

LAKE MARION CHANNEL IMPROVEMENTS PROJECT

WYBOO CREEK TO EUTAW SPRINGS NAVIGATION CHANNEL



SOUTH CAROLINA
DEPARTMENT OF
PARKS, RECREATION
& TOURISM

Table of Contents

1.0	INTRODUCTION	3
1.1	PROJECT SUMMARY	3
2.0	DETAILED SURVEY RESULTS.....	4
2.1	GOALS & OBJECTIVES	4
2.2	RESULTS & ANALYSIS	4
3.0	PROJECT FINANCIAL STATUS & FUNDING	7
3.1	GRANT FUNDING	7
3.2	PROJECT EXPENDITURES THROUGH APRIL 30, 2025.....	7
4.0	ASSESSMENT OF OPTIONS & ASSOCIATED COST ESTIMATES.....	8
4.1	INITIAL ASSESSMENT OF SURVEY DATA	8
4.1.1	<i>Option 1: Cut Trees and Dispose of Debris In-Situ</i>	<i>8</i>
4.1.2	<i>Option 2: Cut Trees and Collect Debris for Fish Attraction Structures</i>	<i>9</i>
4.1.3	<i>Option 3: Utilize Remaining Funds to Survey Additional Channel Corridors.....</i>	<i>10</i>
4.2	LAKE DELEGATION PROJECT REVIEW	11
5.0	ENVIRONMENTAL, RECREATIONAL, FINANCIAL, AND PUBLIC COMMUNICATION CONSIDERATIONS.....	12
5.1	PERMITTING PATHWAYS ASSESSMENT.....	12
5.2	IMPACTS TO PROJECT OPERATIONS & INFRASTRUCTURE	12
5.3	IMPACTS TO PUBLIC SAFETY	12
5.3	IMPACTS TO FISH & WILDLIFE RESOURCES	13
5.4	IMPACTS TO PUBLIC RECREATION	13
5.5	PUBLIC COMMUNICATION CONSIDERATIONS	13
5.6	COMPETITIVE PROCUREMENT OF CONTRACT ASSISTANCE	14
APPENDIX A – BATHYMETRIC & SIDESCAN SONAR SURVEY RESULTS.....		15
APPENDIX B – SCPRT GRANT AGREEMENT		16

1.0 Introduction

1.1 Project Summary

Trees and stumps submerged in Lake Marion have been a safety/navigation concern for boaters and recreational fishermen on the reservoir since the Santee Cooper Project was constructed. This is due in large part to national defense initiatives and the need for electricity to support defense industries in Charleston at the beginning of World War II, which required Lake Marion to be flooded more quickly than originally planned, thus leaving many trees and stumps uncleared in the reservoir footprint.

Lake Marion is a regionally important reservoir in the Lowcountry of South Carolina and is renowned for its recreational fishing opportunities. It also has a reputation for being difficult to navigate because of the high stump density in the reservoir. \$300,000 in funding was recently allocated to the South Carolina Department of Parks, Recreation, and Tourism (SCPRT) to improve navigation and recreational opportunities on Lake Marion. Santee Cooper applied for and was approved for the funding. As an initial step, Santee Cooper staff issued a request for proposal for completion of a high-resolution sidescan sonar survey of the existing secondary navigation channel between Wyboo Creek and the Eutaw Springs area to a number of interested geospatial consulting firms. eTrac, Inc., a subsidiary of Woolpert, Inc., was retained to complete the initial survey phase after a competitive/evaluated bid process.

The study resulted in a series of drawing sheets showing both bathymetry and stump density along a corridor paralleling the existing navigational channel. The survey extends approximately 400' on either side of the north/south leg of the existing channel and 900' to the south of the east/west leg of the existing channel. Smaller stumps and other submerged features not extending to within 10 feet of low water were excluded from the final analysis, as this is the threshold identified for safe boat navigation.

In total, approximately 4,300 stumps were identified in the surveyed area, with a large majority of these obstacles located in the southern portion of the north/south corridor. A team of stakeholders recently completed an assessment of potential next steps for improving navigation and recreational opportunities in this portion of Lake Marion. A summary of their assessment follows.

2.0 Detailed Survey Results

2.1 Goals & Objectives

The primary objective of the hydrographic survey was to conduct a detailed and high-resolution survey of the proposed navigation and recreational channels within Lake Marion. This objective was achieved through the deployment of advanced geospatial technologies, including side-scan sonar and multibeam echosounders, to collect high-resolution acoustic data. The survey aimed to quantify and spatially delineate stump density, identifying the distribution and size of submerged obstructions that pose hazards to navigation and recreational activities.

The survey was conducted in a corridor paralleling the existing navigation channel between Wyboo Creek and the Eutaw Springs area. The survey extended approximately 400' on either side of the north/south leg of the existing channel and 900' to the south of the east/west leg of the existing channel, where the proximity of the northern shoreline of Lake Marion prevented the survey corridor from straddling the existing channel alignment.

2.2 Results & Analysis

The processed data from eTrac identified over 4,332 vertical stump features within 10 feet of the water surface elevation inside the survey corridor. The 10-foot threshold was chosen since it would provide adequate depth for recreational boaters to safely navigate the channel in nearly all reservoir conditions, barring severe drought. Any trees or stumps that were identified as extending into this zone in the water column were systematically cataloged and geospatially referenced across the survey extent. The spatial distribution of stumps appeared generally sporadic and evenly dispersed, apart from two localized areas exhibiting significantly higher stump densities. These high-density zones represent potential navigation hazards and require further assessment for mitigation within the proposed navigation and recreational channel design.

To ensure data integrity, stumps observed visually from the vessel were cross-referenced with corresponding features in the side-scan sonar data. This validation step confirmed the side-scan system's consistent ability to accurately image vertical objects, thereby maintaining confidence in the reliability of the sonar data throughout the survey.

Bathymetric survey results indicate that adequate water depth exists (approximately 20+ feet, even at low normal pool) for recreation and navigation by the boating public along the entire channel alignment if stumps are removed from the area to mitigate the risk of collision.

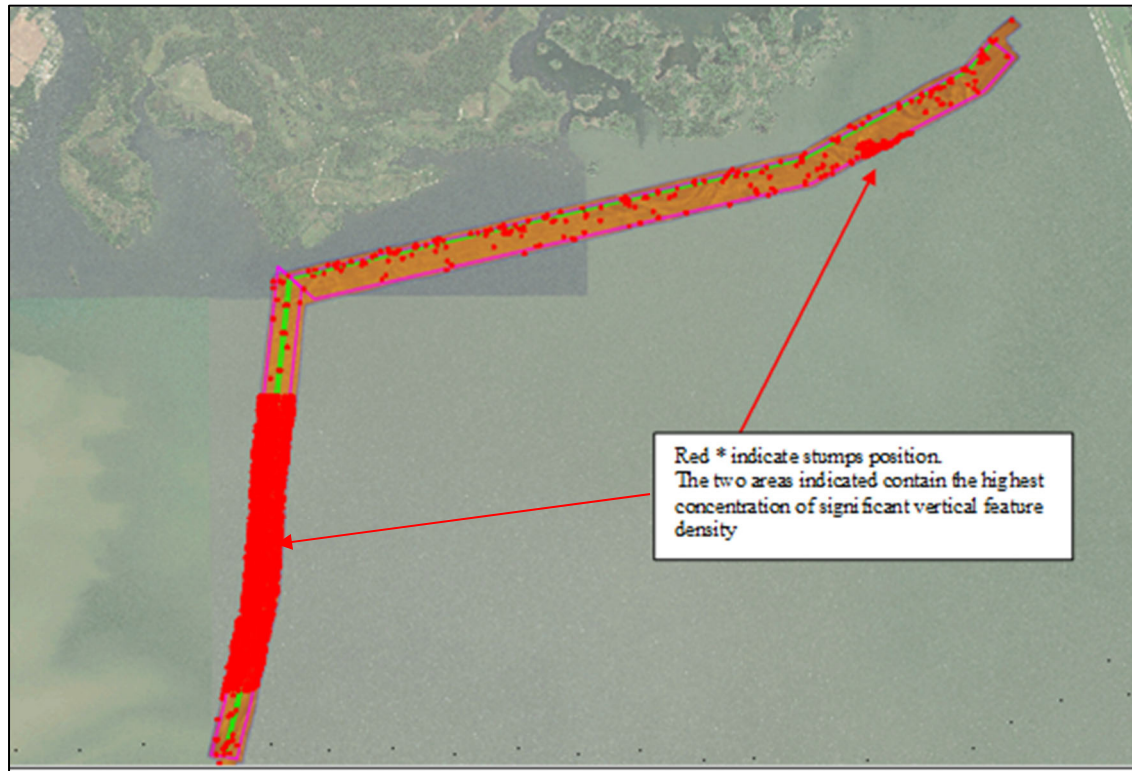


Figure 2.1 – Overview of Sidescan Sonar Data Results with Stump Positions Identified

Figure 2.1 above provides an overview of the entire channel alignment, which runs approximately 3 miles north from the Eutaw Springs area to just south of the Santee National Wildlife Refuge, where it turns to the northeast to provide safe access to the Wyboo Creek area of Lake Marion.

Stump density is highest near the southern end of the existing navigation channel where the original Santee River floodplain would have made 1940s-era tree removal more difficult during construction due to high vegetation density, access issues, and potentially malaria concerns for workers conducting operations in the reservoir footprint.

