

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, FEBRUARY 08, 2022

6:00 PM

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

February 08, 2022 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Overture Walker,
Richland County Council Chair

a. Roll Call

2. **INVOCATION**

The Honorable Gretchen Barron

3. **PLEDGE OF ALLEGIANCE**

The Honorable Gretchen Barron

4. **APPROVAL OF MINUTES**

The Honorable Overture Walker

a. Special Called Meeting: January 18, 2022 [PAGES 8-10]

5. **ADOPTION OF AGENDA**

The Honorable Overture Walker

6. **PRESENTATION OF PROCLAMATION**

a. A Proclamation Recognizing Judge Mildred Weathers
McDuffie

7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION
ITEMS**

Patrick Wright,
County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.

8. **CITIZEN'S INPUT**

The Honorable Overture Walker

a. For Items on the Agenda Not Requiring a Public Hearing

9. **CITIZEN'S INPUT**

The Honorable Overture Walker

a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. 21-037MA
Deborah Stratton
NC to RM-HD (2 Acres & 2.16 Acres)
2241 & 2133 Clemson Road
TMS # R20281-01-24 & R20281-01-27 [SECOND READING]
[PAGES 11-12]
- b. 21-040MA
Dr. Alexis Collins
RU to GC (1.4 Acres)
1774 Dutch Fork Road
TMS # R02505-02-05 [SECOND READING] [PAGES 13-14]
- c. Division of Solid Waste & Recycling - RC Code of Ordinances,
Chapter 12 Re-Write [PAGES 15-103]
- d. Richland County Conservation Commission - Cabin Branch
Property Purchase [PAGES 104-143]
- e. RCSD Crisis Intervention Team Grant [PAGES 144-146]
- f. Department of Public Works – Stormwater Management
– Street Sweeper Procurement [PAGES 147-154]
- g. Township Auditorium Theatrical Rigging Installation Project
[PAGES 155-158]
- h. Vehicle Leasing Negotiations [PAGES 159-172]
- i. Department of Public Works - Solid Waste & Recycling
Division - Area 1 Collections Agreement Amendment [PAGES
173-214]
- j. Department of Public Works - Solid Waste & Recycling
Division - Area 3 Collections Agreement Amendment [PAGES
215-250]
- k. Department of Public Works - Solid Waste & Recycling
Division - Area 6 Collections Agreement Amendment [PAGES
251-286]

14. THIRD READING ITEMS

- a. An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended [**PAGES 287-289**]

15. SECOND READING

- a. Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto [**PAGES 290-308**]

16. OTHER ITEMS

- a. FY22 - District 8 Hospitality Tax Allocations: [**PAGES 309-312**]

- 1. Columbia Music Festival Association - \$2,500
- 2. SERCO 2022 Juneteenth Celebration - \$2,000
- 3. Cola Jazz Foundation - Jazzfest - \$2,500

- b. FY22 - District 7 Hospitality Tax Allocations: [**PAGES 313-314**]

- 1. Juneteenth Freedom Festival 2022 - \$20,000
- 2. SERCO Juneteenth Festival 2022 - \$4,000
- 3. Cakie Scholarship Banquet - \$2,000
- 4. HUSH NO MORE Run Walk - \$5,000
- 5. 2022 SC Re-Entry Conference - \$3,500
- 6. Midlands Heart Walk - \$7,000

- c. FY22 - District 4 Hospitality Tax Allocations: [**PAGES 315-316**]

- 1. Columbia Museum of Art - \$5,000
- 2. Auntie Karen Foundation - \$5,000
- 3. SC Juneteenth Freedom Festival - \$5,000
- 4. South East Rural Community Outreach (SERCO) - \$4,000

- d. Contraband Detection Equipment for Alvin S. Glenn Detention Center [**PAGES 317-335**]

17. EXECUTIVE SESSION

Patrick Wright,
County Attorney

18. MOTION PERIOD

19. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
Special Called Meeting
MINUTES
January 18, 2022
2020 Hampton Street, Columbia, SC 29202

COUNCIL MEMBERS PRESENT: Overture Walker, Chair, Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker, Gretchen Barron, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Randy Pruitt, Stacey Hamm, Judy Carter, Dwight Hanna, Dale Welch, Geo Price, Leonardo Brown, Tamar Black, Lori Thomas, Patrick Wright, Shane Kitchen, Justin Landy, Aric Jensen, Christine Keefer, Betty Etheredge, Steven Gaither and Paul Harris

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM.

Ms. Barron moved, seconded by Ms. McBride, to amend the agenda to move “Approval of the Minutes” to Item #3.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

2. **ADOPTION OF AGENDA** –Ms. McBride moved, seconded by Ms. English, to adopt the agenda as amended.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

3. **APPROVAL OF MINUTES:**

- a. Special Called Meeting: December 14, 2022 – Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as distributed.

Ms. Newton noted there were some scrivener’s errors in the minutes, which she discussed with the Clerk of Council prior to the meeting.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

**Special Called
January 18, 2022**

- b. Zoning Public Hearing: December 16, 2022 – Ms. McBride moved, seconded by Ms. English, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- c. Special Called Meeting: December 16, 2022 – Mr. Pugh moved, seconded by Ms. Barron, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- d. Regular Session: January 4, 2022 – Mr. Livingston moved, seconded by Ms. McBride, to approve the minutes as distributed.

Ms. Newton noted her vote was incorrectly recorded for Item #9 “Review of ‘An Emergency Ordinance extending previous emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant’”.

Mr. Malinowski noted he requested statistical information, which he has not received.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

OPEN/CLOSE PUBLIC HEARINGS

4.

- a. An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended

Mr. Malinowski moved, seconded by Ms. Newton, to suspend Council Rules and allow everyone to speak that have signed up.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

The following individuals spoke:

1. Whit Smoak, 725 Walter Lane, Columbia SC 29209
2. Michele Huggins, 1111 Kilburn, Columbia SC 29205

**Special Called
January 18, 2022**

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3. Whitney Denton, 1315 Hibiscus Street 29205
 4. Johnathan Kirkwood, 2062 Watermark Place, Columbia SC 29210
 5. John McLean, 1703 Oak Grove Court, Columbia SC 29209
 6. Viola Hendley, 104 Alabama Street, Columbia, SC 29201
 7. Ms. Yolanda addressed the Council via a comment card which was read into the record.
 8. Iocia Kelley addressed the Council via email which was read into the record.
 9. Sherry Jaco addressed the Council via email which was read into the record.
5. **ADJOURNMENT** – Ms. Baron moved, seconded by Mr. Pugh to adjourn the meeting.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 6:27 PM.

**Special Called
January 18, 2022**

-3-

Richland County Council Request for Action

Subject:

21-037MA
Deborah Stratton
NC to RM-HD (2 Acres & 2.16 Acres)
2241 & 2133 Clemson Road
TMS # R20281-01-24 & R20281-01-27

Notes:

First Reading: December 16, 2021
Second Reading:
Third Reading:
Public Hearing: December 16, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R20281-01-24 AND R20281-01-27 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # R20281-01-24 and R20281-01-27 from Neighborhood Commercial District (NC) to Residential Multi-Family High Density (RM-HD).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: December 16, 2021
First Reading: December 16, 2021
Second Reading: February 8, 2022
Third Reading: February 15, 2022

Richland County Council Request for Action

Subject:

21-040MA
Dr. Alexis Collins
RU to GC (1.4 Acres)
1774 Dutch Fork Road
TMS # R02505-02-05

Notes:

First Reading: December 16, 2021
Second Reading:
Third Reading:
Public Hearing: December 16, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02505-02-05 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02505-02-05 from Rural District (RU) to General Commercial District (GC).

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: December 16, 2021
First Reading: December 16, 2021
Second Reading: February 8, 2022
Third Reading: February 15, 2022

Richland County Council Request for Action

Subject:

Division of Solid Waste & Recycling - RC Code of Ordinances, Chapter 12 Re-Write

Notes:

December 16, 2021 – The D&S Committee recommended Council approve the Richland County Code of Ordinances, Chapter 12 “Solid Waste, Recycling and Public Sanitation” Re-write.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Chris Eversmann, PE		Title:	Deputy Director
Department:	Public Works	Division:	Solid Waste & Recycling	
Date Prepared:	October 27, 2021	Meeting Date:	November 18, 2021	
Legal Review	Elizabeth McLean via email		Date:	November 09, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	November 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Development & Services			
Subject:	Richland County Code of Ordinances, Chapter 12			

STAFF’S RECOMMENDED ACTION:

Staff recommends the approval of the re-write of the Richland County Code of Ordinances, Chapter 12, renamed “Solid Waste, Recycling, and Public Sanitation.”

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This re-write of Chapter 12 of the Richland County Code of Ordinances will generally be revenue / cost neutral in the short term (six-months to one-year). However, it may have positive fiscal impacts in the mid-to-long term (two-years and beyond):

- Place realistic limits on yard waste, bulk items, and white good collected at curbside;
- Define Municipal Solid Waste (MSW) Management program elements and their revenue source;

These improvements will help contain costs of future County MSWM Program as well as ensure that millage and fees are appropriately set.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This proposed ordinance is consistent with provisions of the South Carolina Solid Waste Policy and Management Act of 1991.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This Ordinance is completely restructured and rewritten in an effort to:

- Address / define current County Solid Waste Management (MSWM) Programs;
- Update terminology;
- Reflect / codify best practices;
- Address / define the Solid Waste Fund and revenue sources;
- Eliminate unnecessary redundancy with other Ordinance Chapters;
- Establish and document procedures for the annual calculation of uniform fee for the Residential / Small Business Curbside Collection Program;
- Encourage the best practice for yard waste to be bagged, boxed, or bundled;
- Provide a comprehensive, updated Definitions Section;
- Add a description of the County’s Recycling Program;
- Maintain the 1.8 multiplier factor between standard and enhanced curbside collection program levels of service.

The re-written Ordinance is contained in Attachment ‘A’ to this briefing. A Summary of Changes chart is included in Attachment ‘B’, and the current ordinance is included in Attachment ‘C’ to this briefing.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Some minor edits and corrections from the original submission in July have also been made:

- Bagging, bundling, and boxing of yard waste is encouraged (not required);
- Added a statement prohibiting the placement of yard waste piles within the traveled way of the road;
- Added hyphens to “Drop-Off Center”;
- Changed 90-gallon roll cart references to 96-gallon;
- Corrected enhanced service multiplier on the calculation form (Attachment B) from 2.0 to 1.8 (as is stated in the body of the ordinance);
- Added a note on the calculation form that clarified that “Bid price” is the original bid price as adjusted annually by the CPI.

ATTACHMENTS:

1. Draft ordinance with attachments
2. Summary of changes
3. Current ordinance

CHAPTER 12: SOLID WASTE, RECYCLING, AND PUBLIC SANITATION

ARTICLE I. ADMINISTRATION

Sec. 12-1. In General.

