the best interest of its citizens and property owners; and

**WHEREAS**, the payments made to the Town under the terms and conditions of the amended Franchise Agreement shall be in lieu of business license fees; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on this ordinance during a duly called meeting on \_\_\_\_\_;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND, S.C.:**

**SECTION 1**

Wherever the word "Company" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to Dominion Energy South Carolina, Inc., a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its successors and assigns.

## **SECTION 2**

The limited non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate on, along, across, in, upon and under the streets, alleys, bridges, rights-of-way and other public places of the Town: (1) electric lines, wires, guys, push braces, transformers and other appurtenant facilities and to use those facilities to conduct an electric business, and any other business or businesses which may be lawfully conducted using the permitted facilities.

## **SECTION 3**

Any street, alley, bridge, right-of-way or other public place used by the Company shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Town, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Company's failure to use due care, the Company shall repair the same as promptly as possible after notice from the Town, and, in default thereof, the Town may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the Town harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

## **SECTION 4**

Upon approval of this Franchise Agreement and the franchise agreement between Berkeley Electric Cooperative, Inc. ("Berkeley Electric") and the Town in accordance with the terms of the Agreement Concerning Electric Service Rights Between Berkeley Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc., dated [REDACTED] ("Electric Service Rights Agreement"), the Company shall have electric service rights to the parcels shaded in red on Exhibit A, and Berkeley Electric shall have electric service rights to the parcels shaded in green on Exhibit A as specifically set forth in Electric Service Rights Agreement, provided, however, that:

- A. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Berkeley Electric; and Berkeley Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by Berkeley Electric or the Company pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall

be the sole determining factor as to whether Berkeley Electric or the Company has the right to provide electric service to any future replacement building or structure within that parcel.

- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or Berkeley Electric provides electric service to such new building or structure.
- C. Upon any future annexation by the Town, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and Berkeley Electric shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the Town Council does not approve this Franchise Agreement and the franchise agreement with Berkeley Electric pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.
- E. The rights granted to Company by this Agreement are limited by the terms and conditions of the Electric Service Rights Agreement. If Company is not providing electrical services to any customer within the Town limits in accordance with the Electric Service Rights Agreement, this Agreement provides no authority to erect, install, maintain, or operate an electrical system of any type on any right of way or public place(s) within the Town.

## SECTION 5

The Company shall:

- A. Construct and extend its electric system within the present and/or extended Town limits and have the right to connect new services in the parcels shaded in red on Exhibit A and in newly annexed parcels assigned to the Company by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law.
- B. Install underground electric distribution and service lines in the Town under terms and conditions customarily applicable with respect to aid to construction.
- C. When called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the Town, as said system may be hereafter installed and/or changed by order of the Town, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

- D. Make changes in the location of the street lighting system covered by this franchise upon written request of the Town.
- E. Render to the Town a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.
- F. Maintain at its own expense a system for repairing the street lighting system in use. The Company, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

## **SECTION 6**

The Town shall:

- A. Take electric street lighting and other Town electric services from the Company during the period covered by this Franchise Ordinance in all areas of the Town served by Company or in which Company is authorized by law to serve consistent with the terms of Agreement.
- B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Company for the preceding month's service in accordance with the amounts provided for in approved tariffs.
- C. Pay the Company for street lighting service provided by the Company at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).
- D. Notify the Company in writing of areas annexed into the Town, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Company on those accounts. In addition, the Town shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.
- E. Upon annexation, pay to the Company for street lighting service to customers subject to the annexation at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

## **SECTION 7**

The Town and the Company agree that:

- A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric rules and regulations, as adopted by the Public Service Commission of South Carolina.
- B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."
- C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the Town, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.
- D. Except as otherwise provided herein, the Town shall have the right at any time to order the installation of new fixtures and poles in new areas of the Town.
- E. The Town shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the Town.
- F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Company will supply to the Town, and the Town agrees that it will purchase from the Company, electric energy required by the Town for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the Town and for all other uses in all areas served by or to be served by the Company, as allowed by law. However, should the Town request to provide electric service to any of its facilities utilizing an alternative energy facility owned by the Town, the Company will consent to such a request so long as the energy from that facility is allowed by and subject to a rate schedule approved by the Public Service Commission of South Carolina. If the Town receives service from such a facility, then the Company shall have the right to change the terms and conditions under which it provides any remaining services to Town facilities.
- G. The Company shall charge and the Town shall pay to the Company monthly for all electric energy furnished by the Company for miscellaneous light and power service under this franchise in accordance with rates and tariffs and terms and conditions as established by law.
- H. None of the electric energy furnished hereunder shall be sold, disposed of, or exchanged by the Town to others without the expressed written consent of the Company.
- I. The electric energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Company.



## **SECTION 8**

All work upon the streets and public places of the Town shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the Town, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the Town.

## **SECTION 9**

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric service in the Town.

## **SECTION 10**

- A. As payment for the right to provide electric service, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the Town, on the first business day of July each year, beginning with the year 2023, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity in the municipality and all wheeling or transportation service to such customers within the corporate limits of the Town, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the Town must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase or decrease will apply to the next Franchise Fee payment due from the Company and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.
- B. Subject to Section 10(A) above, the Town's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the Town, except ad valorem taxes on property. The Company may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Company for the benefit of the Town other than ad valorem taxes on property.

- C. It is expressly understood that all franchise fees or other payments imposed by the Town on the Company shall be collected from customers of the Company within the municipal boundaries, as is presently provided for in the orders of the Public Service Commission of South Carolina applicable to the Company. From time to time, but no more than once a year and no less than once every three years, the Company will provide the Town a list of service addresses to which franchise fees are being applied (the "List"). The Town shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the Town notifies the Company of any error: (1) the Town shall be required to reimburse the Company for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Company shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Company within sixty (60) days of receipt of request by the Town or the Company may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the Town. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.
  
- D. The Town hereby levies, and the Company may collect and transmit to the Town, a franchise fee on electricity sold by third parties to customers within the Town using the Company lines, or facilities; said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the Town, or to the Non-Standard Service Fund established hereunder, which the Company is obligated to make on whatever basis during the life of this franchise.
  
- E. Should the Town itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric distribution system to provide electric service within the Town, then the payment of percentages of gross sales revenue herein provided to be paid by the Company shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

#### **SECTION 11**

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

#### **SECTION 12**

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the Town and on the same date that the Franchise Ordinance for Berkeley Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the Town and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date.

#### **SECTION 13**

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

**SECTION 14**

If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 15**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: February 28, 2023  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

ACCEPTANCE of the franchise granted by the within Ordinance acknowledged by DOMINION ENERGY SOUTH CAROLINA, INC., this \_\_\_\_\_ day of \_\_\_\_\_, 23\_\_.

DOMINION ENERGY SOUTH CAROLINA, INC.

\_\_\_\_\_  
W. Keller Kissam  
President

ATTEST:

\_\_\_\_\_  
Karen W. Doggett  
Assistant Corporate Secretary and Director-  
Governance

(Corporate Seal)

The *Ad Hoc* Committee on Short-Term Rentals  
Submits This “Report on the Report”  
To SI Town Council

March 28, 2023

The *Ad Hoc* Committee on STRs (the Committee) was asked by Mayor John Gregg in late 2021 to review short-term rental claims and complaints made by the Preserve Seabrook organization and put forth in its 2021 petition to Town Council. That review resulted in the formal STR report and supplement (the Report) presented to Council in May 2022. The Committee has continued to monitor rental activity and developments to ensure the Report’s data remains relevant for reference, its conclusions remain accurate and valid, and to evaluate action on the report’s recommendations. This “Report on the Report” summarizes that ongoing work.

Presented To Council By the *Ad Hoc* Committee  
Jeri Finke, Councilwoman  
Pat Fox, Councilwoman

In Consultation With  
Joe Cronin, Town Administrator  
Tyler Newman, Zoning Administrator/Chief Code Enforcement Officer  
Nichole Nettles, STR Compliance Manager

## GENERAL OBSERVATIONS SINCE THE REPORT

### ● RENTAL PERMITS

In order to track trends in rental activity to validate the conclusions in the Report, the Committee asked staff for a snapshot of rental permit activity every 4-8 weeks over the last 10 months. Those snapshots revealed an increase in rental permits but no explosive or uncontrolled growth that would change the conclusions in the Report.

The year-end 2021 count was 547 unique properties (those rented at any point, be it even just for one day, during the year) compared to the year-end 2022 count of 568. A net increase of 21 properties that were rented at any point during the year.

It continued to be evident that the total number of rental permits rose and fell with property sales and as owners made decisions about the use of their properties. The permit number is not static and cannot be characterized month-to-month out of context of other data points. For example, one snapshot (taken in October) showed 55 “new” rental properties in 2022. Those properties were labeled as “new” on the permit list because they did not have an STR permit at any time in 2021. If looking only at the 2022 permit list and counting “new” permits, however, it lacked the necessary context upon which to draw any conclusions about rental activity growth. That list did not account for the 49 properties which had an STR permit in 2021, but they did not renew in 2022. Subtracting those 49 properties which were no longer renting from the 55 that began renting in 2022, there had been (at the time of this snapshot) a net change of only 6 properties or +1.1% (not 55) compared the previous year’s number.

Digging deeper into the numbers, it is interesting to note the number of rental permits which show no or inconsequential rental activity — perhaps 25 or more – that were obtained for grandfather protection should any cap, moratorium, or prohibition be placed on rentals in the future. For that “protection,” obtaining a rental permit for \$250 may be a reasonable cost of insuring future options. Council raised the rental permit fee to \$450 effective January 1, 2023. It will an important data point after this year’s renewal period if the higher fee discourages getting a permit just for the grandfathered protection.

In addition to tracking the issuance of rental permits, the Committee sought input from various stakeholders on how often properties were being rented. The response indicates that while actual rental properties are holding relatively constant, the number of days those properties are rented during the year has increased. Of the properties that, on average, were rented 2-4 months during the year, many are now averaging 4-5 months. The cost of renting has also increased significantly.

### ● COMMUNITY GROWTH

Observations that there were significantly more people on the island generated much of the discussion and complaints about short-term rentals as discussed throughout the Report. While STR activity contributed to increased numbers during the COVID-19 pandemic, the Committee found that population growth and real estate sales were the more impactful driving forces.

It is obvious to Seabrookers and of significance that the community is growing at a pace faster than predicted just a few years ago and referenced in the Report. While the Committee sought to use this document to update the census data in the original Report (Section 4, page 9), there is not reliable data from the US Census Bureau to do so. Estimates on population were released in July 2022 but only for jurisdictions with more than 5000 in population. The five-year population estimates produced by the Census Bureau’s American Community Survey (ACS) actually show the Town’s population falling slightly (however with a margin of error of ±291). The Committee knows from data reported by SIPOA, Charleston County, and other sources that the ACS is incorrect, and that Seabrook remains a *growing* community.

The Committee looked at Charleston County to help document the Town’s continued growth since the 2020 Census. Tax records show that those residential properties that are identified as owneroccupied (residents) for tax purposes increased almost five percent in just one year:

Zoning	Total Residential Units				Owner Occupied Units			
	2021	2022	# Diff	% Diff	2021	2022	# Diff	% Diff
Single-Family (R-SF1, R-SF2, R-SF3)	1,203	1,219	16	1.33%	652	685	33	5.06%
Other Residential (R-CL, R-TH, R-MF)	1,150	1,157	7	0.61%	241	251	10	4.15%
<b>Total Units</b>	<b>2,353</b>	<b>2,376</b>	<b>23</b>	<b>0.98%</b>	<b>893</b>	<b>936</b>	<b>43</b>	<b>4.82%</b>

SIPOA new-home construction data is also helpful in understanding the island’s growth. The Architectural Review Committee included these numbers in SIPOA’s 2022 Annual Report:

	2021	2022
New Home Applications Pending	35	26
Homes under Construction	43	67
Approved, but not Started	16	12
Construction Completed	14	12
Misc. Repairs / Maintenance	918	928

In comparison to pre-pandemic 2019, new homes in the application process and/or under construction increased from 36 in 2019 to 94 in 2021 to 105 in 2022.

The Club documents real estate turnover, and community growth, by tracking new memberships that are required under SIPOA’s protective covenants (Section 40). While this metric includes both turnover of existing homes as well as new members who have completed new home construction, it does explain observations about “so many unfamiliar faces.” From the Club’s annual report, property sales (as described and tracked by Seabrook Island Real Estate):

PROPERTY SALES			
	2021	2022	TOTAL
SINGLE FAMILY HOMES	123	103	226
VILLS & COTTAGE HOME	111	98	209
HOMESITES	105	45	159
TOTAL	339	246	594

The Club tracks permanent residence differently than the county/state, but like the tax records, those numbers show significant growth on the island. (Stats are from the 2022 Annual Meeting/Report)

\*\* The Club had a net gain of 74 new memberships in 2022, bringing the total to 2,249.