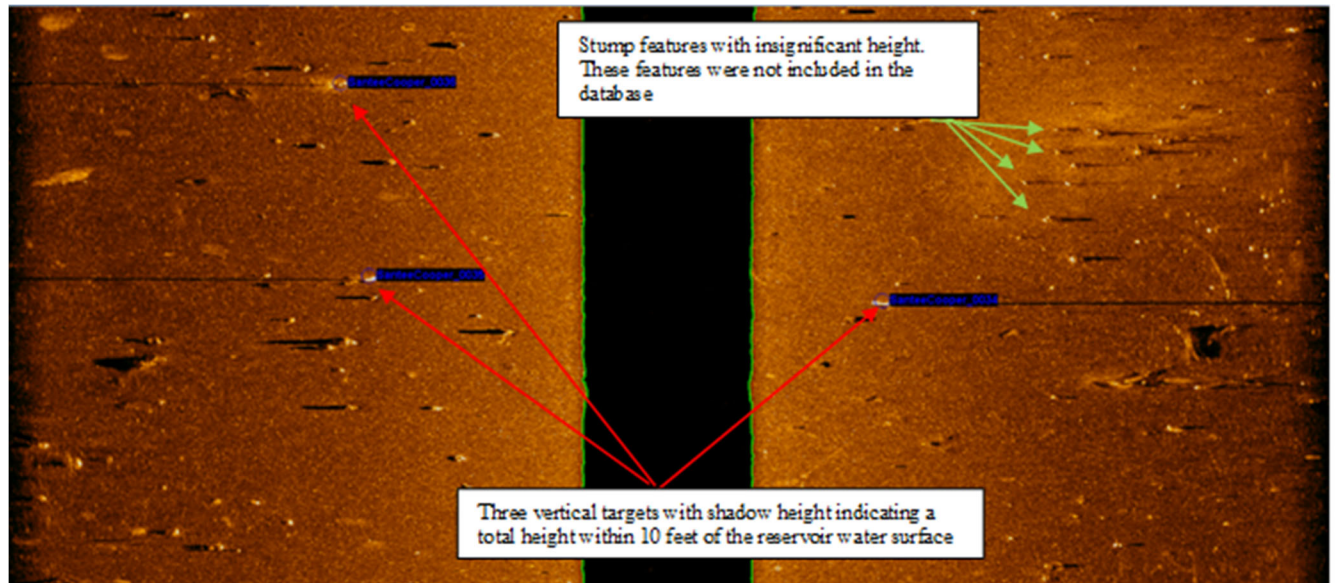


Figure 2.2 – Example Sidescan Sonar Image with Stumps/Targets Identified

Figure 2.2 provides an example of the post-processing that the geospatial contractor completed to identify stumps and trees below the water surface elevation.

Appendix A contains a full set of the bathymetry and sidescan sonar results from the survey. As mentioned above, the highest stump/tree density is near the southern end of the existing channel.

3.0 Project Financial Status & Funding

3.1 Grant Funding

SCPRT issued a grant in the amount of \$300,000 to Santee Cooper on April 18, 2024, to fund the initial sidescan/bathymetric survey described in Section 2.0 above. A copy of the executed grant agreement is included in Appendix B.

3.2 Project Expenditures Through April 30, 2025

Upon receipt of the funding from SCPRT, Santee Cooper prepared a request for proposal (RFP) to secure the services of qualified geospatial firms to assist with completion of a stump/underwater tree survey along the channel alignment. The RFP was issued to interested vendors on July 30, 2024, with responses due on August 30, 2024. Three (3) responses were received, with total costs ranging from \$18,380 to \$72,835. Each proposal was evaluated for completeness, and its technical merit was ranked against the other proposals received. A summary of this analysis is included below as Table 3.1.

Scoring Criteria	Scoring Weight	Woolpert		GEL		McKim & Creed	
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1. Experience with Project Similar in Scope and Complexity (0-5) ¹	30%	5	1.5	5	1.5	5	1.5
2. Project Team (0-5) ²	15%	5	0.75	4	0.6	3	0.45
3. Project Calendar (0-5) ³	15%	5	0.75	4	0.6	3	0.45
4. Cost of Services (0-5) ⁴	40%	5	2.00	1.26	0.50	2.49	1.00
	100%		5.00		3.20		3.40

Table 3.1 – Summary of Proposal Scoring

Woolpert/eTrac was subsequently awarded a purchase order in the amount of \$18,380 for completion of the initial survey phase on November 1, 2024. The fieldwork was completed in November and drawings and a completion report were issued in December 2024, and invoicing was completed by December 31, 2024. \$29.06 in Santee Cooper payroll expenses associated with grant fund accounting and tracking was also expended in June 2024 to prepare an annual expenditure report for the SCPRT. Therefore, the funding balance for the project as of April 30, 2025, is **\$281,590.94**.

4.0 Assessment of Options & Associated Cost Estimates

4.1 Initial Assessment of Survey Data

Upon receipt of the sidescan sonar data and associated bathymetry, Santee Cooper staff convened a stakeholder group consisting of representatives from Santee Cooper, Santee Cooper Country, and the South Carolina Department of Natural Resources (SCDNR) to evaluate the survey results. The stakeholder group reviewed the survey data on January 14, 2025 to evaluate the feasibility of expanding the existing navigation channel between Wyboo Creek and Eutaw Springs. The group agreed to pursue concept-level cost estimates for removal of all trees and/or stumps in the survey corridor to a depth of 10 feet below the water surface elevation at low water, or approximately down to elevation 62.0' above mean sea level. Two options were considered for disposal of the resulting debris; additional details regarding each option are summarized below, along with a concept-level cost estimate for each approach.

4.1.1 Option 1: Cut Trees and Dispose of Debris In-Situ

The first option that was considered by the stakeholder group was cutting of the trees in-place, with the resulting debris being disposed of in-situ. This option assumes that approximately 80% of the debris will naturally sink to the bottom of the reservoir given its age and the amount of time that the trees have been saturated in the water column of Lake Marion. Any floating debris created by the work would be collected by boat or barge and disposed of at an upland site on the shore of Lake Marion to avoid creating a mobile navigation hazard.

Completion of this approach could be accomplished by specialized underwater tree removal contractors without additional on-water assistance. Stumpbusters, located in Madison, Georgia, has completed work in South Carolina before using specialized pontoon boats equipped with hydraulic booms and underwater chainsaws; Figure 4.1 below provides an overview photo of one of their vessels, which are capable of cutting trees to depths of up to 12 feet below the water surface elevation.



Figure 4.1 – Stumpbusters Stump Removal Vessel

The stakeholder team approached Stumpbusters with some general information about the proposed scope of clearing in Lake Marion and requested a cost estimate. Stumpbusters staff indicated that they would be able to complete the work for approximately \$60 per tree removed. Santee Cooper staff subsequently utilized this estimate to assemble a comprehensive cost estimate for the proposed scope of work, inclusive of Santee Cooper staff support for bidding the work, completing any permitting required, and for upland disposal of any floating debris created by the work. A 20% contingency was also applied to the cost estimate to address uncertainties associated with onsite conditions and any other unknowns. Total estimated cost for removal of all 4332 targets from the survey area is therefore approximately **\$497,500**. This cost does not include installation of new recreation area buoys or markers (if the area is designated as recreational in nature instead of being designated for navigation).

4.1.2 Option 2: Cut Trees and Collect Debris for Fish Attraction Structures

The stakeholder group also evaluated the feasibility of cutting the trees in the survey area and collecting the resulting debris for installation in discrete fish attractor structures on the floor of Lake Marion. Any floating debris created by the work would still be collected by boat or barge and disposed of at an upland site on the shore of Lake Marion to avoid creating a mobile navigation hazard. Figure 4.2 provides an example of the type of equipment that might be needed to support such an effort.



Figure 4.2 – Santee Cooper Barge & Crane Installing Fish Attractors in 2023

This approach would require much more intensive personnel and equipment involvement than Option 1 because collection of the debris would require barge and crane support, along with commercial divers to individually rig each tree prior to cutting. It would also drastically reduce productivity, with project completion estimated to require at least 150 working days. As a result, the estimated cost (inclusive of a 20% contingency for uncertainties associated with onsite conditions and other unknowns) for removal of all 4332 targets from the survey area using this approach is approximately **\$1,325,000**. This cost does not include installation of new recreation area buoys or markers (if the area is designated as recreational in nature instead of being designated for navigation).

4.1.3 Option 3: Utilize Remaining Funds to Survey Additional Channel Corridors

The last option considered by the stakeholder group was use of the remaining grant funds to conduct additional bathymetric and sidescan sonar survey in Lake Marion to determine the feasibility of creating additional navigation channels elsewhere in the reservoir. Other corridors and concepts considered included:

- Implementation of a new channel adjacent to the I-95 bridge

- Implementation of a new channel between Mill Creek and the Pine Island Unit of the Santee National Wildlife Refuge
- Implementation of a new channel adjacent to the Santee North Dam between Wyboo Creek and the Diversion Canal
- Widening of the existing main navigation channel (old Santee River channel) along the southern shore of Lake Marion

Detailed cost estimates for these options were not developed, but rough projection of the cost of the original survey across these additional areas indicates that the additional survey work could likely be completed for **\$150,000** or less.