Richland County shall manage the solid waste stream on behalf of its citizens in order to preserve and protect public health and welfare and to promote a suitable quality of life for residents and visitors. It shall perform these missions with appropriate staff, equipment, programs, and facilities and in accordance with applicable Federal and State Laws and Regulations. The task of solid waste management shall be discharged by the Director of Public Works.

Sec. 12-2. Definitions.

Any definitions contained herein shall apply unless specifically stated otherwise. In addition to the definitions contained in this chapter, the articles of this chapter shall adopt by reference the definition of terms (to the extent they are not inconsistent with definitions specifically contained herein) defined in the South Carolina Solid Waste Policy and Management Act of 1991, South Carolina Code Section 44-96-10, *et seq.* and in any regulations promulgated pursuant thereto. Any term not specifically defined will be construed pursuant to its plain and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

-A-

Agricultural operation: Raising, harvesting, or storing crops or feed, breeding or managing livestock, including the preparation of the products raised thereon for human use and disposed of by marketing or other means. It includes, but is not limited to, agriculture, grazing, horticulture, forestry, and dairy farming.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single parcel that contains a total of six (6) or more dwelling units regardless of ownership of the dwelling units.

-B-

Bulk Waste ("Bulk Items"): Large appliances, air conditioners, furniture, mattresses, box springs, yard furniture, large toys, grills, push mowers, bicycles, and playground equipment. The following items are not considered bulk waste: Gym / exercise equipment, pianos, organs, pool tables, electronics, riding mowers, automotive equipment, fencing, decks, swimming pools (any size except small form plastic pools), animal shelters, demolition debris, building debris and any other item of such weight that two adults cannot easily lift.

Bulk Waste Container (a.k.a. – “Roll Off container”): A manufactured container suitable for emptying by mechanical equipment.

-C-

Class Three Waste: Non-hazardous commercial and industrial wastes that are permitted by SCDHEC to be disposed of in a Class Three landfill. See also: Municipal Solid Waste (MSW) and Garbage.

Class Two Waste: The waste streams listed in Appendix I, Acceptable Waste For Class Two Landfills, of SC Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The list will be posted at each County disposal facility. See also: Construction and Demolition (C&D) Waste.

Code: The Richland County, South Carolina Code of Ordinances.

Collection Area: A quasi-official subdivided area of the County for the purpose of solid waste management program administration.

Commercial Establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature. See also: Apartment.

Commercial Waste: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Construction and Demolition (C&D) debris: Any discarded solid wastes resulting from construction, remodeling, repair, and demolition of structures, and road construction. The wastes include, but are not limited to, bricks, concrete, other masonry materials, lumber, road spoils, and paving materials, but do not include solid waste from agricultural operations or Garbage.

Contaminant / Contamination: Generally applied in the context of recycling. Items, to include plastic bags, garbage, or items not approved for the County’s Recycling Program, intermingled with items intended for pickup. The presence of this contamination may preclude pickup, causing an interruption of efficient collection operations. See also: “Non-compliant Pile / Roll Cart”, “Mixed Pile”, and “Mixed Waste.”

County: Richland County, South Carolina.

County Administrator: The Richland County Administrator.

County Council: The governing body of Richland County, South Carolina.

Curbside: The area within the right-of-way or easement immediately adjacent to a public road, highway, street, etc. For purposes of this ordinance chapter, curbside will be considered as the area within six (6) feet of the edge of the public road, highway, street, etc., unless deemed otherwise by the Director. Curbside shall not extend past the road right-of-way or easement except in those cases where the road right-of-way or easement ends at the edge of the traveled way of the road.

Curbside Collector: (a.k.a. – Collections Contractor) The person that has entered into a contract with the County to provide specified solid waste curbside collection services. The solid wastes eligible for curbside service from dwelling units and small businesses are: garbage, household waste, yard waste, recyclables, bulk items, and white goods as defined herein.

-D-

Debris: Includes, but is not limited to, miscellaneous equipment, yard toys, furniture, packaging items, shipping containers, waste tires, construction and demolition (C&D) waste, bricks, blocks, concrete, asphalt, metals, lumber, trees, tree limbs, tree stumps, brush or parts thereof, or stumps, and/or building materials or solid waste of any description that are deemed by the Director or designee to be a nuisance, potentially deleterious to public health, public sanitation and/or public safety.

Department: The Richland County Department of Public Works.

DHEC: The South Carolina Department of Health and Environmental Control.

Director: The Richland County Director of Public Works.

Disposal: The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, whether intentional or unintentional, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Disposal Facility: All contiguous land, structures, other appurtenances and improvements on the land used for treating, storing, or disposing of solid waste pursuant to a solid waste disposal permit issued by DHEC. A facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Domicile: A residential dwelling to include single and multi-family configurations.

Dumpster: A type of movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot. The word is a generic trademark of Dumpster, an American brand name for a specific design.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking, and eating and from which the County would collect solid waste; excludes commercial, industrial and manufacturing establishments.

-G-

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

-H-

Hazardous waste: Those wastes that are defined as hazardous in Section 44-56-20 of the South Carolina Hazardous Waste Management Act.

Household: One or more people who occupy a dwelling unit as their usual place of residence.

Household Hazardous Waste: Any commonly used household hazardous material that is not regulated as hazardous waste when disposed of. This includes, but is not limited to, insecticides, pesticides, petroleum-based paints, lubricants, fertilizers, cleaning agents and polishing compounds. For purposes of this definition, household hazardous waste does not include gasoline or motor oil.

Household Quantities: Quantities of solid waste reasonably generated in the course of typical daily domestic activities from a dwelling unit. Household quantities typically would fit into the assigned roll cart.

-I-

Illegal Dump: A solid waste or debris pile of any size that was placed in an unauthorized location for an unauthorized purpose.

Illegal Pile: A non-compliant pile of solid waste that has not been made compliant for collection over a 15-day period of time and is, therefore, in violation of this ordinance and subject to enforcement action.

Industrial waste: Solid waste generated from industrial or manufacturing processes including, but not limited to, factories and treatment plants.

Intergovernmental Agreement (IGA): An agreement for services between the County and another governmental entity (often contained herein) whether Federal, State, or local and any department, division, unit or subdivision thereof.

-L-

Legal residence: A residential dwelling unit that is occupied by the owner of the dwelling unit, thus designated their legal residence by the county Tax Assessor. Owners may designate only one legal residence in the state.

Litter: Waste products that have been discarded, intentionally or unintentionally, without consent, at an unsuitable location. Includes items blown or thrown from a vehicle or property.

-M-

Materials Recovery Facility (MRF): A specialized facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Mixed Pile: A solid waste pile, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which intermingles incompatible waste types and, therefore, cannot be efficiently collected for transportation and disposal. See also "Non-compliant Pile."

Mixed Waste: The intermingling of incompatible waste types (such as yard waste and garbage).

Municipal Solid Waste (MSW): Everyday items that are used and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. See also "Garbage."

Municipal Solid Waste Management (MSWM): A broad term that describes various policies, procedures, programs, and services that are directly or indirectly related to the safe and efficient management of the Solid Waste Stream on behalf of a Community.

-N-

Non-compliant Pile / Roll Cart: A solid waste pile or Roll Cart, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which does not comply with applicable standards contained herein.

-R-

Recovered Material: Those solid wastes which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream.

Recyclable Material (Recyclables): Those wastes which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. For purposes of this ordinance chapter, only those recyclables specifically listed by the county will be collected for recycling.

Residential / Small Business Curbside Collection Program: An MSWM Program, administered by the County, by which various types of solid waste (garbage, yard waste, recycling, bulk items, and white goods) are picked up by Curbside Collection contractors from single family residences and some small businesses for transportation to an appropriate disposal facility.

Residential Property: Property which contains residential dwelling units other than those defined in this section as apartments.

Roll Cart: A container, mounted on wheels, which is issued to citizens by the County for the storage of garbage or recyclables between pick up by Collection Contractors.

Roll Cart Fee: An individual fee charged for the delivery of a roll cart (garbage or recycling) for a new, or newly re-activated, service in the Residential / Small Business Curbside Collection Program. The fee is for the delivery, handling, and management of the Roll Cart; not for its purchase.

-S-

Sanitary landfill: The method of disposing of solid waste in an SCDHEC Permitted Disposal Facility by the placement of an earth cover thereon which meets the regulations promulgated by that Agency.

Scavenging: Rummaging through, taking or gathering items from County owned or privately owned solid waste management facilities or solid waste containers, including, but not limited to, bags, roll carts, bins, or roll-offs, or dumpsters of solid waste (which also includes recyclables).

Small Business: Any business entity registered with the South Carolina Secretary of State that produces no more garbage and household type waste during any county-defined solid waste collection cycle than will fill two (2) 90-gallon roll carts and has only one location inside the County. A small business becomes an “eligible small business” when a request for curbside collection service has been made and the initial Solid Waste Service Initiation Fee and Roll Cart Fee have both been paid.

Solid Waste: Garbage, household waste, debris, commercial waste, industrial waste, yard waste, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Solid Waste Service Fee (a.k.a. – Residential / Small Business Curbside Collection Program Fee): The annual charge established by County Council for all single family households and eligible small businesses to fund the Residential / Small Business Curbside Collection Program in the Unincorporated Area of the County.

Solid Waste Service Initiation Fee: The initial curbside collection service fee established by County Council for new households or small businesses or to re-establish service for existing single family households and small businesses where service was discontinued and Roll Carts have been removed in the Unincorporated Area of the County. Computed on a *per diem, pro rata* basis and payable before service is commenced.

Solid Waste Stream: The entire life cycle flow of the garbage produced – from putting out the garbage and recycling for pickup to landfilling, energy production, and the reuse of recycled materials.

Special Waste: Items of solid waste permitted in the solid waste stream for disposal, but not collected as part of the Residential / Small Business Curbside Collection Program such as carpet or C&D Debris.

-V-

Vehicle: Any device capable of being moved upon a public highway or road and in, upon or by which any person or property is or may be transported or drawn upon a public highway or road.

-W-

White Goods: Large appliances, usually electrical or natural gas powered, that are used domestically such as refrigerators and washing machines (often white in color).

-Y-

Yard waste: Any and all accumulations of grass, leaves, pine straw, small trees, branches, limbs, brush, shrubs, vines and other similar items generated by the typical maintenance of lawns, shrubs, gardens, and trees from residential properties or eligible small business properties. Includes branches, sticks, and limbs less than four (4) inches in diameter and less than four (4) feet in length.

Sec. 12-3. Enforcement.

- (a) Appointed Solid Waste & Recycling Code Enforcement Officers (hereinafter “Refuse Control Officers”) shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate

article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.

- (b) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.
- (c) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.
- (d) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming / removal, and transporting of any solid waste in Richland County.
- (e) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.

Sec. 12-4. Penalties.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation constitutes a separate and distinct offense, unless otherwise specified.

Sec. 12-5. Applicability.

Provisions of this Ordinance shall apply to all Unincorporated areas within the County as well as Municipalities that subscribe to County Solid Waste Management Programs through Intergovernmental Agreement (IGA).

