WHAT WE WANT

1) **A CITYWIDE STOP WORK ORDER BY THE CITY** requiring Dominion to immediately stop tree cutting because we believe that the company’s cutting has violated the Tree Protection Agreement with the City and is thus no longer valid.

**VIOLATIONS:**

a. Dominion Energy has frequently cut in excess of the 10-foot side width required by the Tree Protection Agreement.¹
b. Dominion Energy has violated other provisions of the Tree Protection Agreement that seek to minimize cutting in order to maintain the beauty of trees and aesthetics of the neighborhoods.²
c. Dominion’s more limited cutting on South Battery Street demonstrates its cutting elsewhere is excessive and thus in violation of the Tree Protection Agreement.

2) **A NEW CUTTING AGREEMENT** to be negotiated with the City and community that is subject to City Council approval.

**WITH PROVISIONS:**

a. Requiring the presence for all Dominion’s tree trimming of an independent arborist selected by the City and paid for by Dominion.
b. Setting forth specific clearance distances narrower than the present 10 feet on the sides, 20 above and 10 below.
c. Regulating other aspects of the cutting to prevent future overcutting.

3) **A PLAN AND TIMETABLE FOR BURYING POWERLINES** that is binding on both Dominion and the City.

a. While there is a provision in the Tree Protection Agreement to establish an “Undergrounding Advisory Committee” [P. 7] and there is another agreement as to procedures and payment for undergrounding, much more needs to be done to make undergrounding a feasible proposition.
The Tree Protection Agreement between the City of Charleston and Dominion Energy of June 18, 2019 provides that Dominion “agrees to use reasonable efforts to implement a standard side clearance of ten feet (10’), a standard top clearance of twenty feet (20’), and a standard bottom clearance of ten feet (10’).” P. 3. Dominion frequently cuts in excess of all of these distances, particularly the side clearance of 10 feet. Indeed it is so frequent and so in excess of the 10-foot required distance that Dominion has materially breached the contract with the result that it is null and void.

The Tree Protection Agreement provides:

WHEREAS . . . this Agreement is intended to ensure that proper pruning techniques are utilized to maintain the aesthetics and the practical value of trees . . . “ P. 1;

“The City and the Company recognize the need to minimize the pruning and removal of trees, especially Grand Trees, which do not frustrate or substantially interfere with the intended purpose of construction or maintenance of Utility Lines and Facilities. Grand Trees are the most important trees, and the Company shall protect Grand Trees when reasonable feasible. . . .” P. 3;

“The Company will use reasonable efforts to cut not more of the canopy in one (1) growing season than is necessary to meet applicable ANSI A300 Standards.” P. 4;

“For each Project, the Company shall post on its website a phone number and email address for concerned parties, including City residents, to use to communicate with the Company with respect to the Project. P. 4.