4.2 Lake Delegation Project Review

The project stakeholder team engaged with members of the South Carolina Legislature to discuss the survey results and associated cost estimates for channel improvements on April 3, 2025. Attendees from the Legislature included:

- Senator Brad Hutto
- Senator Larry Grooms
- Representative Gilda Cobb-Hunter
- Representative Phillip Lowe
- Representative Fawn Pedalino

Survey results and cost estimates for each of the channel improvement options assessed by the project stakeholder group were presented and discussed. Consensus was reached to utilize the remaining grant funds to pursue Option 1: expansion of the existing channel between Wyboo Creek and Eutaw Springs, with the resulting organic debris being disposed of in-place on the floor of the reservoir or collected (if floating) and disposed of at an upland site near Lake Marion.

5.0 Environmental, Recreational, Financial, and Public Communication Considerations

5.1 Permitting Pathways Assessment

Santee Cooper has delegated authority to approve a number of different activities as the reservoir owner/operator under a Regional General Permit (RGP) that the Charleston District of the United States Army Corps of Engineers (USACE) issues every five (5) years. The latest version of this RGP can be found [here](#).

Completion of Option 1 as described in Section 4.1.1 above would be authorized by the USACE under RGP Activity 46 for any section of tree(s) that would fall to the lakebed (Fish Attractors, Reef, and Fishery Enhancement Activities) and/or RGP Activity 48 (Debris Removal) for any portion of the tree(s) determined not to be suitable as fish habitat (i.e., “floaters”). There are a variety of general conditions required by the RGP, including several shortnose sturgeon-related precautions and a restriction on migratory fish spawning season construction activities. As long as the project complies with these general conditions, no additional federal approval would be required.

Use of the USACE’s RGP does not obviate the need to obtain SC Construction in Navigable Waters approval for the proposed work under SC 19-450. Because of the nature of the work and the parties involved, Option 1 does not appear to qualify for any of the state’s existing Navigable Waters General Permits. As a result, the project team would need to obtain individual permit approval from the South Carolina Department of Environmental Services (SCDES) to proceed with the project.

Lake Marion and Lake Moultrie are operated under the authority of the Federal Energy Regulatory Commission (FERC) as FERC Project P-199. No additional FERC authorization is expected to be required for the work.

No other regulatory permits are anticipated to be required.

5.2 Impacts to Project Operations & Infrastructure

No impacts are anticipated to Santee Cooper’s project operations and infrastructure as long as “floaters” are collected and disposed of in a safe manner that does not leave floatage in the reservoir.

5.3 Impacts to Public Safety

Given that the proposed work would be undertaken in and around an existing marked navigation channel, it is possible that the risk to the boating public could increase slightly during construction. Any contractor selected for the proposed work would be required to comply with US Coast Guard navigation and visibility standards to help mitigate the risk of collision, and temporary closures of some portions of the channel may be required to ensure the safety of the contractor’s personnel.

No night work would be allowed to further reduce the risk to the boating public. No other temporary or permanent construction-related closures are expected to be required.

Designation of the area for recreation could likely be accomplished with buoys without relocation of the existing channel markers. Estimated cost for buoy installation has not been formally evaluated as of the date of this report.

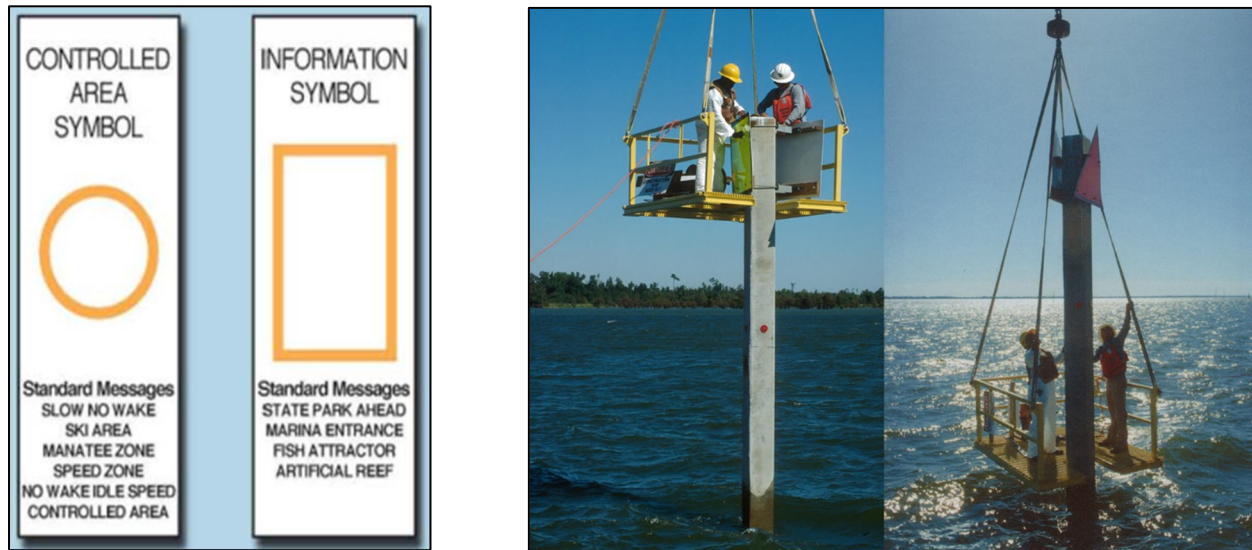


Figure 5.1 – Buoy Symbol Options & Representative Image of Existing Channel Markers

5.3 Impacts to Fish & Wildlife Resources

Minimal short-term impacts are anticipated to aquatic and terrestrial resources in the vicinity of the project. No work would be conducted during the migratory fish spawning season to mitigate the risk of disturbing or harming aquatic resources during critical life cycle periods. The addition of woody debris on the reservoir floor should create some additional habitat for any aquatic species that inhabit the bottom of the water column. Additionally, the proposed work would only remove the top ten (10) feet of standing underwater timber in the project area; this will leave between ten (10) and twenty (20) feet of tree structure standing after project completion, depending on the local reservoir depth. Thus, the impact to aquatic habitat in the area is expected to be minimal.

5.4 Impacts to Public Recreation

The planned work should improve boater access and safety to a highly trafficked area of Lake Marion. As a result, the project is expected to enhance public recreational opportunities on the reservoir by reducing the risk of collision with underwater debris in the vicinity of the channel.

5.5 Public Communication Considerations

Lake Marion is heavily used by the boating public and is renowned for its natural beauty and density of wildlife habitat. The density of remnant trees in the reservoir also means that local knowledge of navigation hazards is critical to safe boating; as a result, current boat traffic levels

on Lake Marion are likely lower than on other reservoirs where navigation hazards are not as prevalent. Some users, especially local fishermen with longstanding local knowledge, may be opposed to completion of the project because of the enhanced access that such a project would bring to Lake Marion. Early stakeholder engagement through permit public notices, social media, and potentially public meeting(s) will be important to the success of the project to ensure that concerns are heard and addressed before work begins.

5.6 Competitive Procurement of Contract Assistance

The project team is prepared to draft a request for proposal (RFP) to secure the services of qualified contractors to conduct tree removal operations in Lake Marion as outlined in Option 1 to ensure competitive pricing and to comply with the requirements of the SCPRT grant agreement for the project. Support for disposal of any floating debris generated would be provided by Santee Cooper personnel and equipment. Delivery methods (either via contractor or utilizing Santee Cooper resources) for installation of any additional channel or recreation area markers will be assessed once the marker plan is finalized.

Appendix A – Bathymetric & Sidescan Sonar Survey Results

LAKE MARION STUMP SURVEY

Santee Cooper

HYDROGRAPHIC SURVEY

Overview



SHEET INDEX:

- SHEET 1 - PROJECT INFORMATION
- SHEET 2 : 7 - SOUNDINGS
- SHEET 8 : 13 - COLORED DEM & CONTOURS
- SHEET 14 : 19 - SIDE SCAN MOSAIC

GENERAL NOTES:

1. SURVEY DATA COLLECTED ON NOVEMBER 10-15, 2024
2. HORIZONTAL DATUM/PROJECTION:
NAD83 (2011) SPCS SOUTH CAROLINA - U.S. SURVEY FEET
3. HORIZONTAL CONTROL: 32 HLZ, N 33°31'1.53386", W 80°11'18.85664"
4. VERTICAL DATUM: NGVD29, U.S. SURVEY FEET
5. VERTICAL CONTROL: RM2 RANDOLPH 1982,
ELEVATION 85.94'
6. CONVERSION BETWEEN NAVD88 AND NGVD29 BASED ON
RM2 RANDOLPH 1982, 0.97'
7. THIS SURVEY REPRESENTS GENERAL CONDITIONS AT THE TIME
OF THE SURVEY.
8. POSITIONING AND MOTION DATA WAS COLLECTED USING AN
APPLANIX POS MV V5.
9. SOUNDINGS WERE COLLECTED USING AN R2SONIC 2022
OPERATING AT 450 KHZ.
10. SIDE SCAN SONAR DATA WERE COLLECTED USING AN EDGETECH
4125 OPERATING AT DUEL FREQUENCY 400 & 200KHZ



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1 RIVERWOOD DR,
MONKS CORNER, SC 29461
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santeecooper.com