Sec. 12-6. Reserved for Future Use.

Sec. 12-7. Reserved for Future Use.

ARTICLE II. FINANCE

Sec. 12-8. In General.

Richland County shall assess such taxes and fees necessary to manage, administer, and enforce in an equitable and effective manner, a Municipal Solid Waste Management (MSWM) Program as described herein.

Sec. 12-9. Solid Waste Fund.

Richland County shall maintain a Solid Waste Fund for the purpose of paying for a Municipal Solid Waste Management (MSWM) Program, and associated support activities. The Fund shall be maintained through the collection of various fees, taxes, and other revenues such as grants. A fund balance equal to half of the average annual operating costs of the Solid Waste & Recycling Division over the past three-year period shall be the financial goal. Bond revenue for solid waste related capital projects shall be otherwise accounted for and not considered as part of the Solid Waste Fund. Current and future Host County Fee payments for the siting of solid waste facilities within the County shall be directed to the Solid Waste Fund.

Sec. 12-10. Millage.

Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- Countywide-generated residential Municipal Solid Waste (MSW) disposal in a Class Three Landfill
- Administration of a Countywide Solid Waste Management Program
- Countywide-generated residential disposal of C&D Debris and Yardwaste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal / pruning / trimming)
- Operation of County Drop-Off and Recycling Centers
- Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

A schedule of solid waste related fees charged by Richland County is contained in Attachment 'A' to this Chapter. These fees shall be reviewed and established on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of:

- The Residential / Small Business Curbside Collection Program

Disposal of C&D Debris and Yardwaste in a County Operated Landfill (generated by non-residential customers – businesses and governmental entities)
Processing of other specialized recycling material such as Electronic Waste, Tires, or Mattresses

The fee for the Residential / Small Business Curbside Collection Program shall appear on County Real Property Tax Notices. All other fees will be collected or invoiced at the point of sale.

Sec. 12-12. Grants.

The Director of Public Works shall participate in applicable grant programs, either recurring or individual, administered by SCDHEC, or other entities, for the purpose of mitigating local costs and projects associated with MSW Management and solid waste reduction and recycling on behalf of Richland County.

Sec. 12-13. Partial Year Assessments for the Residential / Small Business Curbside Collection Program.

- (a) All new service Residential / Small Business Curbside Collection Program customers (new residence or newly activated service) shall be charged a Partial Year Fee for the initial, partial year of curbside collection service received at the designated service level.
- (b) Partial year service fees for new residences shall be computed on a *pro rata* basis and paid along with the Roll Cart Fee following the issuance of the Certificate of Occupancy (CO).
- (c) Thereafter, annual fees will be charged on the Real Property Tax Notice. It shall be the duty of the Auditor to include the assessment with the annual property tax notices.

Sec. 12-14. Annual schedule of fees and assessments.

The Director of Public Works shall, on an annual basis and concurrent with the Budget Process, review and update a Master Schedule of all solid waste fees for the purpose of ensuring adequate revenue for associated, fee-based solid waste management programs established herein. This schedule shall be reviewed and approved by County Council annually.

Sec. 12-15. Determination of assessments; inclusion in tax notice.

- (a) The Director of Public Works shall maintain and reconcile, on at least an annual basis, a complete list of all Residential / Small Business Curbside Collection Program customers and their designated program level of service. This list shall serve as the basis for monthly contractor payment and annual tax notice issuance by the Auditor. The levels of service and their associated multipliers follow:

- Standard (S) curbside placement / collection of MSW and Recycling (1.0 multiplier);
- Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
- Disability – Backyard (DB) placement / collection of MSW and Recycling (1.0 multiplier).

(b) These levels of service and their associated multipliers of the uniform fee shall be applied by the Auditor to Annual Real Property Tax Notices.

Sec. 12-16. Reserved for Future Use.

Sec. 12-17. Reserved for Future Use.

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ARTICLE III. RESIDENTIAL / SMALL BUSINESS CURBSIDE COLLECTION PROGRAM

Sec. 12-18. In General.

The County shall provide a program of regular collection of Municipal Solid Waste (MSW) from single family residences as well as from eligible small businesses and local entities such as churches and neighborhood facilities within the unincorporated County. This service may be extended to like customers within small municipalities based on Intergovernmental Agreement (IGA) and assessment of program fees. No solid waste of any kind, or roll cart, shall be placed in or near a stormwater drainage course so as to impede the flow thereof. All Roll Carts, piles, and bulk items placed at curbside with the intention of pickup as part of the Residential / Small Business Curbside Collection Program are subject to inspection by County Solid Waste Staff or their agents for compliance with standards contained herein.

Sec. 12-19. Conditions for Residential / Small Business Curbside Collection Program.

Solid Waste collection shall be provided under the following conditions:

- Unincorporated areas of the County, or
- Small Municipalities covered by an IGA for solid waste services, and
- Residential, Single family homes, or
- Residential, Duplexes, Triplexes, or Quadraplexes, or
- Small / home-based businesses located within residential areas, or
- Ancillary facilities located within residential areas such as recreation centers or Churches that generate small volumes of solid waste, or
- Other facilities located within residential areas that generate small volumes of solid waste and, in the judgment of the Director of Public Works, would practically benefit from participation in this program.

Sec. 12-20. Garbage.

- (a) Garbage shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Garbage shall be collected in the unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.

- (c) Eligible Small Business entities participating in this program may receive up to two (2) roll carts if requested and paid for.
- (d) Roll Carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (e) For residential collection, small quantities of garbage in excess of the capacity of the roll cart will be collected if neatly placed in tied plastic bags and placed at curbside along with the roll cart.

Sec. 12-21. Yard waste.

- (a) Yard waste shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Yard waste shall be collected in the unincorporated portion of the County under the following conditions:
 - 1) Yard waste (Sticks, hedge clippings, and small brush) shall be neatly stacked and placed in order to facilitate efficient pick up. A volume roughly equivalent to two (2) roll carts (192 gallons / or a pile measuring approximately six feet (6') in length, three feet (3') in width, and two feet (2') in height) / or six, 30-gallon yard waste bags) shall be placed within six (6) feet of curbside of the nearest public road and shall be collected on a designated day. Yard waste shall not be placed within the traveled way of the road. Bagging, boxing, or bundling of yard waste is encouraged.
 - 2) Larger tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet and stacked in a neat, compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets.
 - 3) Exclusions: Tree trunks, branches and limbs having a length greater than four (4) feet and diameter greater than four (4) inches are not deemed yard waste, thus are not eligible for curbside collection. Waste generated from either a tree removal (including the stump) or de-limbing of a tree greater than four (4) inches in diameter at the tree base at ground level is not considered yard waste, thus is not eligible for curbside collection. Re-sizing waste from a tree removal, from a stump removal or from de-limbing an ineligible tree to make it meet the above dimensions does not make it eligible for curbside collection. Waste generated from clearing a lot or cutting shrubbery back to the stump or trunk is not considered yard waste, thus is not eligible for curbside collection.

- (c) Dirt, sand, and mulch, other than those small residual quantities incidental to yard waste collection, shall not be accepted for curbside collection.

Sec. 12-22. Recycling.

- (a) Recycling shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Recycling shall be collected in the entire unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (d) Authorized recyclable materials previously containing food or beverages shall be properly prepared by the resident prior to placement in the recycling roll cart. Aerosol cans shall be excluded from the recycling stream. Cardboard shall be broken down / flattened for efficient handling and collection. Recycling shall not be mixed with garbage or other contaminants. Recyclable materials shall not be placed in bags.
- (e) Collection Contractors may refuse to collect curbside recycling if the material is found to be contaminated by non-recyclables. Collectors may attach information to the Roll Cart explaining why the material was not collected. The resident shall remove the non-recyclable material identified as contamination before the next scheduled recycling collection day in order to be serviced.
- (f) The Director of Public Works shall, on an annual basis, review the official list of commodities eligible for recycling based on market conditions and recommend additions or deletions to the County Administrator. The Director of Public Information shall lead and manage the public information campaign necessary to this program.

Sec. 12-23. Bulk Items (a.k.a. "Brown Goods").

Residential / Small Business curbside collection customers may request, at no extra charge, the pickup and disposal of Bulk Items such as indoor and outdoor furniture, large yard toys,

mattresses, etc by requesting an appointment for pickup. Bulk Items shall only be placed at curbside following a confirmed, scheduled appointment for pickup and shall not remain at curbside indefinitely. Limit of four items per appointment request.

Sec. 12-24. White Goods.

White Goods shall be collected and managed in the same manner as Bulk Items. All large appliances, such as refrigerators, shall have doors removed prior to placement at curbside.

Sec. 12-25. Enhanced (“Backyard”) Service.

- (a) An enhanced level of service (a.k.a. – “Backyard Service”) shall be made available to neighborhoods that request it and have established Homeowners’ Association (HOA) covenants supporting same as well as to individual homes in which the occupants cannot physically place their garbage or recycling roll carts at curbside for standard pickup.
- (b) Neighborhoods desiring a higher level of service may request backyard pick-up pursuant to the following conditions:
 - 1) The subdivision must have a duly organized, active Homeowners Association (HOA) and such request shall be made by said association.
 - 2) At the time that the HOA requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant (CPA), or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the President and Secretary of the HOA; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.
 - 3) At the time that the HOA makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.
 - 4) All requests for an enhanced level of service (backyard pick-up) shall be made to the Director of Public Works and approved by the County Administrator.
 - 5) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.
- (c) Disabled citizens may receive enhanced (“backyard”) service for roll cart (garbage and recycling) service collection at no extra charge. This special exception may be granted

when the General Manager of Solid Waste & Recycling determines that there is no capable adult readily available who is physically capable of rolling the cart to and from the curb. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.

Sec. 12-26. Uniform Fee Structure.

The Fee Structure used to generate revenue for the Residential / Small Business Curbside Collection Program shall be normalized and uniform throughout all areas served (Unincorporated County and Small Municipalities through IGAs) such that variations in collection area locations, collection contractor bids, or development density or do not cause undue financial burden to individual customers. The Director of Public Works shall, on an annual basis, update the calculation of the fee in advance of annual distribution of real property tax notices. A multiplier to the uniform fee for basic service shall be applied for neighborhood Enhanced (“Backyard”) Service. A sample calculation is contained in Attachment ‘B’ to this Chapter.

Sec. 12-27. Small Business (Quasi-Residential) Service.

(a) Though the intent of the Residential / Small Business Curbside Collection Program is to primarily serve single family residential customers, there are others for whom providing this service is appropriate, convenient, and efficient. Such quasi-residential customers are generally referred to as “eligible small businesses” (even though they might not technically be a “small business”, *per se*) and may include:

- Duplex through Quadraplex residential customers;
- Other residential customers besides Apartments;
- Neighborhood pavilions or recreation centers;
- Small, home-based businesses;
- Small local government facilities such as fire / EMS stations;
- Churches.