\*\* The total of “permanent” memberships rose to 842 (1,513 members and 83 children under 18 years of age.), contributing to a 24% increase over the last three years of members living full-time on Seabrook Island.

\*\* 42% of the Club’s membership is new in the past 5 years (2018-2022).

● **COMMUNITY COMPARISONS**

The Report included a discussion on community comparisons, both nationwide and locally (Section 8, page 25), and the Committee holds firm on not making simple direct comparisons for policy decisions. The Committee does, however, continue to track trends, regulatory developments, and legal actions in other communities that could help inform and direct the SI Town Council on the issue. This includes following closely the referendum held in February 2023 by the City of Folly Beach and the resulting cap in that municipality on STR licenses. And it includes tracking closely the lawsuit challenging that STR cap that is pending in the Court of Common Pleas, SC Ninth Circuit (Case No. 2023-CP-10-00264). The arguments put forward by the plaintiff in the case include the decision in I'on v. Town of Mt. Pleasant, Op. No. 25048, Supreme Court of South Carolina (2000) as discussed in the Report (Section 3, page 7).

● **STATE LEGISLATIVE ACTIVITY**

Since the original Report, legislation has again been introduced in the SC Legislature by Rep. William Hewitt that would prohibit a municipality, county, or other political subdivision of the state from enacting or enforcing any ordinance, resolution, or regulation that prohibits the rental of a residential dwelling to a short-term guest. Rep. Hewitt introduced the same legislation in the last session (2021-2022), and it failed to advance out of committee. The version (H. 3253) introduced in this session (2023-2024) remains pending in committee but, of note, has garnered more cosponsors than the bill in the previous session. This legislation would preempt local control and threaten the Town’s ability to place limits on STRs. The Committee will continue to monitor any activity on the bill, but also recommends that the Town and its property owners adamantly oppose it and support the efforts of the Municipal Association of South Carolina (MASC) to kill the legislation.



## Review of STR Report Conclusions (Section 14)

1) *The COVID-19 pandemic had a significant impact on how property owners utilized their properties during 2020-2021 and on the source and number of people on the island booking STRs. There is no method for determining if the last two years are the exemption or the new normal. It would be unwise to make policy decisions on that uncertainty, especially decisions that may impact property rights, significant monetary investments, and the economic underpinnings of the Town.*

**The Committee finds that this conclusion has proven valid.**

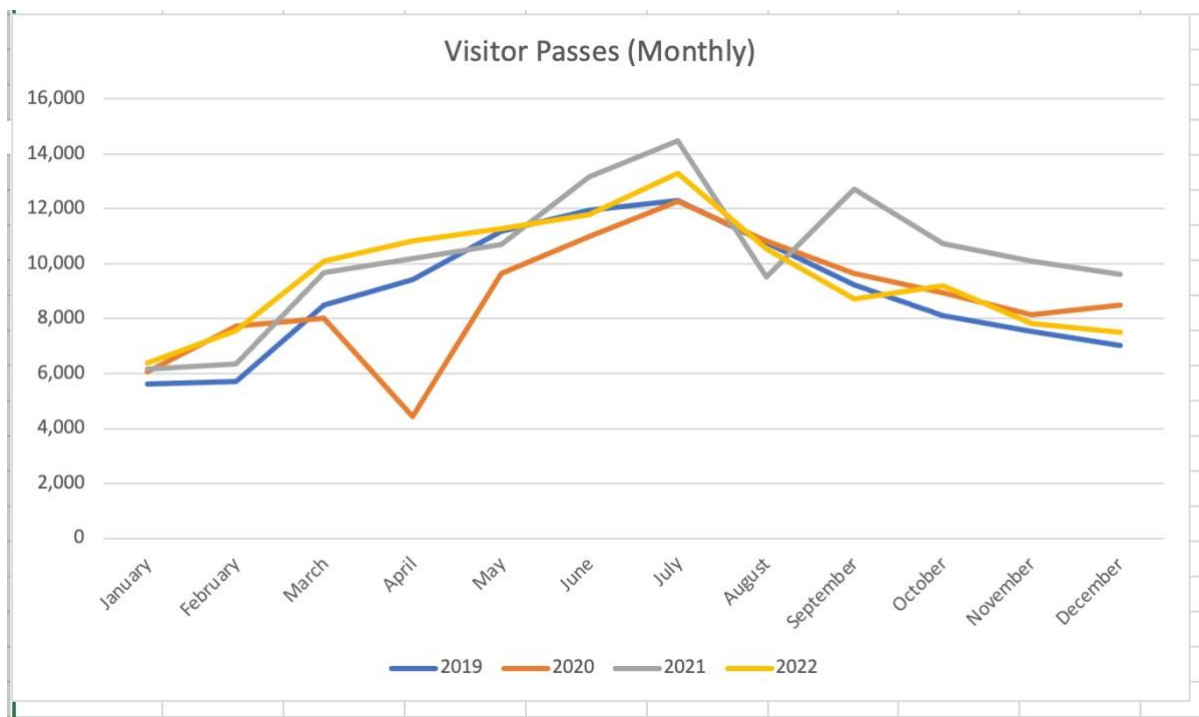
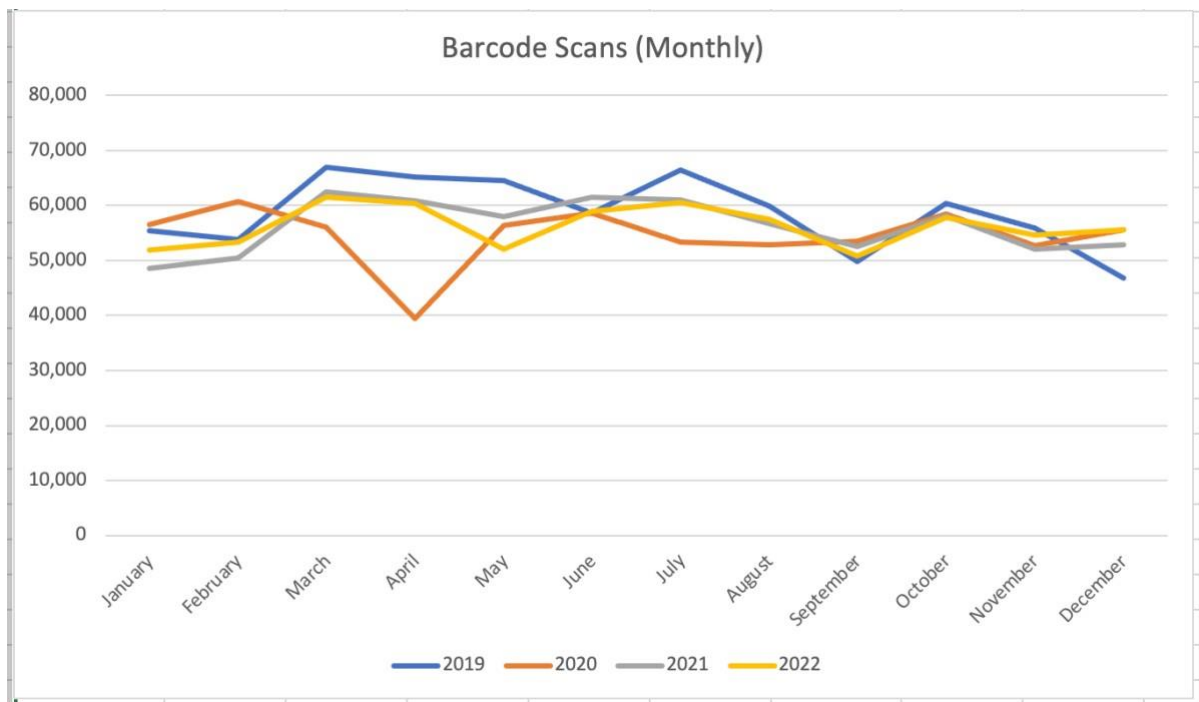
Looking at various metrics from SIPOA, the Seabrook Island Club, the major local property management companies, the Charleston Visitors Center, and other sources all show that rental activity on this island has returned to a rate that is consistent with pre-pandemic levels than the height of activity in 2021.

From SIPOA, gate pass activity has returned to more normal levels after COVID and 2021:

Visitor Passes						
Month	2019	2020	2021	2022	# Diff 21 to 22	% Diff 21 to 22
January	5,622	6,066	6,169	6,373	204	3.3%
February	5,699	7,732	6,338	7,563	1,225	19.3%
March	8,504	8,031	9,668	10,105	437	4.5%
April	9,408	4,431	10,192	10,840	648	6.4%
May	11,177	9,657	10,686	11,283	597	5.6%
June	11,947	10,974	13,168	11,797	-1,371	-10.4%
July	12,308	12,287	14,469	13,287	-1,182	-8.2%
August	10,758	10,829	9,510	10,544	1,034	10.9%
September	9,244	9,659	12,723	8,709	-4,014	-31.5%
October	8,117	8,935	10,727	9,184	-1,543	-14.4%
November	7,548	8,141	10,099	7,808	-2,291	-22.7%
December	7,011	8,490	9,610	7,513	-2,097	-21.8%
<b>Total YTD</b>	<b>107,343</b>	<b>105,262</b>	<b>123,359</b>	<b>115,006</b>	<b>-8,353</b>	<b>-6.8%</b>

*Note that Seabrook Island was closed to STRs from March-May 2020.*

Below is SIPOA Gate activity shown monthly for both barcode scans and visitor access:



*It is important to note that visitor access totals include not only rental guests but also owner guests, contractors, deliveries, Camp visitors, and any Club guests and vendor.*

The Charleston Area Convention and Visitor Bureau (CACVB) tracks several travel and hospitality metrics for the area, including specifics for the beach communities. From its Winter 2023 Quarterly Report, “Consistent with national trends and local patterns ... vacation rental demand in island communities started returning to more typical seasonal patterns.” And while a February 2023 *Wall Street Journal* article cited travel experts concluding that “travel companies are predicting another bursting year,” locally there is “expectation leisure demand will plateau and return to more typical pre-pandemic levels in ’23.”

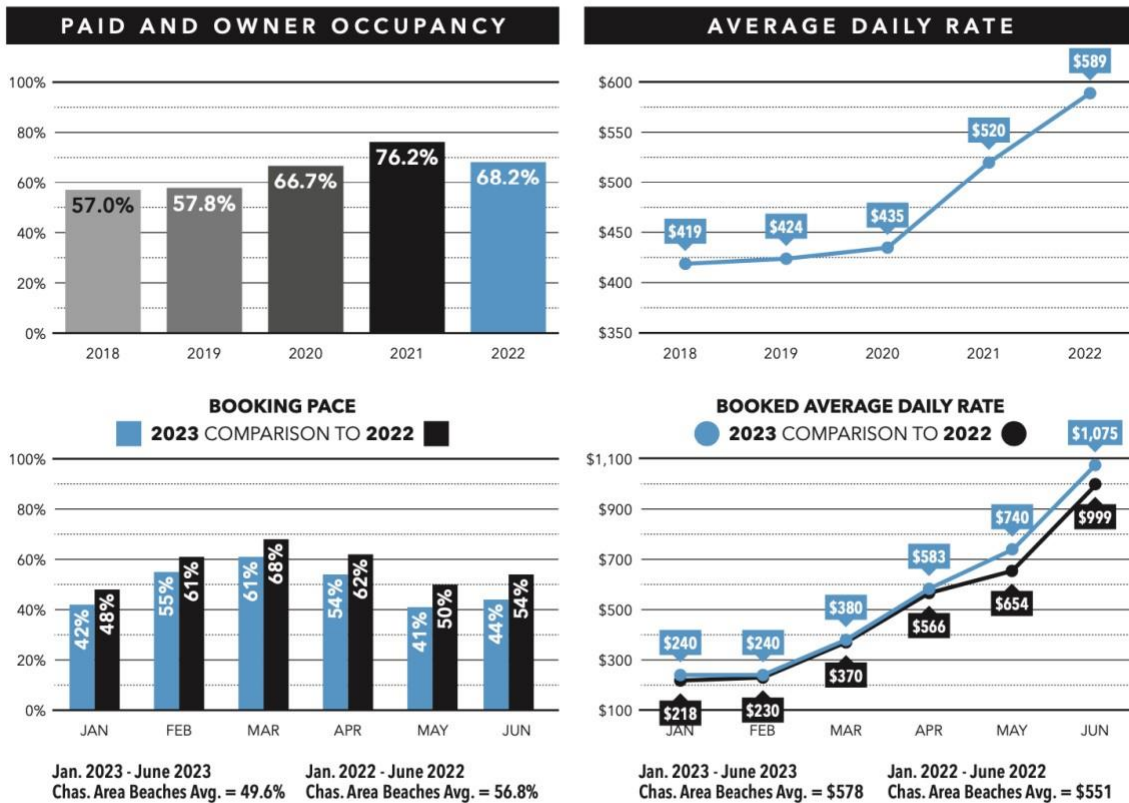
The CACVB data reinforces that from reviewing the Town’s business licenses and rental permits, as well as information from the island’s major management agencies, that while bookings are trending down, the cost of rentals are trending higher. And while there has been no significant growth in the number of STRs, those with permits are actively rented more often. From initial information from management companies about the trend, properties historically active for 2-4 months, now average 4-5 months.