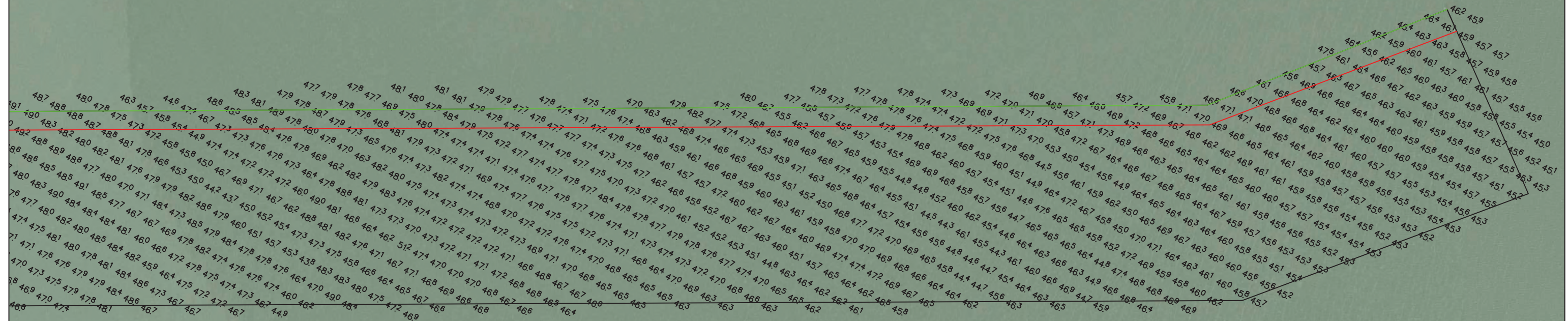
eTrac Inc.
4900 O'HEAR AVE,
SUITE 202
N CHARLESTON SC, 294005
415.462.0421
eTracInc.com

SURVEY DATE: November 10-15, 2024	PLOT DATE: December 6, 2024
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REVISION #	
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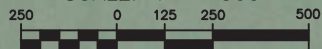
LAKE MARION STUMP SURVEY
Santee Cooper
HYDROGRAPHIC SURVEY
PROJECT INFORMATION

Reference
Number:

S1



SCALE: 1" = 500'



IF SHEET IS LESS THAN 11"x17"
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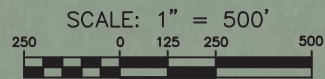
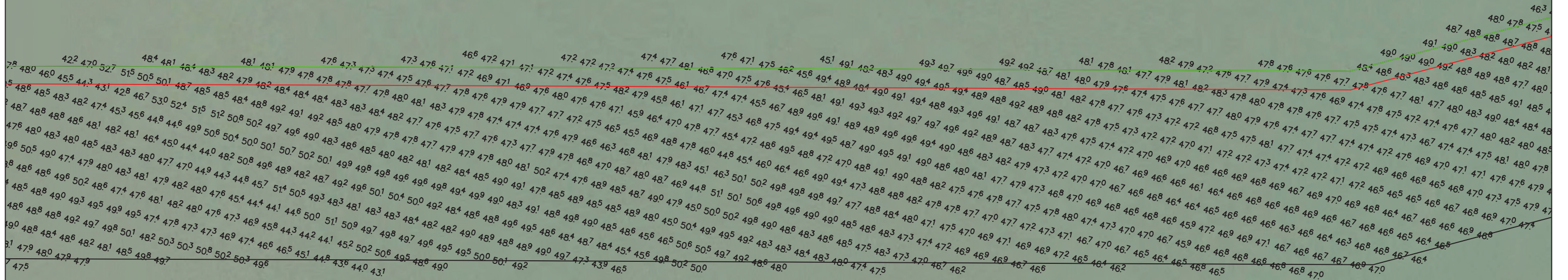
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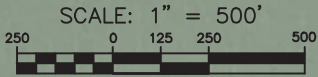
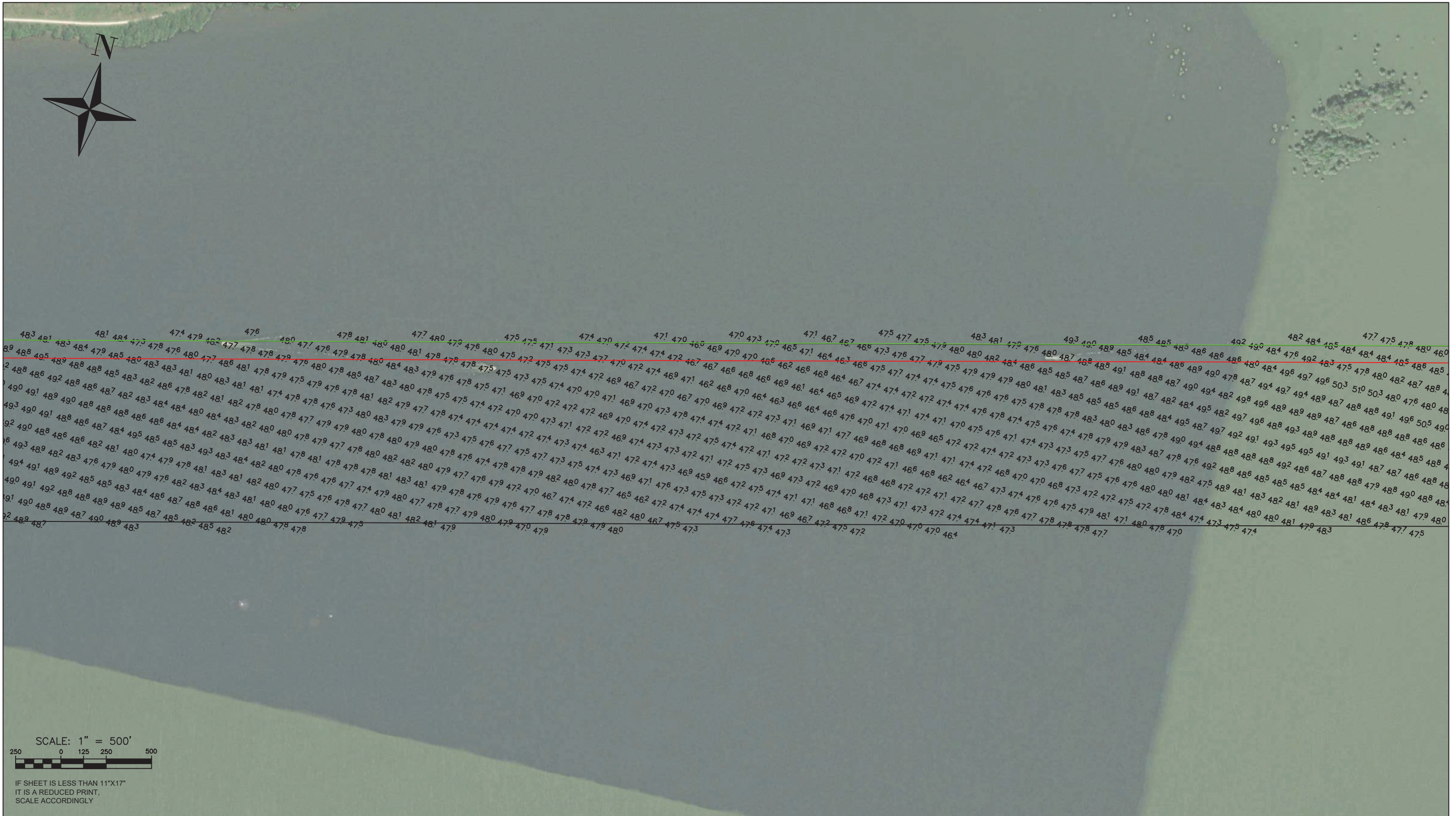
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SOUNDINGS