(b) Additionally, in order to participate in this program, such facilities must:

- Be physically located along an established residential collection route;
- Generate quantities and types of solid waste consistent with typical single family residences;
- Pay all associated solid waste fees and taxes;
- Be approved by the Director of Public Works for participation in the program.

Sec. 12-28. Roll Carts.

Roll Carts of approximately 96-gallon capacity shall be used in the collection of solid waste when deemed efficient and effective. Roll Carts shall be purchased, owned, delivered, and collected by the County or its designated agent. Fees may be charged for initial Roll Cart delivery or

replacement. A fee for repair, replacement and delivery may be charged to the home owner in the event of damage or destruction due to negligence or theft. Roll Carts shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide by the user thereof, if necessary, to prevent nuisance.

Sec. 12-29. Items ineligible for Residential / Small Business Curbside Collection Service.

- (a) Dead animals. Dead animals shall not be collected. Dead household pets shall be collected by the County Department of Animal Care if placed in plastic bags at curbside and if that Department is notified. Proper disposal of all other dead animals shall be the responsibility of property owners.
- (b) Building materials. The County shall not be responsible for collecting or hauling discarded building material, dirt, rock, or industrial and hazardous waste.

Sec. 12-30. Exemption from roll cart service and fees for disabled homeowners.

- (a) An exemption from roll cart service and fees for disabled homeowners in the unincorporated areas of the county is available. Such handicapped homeowners shall apply for said exemption to the General Manager of Solid Waste & Recycling. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.
- (b) The Director of Public Works shall recommend approval or denial of the handicapped homeowner's application for exemption from roll cart service and fees. Final approval or denial of exemption from Roll Cart service and fees shall be made by the County Administrator.

ARTICLE IV. DROP-OFF CENTERS AND SPECIAL COLLECTION EVENTS

Sec. 12-33. In General.

The Director of Public Works may maintain additional solid waste facilities and conduct such special events for the purpose of augmenting the efficient collection of various types of Solid Waste and recyclable materials from County residential customers. These facilities may collect materials that are permitted in the waste stream for disposal or recycling, but not included for collection at curbside. These facilities shall not receive garbage. These facilities shall not receive any waste generated outside of the County. Only County residents are authorized to use County Operated Drop-Off Centers.

Sec. 12-34. Construction & Demolition (C&D) Debris.

Drop-Off Centers may accept for disposal or recycling Construction & Demolition (C&D) Debris generated by County Residents, performing home improvement projects on their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-35. Yard waste and landscaping debris.

Drop-Off Centers may accept for disposal, Yard Waste and Landscaping Debris generated by County Residents, performing yard maintenance at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-36. Recycling.

Drop-Off Centers may accept for recycling, various items, generated by County Residents at their domiciles. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-37. Bulk Items.

Drop-Off Centers may accept for disposal, Bulk Items generated by County Residents at their domiciles. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-38. White Goods.

Drop-Off Centers may accept for disposal, White Goods generated by County Residents at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-39. Special Collection Events.

The Director of Public Works may conduct on occasion, either on an individual basis or in partnership with municipalities or neighboring counties, Special Collection Events to promote the proper collection and disposal or recycling of items such as paint, household hazardous waste, sensitive documents for shredding, tires, electronic waste (eWaste), and scrap metal / white goods. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-40. Community “Clean Sweep” Events.

The Director of Public Works may conduct a program to support volunteer citizens efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Reserved for Future Use.

ARTICLE V. RECYCLING

Sec. 12-42. In General.

- (a) The County shall, consistent with State Law, conduct a program of residential recycling in order to:
- Conserve Natural Resources and Landfill Space;
 - Promote economic development and security;
 - Protect the environment;
 - Conserve energy
- (b) The County shall also promote and encourage commercial and business recycling. Participation in recycling programs is encouraged and voluntary.

Sec. 12-43. Residential Recycling.

Residential recycling will primarily be promoted through the Residential / Small Business Curbside Collection Program and may be supplemented through collections at Special Collection Events and Drop Off Centers.

Sec. 12-44. Commercial and Business Recycling.

Commercial and Business Recycling will primarily be promoted through education and voluntary reporting.

Sec. 12-45. Commodities.

The Director of Public Works shall, on an annual basis, and in consultation with the General Manager of Solid Waste & Recycling, recommend to the County Administrator, a list of commodities to be included in the Residential / Small Business Curbside Collection Program. This recommendation shall be based on forecasts of recycling commodities' market conditions. The County Director of Public Information shall promote and publicize current information regarding commodities for recycling.

Sec. 12-46. Recovered Materials.

Materials collected through all County Recycling Programs are County property. The County shall ensure the services of a Materials Recovery Facility (MRF) in order to process recovered materials

for recycling. Any revenue generated from the sale of recovered materials shall be deposited into the Solid Waste Fund.

Sec. 12-47. Reporting.

The County shall account for and report recycling activity in a form and manner consistent with State and Federal law.

Sec. 12-48. Reserved for Future Use.

Sec. 12-49. Reserved for Future Use.

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ARTICLE VI. TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Sec. 12-50. In General.

The transportation and disposal of solid waste shall be conducted by authorized personnel and in accordance with all applicable State and Federal Laws.

Sec. 12-51. Transportation of Solid Waste.

- (a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking, or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be a violation of this article for any person not authorized by the County to collect and haul any refuse other than that arising from his or her own accumulation within any area of the County in which solid waste collection service is provided by the County.

Sec. 12-52. Use of County operated solid waste management facilities.

Only County residents or specifically authorized agents of the County (*i.e.* – Curbside Collection Contractors) are authorized to use County operated solid waste management facilities, including landfills, as determined by the Director of Public Works. Such solid waste management facilities shall, under non-emergent conditions, only accept solid waste that is generated within the County. Fees may be charged in a consistent, uniform, and equitable manner.

Sec. 12-53. Garbage.

Garbage shall only be disposed of in an appropriate Class Three Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-54. Construction & Demolition (C&D) Debris.

C&D Debris shall only be disposed of in an appropriate Class Two Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-55. Other Common Waste Types.

Other commonly generated waste types, such as Electronic Waste (e-waste), Tires, Mattresses, or “Household Quantities” of Hazardous Waste shall be accepted and disposed of (or recycled) by the County in appropriate manners at permitted facilities.

Sec. 12-56. Reserved for Future Use.

Sec. 12-57. Reserved for Future Use.

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ARTICLE VIII. ENFORCEMENT

Sec. 12-58. In General.

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

Sec. 12-59. Littering.

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

Sec. 12-60. Illegal Dumping.

- (a) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (b) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for stormwater management.

Sec. 12-61. Covering vehicle loads.

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

Sec. 12-62. Debris on Lots.

- (a) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

- (b) Duty of owner, etc, to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.
- (c) Notice to owner, etc, to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.
- (d) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.
- (e) Removal by County. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

Sec. 12-63. Scavenging.

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

Sec. 12-64. Evictions.

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential / Small Business Curbside Collection Program.

Sec. 12-65. Collected Solid Waste is County Property.

Once picked up for collection from the Residential / Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

Sec. 12-66. Penalties.

- (a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

Sec. 12-67. Miscellaneous Enforcement Provisions.

- (a) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping.
- (b) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (c) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

- (d) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the Refuse Control Officers when requested by said Officer.
- (e) Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (f) It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (g) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (h) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.
- (i) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- (j) It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

ARTICLE IX. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Sec. 12-68. In General.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all Federal and State rules and regulations, and all local zoning land use and other applicable local ordinances.

Attachments.

Attachment A – Annual Solid Waste Fee Schedule (Sample)

Attachment B – Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Department of Public Works (DPW)

Solid Waste & Recycling Division (SWR)

FY-2X Annual Solid Waste Master Fee Schedule (Sample)

Updated: 22-Jun-21

Residential / Small Business Curbside Collection Fee (Standard Level of Service) *	\$ 323.70	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service) *	\$ 582.66	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service / Disability) *	\$ 323.70	Per Roll Cart Serviced	Annually
Construction & Demolition (C&D) Debris	\$ 24.00	Per ton	
Yard Waste / Land Clearing Debris	\$ 24.00	Per ton	
Bulk Items / Brown Goods	\$ 24.00	Per ton	
Roll Cart Fee	\$ 68.00	Per Roll Cart Serviced	
White Goods / Scrap Metal	\$ 24.00	Per ton	
Waste Tire	\$ 15.00	Per ton	Or \$1.50 each
Mattress / Box Springs	\$ 24.00	Per ton	
Electronic Waste (Broken Televisions or Monitors)	\$ 0.72	Per pound	
Electronic Waste (Intact Televisions or Monitors)	\$ 0.33	Per pound	
Electronic Waste (All other ewaste)	\$ 0.20	Per pound	

Notes - * Initial Solid Waste Service Initiation Fee shall be calculated on a pro rata, per diem basis.

(ATTACHMENT 'A')

Department of Public Works (DPW)
Solid Waste & Recycling Division (SWR)

FY-2X Annual Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Updated: 27-Oct-21

Collection Area	# Customer Roll Carts	Bid Price / Roll Cart (\$) *	Total Monthly Cost (\$)	Comments
1	18,348	\$ 20.00	\$ 366,960.00	
2	10,350	\$ 22.13	\$ 229,045.50	Includes the Town of Blythewood
3	15,678	\$ 18.50	\$ 290,043.00	
4	17,716	\$ 19.23	\$ 340,678.68	
5A	8,627	\$ 21.60	\$ 186,343.20	
5B	1,689	\$ 19.78	\$ 33,408.42	
6	10,529	\$ 19.61	\$ 206,473.69	
7	5,877	\$ 20.48	\$ 120,360.96	
Total	88,814		\$ 1,773,313.45	
Total Monthly Program Cost		\$ 1,773,313.45		
		X 12		
Total Annual Program Cost		\$ 21,279,761.40		
Annual Cost Per Roll Cart Serviced		$\frac{\$ 21,279,761.40}{88,814}$	\$ 239.60	
Monthly Cost Per Roll Cart Serviced		$\frac{\$ 239.60}{12}$	\$ 19.97	
Enhanced (Backyard) Level of Service Multiplier		\$ 19.97		
		X 1.8		
		\$ 35.94		(Signature)
Annual Cost (Standard Level of Service)		\$ 239.60		Certified True and Correct:
Annual Cost (Enhanced Level of Service)		\$ 431.28		County Administrator
				(Insert certification date)

* Note - "Bid Price" is the original bid price as adjusted annually through the application of the CPI through the life of the contract.