**From that CACVB Report, noting that information from Seabrook Island was limited:**

**Charleston Area Beaches Vacation Rentals Occupancy and Average Daily Rate**

Copyright Key Data, LLC 2023

Due to the small sample size of properties reporting performance data at Seabrook Island, we are unable to produce a report specific to Seabrook’s vacation rentals. The reports below are averages of the combined results from Isle of Palms, Kiawah Island and Folly Beach (aka Charleston area beaches). The actual results for Seabrook should approximate these averages.



NOTE: Booking Pace and Booked ADR reflect only confirmed business as of late-February 2023, compared to confirmed business at the same point in time in 2022.

- 2) *Seabrook Island was planned and developed from the onset with a certain number of residential homesites (both multi-family and single-family), and it was inevitable that those homesites would eventually be built out with a resulting increase in the number of people on the island. US Census data confirms not only overall population growth, but an increase in the number of full-time residents, indicating that more people present on the island cannot be blamed solely on increased short-term rental activity.*

The Committee finds that this conclusion remains valid. The original Seabrook Island planned development (SID) is near build-out. The number of residential properties in the SID (2590) as per SIPOA's 2023 listing is well below the possible number (2600-3200) approved by Charleston County in 1971 (See Section 4, page 9).

- 3) *The Town took a significant step in 2020 with the enactment of an ordinance placing basic regulations on short-term rentals for the first time. With those regulations being in place for only one year, and the Town's enforcement capabilities only now hitting full stride, there has not been sufficient time to gauge the effectiveness of that ordinance. The Town should have that information before acting to significantly expand regulations that would risk property values, disenfranchise some property owners while others continue to benefit from their rentals, and impact the economies of the island. There are, however, changes to the ordinance that could be made now that would serve to clarify and enhance its original intent.*

The Committee has drafted amendments to the 2020 ordinance that it plans to present to Council in early fall for its consideration. After tracking 2022 business licenses and rental permits, and tracking the related enforcement activities under new staffing, the Committee believes that another year of data (i.e. after another year of license renewals as well peak season experience) will provide a better basis for recommending ordinance changes to Council.

- 4) *It is not the Town's responsibility to identify, fund, or resolve any shortcomings in the amenities maintained by SIPOA or the Club, and even if the Town were to implement the immediate STR permit caps put forth by the Preserve Seabrook group, it would not end any current dissatisfaction over the utilization of those amenities.*

While the conclusion remains valid, in its going efforts to monitor rental activity, the Committee has continued to discuss (and coordinate where jurisdiction boundaries allow) policy changes that address issues and problems that have driven many complaints about rental guests. Since the Report, both entities have made significant policy changes to address real and perceived impacts of visitors on the island:

Since the original Report, the SIPOA Board of Directors adopted the "SIPOA Rental Policies, Procedures and Guidelines." The complete document and the rationale for the new policies can be found on SIPOA's website (under the Resources/Governing Documents menu). The Committee makes particular note that the new policies include significant changes to the gate pass system that not only limit but charge for visitors' vehicles, issues that was raised with the

Committee in nearly every stakeholder meeting and then discussed in the Report (Section 11, page 3).

5) *The research does not support the Preserve Seabrook group’s claim that there is “uncontrolled growth of short-term rentals.” (See page 19) The number of properties offered for rent, both short- and long-term has increased but not at a pace statistically out of step with the growth of development on the island, and not inconsistent with the percentage of rentals present throughout the community’s history.*

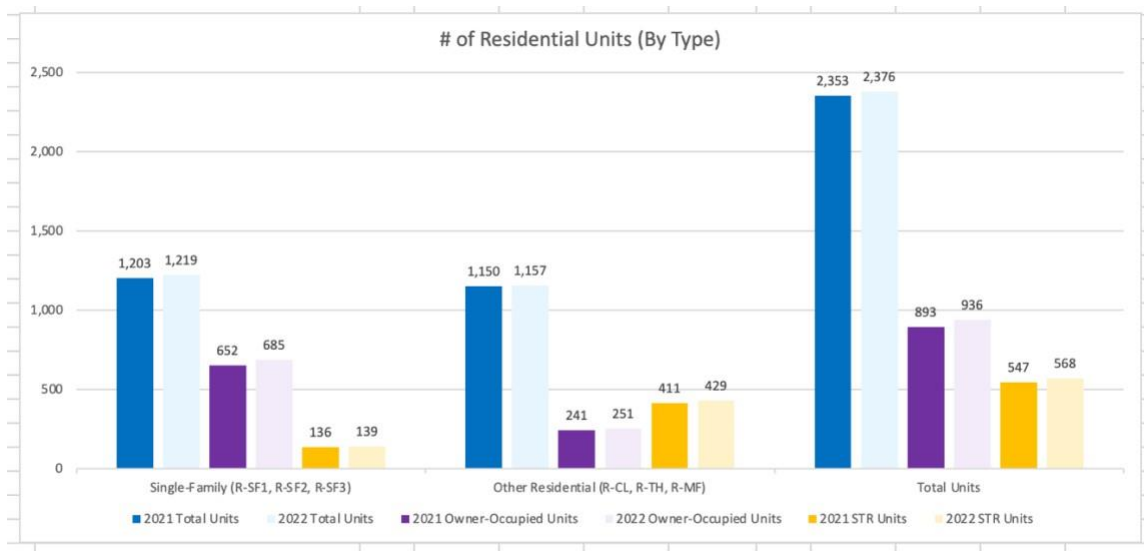
**The Committee finds this conclusion remains valid .**

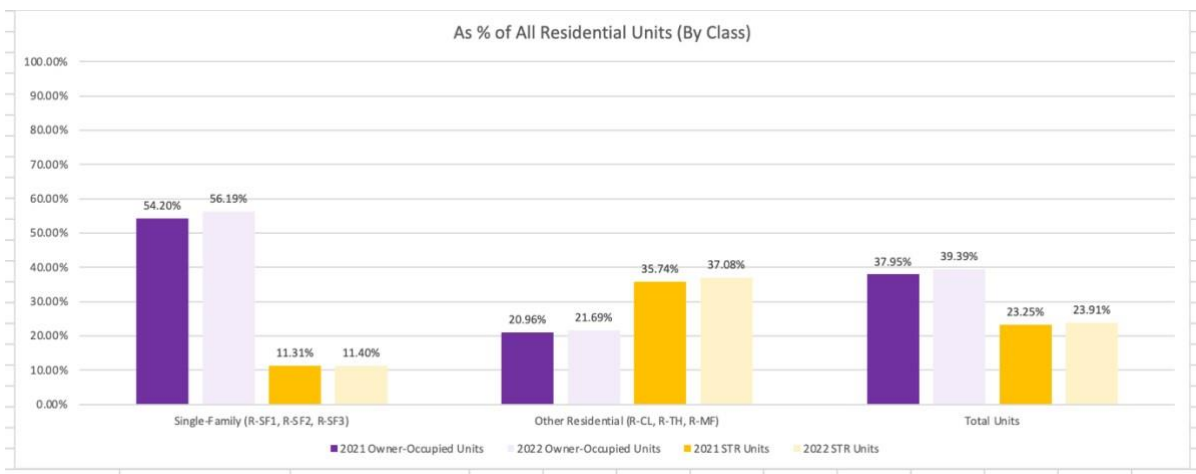
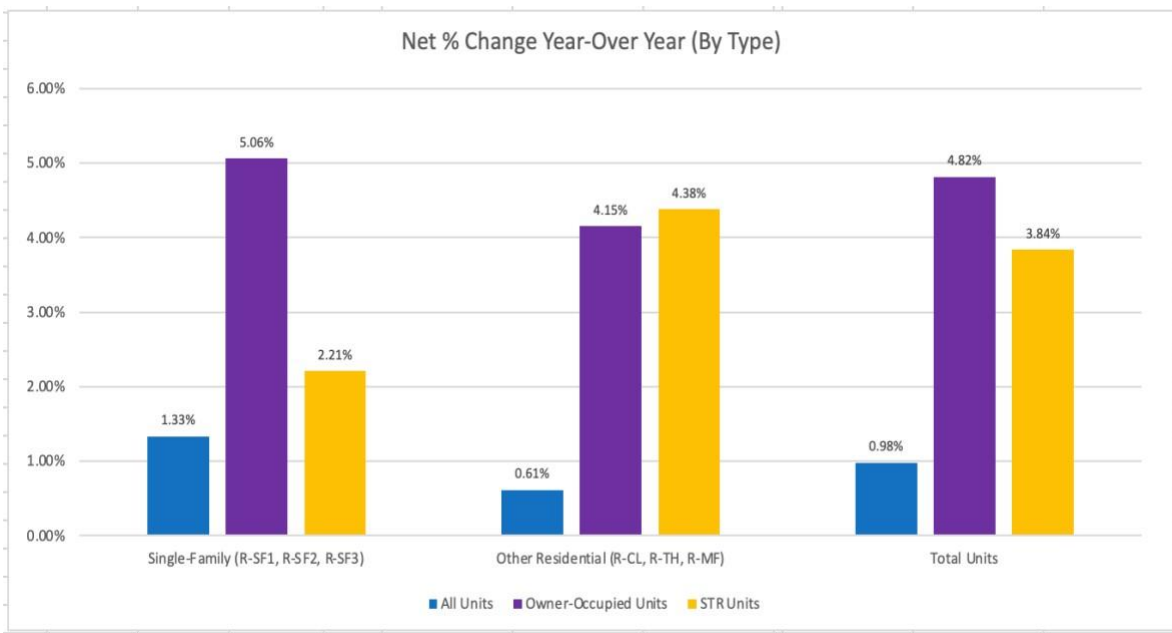
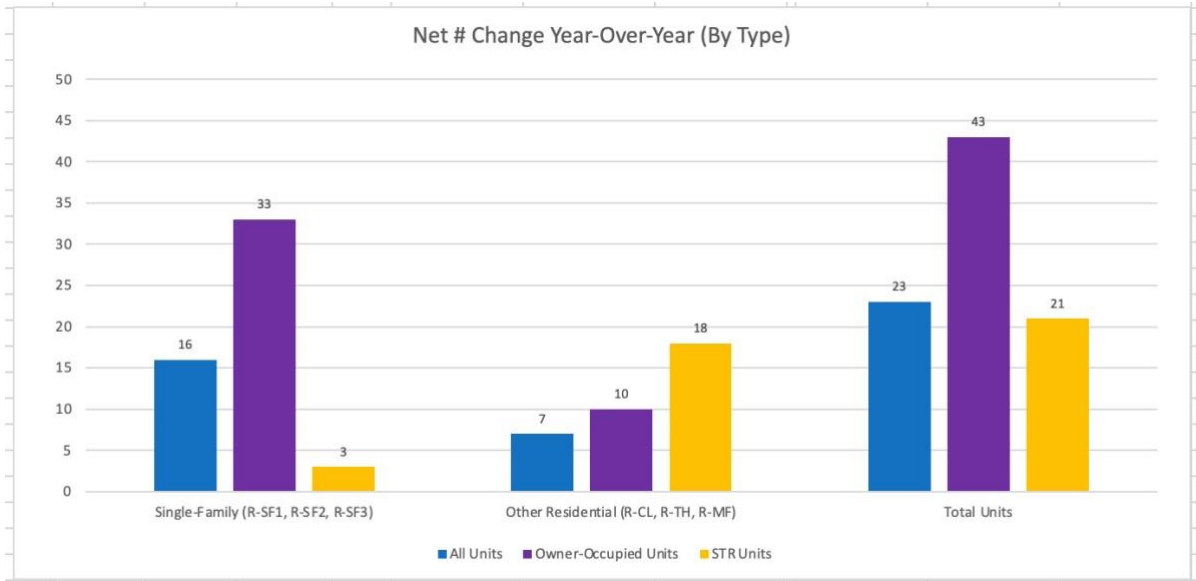
While there has been an increase in the number of STRs permitted, it has been limited growth. Based on a review of end-of-year 2021 and 2022 county tax records, new construction data, and STR permit data, the percentage of residences within the Town that are owner-occupied is growing disproportionately higher than the percentage of properties with a STR permit. While the Seabrook population is growing, the percent of properties offered on the short-term rental market remains at an historic constant.