Reference
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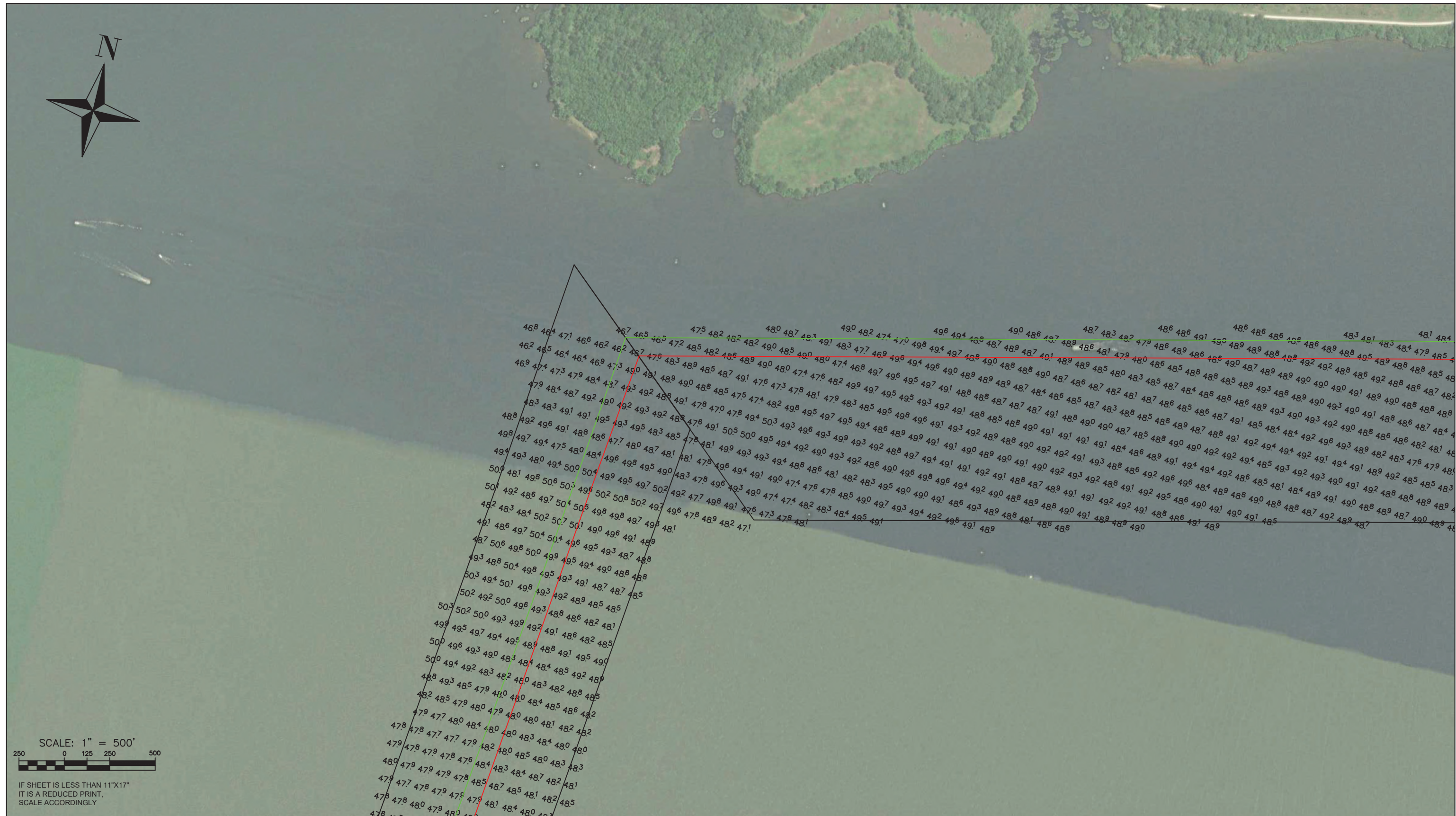
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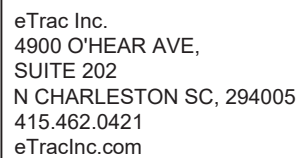
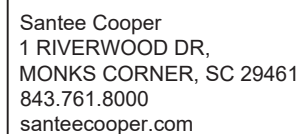
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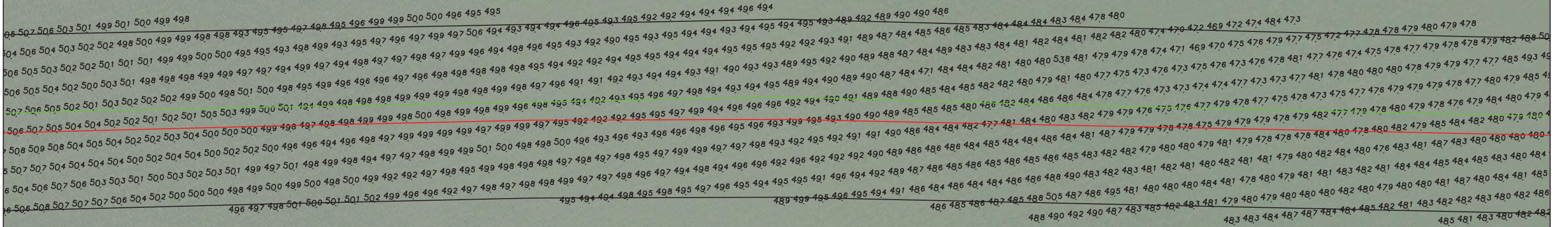


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SOUNDINGS

S5



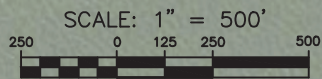
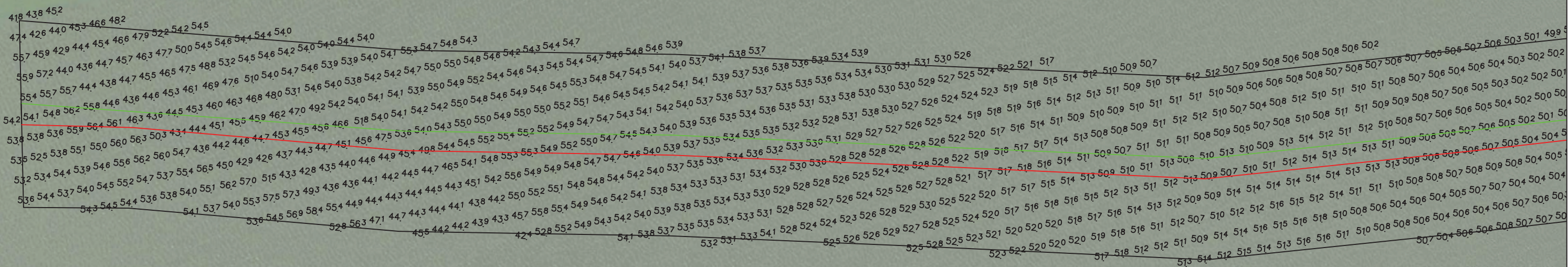
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SOUNDINGS

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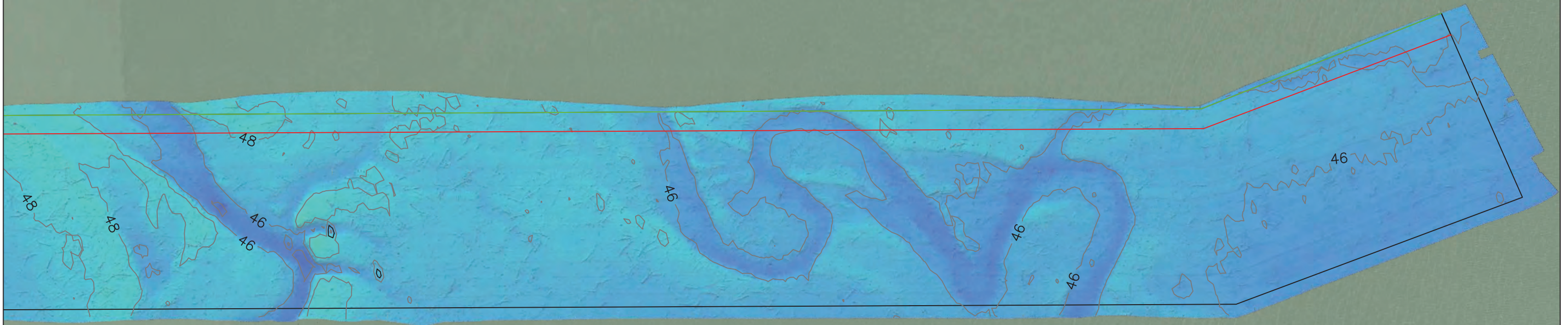
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY

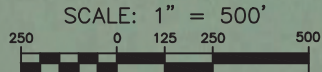
SOUNDINGS

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S7



COLOR BAR
(FT NGVD29)



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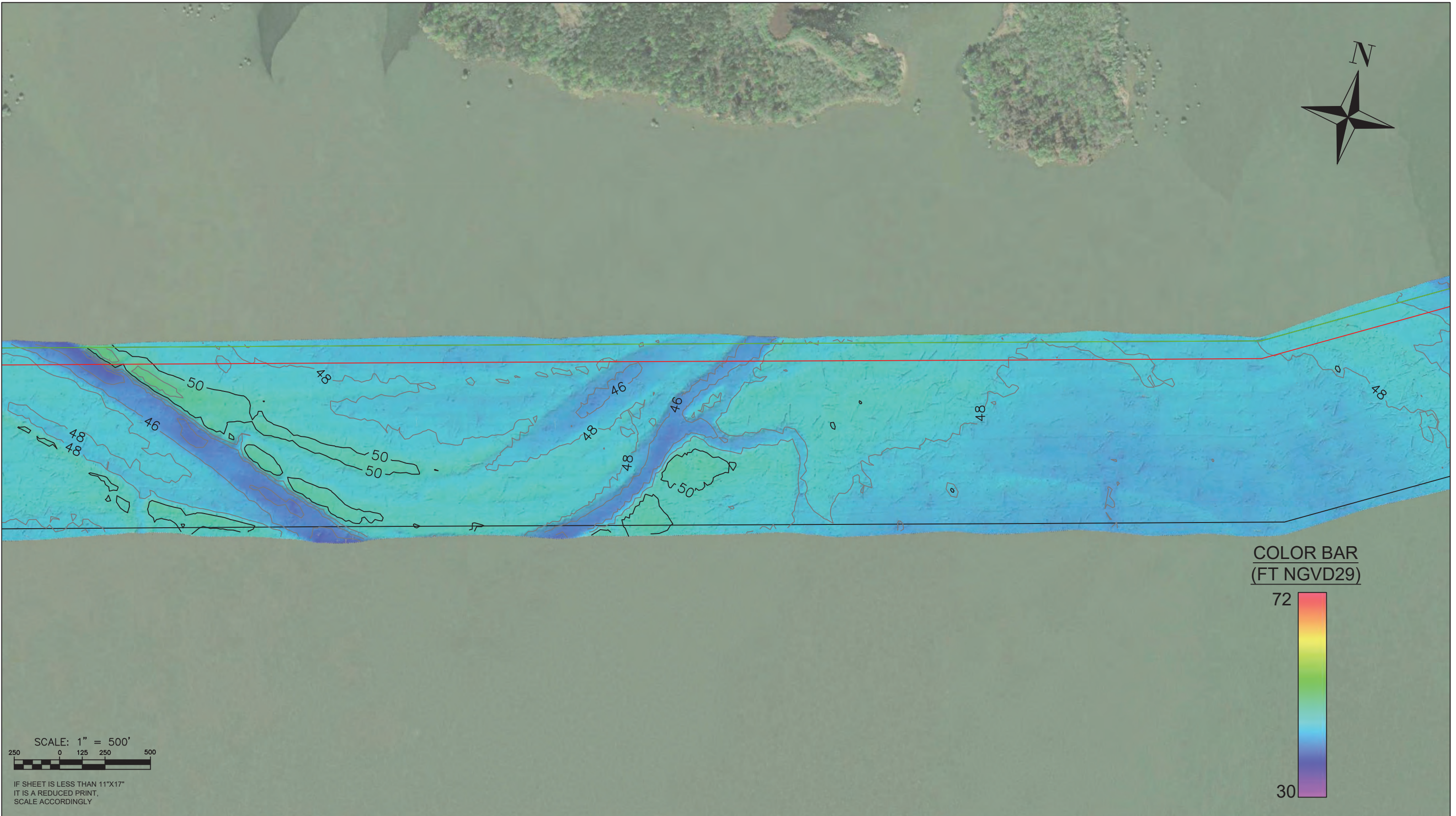