(ATTACHMENT 'B')

Department of Public Works (DPW)

Solid Waste & Recycling Division

Richland County Code of Ordinances, Chapter 12 Re-write

Summary of Changes

Updated: 7/13/21

Existing Ordinance			New Ordinance
Article	Section	Title	Comment
I		In General	
	12-1	Dumping within rights-of-way prohibited	Sec 12-60
	12-2	Litter Control	Sec 12-59
	12-3	Scavenging through greenboxes	Sec 12-63
	12-4	Debris on lots	Sec 12-62
	12-5	Penalties	Sec 12-66
	12-6	County landfills not accept garbage, refuse and other waste material generated outside county	Sec 12-52
	12-7	Reserved	NA
	12-8	Reserved	NA
	12-9	Reserved	NA
	12-10	Reserved	NA
II		Collection and Disposal	
	12-11	Applicability	Sec 12-19
	12-12	Definitions	Sec 12-2
	12-13	Administration and enforcement	Sec 12-3
	12-14	General conditions for granting contracts for residential and small business solid waste collection	Redundant - Removed
	12-15	Conditions for residential and small business solid waste collection - Garbage	Sec 12-20
	12-16	Conditions for residential and small business solid waste collection - Yard trash and other household articles	Sec 12-21
	12-17	Additional levels of residential solid waste collection	Sec 12-25
	12-18	Preparation and storage of residential and/or small business solid waste for collection	Sec 12-18
	12-18.1	Exemption from roll cart service and fees for handicapped homeowners	Sec 12-30
	12-19	Transportation of refuse	Sec 12-51
	12-20	Items not covered in residential or small business solid waste collection service	Sec 12-29
	12-21	Unlawful disposal generally	Sec 12-58
	12-22	Collected refuse is county property	Sec 12-65
	12-23	Assessment for residential solid waste collection and small business solid waste collection	Sec 12-13
	12-24	Determination of assessments; inclusion in tax notice	Sec 12-15
	12-25	Lien; hearing required to raise lien amount of charge	Obsolete - Removed
	12-26	County landfill fees	Sec 12-11
	12-27	Corrugated cardboard banned from all landfills	Obsolete - Removed
	12-28	Out-of-county waste banned from all county landfills	Sec 12-52

12-29	Reserved	NA
12-30	Reserved	NA
12-31	Reserved	NA
12-32	Reserved	NA
12-33	Reserved	NA
12-34	Reserved	NA
12-35	Reserved	NA
12-36	Reserved	NA
12-37	Reserved	NA
12-38	Reserved	NA
12-39	Reserved	NA
12-40	Reserved	NA

III	Construction, Modification, Expansion, and/or Operation of Solid Waste Management Facilities, Benefical...		
	12-41	Federal, state and local law	Sec 12-68
	12-42	Reserved	NA
	12-43	Reserved	NA
	12-44	Reserved	NA
	12-45	Reserved	NA
	12-46	Reserved	NA
	12-47	Reserved	NA

CHAPTER 12: GARBAGE, TRASH AND REFUSE*

*Editor's note--At the discretion of the editor, Ord. No. 954-82, effective Jan. 1, 1984, has been included as having superseded §§ 12-2, 12-4, and all of Art. II, formerly comprising §§ 12-11--12-21. Ord. No. 954-82 had been saved from repeal by § 1-10(7); it was not specifically amendatory. The provisions codified as old §§ 12-2, 12-4 and 12-11--12-21 derived from Code 1976, §§ 8-2001--8-2013 and Ord. No. 649-80, effective June 6, 1979.

Cross reference(s)---Dumping on private property, § 2-199; hazardous chemicals, Ch. 13; health, Ch. 14; sewers and sewage disposal; weeds and rank vegetation, § 18-4; § 24-61 et seq.

State law reference(s)--Garbage collection and disposal in counties, S.C. Code 1976, § 44-55-1010 et seq; solid waste collection and disposal by counties, S.C. Code 1976, § 44-55-1210 et seq.

ARTICLE I. IN GENERAL

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized and franchised garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

(Code 1976, § 11-4001; Ord. No. 389-77, § 1, 4-20-77)

Cross reference(s)--See also § 12-21.

State law reference(s)--Similar provisions, S.C. Code 1976, § 16-11-700.

Sec. 12-2. Litter control.

(a) Responsibility of driver. When litter is thrown from a vehicle, the driver shall be held responsible regardless of who throws the litter out of the vehicle.

(b) Procedures. The following procedures shall be followed by refuse control officers when citing violators of this provision of this section:

(1) In accordance with South Carolina Code 1976, section 16-11-710, the county refuse control officers shall hereby be authorized to accept a cash bond in lieu of requiring an immediate court appearance by a person who has been charged in a violation of ordinances and laws relating to litter control. Checks shall be accepted instead of cash.

(2) Refuse control officers shall use Form S-438 when issuing citations.

(3) In cases where bail is accepted by arresting officers, the violator's copy of the summons (blue) shall serve as the receipt for the offender. Bail monies shall be properly secured during nonworking hours by the refuse control officer. Prior to the trial, the arresting officer shall turn the bail bond over to the magistrate who signs the receipt portion of the summons for the arresting officer. Strict accountability shall be required in accordance with established procedures of the county's finance department (Ordinance No. 233-1015-75, Sections 1 and 2).

(Ord. No. 954-82, § 11, 1-1-84)

Sec. 12-3. Scavenging through greenboxes.

It shall be unlawful for any person to rummage through, remove, or salvage items from or otherwise scavenge from or tamper with any county-owned greenbox, solid waste container or the area located around green boxes and containers located within the unincorporated area of the county.

(Code 1976, § 11-1003; Ord. No. 794-81, §§ I, II, 4-2-81; Ord. No. 999-82, § I, 12-1-82; Ord. No. 1907-89, § IV, 9-5-89; Ord. No. 006-02HR, § I, 3-19-02)

Sec. 12-4. Debris on lots.

(a) Definition. For purpose of this section, the term "debris" means refuse, rubbish, trash, garbage, offal, junk, spilth, waste, litter, and/or building materials that are determined to be deleterious to good health and public sanitation.

(b) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the county public works director. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

(c) Duty of owner, etc., to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

(d) Notice to owner, etc., to remove. Whenever the county public works director shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(e) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.

(f) Removal by county. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a lien upon the property

affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) Work may be done by county upon request. Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of public services may enter upon any such lands and remove the debris therefrom, the charge and cost of such service to be paid into the county treasury.

(Ord. No. 1130-84, §§ 1-7, 3-6-84; Ord. No. 1611-87, §§ 1-5, 5-5-87; Ord. No. 1843-89, §§ I-III, 3-7-89; Ord. No. 2086-91, §§ I, II, 4-16-91; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-5. Penalties.

(a) If any of the matter or material dumped in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be prima facie evidence that such owner dumped or caused to be dumped such matter or material in violation of this chapter.

(b) Appointed refuse control officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the magistrate's court of the county to answer to the charge of violation of the appropriate section of this chapter.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than five hundred (\$500.00) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

(Ord. No. 954-82, §§ 12-1, 13-1, 13-2, 1-1-84; Ord. No. 023-01HR, § I, 4-17-01; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-6. County landfills not to accept garbage, refuse and other waste material generated outside county.

(a) The Richland County Landfill shall not accept garbage, refuse or other waste material which is generated outside of the county.

(b) Before being allowed to dump garbage, refuse, or other waste material in the county landfill, the person dumping said material shall sign a statement authenticating that said material was generated within the county.

(c) Any and each false statement signed by a person dumping material referred to in subsection (b) of this section shall constitute a violation of this chapter.

(d) The term "generated," as used in this section, shall mean the point of origin of garbage, refuse, or other waste material. Sludge from waste treatment plants located outside of the county which treat waste generated in the county may be accepted to the extent that the sludge is generated in the county.

(e) Any dispute as to the point of origin of garbage, refuse, or other waste material shall be decided by the director of public works and utilities.

(Ord. No. 1703-88, § 2, 1-5-88; Ord. No. 1736-99, §§ I-III, 4-19-88; Ord. No. 051-02HR, § II, 9-17-02)

Secs. 12-7--12-10. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 12-11. Applicability.

This article shall apply to the preparation, storage, collection, transportation and disposal of all refuse in the area under jurisdiction of the county council as presently or hereafter established. It shall prescribe rules and regulations relating to collection and disposal of solid waste; prescribing rules and regulations for hauling garbage, refuse and other waste material within and through the county; providing for the proper disposal of solid waste; prohibiting littering and illegal dumping within the unincorporated area of the county, and providing penalties for violation thereof. This article provides for the assessment of service charges to finance the cost of solid waste collection.

(Ord. No. 954-82, § 2, 1-1-84; Ord. No. 093- 05HR, § 1, 12-6-05)

Sec. 12-12. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single lot which contains a total of six (6) or more dwelling units.

Bulk container: A manufacturing container suitable for emptying by mechanical equipment and approved by the director of public works.

Code: The Code of Richland County, South Carolina.

Commercial establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature.

Commercial refuse: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Contractor: The person or persons, partnership, or corporation which has entered into a contract with the county to perform solid waste collection.

County: Richland County, South Carolina.

County administrator: The county administrator or his designated agent.

Disposal facility: Any facility or location where any treatment, utilization, processing or disposition of solid waste occurs.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking and eating and from which the county would collect refuse; excludes commercial, industrial and manufacturing establishments.

Franchise collector: The person or persons, partnership or corporation which has entered into a franchise agreement with the county to perform solid waste collection.

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

Garden and yard trash: Any and all accumulations of grass, leaves, small trees and branches (not exceeding four (4) inches in diameter), shrubs, vines and other similar items generated by the maintenance of lawns, shrubs, gardens and trees from residential properties.

Hazardous materials: Wastes that are defined as hazardous by state law and the state department of health and environmental control regulations.

Health officer: The county health officer or his authorized deputy, agent or representative or other person as the county council may designate in lieu of such health officer.

Household trash: Any and all accumulations of materials from the operation of a home which are not included within the definition of garbage. Household trash shall include all bulky appliances, furniture, boxes and yard toys.

Industrial waste: Any and all debris and waste products generated by canning, manufacturing, food processing (excluding restaurants), land clearing, building construction or alteration and public works type construction projects whether performed by a governmental agency or by contract.

Refuse: Includes both garbage and trash as defined in this section.

Residential property: Property which contains residential dwelling units other than those defined in this section as apartments.

Residential refuse: Refuse generated by residential property as defined in this section.

Roll cart: Garbage containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store garbage between collections by franchise collectors.

Sanitary landfill: The method of disposing of refuse by placing an earth cover thereon which meets the regulations of the state department of health and environmental control.

Small business: Any business entity registered with the Secretary of State that produces no more solid waste during any County defined solid waste collection cycle than will fill two (2) County-issued roll carts.

Special material: These are bulky materials or other special wastes that are not stored in roll carts and cannot be picked up by a normally used collection vehicle.

Trash: Unless specifically provided to the contrary, shall include and mean household trash and garden and yard trash as defined herein.

(Ord. No. 954-82, § 3, 1-1-84; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-13. Administration and enforcement.

(a) The director of public works shall be responsible for the administration and enforcement of the provisions of this article. He or she may request assistance from the various departments and other officials of the county as may be necessary for the orderly implementation of this article. Regulations promulgated to carry out this article shall be subject to prior review and approval of county council.

(b) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the refuse control officers when requested by them. (Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-14. General conditions for granting contracts for residential and small business solid waste collection.