Zoning	Unique STR Units				Owner Occupied As % of Total Units			Unique STR Units As % of Total Units		
	2021	2022	# Diff	% Diff	2021	2022	%PT Diff	2021	2022	%PT Diff
R-SF1: Single-Family (Large Lot)	4	3	-1	-25.00%	63.08%	60.29%	-2.78%	6.15%	4.41%	-1.74%
R-SF2: Single-Family (Medium Lot)	103	107	4	3.88%	56.06%	57.97%	1.90%	10.67%	11.00%	0.32%
R-SF3: Single-Family (Small Lot)	29	29	0	0.00%	40.46%	44.94%	4.48%	16.76%	16.29%	-0.47%
R-CL: Cluster Home	87	93	6	6.90%	17.57%	18.02%	0.45%	39.19%	41.89%	2.70%
R-TH: Townhome	108	113	5	4.63%	29.64%	30.13%	0.49%	27.84%	28.61%	0.77%
R-MF: Multi-Family (Condo)	216	223	7	3.24%	16.11%	17.04%	0.93%	40.00%	41.30%	1.30%
<b>All Districts</b>	<b>547</b>	<b>568</b>	<b>21</b>	<b>3.84%</b>	<b>37.95%</b>	<b>39.39%</b>	<b>1.44%</b>	<b>23.25%</b>	<b>23.91%</b>	<b>0.66%</b>

Zoning	Unique STR Units				Owner Occupied As % of Total Units			Unique STR Units As % of Total Units		
	2021	2022	# Diff	% Diff	2021	2022	%PT Diff	2021	2022	%PT Diff
Single-Family (R-SF1, R-SF2, R-SF3)	136	139	3	2.21%	54.20%	56.19%	2.00%	11.31%	11.40%	0.10%
Other Residential (R-CL, R-TH, R-MF)	411	429	18	4.38%	20.96%	21.69%	0.74%	35.74%	37.08%	1.34%
<b>Total Units</b>	<b>547</b>	<b>568</b>	<b>21</b>	<b>3.84%</b>	<b>37.95%</b>	<b>39.39%</b>	<b>1.44%</b>	<b>23.25%</b>	<b>23.91%</b>	<b>0.66%</b>





- 6) *The research indicates that the Petitioners' demand for an immediate 5% cap on rental permits for single-family zoned districts would be inappropriate considering the island's history, growth, and development; would be unduly punitive and disruptive on real estate sales; and a possible violation of property rights. The proposed cap would require such a drastic reduction in allowed rental permits that even with a grandfathering clause, the cap proposal would close off even current long-term property owners from renting their property in the future if financial/health/family situations arise and necessitate the use of their property as a rental.*

**The Committee finds this conclusion remains valid. However, while the Committee stands by its research and interpretation of the petition and comments made in its support, it has been noted that in subsequent meetings with stakeholders and presentations to Council that some petition signers now claim the proposed cap as defined in the Report is not accurate.**

- 7) *While data from recent years indicates that there has not been a disproportionate increase in the number of short-term rental units, especially in single-family areas, experience is not always indicative of future results. While concerns about property rights and values must still be weighed against any major policy shift, placing a realistic limitation on the growth of STRs may be in the best interest of the Town, its residents, and all Seabrook Island property owners. Additionally, as a result of the numerous discussions that were held with a variety of stakeholders, there are several amendments to the existing STR ordinance that should be considered in an effort to address some of the more common complaints.*

**The Committee finds this conclusion remain valid.**

## Status of STR Report Recommendations (Section 15)

In concluding the Report, the Committee made nine recommendations to Council that are ongoing items of consideration and implementation.

- 1) *Imposing a 20% cap on short-term rental permits available to single-family residential zoned districts (R-SF1, R-SF2, R-SF3). This cap would be equivalent to that imposed by the Town of Kiawah Island.*

When the Committee submitted the Report, it offered comments about how it had gone back and forth on whether to include this recommendation for an STR cap for certain properties, and it had finally done so has a backstop should STR trending change and to try to address community concerns. Since the data still shows no uncontrolled growth, the Committee remains conflicted on whether it should be included for a Council vote when revisions to the rental ordinance (Ord. 202014) are offered later this year.

- 2) *Requiring non-resident property owners to use a local rental management company if they do not live within 50 miles of their property. The Committee believes this would provide for a more timely and knowledgeable response if and when problems arise at a rental property. This would allow the Town's code enforcement officers to be more familiar with a property's management and remove some of the obstacles in dealing with properties only listed via online platforms. The provisions in the current ordinance allow the property owner to designate a local contact (neighbor, friend, house cleaner, etc.), but that has proven unworkable, with some designees not even knowing they have been made the local contact and/or not always available to respond to a call.*
- 3) *Limiting the number of vehicles which may be parked at a STR during the overnight hours (and define overnight as 11pm to 7am).*
- 4) *Implementing a maximum occupancy outside of the current overnight hours limit to provide an enforcement mechanism/tool in the event there are large groups or parties taking place within an STR, particularly during the day and early evening hours.*
- 5) *Requiring that renters must comply with evacuation orders.*

Recommendations 2, 3, and 5 are included in some form in the draft rental ordinance revisions (to be released at a later date) and are the subject of the Committee's ongoing review, research and conversations with staff and stakeholders. Recommendation #4 has proven too onerous and difficult to draft and implement at this time.

- 6) *Continuing to engage with SIPOA to establish a more coordinated system of responding to any complaint if and when a problem does surface at a rental property.*

SIPOA's new Rental Policies, Procedures and Guideline (given final approval by the SIPOA Board in December 2022) are separate from but complementary to the Town's enforcement efforts. The Town's Chief Code Enforcement Officer has ongoing conversations with SIPOA to delineate jurisdictional and enforcement efforts toward balancing the rights of property owners who rent.



7) *Establishing a complaint portal on the Town's website to report violations of the STR ordinance.*

The Town has purchased a new software system for managing licensing and permitting responsibilities, and when fully installed this later this year, it will include a public portal where people can report STR complaints or any type of Town code violation. Complaints will be logged and assigned to a code enforcement officer for investigation. (As per the Town Administrator, the public complaint portal may be implemented earlier and prior to the online permitting/licensing system going live.)

The Town's Chief Enforcement Officer, Tyler Newman, now reports on STR compliance issues during Council's regular monthly meetings. From those reports, the problems or reported violations involving STR properties remain few and have been limited almost entirely to parking.

8) *Increasing the Annual Short-Term Rental Permit Application Fee*

Effective January 1, 2023, Town Council increased the rental permit fee from \$250 per unit to \$450.

To comply with state law on the use and accounting of STR permit fees, Council established a restricted STR Permit Fund in the Town's 2023 budget as adopted in December 2022.

9) *Hiring a Short-Term Rental Compliance Manager*

As of October, Nicole Nettles has been serving as the new STR Compliance Manager.

In addition to the new STR Compliance Manager, Code Enforcement has been enhanced with a fulltime Enforcement Officer and additional part-time staff. They are charged with enforcing STR rules as well as enforcing other rules and regulations established by the Town Code.

## **CONCLUDING OBSERVATION**

In presenting to Council this “Report on the Report,” the Committee acknowledges that metrics used to track population, residency, completed housing, rental activity, certificates of occupancy, amenity usage, etc. are constantly changing. As soon as the Committee puts pen to paper, some data are already outdated. A timeframe had to be selected – the Committee used end-of-year comparisons for 2021 and 2022, and data made available by the Club and SIPOA in their reports made at the annual meetings in February. As the Committee continues to track STR activity, it will also continue to monitor trends in rentals and other relevant metrics. It is of importance that as this document is being presented, the Town’s business licensing and rental permitting renewal period are underway. Once completed and reviewed, the Committee will have new, further updated, and additional data when later this year it proposes to Council revisions to the Town’s existing STR ordinance.

**From:** [Katharine Watkins](#)  
**To:** [Joe Cronin](#)  
**Subject:** FW: Election 2023 Budget  
**Date:** Friday, March 10, 2023 9:36:44 AM  
**Importance:** High

---

**Katharine Watkins**

Town Clerk/ Treasurer  
 Town of Seabrook of Island  
 2001 Seabrook Island Road  
 Seabrook Island, SC 29455  
 Office: (843)768-5320  
[www.townofseabrookisland.org](http://www.townofseabrookisland.org)

---

**From:** Isaac D. Cramer <ICramer@charlestoncounty.org>  
**Sent:** Friday, March 10, 2023 9:33 AM  
**To:** Katharine Watkins <kwatkins@townofseabrookisland.org>  
**Subject:** Election 2023 Budget  
**Importance:** High

Good morning,

As we are all preparing our budgets for FY24, I would like to send you a sample invoice for your 2023 Municipal Election. Increased costs have not only affected consumable goods, but also election materials, supplies, personnel, and other resources. Also, the recent election law passage in 2022, requires early voting amongst other security provisions that were not seen in prior elections. In previous election invoices, our office has not properly billed your municipality for the cost of an election. This sample invoice will assist you for planning purposes, but please note this is just an estimate (some figures are based on numbers in 2021 and can increase or decrease based on number of voters and personnel participating in Election Day/ Absentee/ Early Voting).

DESCRIPTION	QTY	RATE	AMOUNT
Poll Managers	4	\$ 200.00	\$ 800
Clerks	1	\$ 260.00	\$ 260
Assistant Clerk		\$ 260.00	\$ -
Facilities			\$ -
Custodian			
Technicians (\$265/each plus mileage)	1	\$ 265.00	\$ 265
Election Day Mileage for Technicians	75	\$ 0.60	\$ 45
Ballot Stock	2000	\$ 0.40	\$ 800
Delivery & Pickup of Voting Equipment		\$ 250.00	\$ 250
Early Voting (including personnel)		\$ 1000	\$ 1000
Election Call Center		\$ 100.00	\$ 100
Absentee/Failsafe Clerks (Election Day)		\$ 260.00	\$ 260
Election Supplies (ExpressVotes, DS200, Seals,			\$ 600

QECs, etc)			
Absentee by Mail Packages		\$ 3.00	\$ 60
Absentee Applications		\$ 0.65	\$ 33
Absentee, Emergency/Provisional, Failsafe Ballots (per)		\$ 0.35	\$ 50
Notice of Election			\$ 600
Printed Supplies for Polling Location			\$ 50
Testing Election Equipment for Early Voting/Absentee/Election Day		\$ 100.00	\$ 50
		Total	\$5,223

Thank you,

Isaac



**Isaac D. Cramer | Executive Director**  
 Charleston County Board of Elections and Voter Registration  
 p: 843.744.VOTE  
 w: chsvotes.gov



## MEMORANDUM

**TO:** Town of Seabrook Island Town Council Members  
**FROM:** Ochoa Robin, Communications & Event Manager  
**SUBJECT:** Chow Town Approval for Beer & Wine  
**MEETING DATE:** March 28, 2023

---

### Overview

Each Wednesday beginning in May 2022, the first Chow Town Food Truck Rodeo was planned and executed seamlessly, it resonated with residents and the surrounding communities. It generated visitors during the travel and tourist season and gave residents a great outdoor experience hosted by the town.

Because of last year's success, the town has decided to make this an annual event. Among the comments and recommendations for increasing the event attendance and food choices, it was apparent that patrons would have loved the opportunity to have beer and wine provided.

Additionally, to prepare for the allowance of beer and wine we researched liability insurance and have received confirmation from the Department of there is no requirement to have a beer and wine license. Special event insurance is estimated at \$237.25 for the entirety of the event. This covers beer and wine on the premises and covers \$1M – per occurrence and \$2M – Per Annual Aggregate.

Based on feedback and the research conducted we would like to propose the addition for this year and future events, the addition of beer and wine food trucks for future events held by the town.

Respectfully submitted,

*Robin L. Ochoa*

Robin L. Ochoa  
Communications & Event Manager

## Attachments

### 1) Coverage Request with Liquor Liability Coverage:

GENERAL LIABILITY COVERAGE LIMIT (TERRORISM INCLUDED)

\$1,000,000/\$2,000,000 Per Occurrence/... ▼

Optional Coverages

CARE CUSTODY CONTROL (3RD PARTY PROPERTY DAMAGE) LIABILITY COVERAGE ?

Not Selected ▼

DAMAGE TO PREMISES LIMIT ?

\$50,000 ▼

MEDICAL PAYMENTS COVERAGE ?

Not Selected ▼

Collapse Of Temporary Structure Liability Coverage ?

Contractual Liability Coverage ?

Hired And Non-Owned Automobile Liability Coverage ?


Liquor Liability Coverage ?

Waiver of Subrogation Coverage ?