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eTracInc.com

SURVEY DATE: November 10-15, 2024	PLOT DATE: December 6, 2024
DESIGNED BY: GCC	CHECKED BY: RJK
REVISION #	
FILE NAME: SanteeCoop_2024_LakeMarion_StumpSurvey.dwg	

SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
COLORED DEM & CONTOURS

Reference
Number:
S8



SCALE: 1" = 500'

IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY



Santee Cooper
1 RIVERWOOD DR,
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843.761.8000
santeecooper.com

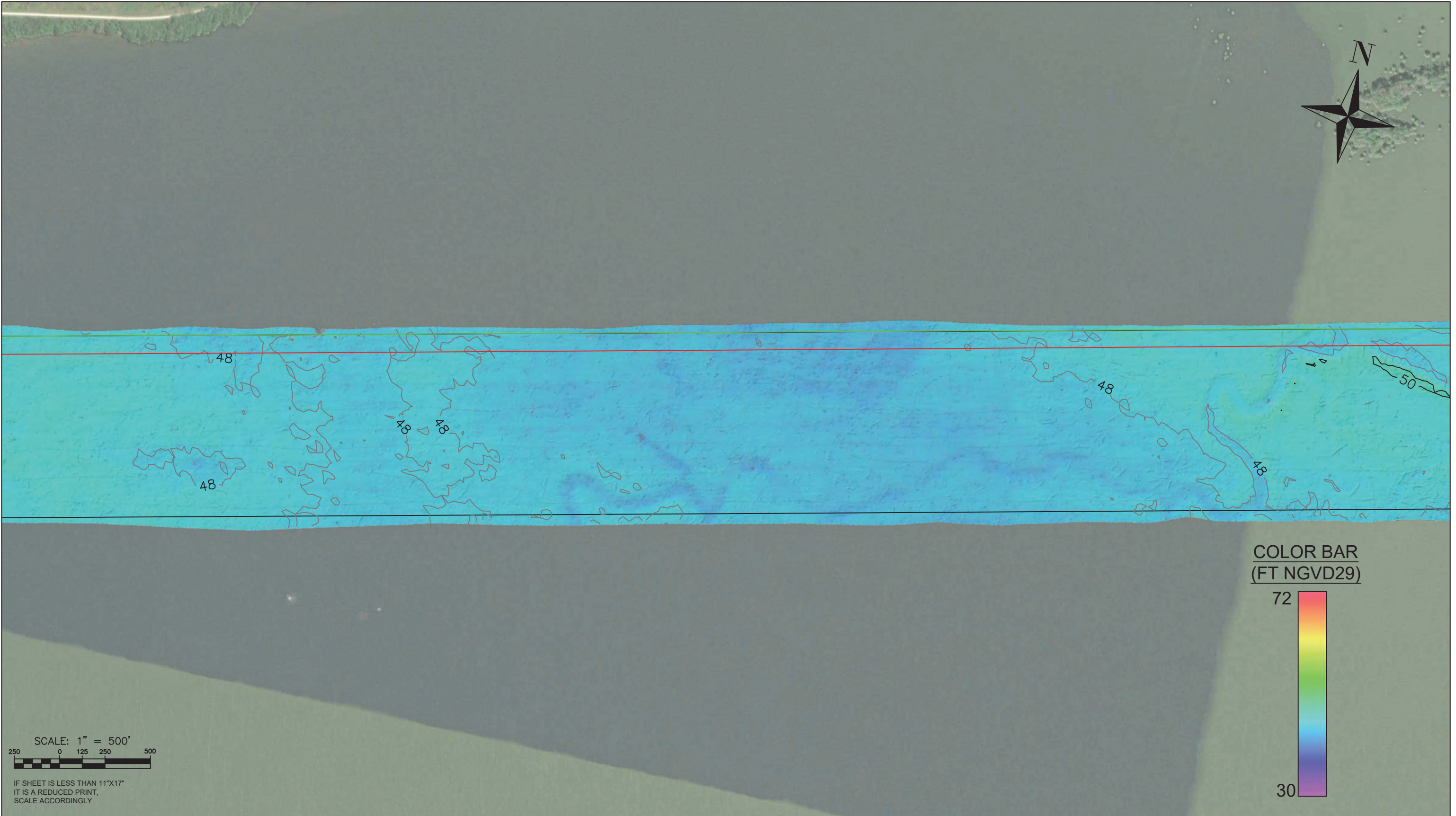


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N CHARLESTON SC, 294005
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
COLORED DEM & CONTOURS

Reference
Number:
S9



SCALE: 1" = 500'

IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

COLOR BAR
(FT NGVD29)



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santeecooper.com



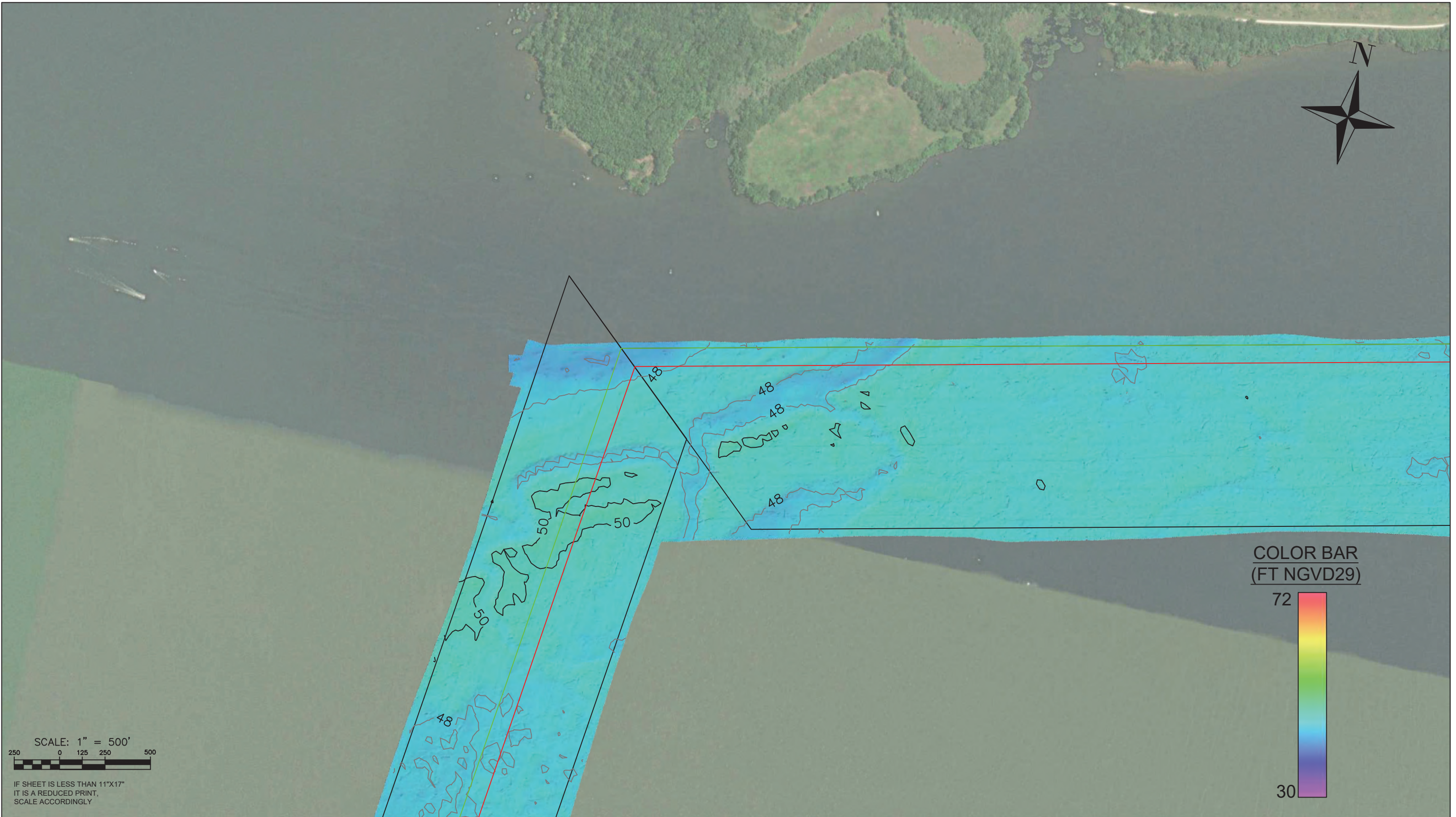
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
BATHYMETRY / STUMPS