(a) The entire unincorporated area of the county shall be designated as a roll cart service area and shall be divided into eight (8) service areas with these areas to be plainly outlined on a map of the county. Such maps shall be made a part of the contract with the collectors and shall be available for public inspection..

(b) Contracts shall be obtained as follows:

(1) After the initial awarding of the service areas, the option to bid on any or all of the service areas shall be open to all contractors, or subcontractors, who are garbage collectors for the county, or said areas may be awarded through open, competitive bidding.

(2) If all service areas are not successfully awarded through the above method, areas shall be awarded pursuant to the Richland County Code of Ordinances, Chapter 2, Article X, Division 2, Competitive purchasing policy. Anyone submitting a bid or proposal must meet all qualifications and criteria set forth for collectors.

(3) A lone bid or proposal for a specific service area shall not warrant automatic award of the franchise to the lone bidder or proposer.

(4) Should any contractor, or subcontractor, be found to be involved in collusion, in any way, through his or her own acts or those of any agent, said contractor or subcontractor, shall be disqualified from bidding or proposing.

(5) Successful contractors shall offer to purchase existing solid waste collection vehicles from current contractors within the respective service areas who were unsuccessful in renewing or renegotiating a contract. The value of the equipment will be determined by an independent appraiser.

(6) Successful contractors will be encouraged to hire employees of current contractors, within the respective service area, who were unsuccessful in renewing or renegotiating a contract.

(7) a. In the event that a contractor shall lose his contract through the expiration of his or her contract through the expiration of the contract or otherwise, or in the event that he or she subcontracts his or her area, then county council may, at its option, do any of the following:

1. Contract with the subcontractor without competitive bidding, pursuant to section 2-612(c)(3) and (10);

2. Open the area to competitive bidding by the contractors authorized to operate in Richland County; or

3. Open the area to competitive public bidding.

b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights under the contractor's franchise to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

c. In the event that a contractor who is a partnership, corporation, or entity other than an individual fails to obtain the prior written approval of the county administrator as required by section 12-14(b)(7)b. above, the county may competitively bid such contractor's service area.

(c) Monthly payments shall be made by the director of finance to the contractors. The contractors shall be allowed to petition county council for payment increase, based upon significant change of circumstances in the cost of delivering collection services.

(d) Collectors shall not be permitted to change boundaries of collection areas or to enter into agreements with subcontractors without prior written approval of the county administrator.

(e) All collectors under contract with the county shall continue service to customers as outlined in the contract.

(f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her franchise.

(g) The county administrator shall make available to the contractors any information gathered by the county which might assist the collector in submitting his or her cost and/or bid.

(h) Contractors shall not be required to pay the standard landfill dumping fees for residential solid waste or for small business solid waste delivered to the Richland County Landfill.

(i) Contracts with the franchise shall be for a period not to exceed five (5) years.

(j) Any contract may be extended at the option of county council and the contractor for a period not to exceed five (5) years, notwithstanding any contract language to the contrary. Any subcontractor who has assumed the duties and responsibilities of another contractor may, at the option of county council, be substituted as the original contractor of the service area.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1859-89, § I, 4-18-89; Ord. No. 1917-89, § I, 10-3-89; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-15. Conditions for residential and small business solid waste collection--Garbage.

(a) Garbage shall be collected only by collectors who are franchised by the county.

(b) Garbage shall be collected in the entire unincorporated portion of the county by roll cart service under the following conditions:

(1) One (1) roll cart shall be issued to each household in the unincorporated area of the county. The roll carts remain the property of the county for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the franchise collector. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(3) Except as described in section 12-17(b) and (c), *infra*, roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the day of collection.

(4) For residential collection, garbage in excess of the capacity of the roll cart will be collected if placed in plastic bags and placed at curbside along with the roll cart.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-16. Conditions for residential and small business solid waste collection--Yard trash and other household articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.

(2) Yard trash and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.

(3) Within one (1) week of each month, contractors shall remove all household/business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-17. Additional levels of residential solid waste collection.

(a) Citizens living more than three hundred (300) feet from a public road may use either roll carts or other suitable containers to place solid waste awaiting collection. If a roll cart is not used by the property owner, payment for the cart will not be assessed.

(b) Handicapped citizens may receive backyard service for garbage collection. This special exception may be granted when the appropriate county official determines that there is no person living in the house who is physically capable of rolling the cart to and from the curb. In such instances, the cart will be dumped only once per week, on the second day of collection (Thursday or Friday). Provided, however, that yard trash will be collected only from the nearest public road, as set forth hereinabove.

(c) Subdivisions desiring a higher level of service may request backyard pick-up pursuant to the following conditions:

(1) The subdivision must have a duly organized homeowners' association and such request shall be made by said association.

(2) At the time that the homeowners' association requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant, or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the president and secretary of the homeowners' association; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.

(3) At the time that the homeowners' association makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.

(4) The cost of the higher level of roll cart service (backyard pick-up) shall be placed on the tax bills of all residents in the subdivision, however, said cost shall not exceed 1.8 times the basic curb service charge. In addition to the garbage collection charge, the county shall be entitled to collect the total cost of administering this program, which shall be divided among the individual homeowners on an equitable basis by the finance department annually.

(5) All requests for the higher level of service (backyard pick-up) shall be made to and approved by the county administrator.

(6) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1567-86, § 1, 12-30-86; Ord. No. 093-05HR, § 1, 12-6-05)

Sec. 12-18. Preparation and storage of residential and/or small business solid waste for collection.

(a) It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all refuse properly, including garbage and

trash, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be placed in plastic bags alongside carts on collection days.

(b) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

(c) Each owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or a public thoroughfare adjoining his or her property. Unlicensed automobiles and other vehicles shall not be permitted to be kept except at appropriate commercial establishments. Removal and disposal of unlicensed vehicles shall be the responsibility of property owners where such vehicles are located.

(d) It shall be a violation of this article to place or cause to be placed in any refuse can or bulk container for collection any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.

(e) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of refuse shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.

(f) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.

(g) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-18.1. Exemption from roll cart service and fees for handicapped homeowners.

There is hereby provided an exemption from roll cart service and fees for handicapped homeowners in the unincorporated areas of the county. Such handicapped homeowners shall apply for said exemption at the solid waste division of the public works department. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal.

The director of public works shall recommend approval or denial of the handicapped homeowners application for exemption from roll cart service and fees. Final approval or denial of exemption from roll cart service and fees shall be made by the county administrator.

(Ord. No. 1926-89, § I, 11-7-89; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-19. Transportation of refuse.

(a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.

(b) It shall be a violation of this article for any person not authorized by the county to collect and haul any refuse other than that arising from his or her own accumulation within any area of the county in which refuse collection service is maintained by the county.
(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-20. Items not covered in residential or small business solid waste collection service.

(a) Dead animals. Dead animals, other than household pets, shall not be collected. Dead household pets shall be collected by the county animal care department if placed in plastic bags at curbside and if that department is notified. All other dead animals shall be the responsibility of property owners.

(b) Building materials. The county shall not be responsible for collecting or hauling discarded building material, dirt, rock or industrial and hazardous waste.
(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-21. Unlawful disposal generally.

(a) It shall be unlawful for any person, firm, or corporation to dump or cause to be dumped any garbage, trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, anywhere in the unincorporated area of the county except at approved sanitary landfills.

(b) The above provisions shall not apply to the dumping on private property, with the owner's written permission, of sand, dirt, broken brick, blocks, or broken pavement or other suitable material for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 006- 02HR, § II, 3-19-02; Ord. No. 093-05HR, § I, 12- 6-05)

Sec. 12-22. Collected refuse is county property.

All refuse collected by county forces or collectors under contract with the county shall be disposed of and/or delivered to such places and used for such purposes as may be ordered by the county.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-23. Assessment for residential solid waste collection and small business solid waste collection.

(a) Residential. Owners of residential property in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge for the purpose of financing the collection of solid waste. The assessment for solid waste collection shall reflect a level of service and benefit provided to the owner and shall be determined by the county council. The procedures for collecting the assessment for solid waste collection for new houses shall be as follows:

(1) Before issuing a certificate of occupancy pursuant to section 6-57 of this Code, the director, solid waste management department shall collect from the applicant an amount of money equivalent to the pro rata portion of solid waste assessment for the year in which the applicant is seeking the certificate.

(2) Beginning with the first calendar year after which the certificate of occupancy pursuant to section 6-57 of this Code applied for, the assessment for such services shall be collected through a uniform service charge added to the annual real property tax bill. Furthermore, all penalties applicable to delinquent payment of property taxes shall apply to the uniform service charge for solid waste collection.

(b) Businesses and commercial enterprises. Businesses and commercial enterprises (other than small businesses) shall not be provided garbage collection service by the county; therefore, they shall not be assessed a charge. These activities shall be responsible for the disposal of their garbage, refuse and industrial waste.

(c) Small businesses. Owners of small business in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge two (2) times the residential rate per roll-cart for the purpose of financing the collection of solid waste. (Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1849-89, § I, 3-21-89; Ord. No. 1918-89, § I, 10-3-89; Ord. No. 020-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-24. Determination of assessments; inclusion in tax notice.

The county council shall annually determine the assessments to be levied for garbage services, based upon, among other things, the level of services provided the property, the amount of funds required to finance solid waste collection, and the benefit received by the property and advise the auditor of the assessment to be collected. It shall be the duty of the auditor to include the assessment with the annual property tax notices. The county director of finance shall establish a solid waste collection fund and all receipts collected by the treasurer from the assessments for the purpose of solid waste collection shall be credited to the fund.

(Ord. No. 954-82, § 4-3, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-25. Lien; hearing required to raise lien amount of charge.

(a) If the notice or notices prescribed by subsection (b) shall have been given and the hearing required pursuant thereto shall have been held, all solid waste collection service charges imposed by the county pursuant to this article and not paid when due and payable shall constitute a lien upon the real estate to which the solid waste collection service concerned relates so long as the charges remain unpaid. It is the intention of the county that in addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.

(b) Prior to the furnishing of any solid waste collection service for which the prescribed service charge shall, pursuant to subsection (a), become a lien on the property affected and prior to any subsequent increase in any solid waste collection service charge, county council shall hold a hearing on the proposed charges providing property owners an opportunity, if desired, to appear and be heard in person or by counsel before the county

council. Not less than ten (10) days' published notice of this public hearing shall be given in a newspaper of general circulation in the county. Such notice shall state the time and place of the public hearing and shall notify property owners of the nature and quantum of the proposed service charges. Following such hearing, action shall be taken by the county council and published notice of its decision shall be given in a newspaper of general circulation in the county, not less than ten (10) days prior to the effective date of the charges. This notice shall set forth the charges being imposed in such a manner as to notify property owners thereof. Any property owner aggrieved by the action of the county council may proceed by appeal in the court of common pleas for the county, to have such court review the action taken by the county council at which time the court will determine the validity and reasonableness of the solid waste service charge. Solid waste collection service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The appeal provided for herein shall be pursuant to the provisions of chapter 7 of Title 18, of the South Carolina Code of Laws, 1976, providing for appeals to the court of common pleas. (Ord. No. 954-82, §§ 4-4, 4-5, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-26. County landfill fees.