**SAVE COVERAGES**

### 2) Coverage Amount Estimate:

am/questions

**RVNA** 

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**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2022-08**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE TO GRANT TO BERKELEY ELECTRIC COOPERATIVE, INC., THE NON-EXCLUSIVE RIGHT, POWER, AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND UPON THE STREETS, ALLEYS AND PUBLIC PLACES OF THE TOWN OF SEABROOK ISLAND, ITS ELECTRIC LINES, POLES, WIRES, GUYS, PUSH BRACES, AND APPURTENANT ELECTRIC DISTRIBUTION FACILITIES, WHETHER USED TO RENDER SERVICE TO THE TOWN OR NOT, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME ARE NEEDED BY THE COOPERATIVE TO RENDER ELECTRIC SERVICE TO ITS CUSTOMERS IN THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA; ALSO TO SET THE AMOUNT OF THE FRANCHISE FEE TO BE PAID BY BERKELEY ELECTRIC COOPERATIVE, INC., TO THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA**

**WHEREAS**, electricity and related services are currently provided within the Town of Seabrook Island by the Berkeley Electric Cooperative, Inc. under a duly authorized franchise agreement; and

**WHEREAS**, both the Town of Seabrook Island and Berkeley Electric Cooperative, Inc. desire that such service shall continue; and

**WHEREAS**, the Town of Seabrook Island and Berkeley Electric Cooperative, Inc. have negotiated an amended Franchise Agreement whereby said Berkeley Electric Cooperative, Inc. shall continue to be granted the right to use the public rights-of-way within the Town for the purpose of erecting, constructing, maintaining, and operating its facilities; and

**WHEREAS**, the said amended Franchise Agreement sets forth the method by which the Town shall be compensated for the rights and privileges granted to Berkeley Electric Cooperative, Inc.; and

**WHEREAS**, the Mayor and Council of the Town of Seabrook Island believe that adoption of the amended Franchise Agreement is in the best interest of its citizens and property owners; and

**WHEREAS**, the payments made to the Town under the terms and conditions of the amended Franchise Agreement shall be in lieu of business license fees; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on this ordinance during a duly called meeting on \_\_\_\_\_;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND, S.C.:**

**SECTION 1**

That wherever the word "Cooperative" appears in the Ordinance, it is hereby to designate, and shall refer to, Berkeley Electric Cooperative, Inc., a corporation organized, authorized, and doing business pursuant to the laws of the State of South Carolina, its successors and assigns. That wherever "Town"

appears in this Ordinance, it is hereby to designate, and shall refer to, the Town of Seabrook Island, South Carolina.

## **SECTION 2**

That the non-exclusive right, power, and authority is hereby granted and vested in said Cooperative to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys, and public places of the Town, its electric lines, poles, wires, guys, push braces, and appurtenant electric facilities, whether used to render service to the Town or not, together with any necessary right of access thereto, for such period as the same are needed by the Cooperative to render electric service to its customers in said Town; all for a term of thirty (30) years.

## **SECTION 3**

The Cooperative shall have the right to continue its service, to construct, extend, operate, and maintain an electric distribution system for its existing customers within the present Town limits and to existing and new customers in the extended Town limits when the extended Town limits encompass an area which has been previously assigned to the Cooperative by the Public Service Commission for the State of South Carolina. As required by federal law, the Cooperative may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable or other telecommunications carriers to secure any necessary easements or permits for their attachments.

## **SECTION 4**

The Cooperative shall be entitled to charge its customers within the Town for electric service at the prevailing rates prescribed and approved from time to time by the Board of Trustees of the Cooperative. Provided, however, that said rates shall be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

## **SECTION 5**

No street, alley, bridge, or other public place used by the Cooperative in the construction or maintenance of its distribution system shall be obstructed longer than necessary to perform such construction or maintenance work, and shall be restored to the same good order and condition as when said work commenced. No part of any street, alley, bridge, or other public place of said Town, including any public drain, sewer, catch basin, water pipes, pavement, or other public improvements shall be injured, but if such damage should occur due to the Cooperative's failure to use due care, then the Cooperative shall promptly repair the same, and in default thereof, the Town may make such repairs and charge the reasonable cost thereof to and collect the same from the Cooperative. The Cooperative shall save the Town harmless from all liability or damages (including judgments, decrees and legal court costs) resulting solely from the Cooperative's failure to use due care in the exercise of the privileges hereby granted.

## **SECTION 6**

Upon approval of this Franchise Agreement and the franchise agreement between Dominion Energy South Carolina, Inc. ("DESC") and the Town in accordance with the terms of the Agreement Concerning Electric Service Rights Between Berkeley Electric Cooperative and DESC, dated \_\_\_\_\_, 2022 ("Electric



Service Rights Agreement”), the Cooperative shall have electric service rights to the parcels shaded in green on Exhibit A, and DESC shall have electric service rights to the parcels shaded in red on Exhibit A, provided, however, that:

- A. The Cooperative may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreement until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to DESC; and DESC may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreement until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Cooperative. After any building or structure that is being served by DESC or the Cooperative pursuant to the terms of this Section VI is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall be the sole determining factor as to whether DESC or the Cooperative has the right to provide electric service to any future replacement building or structure within that parcel.
- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Cooperative or DESC provides electric service to such new building or structure.
- C. Upon any future annexation by the Town, the Cooperative shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and DESC shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the Town Council does not approve this Franchise Agreement and the franchise agreement with DESC pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.

#### **SECTION 7**

The Cooperative shall furnish, install, operate, and maintain a street lighting system and service along the streets, highways, alleys, and public places of and located inside the Town as may be requested by the Town. The Town hereby accepts the street lighting system existing (if any) and operated by the Cooperative within the Town on the date of franchise effectiveness as the street lighting system and service which the Cooperative is initially obligated to provide pursuant to this section.

#### **SECTION 8**

In regard to the aforesaid street lighting system, if any, the Cooperative shall:

- A. Upon written request of the Town, expand and extend such system to areas inside the Town where the Cooperative is authorized by law to serve.
- B. Properly maintain the street lighting system in first class condition and all materials used therein

shall be of standard quality and kind and shall meet the requirements of good street lighting practices.

- C. Provide reliable street lighting service from dusk to dawn each night during the Ordinance period, or for such other times or occasions as may be required as a matter of safety due to abnormal darkness.
- D. Maintain at its own expense a system for repairing or renewing the lamps in use. The Cooperative, upon receiving official notice that there is a defective lamp, shall, within twenty-four (24) hours (except on Saturday, Sunday or holiday), put the same in order or replace same.
- E. Make changes in the location of any such street lighting facilities upon written order to the Town, provided the Town shall pay to the Cooperative the actual cost of labor, material, and other costs incurred in making such changes.

#### **SECTION 9**

For such street lighting service, the Town shall pay the Cooperative the prevailing standard rate charged for such services by the Cooperative. The Town shall pay promptly, within fifteen (15) days after receipt of proper bill from the Cooperative for the preceding month's service.

#### **SECTION 10**

The Town shall have access at all reasonable times to all maps, records, and rates relating to the street lighting system located in the Town.

#### **SECTION 11**

The Cooperative shall relocate any of its facilities located within the Town upon written order of the Town, provided such relocation can be accomplished without substantial detriment to the Cooperative's distribution system and provided that the Town shall pay to the Cooperative the actual cost of labor, material, and other costs incurred in making such relocation.

#### **SECTION 12**

The Town agrees that all electric energy supplied by the Cooperative (except for street lighting) shall be metered by standard meters to be owned, furnished, and maintained by the Cooperative. All electric wires, fixtures, lamps, appliance, equipment, and machinery used in the Town's buildings shall be installed, owned, maintained, and operated by the Town at its cost and expense.

The Cooperative shall charge and the Town shall pay for any such electric service according to the Cooperative's applicable rate schedules which shall at all times be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

None of the electric energy furnished to the Town under this section shall be sold or disposed of to others without the expressed written consent of the Cooperative; provided, however, this restriction shall not apply to any electric vehicle charging station owned and operated by the town and made available to the public.

### **SECTION 13**

The electric service performed pursuant to this Ordinance is not guaranteed to be free from minor interruptions or from major outages beyond the reasonable control of the Cooperative. In the event electric service should be wholly or partially interrupted or suspended, or shall fail, due to any cause beyond the reasonable control of the Cooperative and not due to its neglect, or in the event the Cooperative shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or make repairs or alterations thereto, the Cooperative shall not be obligated to provide said service during any such period of interruption or suspension or failure and shall not be liable for any damage or loss resulting therefrom.

### **SECTION 14**

All sidewalks, street pavements, street surfaces, or other public improvements which may be disturbed or damaged by reason of the Cooperative's erecting poles or performing any necessary work upon the streets and public places of the Town shall be properly replaced and repaired by the Cooperative to the reasonable requirements of the Town.

### **SECTION 15**

The Cooperative, as to all other terms and conditions of service not specifically stated or covered herein, shall supply electric service under this Ordinance, and the Town shall receive and utilize such service, consistent with the Service Rules and Regulations of the Cooperative, both as they now exist or as established and revised from time to time by the Cooperative's Board of Trustees. No provision or section of this Ordinance, however, shall prevent the Town from exercising any other lawful authority or regulatory power that may now or hereafter be possessed by the Town.

### **SECTION 16**

The Cooperative shall, as payment for the total license fee for each calendar year, pay into the Treasury of the Town, on or before the 31st day of March each year, a sum of money equal to a fixed percentage of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year, as follows:

- A. For the payment due on or before March 31, 2023, the sum shall be equal to three percent (3%) of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year.
- B. For the payment due on or before March 31, 2024, and for each year thereafter, the sum shall be equal to five percent (5%) of the total gross sales paid to the Cooperative from all electrical service accounts, excluding industrial and municipal, within the corporate limits of the Town for the preceding calendar year.

The payment of the percentage of gross sales provided for herein shall be in lieu of all money demands and charges, except ad valorem taxes on property.

The Town shall notify the Cooperative in writing of areas annexed into the Town, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the Town shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

From time to time, but no more than once a year and no less than once every three years, the Cooperative will provide the Town a list of service addresses to which franchise fees are being applied (the "List"). The Town shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the Town notifies the Cooperative of any error: (1) the Town shall be required to reimburse the Cooperative for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Cooperative shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Cooperative within sixty (60) days of receipt of request by the Town or the Cooperative may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the Town. This information is confidential and proprietary and shall not be disclosed to any third party without a court order or the Cooperative's prior written consent.

Should the Town ever, at any time, construct, purchase, lease, acquire, own, hold, or operate an electric distribution system, then in that event the payment of the percentage of gross sales provided herein to be paid by the Cooperative, its successors and assigns, shall abate, cease, and be no longer due, and shall forever thereafter be uncollectible.

#### **SECTION 17**

The Town hereby levies, and the Cooperative may collect and transmit to the Town, a franchise fee on all electricity sold by third parties to customers within the Town using the Cooperative's lines or facilities, said fee is to be in all respects equivalent to the franchise fees established herein, which the Cooperative is obligated to make on whatever basis during the life of this franchise.

#### **SECTION 18**

The Electric Service Agreement and Franchise granted by this Ordinance, when accepted by the Cooperative, shall constitute a contract between the Town and the Cooperative, and shall be in force and effect for the term of thirty (30) years.

#### **SECTION 19**

The Town shall become and remain a member of the Cooperative, if and for so long as the Town purchases electric service from the Cooperative.

#### **SECTION 20**

All rights, privileges and authority possessed by the Cooperative, pursuant to the laws and regulations of the State of South Carolina and its regulatory agencies, including but not limited to Act 431 of 1984 of the General Laws of South Carolina, shall be reserved to the Cooperative and shall not be

abridged, delegated, modified, or waived, except as specifically provided herein and then only for the term of this agreement. In addition, the Cooperative reserves all rights, title, and interest that it now has by deed or prescriptive rights in its easements and rights of way and said rights shall not be abridged, delegated, or granted, except as specifically provided herein and then on for the term of this agreement.

**SECTION 21**

This Ordinance shall not become effective until accepted in writing by the Cooperative which shall be on the same date that the Franchise Ordinance for DESC becomes effective.