Reference
Number:

S10



SCALE: 1" = 500'

IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

COLOR BAR
(FT NGVD29)

72



30



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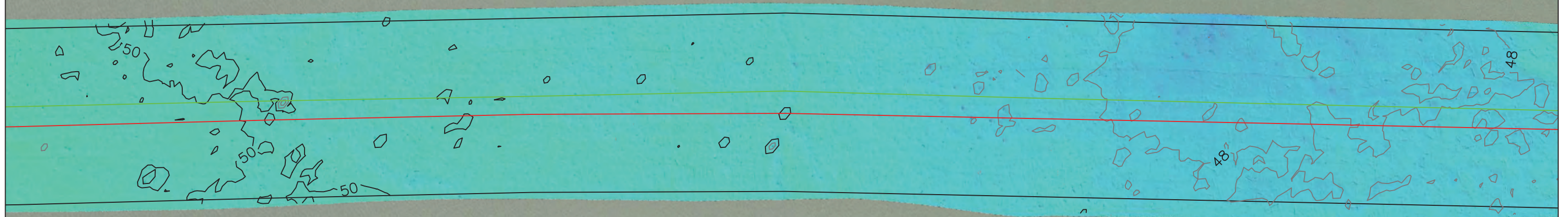
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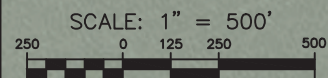
SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
COLORED DEM & CONTOURS

Reference
Number:

S11



COLOR BAR
(FT NGVD29)



IF SHEET IS LESS THAN 11"x17"
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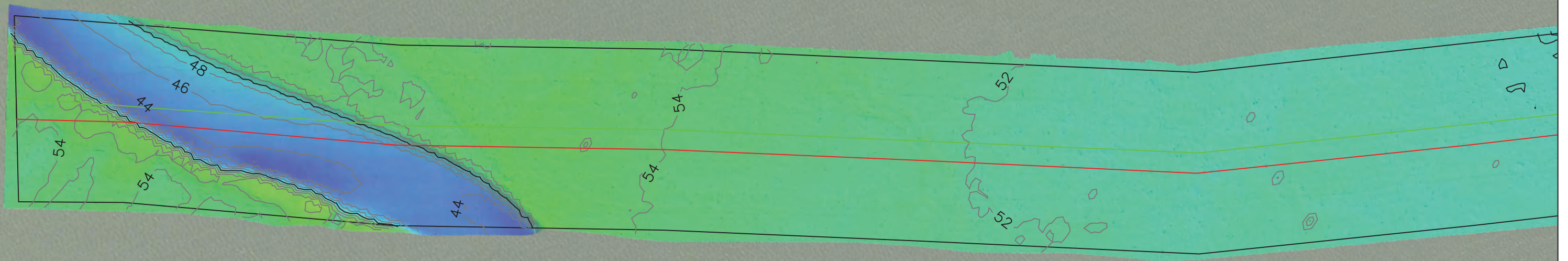
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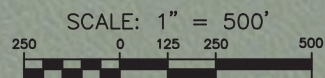
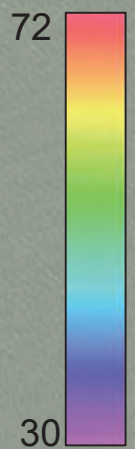
SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
COLORED DEM & CONTOURS

Reference
Number:

S12



COLOR BAR
(FT NGVD29)



IF SHEET IS LESS THAN 11"X17"
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SCALE ACCORDINGLY



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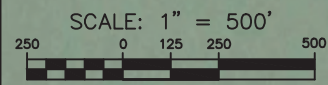
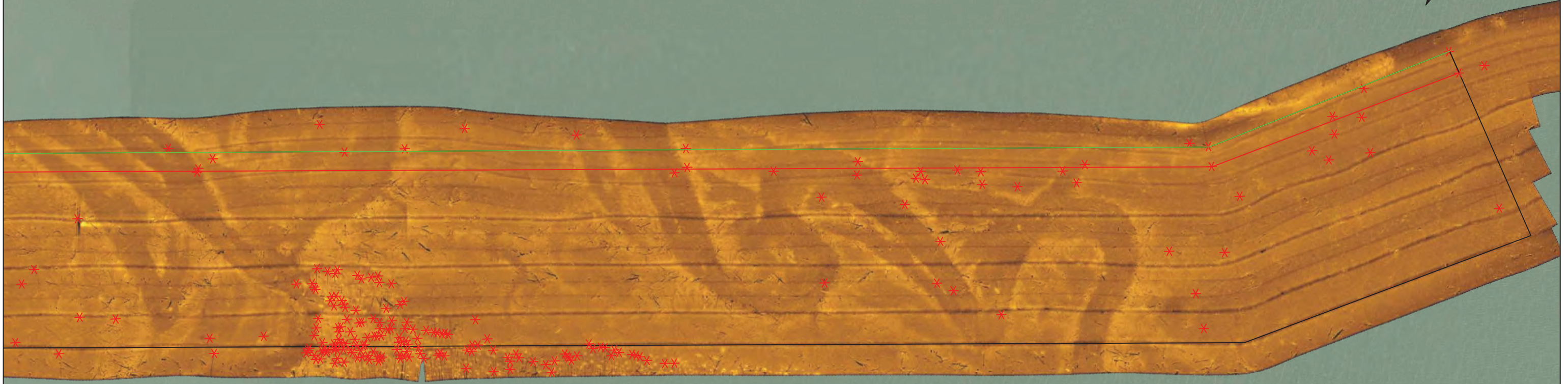
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
COLORED DEM & CONTOURS

Reference
Number:

S13



IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

LEGEND
* Indicates
Stump Position



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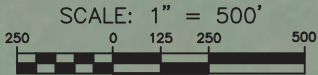


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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference
Number:
S14



IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

LEGEND

*** Indicates
Stump Position**



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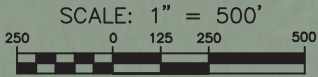
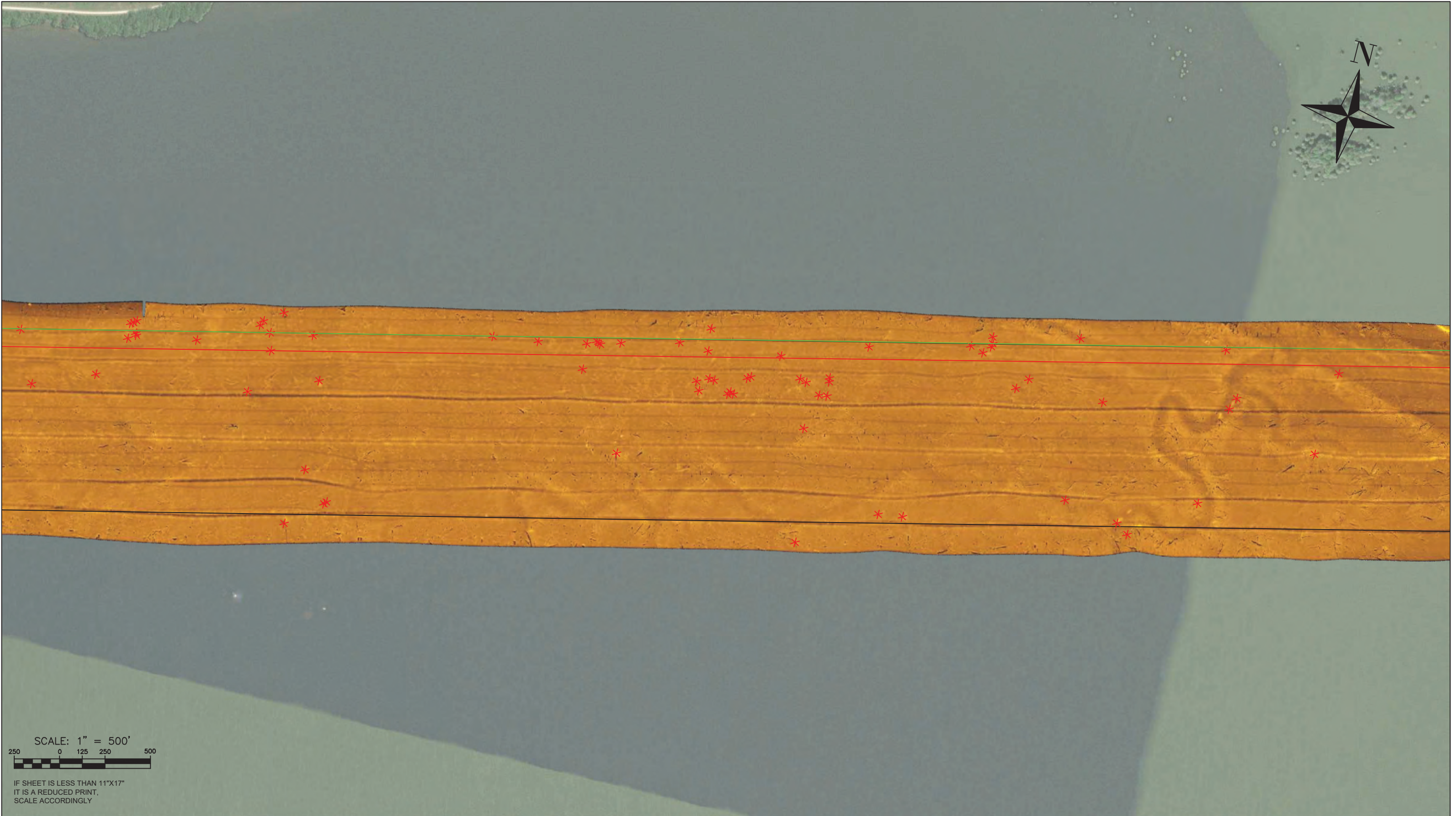