The following fees shall be charged for all materials dumped in a county landfill:

- (a) Normal garbage and trash: Twenty four dollars (\$24.00) per ton.
- (b) Tires: Thirty dollars (\$30.00) per ton.
- (c) DHEC-controlled waste: Thirty dollars (\$30.00) per ton.
- (d) Baled nylon filament: Twenty dollars (\$20.00) per ton.
- (e) Waste containing nylon filament: One hundred dollars (\$100.00) per ton.

(Ord. No. 1703-88, § 1, 1-5-88; Ord. No. 1906-89, § 1, 9-5-89; Ord. No. 2023-90, § I, 9-4-90; Ord. No. 2144-91, § I, 10-15-91; Ord. No. 018-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-27. Corrugated cardboard banned from all landfills.

(a) Corrugated cardboard shall be banned from all county operated landfills located in the unincorporated areas of Richland County. This ban does not apply to any construction and demolition landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this program; to inspect all loads designated for any county operated landfill located in the unincorporated areas of the county to insure compliance with this section; to inspect such loads for corrugated cardboard content; and to impose such surcharges as set forth herein for violations of this section.

(c) The manager of the solid waste division of the public works department and/or his or her designees, shall issue a warning for any first occurrence where a load is found to consist of more than ten percent (10%) corrugated cardboard. Upon a second occurrence, the Director and/or his or her designees, shall impose a charge of forty eight dollars (\$48.00) per ton for loads that consist of more than ten percent (10%) corrugated cardboard. This amount will be the entire tipping fee charged for such loads. For any third

or subsequent occurrence, a charge of seventy two dollars (\$72.00) per ton shall be collected.

(d) The manager of the solid waste division of the public works department and/or his or her designees, shall be authorized to establish recycling centers throughout the county to accept corrugated cardboard and other recyclable materials.

(Ord. No. 024-95HR, § I, 5-2-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-28. Out-of-county waste banned from all county landfills.

(a) All solid and other wastes generated from outside the boundaries of the county are banned from being dumped in any county operated landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this ban; to inspect all loads designated for the county landfill(s) for any violations thereof; and to issue warrants according to law for any violations of this section.

(c) Any residential and/or small business solid waste collector found in violation of this section by the county council shall forfeit their contract with the county.

(d) The manager of the solid waste division of the public works department may seek an injunction to enforce the provisions of this section.

(e) Violations of this section shall be deemed to be a misdemeanor, and any shall subject the violator to a fine not exceeding one thousand dollars (\$1,000.00), imprisonment not exceeding thirty (30) days, or both.

(Ord. No. 045-95HR, § I, 6-6-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-29--12-40. Reserved.

ARTICLE III. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Editor's note--Nonamendatory Ord. No. 065-94, §§ III--VIII, adopted Sept. 6, 1994, has been included herein as a new Art. III, §§ 12-41--12-46, at the discretion of the editor.

Cross reference(s)--Hazardous materials, § 13-1 et seq.; zoning, Chapter 26.

Sec. 12-41. Federal, state and local law.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all federal and state rules and regulations, and all local zoning land use and other applicable local ordinances.

(Ord. No. 008-09HR, § I, 3-4-08)

Sections 12-42 – 12-47. Reserved.



Agenda Briefing Addendum

Prepared by:	Christopher S. Eversmann, PE	Title:	Deputy Director
Department:	Public Works	Division:	
Contributor:	John Ansell	Title:	Solid Waste & Recycling General Manager
Date Prepared:	December 1, 2021	Meeting Date:	December 16, 2021
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee:	Development & Services		
Agenda Item:	Chapter 12 Re-write		

COUNCIL INQUIRY # 1:

Some items are repeated and/or possibly need to be “lumped” in a general category to address the entire program (e.g. Sec. 20-20, 20-22, 20-28, 12-30).

Reply:

In this re-write of Chapter 12, Staff members attempted to retain some of the ordinance organization and language where deemed appropriate. Though there are some common aspects between program elements (such as curbside collection of Garbage and Recycling), we believe that the organization of the re-written ordinance is appropriate, logical, and facilitates easy reference. Combining established sections may undermine this.

Please see the response below to Council Inquiry # 5 regarding combining “Enforcement” Articles / Sections.

Otherwise, Staff recommends that this wording and organization remain.

COUNCIL INQUIRY # 2:

Highlighted a portion of section 12-2, paragraph B referencing bulk waste: “...and any such other item of such weight that two adults cannot easily lift (?)”

For example, how do you get rid of those items?

Reply:

Bulk items that are too large for pickup by the curbside program can be disposed of free-of-charge at the Richland County C&D Landfill or the Lower Richland Drop-Off Center.

Though this wording is somewhat subjective, we believe that it communicates a reasonable size / weight limitation and can be practically applied in the field.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 3:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (b): "...can be identified as having last belonged to, been in possession of, sent to..."

I could give to someone for disposal and it inadvertently gets "littered" but not intentionally; especially due to penalty of jail/time

Reply:

This wording is identical to that in the current ordinance (Section 12-5, (a)). As a matter of practice, this provision is typically applied to the illegal dumping of garbage. Also, intention is difficult to prove, so it is not included in cases brought before a Magistrate. This standard is applied to a vast majority of illegal dumping prosecutions which we bring before Magistrates. Without it, we believe that we would be severely limited in our enforcement ability and effectiveness. We strongly recommend against any alteration or elimination.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 4:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (c): "Solid waste placed at curbside for collection shall be considered property of the County..."

Can this hold up legally? If I toss furniture, [illegible], or ?, it's considered "abandoned at the curb, so how is it Richland County property?

Reply:

This reflects re-wording of Section 12-3 in the current ordinance whose intention is to establish a definite time when ownership of solid waste transitions from the disposer to the collector (*i.e.* – the County) and to prohibit scavenging. The title of Section 12-22 of the current ordinance also suggests this intent.

Items placed at curbside are presumed to be there for collection and are treated as solid waste.

Though some customers might not object to their solid waste and bulk items being inspected and taken by others, this is not universal.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 5:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (e) referencing Refuse Control Officers

See page 44, 12-66

Reply:

If so directed, Staff can incorporate Sections 12-3 (“Enforcement”) and 12-4 (“Penalties”) into Article VIII (“Enforcement”) and does not recommend against that action.

COUNCIL INQUIRY # 6:

Highlighted a portion section 12-13 Partial Year Assessments for the Residential / Small Business Curbside Collection Program: “Partial Year Fee” sub-section (b) “computed on a pro rata basis...”

What if you get a CO, but it’s For Sale and not sold for six months +/-, why do I pay?

Reply:

The issuance of a Certificate of Occupancy (CO) has been the established standard for the commencement of curbside collection service fees for many years. It is a set, irrefutable date that is both standard and well-established. Variance from this would place an unmanageable burden on Staff members to try and determine on a case-by-case basis the date of move-in and when actual, continuous occupancy commenced. This standard is accepted by the development community and has not been the source of complaints.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 7:

Highlighted a portion of Section 12-15 Determination of assessments; inclusion in tax notice, sub-paragraph (a): “...multiplier...”

How is it determined and why?

Reply:

The 1.8 multiplier is a previously established carry over from the current ordinance (please see Section 12-17, (c), (4)). This connection between standard and enhanced service-levels acts as a “check-and-balance” to ensure that these well-defined, established service levels maintain connectivity and that one service level does not inappropriately undermine or subsidize the other.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 8:

Highlighted a portion of Section 12-20 Garbage, sub-paragraph (c): “...if requested and paid for...”

Are they also charged more for pickup of two carts vs residential carts?

Reply:

Charges are based on the number of garbage roll carts issued and serviced. A service location with two roll carts will pay twice the amount of that with a single roll cart.

COUNCIL INQUIRY # 9:

Highlighted a portion of Section 12-20 Garbage, sub-paragraph (d): "...removed from curbside..."

In rural areas, many carts remain near/at the road

Reply:

This is reflected in the existing ordinance (Please see Section 12-15, (b), (3)). From current practice, in rural areas, removal of roll carts from roadside suffices for compliance with this provision.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 10:

Highlighted a portion of section 12-20 Garbage, sub-paragraph (e): "...small quantities..."

Pg. 44, 12-67, (b) does not limit to this

Reply:

This wording reflects current practice and is generally a carry forward of Section 12-15, (b), (4) of the current ordinance. Staff is of the opinion that the subjectivity of words such as "small" and "neatly" is outweighed by their practical understanding and application in the field.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 11:

Highlighted a portion of section 12-21 Yard Waste, sub-paragraph (b), section 1: "...shall be collected on a designated day..."

How do we know what day that is?

Reply:

Collection days for the various waste types are well-established and vary by Collection Areas. They are available through the Solid Waste Mobile App, the County web site, or through inquiry of Ombudsman or Solid Waste Staff. This wording sets the requirement that collection days be established and not vary.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 12:

Highlighted a portion of section 12-21 Yard Waste, sub-paragraph (b), section 3: "...Waste generated from clearing a lot or cutting shrubbery..."

Why not?

Reply:

Section 12-21 of the proposed ordinance expands upon Section 12-16 of the current ordinance. It represents an effort to better define the intent of the curbside collection program (maintenance of residential properties) as opposed to lot clearing, tree removal, or extensive landscaping projects performed by contractors.

With that said, the removal of a shrub by a homeowner, as long as it otherwise meets the established length / diameter limitations (4' / 4"), should not be prohibited. We recommend the following:

Section 12-21, (b), (3) – "...Waste generated from clearing a lot ~~or cutting shrubbery...~~"

Otherwise, staff recommends that this wording remain.

COUNCIL INQUIRY # 13:

Highlighted a portion of Section 12-23 Bulk Items: "Limit of four items per appointment request."

Any limits to the number of times you can request this?

Reply:

There is a limit placed on the number of bulk items for a single pickup request, but there is not a limit on the number of requests for pickup that can be submitted.

COUNCIL INQUIRY # 14:

Highlighted a portion of section 12-28 Roll Carts: "...Fee may be charged..."

Repeat; also said later.

Reply:

Please see Section 12-14 of the re-written ordinance. This section requires that all solid waste fees be reviewed, published, and approved by County Council on an annual basis. Use of the word "may" ensures maximum flexibility in the alteration, modification, and other changes to future programs without the need for an ordinance change, but retains Council control of the solid waste revenue process.

COUNCIL INQUIRY # 15:

Highlighted portions of Sections 12-35, 12-36, 12-37, 12-38, 12-39: "...quantity limitations..."

These should all be set out so people know in advance and don't show up with four items and are limited to three.

Reply:

The ordinance establishes broad responsibilities. The intention of these sections are to authorize the Director of Public Works to place quantity limitations based on the physical conditions at specific drop-

off centers and levels of service peculiar to facilities as they exist now and in the future. These limitations are established and posted at the individual locations.