**SECTION 22**

If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 23**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: December 13, 2022  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

ACCEPTANCE of the electric franchise granted by within Ordinance acknowledged by BERKELEY ELECTRIC COOPERATIVE, INC., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BERKELEY ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
Michael S. Fuller  
Chief Executive Officer

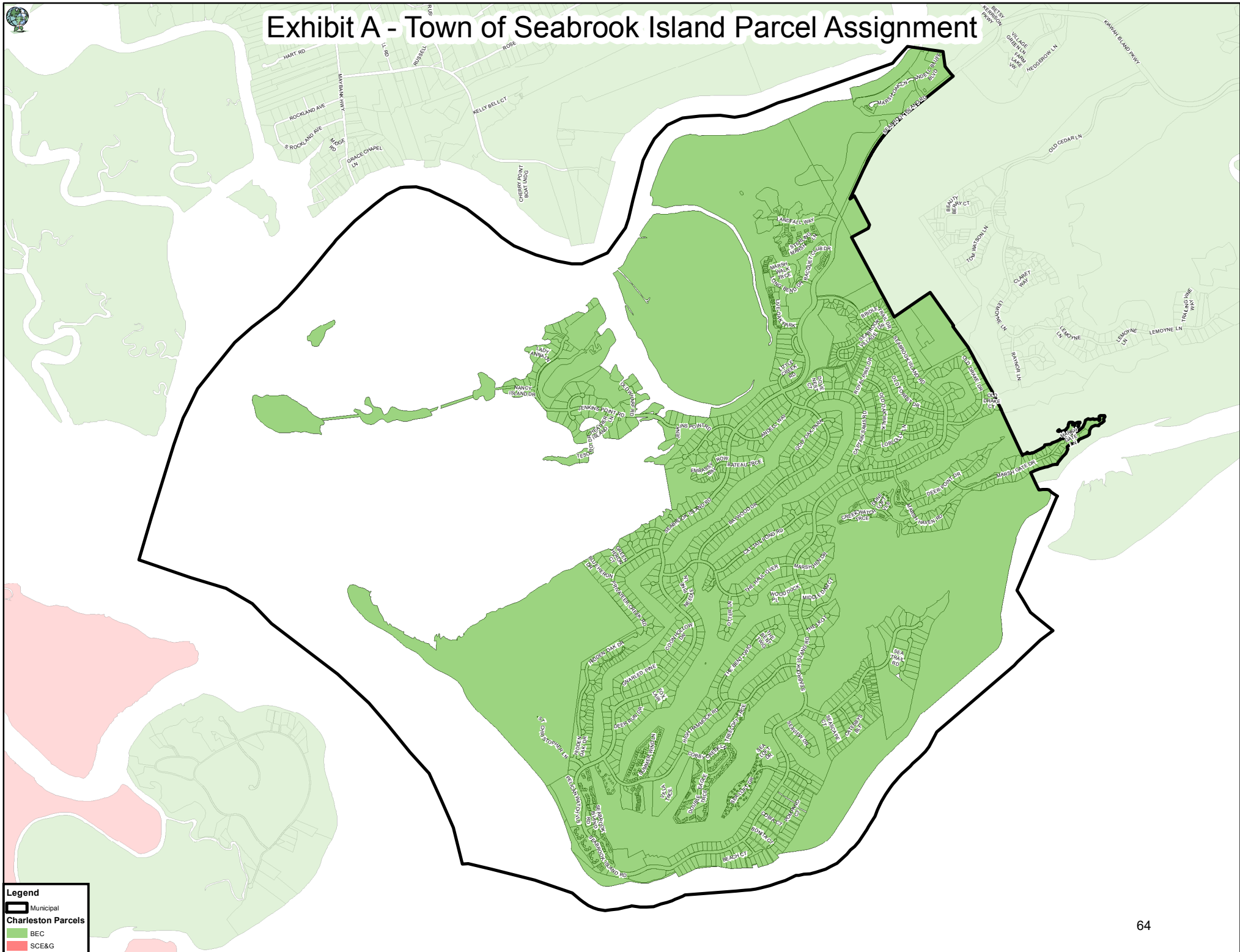
ATTEST

\_\_\_\_\_

**Exhibit A**

Town of Seabrook Island Parcel Assignment Map

# Exhibit A - Town of Seabrook Island Parcel Assignment





**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-01**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF SEABROOK ISLAND SO AS TO CHANGE THE ZONING DESIGNATION FOR CHARLESTON COUNTY TAX MAP NUMBER 149-06-00-003, CONTAINING APPROXIMATELY 0.25 +/- ACRES LOCATED AT 2754 OLD FOREST DRIVE, FROM THE MODERATE LOT SINGLE-FAMILY RESIDENTIAL (R-SF2) DISTRICT TO THE CONSERVATION (CP) DISTRICT**

**WHEREAS**, on or about January 11, 2023, the Seabrook Island Property Owners Association filed Rezoning Application #88 with the Town of Seabrook Island seeking to change the zoning designation of Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family Residential (R-SF2) district to the Conservation (CP) district; and

**WHEREAS**, the Seabrook Island Planning Commission reviewed the above referenced rezoning application during its regularly scheduled meeting on February 8, 2023, at which time the Planning Commission made a recommendation to the Mayor and Council that the rezoning request is in the best interest of the Town of Seabrook Island and is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, a public hearing was held on the above referenced rezoning application on March 28, 2023, as required by law;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND:**

**SECTION 1. Zoning Map Amendment.** The Official Zoning District Map of the Town of Seabrook Island is hereby amended to change the zoning designation for Charleston County Tax Map Number 149-06-00-003, containing approximately 0.25 +/- acres located at 2754 Old Forest Drive, from the Moderate Lot Single-Family Residential (R-SF2) district to Conservation (CP) district. A map of the property subject to this rezoning ordinance is attached hereto as Exhibit A.

**SECTION 2. Severability.** If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 3. Conflicting Ordinances Repealed.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall be effective from and after the date of adoption.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: February 28, 2023  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

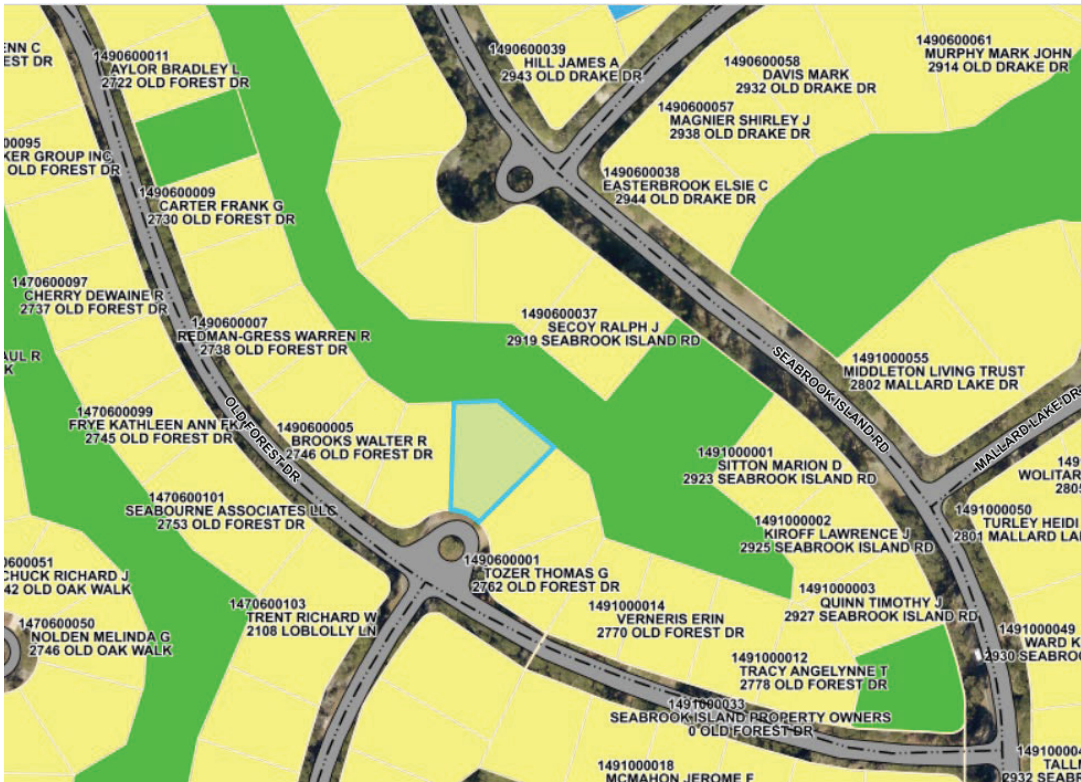
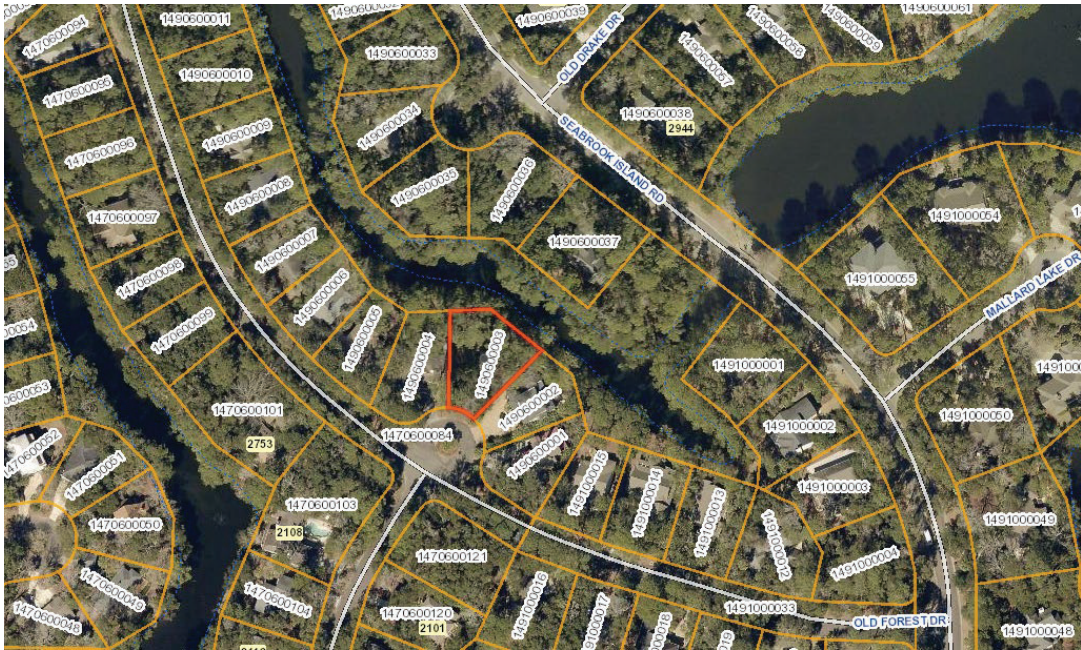
TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

# Exhibit A



Green = Conservation

Yellow = R-SF2

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-02**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE (“FRANCHISE ORDINANCE” OR “AGREEMENT”) TO GRANT TO DOMINION ENERGY SOUTH CAROLINA, INC., ITS SUCCESSORS AND ASSIGNS, THE LIMITED NON-EXCLUSIVE RIGHT, POWER AND AUTHORITY TO ERECT AND TO INSTALL, MAINTAIN, AND OPERATE ON, ALONG, ACROSS, IN, OVER, ABOVE, UPON AND UNDER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE TOWN: (1) ELECTRIC LINES, WIRES, GUYS, PUSH BRACES, TRANSFORMERS AND APPURTENANT FACILITIES AND (2) COMMUNICATION LINES AND FACILITIES FOR USE BY THE COMPANY OR ANY DESIGNEE UNDER THE TERMS SET FORTH IN THIS AGREEMENT, TOGETHER WITH ANY NECESSARY RIGHT OF ACCESS THERETO, FOR SUCH PERIOD AS THE SAME IS NEEDED BY THE COMPANY TO RENDER SERVICE TO ITS CUSTOMERS IN THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA FROM THOSE FACILITIES; TO SET THE AMOUNT OF FRANCHISE FEE TO BE PAID BY DOMINION ENERGY SOUTH CAROLINA, INC. TO THE TOWN; IF SO REQUIRED, TO LEVY FRANCHISE FEES ON THIRD PARTIES SELLING ELECTRICITY USING THE COMPANY’S ELECTRIC SYSTEMS; TO ALLOW FOR THE ESTABLISHMENT OF A FUND AND UNDERGROUND UTILITY DISTRICTS FOR ELECTRIC NON-STANDARD SERVICE**

**WHEREAS**, the Town of Seabrook Island and Dominion Energy South Carolina, Inc., have negotiated a Franchise Agreement whereby said Dominion Energy South Carolina, Inc., shall be granted the limited non-exclusive right to use the public rights-of-way within the Town for the purpose of erecting, constructing, maintaining, and operating its facilities; and

**WHEREAS**, the said Franchise Agreement sets forth the method by which the Town shall be compensated for the rights and privileges granted to Dominion Energy South Carolina, Inc.; and

**WHEREAS**, the Mayor and Council of the Town of Seabrook Island believe that adoption of the amended Franchise Agreement is in the best interest of its citizens and property owners; and

**WHEREAS**, the payments made to the Town under the terms and conditions of the amended Franchise Agreement shall be in lieu of business license fees; and

**WHEREAS**, the Mayor and Council advertised and held a public hearing on this ordinance during a duly called meeting on \_\_\_\_\_;

**NOW, THEREFORE**, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, **BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF SEABROOK ISLAND, S.C.:**

**SECTION 1**

Wherever the word "Company" appears in this Franchise Ordinance, it is hereby to designate, and shall be held to refer to Dominion Energy South Carolina, Inc., a corporation duly authorized and doing business pursuant to the laws of the State of South Carolina, its successors and assigns.