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SANTEE COOPER NAME LAKE MARION STUMP SURVEY HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference Number:
S15



IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

LEGEND

*** Indicates
Stump Position**



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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference
Number:
S16



LEGEND

* Indicates
Stump Position



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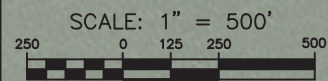
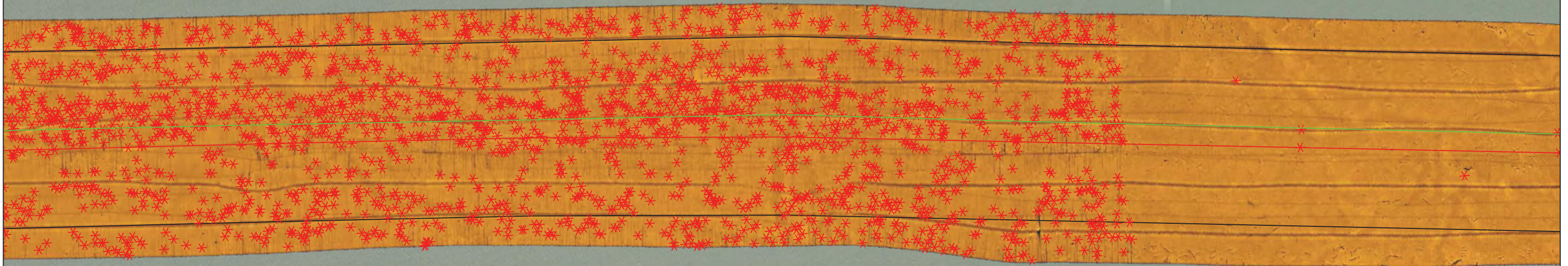
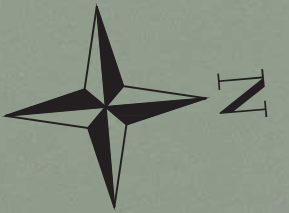
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference
Number:

S17



IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

LEGEND

* Indicates
Stump Position



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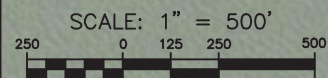
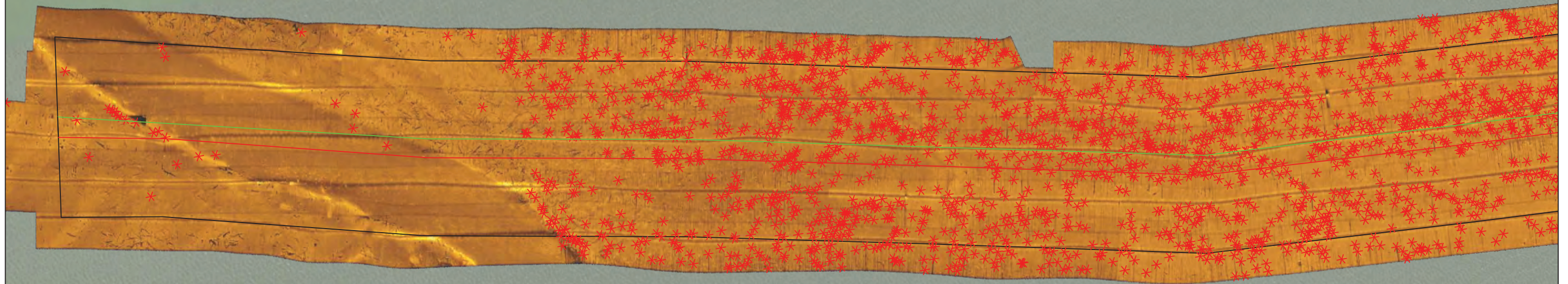
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SANTEE COOPER NAME
LAKE MARION STUMP SURVEY
HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference
Number:

S18



IF SHEET IS LESS THAN 11"x17"
IT IS A REDUCED PRINT,
SCALE ACCORDINGLY

LEGEND

* Indicates
Stump Position



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SANTEE COOPER NAME LAKE MARION STUMP SURVEY HYDROGRAPHIC SURVEY
SIDE SCAN MOSAIC / STUMPS

Reference
Number:

S19

Appendix B – SCPRT Grant Agreement

South Carolina Department of Parks, Recreation & Tourism

LEGISLATIVE/EARMARKED AWARD AGREEMENT

Grantee: South Carolina Public Service Authority (Santee Cooper)

Project Name: Stump Removal Lake Marion

Grant Period: April 18, 2024 – June 30, 2024

Grant Award: \$300,000.00

South Carolina Department of Parks, Recreation and Tourism (SCPRT) does commit and grant to the Grantee, the sum in dollars set forth in the terms and conditions below for the project identified in Section 2 below. The acceptance of the Agreement and the Application for Grant, which is incorporated herein by reference, creates a contract between SCPRT and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices and any other documents or conditions attached herein and incorporated herein by reference.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Grant Program application forms submitted by the Grantee to SCPRT.
- (c) SCPRT means the South Carolina Department of Parks, Recreation & Tourism.
- (d) Grant means the dollars committed by SCPRT to the Grantee for the project.
- (e) Grantee means the unit of government or organization designated for the Grant and set forth above.
- (f) Project means the project identified and described in the Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Initial funding for surveying and clearing of two (2) navigation channels in Lake Marion.

Section 3: AMENDMENTS: Any changes in the scope of work of the grant must be submitted in writing by the Grantee to SCPRT, and such request must clearly identify the need for the change or relief. Any adjustment granted by SCPRT shall be appended to this Agreement as an amendment.

Section 4: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the activities as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, SCPRT shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed as determined by the review of the final close report as provided for in Section 6 below.

Section 5: FUNDING OVERRUNS/UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of SCPRT or the State to provide funds for the cost overruns.

Section 6: REPORTING: The Grantee must submit to SCPRT an accounting of the expenditures of Grant funds by June 30th of each fiscal year until the project is complete. The Grantee must submit a final report within 90 days of completion of the project. The report must include a final accounting of all funds expended compared to the budget submitted with the application or amended grant; including a statement demonstrating success of the goal/goals to include the measures used to evaluate the success of the project as stated on the application. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the review. Upon request of SCPRT, the Grantee shall make available, and cause any non-profit involved to make available, for audit and inspection by SCPRT and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. All organizations classified as a not-for-profit/non-profit should submit a quarterly update on project status, including completed work and expenses, regardless of any progress changes.

Section 7: DISCRIMINATION: The Grantee shall not impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 8: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed Local, State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 9: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof,

for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

Section 10: MAINTENANCE OF RECORDS: The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by SCPRT of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 11: GRANT PERIOD: The Grantee must complete all activities associated with the Project within thirty-six (36) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended (see Section 6) and issuance by SCPRT of a notification in writing of the closure of the Grant. SCPRT may grant extensions to this completion period requirement at its discretion.

Section 12: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, SCPRT may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 13: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 14: TERMS AND CONDITIONS: SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

Section 15: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend SCPRT against any liability arising from the Project, the Grant Application or this Agreement and that SCPRT accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying SCPRT and the State up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 16: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 17: WAIVER OF CONFIDENTIALITY: Consistent with Executive Order No. 2022-19 which became effective July 1, 2022 ([Executive Order](#)), all information submitted to SCPRT relative to earmarked appropriations in the annual Appropriations Act shall be published on SCPRT.com and available for public review and inspection. By submitting the required documentation and signing the "Legislative/Earmarked Award Agreement" you hereby knowingly waive any right to confidentiality or non-disclosure in any and all materials related thereto.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.



04/18/2024
Date of Award

Duane N. Parrish
Director
SC Department of Parks, Recreation & Tourism

ACCEPTANCE FOR THE GRANTEE



James Will
Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

April 23, 2024
Date

Pamela J. Williams
Print Name of Authorized Official

Chief Public Affairs Officer
Title + General Counsel

WITNESS:

Sh. O. Wigfall
Signature of Witness

April 23, 2024
Date

Shavonne O. Wigfall
Print Name of Witness