## **SECTION 2**

The limited non-exclusive right, power and authority is hereby granted and vested in the Company to erect and to install, maintain and operate on, along, across, in, upon and under the streets, alleys, bridges, rights-of-way and other public places of the Town: (1) electric lines, wires, guys, push braces, transformers and other appurtenant facilities and to use those facilities to conduct an electric business, and any other business or businesses which may be lawfully conducted using the permitted facilities.

## **SECTION 3**

Any street, alley, bridge, right-of-way or other public place used by the Company shall not be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Town, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be injured. However, should any such damage occur due to Company's failure to use due care, the Company shall repair the same as promptly as possible after notice from the Town, and, in default thereof, the Town may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the Town harmless from all liability or damage (including judgment, decrees, and legal court costs) resulting from its failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

## **SECTION 4**

Upon approval of this Franchise Agreement and the franchise agreement between Berkeley Electric Cooperative, Inc. ("Berkeley Electric") and the Town in accordance with the terms of the Agreement Concerning Electric Service Rights Between Berkeley Electric Cooperative, Inc. and Dominion Energy South Carolina, Inc., dated [REDACTED] ("Electric Service Rights Agreement"), the Company shall have electric service rights to the parcels shaded in red on Exhibit A, and Berkeley Electric shall have electric service rights to the parcels shaded in green on Exhibit A as specifically set forth in Electric Service Rights Agreement, provided, however, that:

- A. The Company may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Berkeley Electric; and Berkeley Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to the Company. After any building or structure that is being served by Berkeley Electric or the Company pursuant to the terms of this Subsection 4(A) is removed, torn down, razed to the ground, or demolished, the service rights designation in Exhibit A shall

be the sole determining factor as to whether Berkeley Electric or the Company has the right to provide electric service to any future replacement building or structure within that parcel.

- B. Where any new building or structure is constructed so that part of the building or structure resides on a red parcel in Exhibit A and part of the building or structure resides on a green parcel of Exhibit A, the customer, in its sole discretion, may choose whether the Company or Berkeley Electric provides electric service to such new building or structure.
- C. Upon any future annexation by the Town, the Company shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and Berkeley Electric shall have electric service rights to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation.
- D. If the Town Council does not approve this Franchise Agreement and the franchise agreement with Berkeley Electric pursuant to the terms of the Electric Service Rights Agreement, the Electric Service Rights Agreement shall be considered terminated, null, and void.
- E. The rights granted to Company by this Agreement are limited by the terms and conditions of the Electric Service Rights Agreement. If Company is not providing electrical services to any customer within the Town limits in accordance with the Electric Service Rights Agreement, this Agreement provides no authority to erect, install, maintain, or operate an electrical system of any type on any right of way or public place(s) within the Town.

## SECTION 5

The Company shall:

- A. Construct and extend its electric system within the present and/or extended Town limits and have the right to connect new services in the parcels shaded in red on Exhibit A and in newly annexed parcels assigned to the Company by the Public Service Commission of South Carolina prior to the annexation, and supply standard electric service at standard voltages under rates and general terms and conditions as authorized by law.
- B. Install underground electric distribution and service lines in the Town under terms and conditions customarily applicable with respect to aid to construction.
- C. When called upon, expand and maintain all of the electric street lighting system (to include both lighting fixtures and poles) and service along the streets, highways, alleys and public places of the Town, as said system may be hereafter installed and/or changed by order of the Town, in accordance with the terms and provisions of this franchise. All materials furnished shall be of standard quality and kind, and shall meet the requirements of good street lighting practice.

- D. Make changes in the location of the street lighting system covered by this franchise upon written request of the Town.
- E. Render to the Town a bill each month for the street lighting service furnished hereunder during the preceding month, in accordance with the provisions of this Franchise Ordinance.
- F. Maintain at its own expense a system for repairing the street lighting system in use. The Company, upon receiving official notice that there is a defective standard fixture or pole, shall within five (5) days repair or replace the same.

## **SECTION 6**

The Town shall:

- A. Take electric street lighting and other Town electric services from the Company during the period covered by this Franchise Ordinance in all areas of the Town served by Company or in which Company is authorized by law to serve consistent with the terms of Agreement.
- B. Pay monthly, within twenty-five (25) days after receipt, a proper bill from the Company for the preceding month's service in accordance with the amounts provided for in approved tariffs.
- C. Pay the Company for street lighting service provided by the Company at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).
- D. Notify the Company in writing of areas annexed into the Town, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Company on those accounts. In addition, the Town shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.
- E. Upon annexation, pay to the Company for street lighting service to customers subject to the annexation at the municipal rate schedule approved by the Public Service Commission of South Carolina applicable to that lighting fixture and pole, including underground rates. If no applicable municipal rate is available for any fixture and pole at the time of billing, then the Town shall pay the full and applicable non-municipal rate for such fixture(s) and pole(s).

## **SECTION 7**

The Town and the Company agree that:

- A. All work performed within the municipal limits by the Company or its contractors shall be in accordance with the National Electric Safety Code and the applicable electric rules and regulations, as adopted by the Public Service Commission of South Carolina.
- B. The records of the Company pertaining to the electric street lighting system are to be accepted as full and final proof of the existence and configuration of the same, that system being hereinafter referred to as the "Street Lighting System."
- C. Where lighting units of a different type and character than those now included in the Street Lighting System are desired by the Town, a new unit charge and specification shall be agreed upon which will apply to such lighting units and which thereafter shall become a part hereof.
- D. Except as otherwise provided herein, the Town shall have the right at any time to order the installation of new fixtures and poles in new areas of the Town.
- E. The Town shall have access at all reasonable times to maps, records, and rates relating to the Street Lighting System in the Town.
- F. Subject to applicable rates and terms and conditions, throughout the life of the franchise the Company will supply to the Town, and the Town agrees that it will purchase from the Company, electric energy required by the Town for its own use including traffic signal lighting, street lighting, lighting and power for public buildings, pumping stations, or other installations now owned or hereafter constructed or acquired by the Town and for all other uses in all areas served by or to be served by the Company, as allowed by law. However, should the Town request to provide electric service to any of its facilities utilizing an alternative energy facility owned by the Town, the Company will consent to such a request so long as the energy from that facility is allowed by and subject to a rate schedule approved by the Public Service Commission of South Carolina. If the Town receives service from such a facility, then the Company shall have the right to change the terms and conditions under which it provides any remaining services to Town facilities.
- G. The Company shall charge and the Town shall pay to the Company monthly for all electric energy furnished by the Company for miscellaneous light and power service under this franchise in accordance with rates and tariffs and terms and conditions as established by law.
- H. None of the electric energy furnished hereunder shall be sold, disposed of, or exchanged by the Town to others without the expressed written consent of the Company.
- I. The electric energy hereunder is not guaranteed or warranted to be free from minor interruptions or from major outages or electrical surges beyond the control of the Company.



## **SECTION 8**

All work upon the streets and public places of the Town shall be done under the general supervision of the Mayor and Council (or other legally constituted governing body) of the Town, and all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced and relayed by the Company, its successors and assigns, to the reasonable requirements of the Mayor and Council (or other legally constituted governing body) of the Town.

## **SECTION 9**

The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the reasonable rules and regulations of the Public Service Commission of South Carolina or its successors, applicable to electric service in the Town.

## **SECTION 10**

- A. As payment for the right to provide electric service, and any other services as may be permitted under this Franchise Ordinance, in the succeeding calendar year, the Company shall pre-pay into the Treasury of the Town, on the first business day of July each year, beginning with the year 2023, a sum of money (the "Franchise Fee") equal to five percent (5%) of the gross sales revenue accruing to the Company during the preceding calendar year from all residential and commercial sales of electricity in the municipality and all wheeling or transportation service to such customers within the corporate limits of the Town, not including sales made under legally authorized special sales programs which allow the Company to reduce prices to meet customers' competitive energy prices. To change the percentage of the revenue on which the Franchise Fee is calculated, the Town must both (1) amend this Franchise Ordinance by means of an Amendatory Ordinance solely addressed to that purpose, and (2) provide the Company written notice including an attested copy of the Amendatory Ordinance at least ninety (90) days prior to the next Franchise Fee payment due date. So long as both conditions are met, the increase or decrease will apply to the next Franchise Fee payment due from the Company and the recovery of the higher fee will begin during the calendar year for which the Franchise Fee applies. During the term of this Franchise Ordinance, the percentage of the revenue on which the Franchise Fee is based shall not exceed the highest percentage paid by the Company to any other town or city under a franchise agreement. Any other revenue accruing to the Company in the municipality may be subject to other fees and/or business license taxes as appropriate.
- B. Subject to Section 10(A) above, the Town's right to receive franchise fees as provided for herein shall be in lieu of all occupation, license, excise and special franchise taxes and fees, and shall be in full payment of all money demands, charges, or fees of any nature whatsoever imposed by the Town, except ad valorem taxes on property. The Company may at its option pay and deduct from its franchise fee payments any amount that shall be required or exacted from the Company for the benefit of the Town other than ad valorem taxes on property.

- C. It is expressly understood that all franchise fees or other payments imposed by the Town on the Company shall be collected from customers of the Company within the municipal boundaries, as is presently provided for in the orders of the Public Service Commission of South Carolina applicable to the Company. From time to time, but no more than once a year and no less than once every three years, the Company will provide the Town a list of service addresses to which franchise fees are being applied (the "List"). The Town shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. Unless the Town notifies the Company of any error: (1) the Town shall be required to reimburse the Company for any Franchise Fee refund based on an address incorrectly included on the List; (2) the Company shall not be responsible for Franchise Fees for any service addresses not included on the List. Reimbursement shall be made to the Company within sixty (60) days of receipt of request by the Town or the Company may agree, in its sole discretion, to deduct the amounts owed under this Subsection from the next Franchise Fee payment to the Town. This information is confidential and proprietary and shall not be disclosed to any third party under the Freedom of Information Act or otherwise without a court order or the Company's prior written consent.
  
- D. The Town hereby levies, and the Company may collect and transmit to the Town, a franchise fee on electricity sold by third parties to customers within the Town using the Company lines, or facilities; said fee is to be in all respects equivalent to the franchise fees established herein plus a proportional share of all other payments to the Town, or to the Non-Standard Service Fund established hereunder, which the Company is obligated to make on whatever basis during the life of this franchise.
  
- E. Should the Town itself ever at any time construct, purchase, lease, acquire, own, hold or operate an electric distribution system to provide electric service within the Town, then the payment of percentages of gross sales revenue herein provided to be paid by the Company shall abate, cease and no longer be due and no other fee for the franchise rights shall be required.

### **SECTION 11**

This Franchise Ordinance is subject to the constitution and laws of the State of South Carolina.

### **SECTION 12**

This Franchise Ordinance shall not become effective until accepted in writing by the Company, which shall be within thirty (30) days from the date of its ratification by the Town and on the same date that the Franchise Ordinance for Berkeley Electric becomes effective. The terms, obligations and rights granted by this Franchise Ordinance, when accepted by the Company, shall constitute a contract between the Town and the Company, and shall be in full force and effect for a term of thirty (30) years from the effective date.

### **SECTION 13**

The rights hereunder accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this Franchise Ordinance shall not create any rights in third parties.

**SECTION 14**

If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, it shall be construed to have been the legislative intent of Town Council to pass said ordinance without such unconstitutional provision, and the validity of all remaining sections, subsections, paragraphs, clauses, or provisions of said ordinance shall not be affected thereby. If said ordinance, or any provision thereof, is held by the final decision of a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

**SECTION 15**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

First Reading: February 28, 2023  
Public Hearing: March 28, 2023  
Second Reading: March 28, 2023

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

ACCEPTANCE of the franchise granted by the within Ordinance acknowledged by DOMINION ENERGY SOUTH CAROLINA, INC., this \_\_\_\_\_ day of \_\_\_\_\_, 23\_\_.

DOMINION ENERGY SOUTH CAROLINA, INC.

\_\_\_\_\_  
W. Keller Kissam  
President

ATTEST:

\_\_\_\_\_  
Karen W. Doggett  
Assistant Corporate Secretary and Director-  
Governance

(Corporate Seal)

Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and  
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs  
**PROMPT ACTION REQUIRED**

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For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,<sup>1</sup> the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023**. We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

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<sup>1</sup> The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or [ccothran@amsc.sc](mailto:ccothran@amsc.sc).

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or [eshytle@masc.sc](mailto:eshytle@masc.sc).

**TOWN OF SEABROOK ISLAND**

**ORDINANCE NO. 2023-03**

**ADOPTED \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE TOWN OF SEABROOK ISLAND TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO**

**WHEREAS**, the Town of Seabrook Island (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

**WHEREAS**, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State ("Statewide Business License Taxes"); and

**WHEREAS**, such Statewide Business License Taxes include, without limitation, the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and

**WHEREAS**, the Municipal Association of South Carolina (the "Association") has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities; and

**WHEREAS**, such local revenue service programs include a program known as the Insurance Tax Program ("ITP") that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program ("BTP") that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program ("TTP") that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and

**WHEREAS**, the Municipality currently participates in [ITP, BTP, and TTP]; and

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-15 on December 14], in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance"); and

**WHEREAS**, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs; and

**WHEREAS**, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP; and

**WHEREAS**, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof”; and

**WHEREAS**, the Town Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Seabrook Island, as follows:

**SECTION 1. Direction to Apply to and Join LRS.**

The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The Mayor (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of, and agrees to comply with, the Agreement upon the execution and delivery thereof by the Executive Officer.

**SECTION 2. Participation in Local Revenue Service Programs.**

The Council determines that, if admitted to LRS, the Municipality will participate in the [ITP, the BTP, and the TTP]. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

**SECTION 3. Business License Taxes Applicable to Insurance Companies.**

Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the Municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or



serviced by (1) the insurance company's office located in the Municipality, (2) the insurance company's employee conducting business within the Municipality, or (3) the office of the insurance company's licensed or appointed producer (agent) conducting business within the Municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.

- b) As to fire insurance, "gross premiums" means gross premiums (1) collected in the Municipality, and/or (2) realized from risks located within the limits of the Municipality.
- c) As to bail bonds, "gross premiums" shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the Municipality, regardless of whether or not an office is maintained in the Municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

**NAICS Code**

524113	<b>Life, Health, and Accident.</b> 0.75% of Gross Premiums.
524126	<b>Fire and Casualty.</b> 2% of Gross Premiums.
524127	<b>Title Insurance.</b> 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

**SECTION 4. Business License Tax Applicable to Brokers.**

Title 38, Chapter 45 of the S.C. Code (the "Brokers Act") establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker's premium tax.

**SECTION 5. Business License Taxes Applicable to Telecommunication Companies.**

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.
- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the Municipality and which are charged to a service address within the Municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the Municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

#### **SECTION 6. No Exemption for Interstate Commerce.**

Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

#### **SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board.**

Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

#### **SECTION 8. Appeals Process.**

With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**SECTION 9. Repealer, Effective Date.**

All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of

\_\_\_\_\_, 2023.

First Reading: March 28, 2023

Public Hearing: April 25, 2023

Second Reading: April 25, 2023

TOWN OF SEABROOK ISLAND

\_\_\_\_\_  
John Gregg, Mayor

ATTEST

\_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-01**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION ALEX WALL AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Alex Wall as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Alex Wall is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Alex Wall is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-02**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION ALEX HUSS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Alex Huss as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Alex Huss is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Alex Huss is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-03**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION IAN BUTLER AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Ian Butler as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Ian Butler is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Ian Butler is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-04**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION CHARLES CROSS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Charles Cross as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Charles Cross is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Charles Cross is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk



**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-05**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION ROBERT EDGERTON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Robert Edgerton as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Robert Edgerton is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Robert Edgerton is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-06**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION RICHARD HOSKINS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Richard Hoskins as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Richard Hoskins is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Richard Hoskins is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-07**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION ALEX WESTOVER AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Alex Westover as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Alex Westover is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Alex Westover is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-08**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION CARTER SEUFFERT AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Carter Seuffert as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Carter Seuffert is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Carter Seuffert is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-09**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION JACKSON LUCAS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Jackson Lucas as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Jackson Lucas is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Jackson Lucas is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-10**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION JACK BRANDES AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Jack Brandes as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Jack Brandes is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Jack Brandes is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-11**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION JACOB FREDERICK AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Jacob Frederick as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Jacob Frederick is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Jacob Frederick is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-12**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION TRAPIER MARSHALL AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Trapier Marshall as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Trapier Marshall is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Trapier Marshall is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk



**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-15**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION JOHN GOLDER AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of John Golder as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that John Golder is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as John Golder is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-14**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION KAI MARTIN AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Kai Martin as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Kai Martin is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Kai Martin is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-15**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION KELSIE-BLAKE WEEKS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Kelsie-Blake Weeks as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Kelsie-Blake Weeks is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Kelsie-Blake Weeks is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-16**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION KENNEDY DREW AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Kennedy Drew as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Kennedy Drew is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Kennedy Drew is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-17**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION LOGAN JOHNSTON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Logan Johnston as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Logan Johnston is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Logan Johnston is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-18**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION MICHAEL SOSNOWSKI AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Michael Sosnowski as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Michael Sosnowski is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Michael Sosnowski is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-19**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION MALEK VARNER AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Malek Varner as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Malek Varner is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Malek Varner is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-20**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION MALIA BORG AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Malia Borg as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Malia Borg is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Malia Borg is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk



**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-21**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION MAX ALDERMAN AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Max Alderman as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Max Alderman is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Max Alderman is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-22**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION NOAH BUTLER AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of Noah Butler as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Noah Butler is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as Noah Butler is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

**TOWN OF SEABROOK ISLAND**

**RESOLUTION NO. 2023-23**

**ADOPTED \_\_\_\_\_**

**A RESOLUTION TO APPOINT AND COMMISSION WILLIAM BOWLING AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY AND GENERAL WELFARE FOR THE TOWN OF SEABROOK ISLAND**

**WHEREAS**, the Seabrook Island Town Council, in the exercise of its general police power, is empowered to protect the health and safety of residents and visitors of the Town; and

**WHEREAS**, the Seabrook Island Town Council is further authorized by Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many Code Enforcement Officers as may be necessary for the proper security, general welfare, and convenience of the Town; and

**WHEREAS**, pursuant to Sec. 18-2 of the Town Code, the Mayor of Seabrook Island has recommended the appointment of William Bowling as a Code Enforcement Officer of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that William Bowling is hereby appointed and commissioned as a Code Enforcement Officer of the Town of Seabrook Island for the purpose of providing for the proper security, general welfare, and convenience of the Town, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this Town, including the enforcement of the Town's beach regulations and restrictions, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 5-7-32 of the Code of Laws of South Carolina 1976, as amended.

**BE IT FURTHER RESOLVED** that this appointment shall remain in effect until the earlier of 1) March 31, 2024; 2) The termination of the contract between the Town of Seabrook Island and Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island; or 3) at such time as William Bowling is no longer employed by Island Beach Services, LLC, d/b/a Barrier Island Ocean Rescue, for the provision of Beach Patrol Services in the Town of Seabrook Island.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, having been duly adopted by the Town Council for the Town of Seabrook Island on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
John Gregg, Mayor

Witness: \_\_\_\_\_  
Katharine E. Watkins, Town Clerk

## PARTICIPANT PROGRAM SUPPLEMENT

**WHEREAS**, the Town of Seabrook Island (the "Municipality") has applied for and been approved to participate in South Carolina Local Revenue Services ("LRS");

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the "Agreement") by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.**

(a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.**

(a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the “Brokers Insurance Statute”), the Municipality designates the Municipal Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

**TOWN OF SEABROOK ISLAND, SOUTH CAROLINA**

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Name: John Gregg  
Title: Mayor

**ATTEST:**

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Name: Katharine E. Watkins  
Title: Town Clerk

**AGREEMENT CONCERNING ELECTRIC SERVICE RIGHTS BETWEEN  
BERKELEY ELECTRIC COOPERATIVE, INC. AND DOMINION ENERGY SOUTH  
CAROLINA, INC.**

This Electric Service Rights Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among Dominion Energy South Carolina, Inc. (“DESC”), Berkeley Electric Cooperative, Inc. (“Berkeley Electric”), and the Town of Seabrook Island (“Town”) (collectively, “Parties”).

WHEREAS, DESC does not have an electric franchise agreement with the Town; and

WHEREAS, Berkeley Electric has an electric franchise agreement with the Town, which became effective on [REDACTED]; and

WHEREAS, the Town desires to avoid electric service rights disputes between Berkeley Electric and DESC within the Town limits; and

WHEREAS, Berkeley Electric and DESC have engaged in a detailed infrastructure and parcel mapping exercise within the Town in an effort to allow both companies to have more certainty in planning to provide electric service and to allow both companies to provide electric service more efficiently and effectively; and

WHEREAS, as agreed to by the Parties, the attached Exhibit A is a map of the Town of Seabrook Island with the parcels for which Berkeley Electric is to have electric service rights shaded in green and the parcels for which DESC is to have electric service rights shaded in red;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Berkeley Electric and DESC shall enter into Franchise Agreements with the Town on [REDACTED], 20[REDACTED], or earlier if the Parties so agree, provided that both Franchise Agreements will be signed on the same day. The Franchise Agreements shall each have the same effective date, shall each be for a specified term of at least thirty (30) years, shall each expire on the same date certain, and shall each omit any provisions allowing for amendment of the term of the Franchise Agreement. Five (5) business days prior to execution of the Franchise Agreements, each Party shall be provided with the final versions of the Franchise Agreements for the purpose of determining compliance with the terms of this Electric Service Rights Agreement. If any Party determines that either Franchise Agreement does not comply with the terms of this Electric Service Rights Agreement, that Party may terminate this

Electric Service Rights Agreement at any time prior to execution of the Franchise Agreements.

2. The Parties agree that Exhibit A is a reasonable assignment of the electric service rights to the parcels located within the Town limits and resolves any current and future disputes regarding electric service rights to the parcels. As such, the Franchise Agreements entered into pursuant to Paragraph 1 shall each reference and include as an attachment Exhibit A attached hereto. The Franchise Agreement between DESC and the Town shall provide that DESC has electric service rights to the parcels shaded in red on the attached Exhibit A. The Franchise Agreement between Berkeley Electric and the Town shall provide that Berkeley Electric has electric service rights to the parcels shaded in green on the attached Exhibit A. The Franchise Agreements entered into pursuant to Paragraph 1 need not and shall not include any language indicating the possibility of electric service rights disputes.
3. Upon acceptance by Town Council of both the Franchise Agreement between Berkeley Electric and the Town and the Franchise Agreement between DESC and the Town, DESC shall have electric service rights to the parcels shaded in red on the attached Exhibit A, and Berkeley Electric shall have electric service rights to the parcels shaded in green on the attached Exhibit A. Except as specifically provided in Paragraphs 4, 5, and 6 herein, the service rights designation in the attached Exhibit A shall be the sole determining factor as to whether Berkeley Electric or DESC has the right to serve a building or structure within a particular parcel.
4. The Parties further agree that Berkeley Electric may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to DESC; and DESC may continue to provide electric service to any building or structure to which it is already providing electric service as of the effective date of the Franchise Agreements until such building or structure is removed, torn down, razed to the ground, or demolished, even if Exhibit A provides electric service rights for the parcel on which the building or structure is located to Berkeley Electric. After any building or structure that is being served by Berkeley Electric or DESC pursuant to the terms of this Paragraph 4 is removed, torn down, razed to the ground, or demolished, the service rights designation in the attached Exhibit A shall be the sole determining factor as to whether Berkeley Electric or DESC has the right to provide electric service to any future replacement building or structure within that parcel. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.

5. The Parties further agree that, where any new building or structure is constructed so that part of the building or structure resides on a green parcel of the attached Exhibit A and part of the building or structure resides on a red parcel of the attached Exhibit A, the customer, in its sole discretion, may choose whether Berkeley Electric or DESC provides electric service to such new building or structure. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
6. The Parties further agree that, upon any future annexation by the Town, Berkeley Electric shall continue to provide electric service to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation, and DESC shall continue to provide electric service to those annexed parcels assigned to it by the Public Service Commission of South Carolina prior to the annexation. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.
7. The electric service rights delineated in Exhibit A are in compliance with applicable state law.
8. This Electric Service Rights Agreement will not be amended without the express written consent of all Parties.
9. If the Town Council does not approve both Franchise Agreements entered into pursuant to Paragraph 1, this Electric Service Rights Agreement shall be considered terminated, null and void. Each Franchise Agreement entered into pursuant to Paragraph 1 shall contain a provision stating as such.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Electric Service Rights Agreement to be executed on the date first written above.

**[SIGNATURE PAGE FOLLOWING]**



**TOWN OF SEABROOK ISLAND**

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John Gregg, Mayor

Date

**DOMINION ENERGY SOUTH CAROLINA, INC.**

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W. Keller Kissam, President

Date

**BERKELEY ELECTRIC COOPERATIVE, INC.**

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Michael S. Fuller, President & Chief Executive Officer

Date

# Exhibit A - Town of Seabrook Island Parcel Assignment