COUNCIL INQUIRY # 16:

Highlighted portions of Sections 12-52: “Fee may”

Fee will. Don’t do for fee.

Reply:

Concur that Section 12-52 is not properly worded. Recommend that following:

Remove – ~~“Fees may be charged in a consistent, uniform, and equitable manner.”~~

Insert – “Fees may be charged. If such fees are established and approved by County Council, they will be applied in a consistent, uniform, and equitable manner.”

An example of this is that fees at Solid Waste Facilities are not charged to private citizens, but are charged to commercial users. Please see response to inquiry # 14 above.

COUNCIL INQUIRY # 17:

Highlighted Sections 12-61

Same as 12-51.

Reply:

These Sections are similar, but not identical. Please see reply to Council Inquiry # 1. Though there is some degree of redundancy, we believe that it is minor and that the benefit of ease-of-reference outweighs this concern. Also, there are no inconsistencies.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 18:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (a): “residential area”; “residential use”

Not in definitions, define.

You can have over 100 acres and have a pile of recyclable materials you get rid enough when you have enough, is [illegible] only in developments?

Reply:

There is a definition of “Residential Property” in the proposed ordinance, but not “Residential Area.” This is consistent with the current ordinance.

Otherwise, this section is brought forward from Section 12-4 of the current ordinance.

Staff recommends addition of the following definition to Section 12-2 of the proposed ordinance:

Residential Area – Multiple, contiguous Residential Properties zoned as such as well as a neighborhood or a subdivision.

COUNCIL INQUIRY # 19:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (c): “It shall be sufficient...”

Must be sent to some address if the tax notice is sent.

Reply:

This section is brought forward verbatim from Section 12-4 of the current ordinance. Current staff practice is to use every form of formal (written) communications means possible. Certified letters are often ignored and can, in effect, make enforcement virtually impossible.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 20:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (d), (e): “...or deposited in the United States mail...”

Omit 10 days of signature; do not post evet.

Reply:

The ten day period is the current standard contained in Section 12-4, (e) of the current ordinance. It is believed that this is an effort to ensure that the property owner has some reasonable time to respond before legal enforcement proceedings begin

Please see response to Council Inquiry # 19 above.

COUNCIL INQUIRY # 21:

Highlighted Sections 12-63 Scavenging

No if by [illegible].

Reply:

This provision, slightly edited to reflect current practices, is brought forward from Section 12-3 of the current ordinance. Please see response to Council Inquiry # 4 above.

Staff recommends that this wording remain.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Staff recommends that, to the maximum extent possible, Council-directed edits to the re-written ordinance be consolidated and executed at a single time (between readings). This will certainly simplify understanding and consideration.

ATTACHMENTS:

1. Comments/Inquiries from Councilmember Malinowski



Agenda Briefing

Prepared by:	Chris Eversmann, PE	Title:	Deputy Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	October 27, 2021	Meeting Date:	November 18, 2021
Legal Review	Elizabeth McLean via email	Date:	November 09, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	November 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Development & Services		
Subject:	Richland County Code of Ordinances, Chapter 12		

STAFF'S RECOMMENDED ACTION:

Staff recommends the approval of the re-write of the Richland County Code of Ordinances, Chapter 12, renamed "Solid Waste, Recycling, and Public Sanitation."

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This re-write of Chapter 12 of the Richland County Code of Ordinances will generally be revenue / cost neutral in the short term (six-months to one-year). However, it may have positive fiscal impacts in the mid-to-long term (two-years and beyond):

- Place realistic limits on yard waste, bulk items, and white good collected at curbside;
- Define Municipal Solid Waste (MSW) Management program elements and their revenue source;

These improvements will help contain costs of future County MSWM Program as well as ensure that millage and fees are appropriately set.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This proposed ordinance is consistent with provisions of the South Carolina Solid Waste Policy and Management Act of 1991.

ATTACHMENT 1 - P. 19
 " 2 - P. 48
 " 3 - P. 50 - did one? YES

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This Ordinance is completely restructured and rewritten in an effort to:

- Address / define current County Solid Waste Management (MSWM) Programs;
- Update terminology;
- Reflect / codify best practices;
- Address / define the Solid Waste Fund and revenue sources;
- Eliminate unnecessary redundancy with other Ordinance Chapters;
- Establish and document procedures for the annual calculation of uniform fee for the Residential / Small Business Curbside Collection Program;
- Encourage the best practice for yard waste to be bagged, boxed, or bundled;
- Provide a comprehensive, updated Definitions Section;
- Add a description of the County’s Recycling Program;
- Maintain the 1.8 multiplier factor between standard and enhanced curbside collection program levels of service. *(How/why was this figure chosen?)*

The re-written Ordinance is contained in Attachment ‘A’ to this briefing. A Summary of Changes chart is included in Attachment ‘B’, and the current ordinance is included in Attachment ‘C’ to this briefing.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Some minor edits and corrections from the original submission in July have also been made:

- Bagging, bundling, and boxing of yard waste is encouraged (not required);
- Added a statement prohibiting the placement of yard waste piles within the traveled way of the road;
- Added hyphens to “Drop-Off Center”;
- Changed 90-gallon roll cart references to 96-gallon;
- Corrected enhanced service multiplier on the calculation form (Attachment B) from 2.0 to 1.8 (as is stated in the body of the ordinance);
- Added a note on the calculation form that clarified that “Bid price” is the original bid price as adjusted annually by the CPI.

ATTACHMENTS:

1. Draft ordinance with attachments
2. Summary of changes
3. Current ordinance

- Some items are repeated + poss. need to be "lumped" in a general category to address entire program, e.g. Sec. 20-20, 20-22, 20-28, 12-30

CHAPTER 12: SOLID WASTE, RECYCLING, AND PUBLIC SANITATION

ARTICLE I. ADMINISTRATION

Sec. 12-1. In General.

Richland County shall manage the solid waste stream on behalf of its citizens in order to preserve and protect public health and welfare and to promote a suitable quality of life for residents and visitors. It shall perform these missions with appropriate staff, equipment, programs, and facilities and in accordance with applicable Federal and State Laws and Regulations. The task of solid waste management shall be discharged by the Director of Public Works.

Sec. 12-2. Definitions.

Any definitions contained herein shall apply unless specifically stated otherwise. In addition to the definitions contained in this chapter, the articles of this chapter shall adopt by reference the definition of terms (to the extent they are not inconsistent with definitions specifically contained herein) defined in the South Carolina Solid Waste Policy and Management Act of 1991, South Carolina Code Section 44-96-10, *et seq.* and in any regulations promulgated pursuant thereto. Any term not specifically defined will be construed pursuant to its plain and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

-A-

Agricultural operation: Raising, harvesting, or storing crops or feed, breeding or managing livestock, including the preparation of the products raised thereon for human use and disposed of by marketing or other means. It includes, but is not limited to, agriculture, grazing, horticulture, forestry, and dairy farming.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single parcel that contains a total of six (6) or more dwelling units regardless of ownership of the dwelling units.

-B-

Bulk Waste ("Bulk Items"): Large appliances, air conditioners, furniture, mattresses, box springs, yard furniture, large toys, grills, push mowers, bicycles, and playground equipment. The following items are not considered bulk waste: Gym / exercise equipment, pianos, organs, pool tables, electronics, riding mowers, automotive equipment, fencing, decks, swimming pools (any size except small form plastic pools), animal shelters, demolition debris, building debris and any other item of such weight that two adults cannot easily lift. *(?) for good example*

? *How do you get rid of these items*

Bulk Waste Container (a.k.a. – “Roll Off container”): A manufactured container suitable for emptying by mechanical equipment.

-C-

Class Three Waste: Non-hazardous commercial and industrial wastes that are permitted by SCDHEC to be disposed of in a Class Three landfill. See also: Municipal Solid Waste (MSW) and Garbage.

Class Two Waste: The waste streams listed in Appendix I, Acceptable Waste For Class Two Landfills, of SC Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The list will be posted at each County disposal facility. See also: Construction and Demolition (C&D) Waste.

Code: The Richland County, South Carolina Code of Ordinances.

Collection Area: A quasi-official subdivided area of the County for the purpose of solid waste management program administration.

Commercial Establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature. See also: Apartment.

Commercial Waste: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Construction and Demolition (C&D) debris: Any discarded solid wastes resulting from construction, remodeling, repair, and demolition of structures, and road construction. The wastes include, but are not limited to, bricks, concrete, other masonry materials, lumber, road spoils, and paving materials, but do not include solid waste from agricultural operations or Garbage.

Contaminant / Contamination: Generally applied in the context of recycling. Items, to include plastic bags, garbage, or items not approved for the County’s Recycling Program, intermingled with items intended for pickup. The presence of this contamination may preclude pickup, causing an interruption of efficient collection operations. See also: “Non-compliant Pile / Roll Cart”, “Mixed Pile”, and “Mixed Waste.”

County: Richland County, South Carolina.

County Administrator: The Richland County Administrator.

County Council: The governing body of Richland County, South Carolina.

Curbside: The area within the right-of-way or easement immediately adjacent to a public road, highway, street, etc. For purposes of this ordinance chapter, curbside will be considered as the area within six (6) feet of the edge of the public road, highway, street, etc., unless deemed otherwise by the Director. Curbside shall not extend past the road right-of-way or easement except in those cases where the road right-of-way or easement ends at the edge of the traveled way of the road.

Curbside Collector: (a.k.a. – Collections Contractor) The person that has entered into a contract with the County to provide specified solid waste curbside collection services. The solid wastes eligible for curbside service from dwelling units and small businesses are: garbage, household waste, yard waste, recyclables, bulk items, and white goods as defined herein.

-D-

Debris: Includes, but is not limited to, miscellaneous equipment, yard toys, furniture, packaging items, shipping containers, waste tires, construction and demolition (C&D) waste, bricks, blocks, concrete, asphalt, metals, lumber, trees, tree limbs, tree stumps, brush or parts thereof, or stumps, and/or building materials or solid waste of any description that are deemed by the Director or designee to be a nuisance, potentially deleterious to public health, public sanitation and/or public safety.

Department: The Richland County Department of Public Works.

DHEC: The South Carolina Department of Health and Environmental Control.

Director: The Richland County Director of Public Works.

Disposal: The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, whether intentional or unintentional, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Disposal Facility: All contiguous land, structures, other appurtenances and improvements on the land used for treating, storing, or disposing of solid waste pursuant to a solid waste disposal permit issued by DHEC. A facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Domicile: A residential dwelling to include single and multi-family configurations.

Dumpster: A type of movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot. The word is a generic trademark of Dumpster, an American brand name for a specific design.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking, and eating and from which the County would collect solid waste; excludes commercial, industrial and manufacturing establishments.

-G-

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

-H-

Hazardous waste: Those wastes that are defined as hazardous in Section 44-56-20 of the South Carolina Hazardous Waste Management Act.

Household: One or more people who occupy a dwelling unit as their usual place of residence.

Household Hazardous Waste: Any commonly used household hazardous material that is not regulated as hazardous waste when disposed of. This includes, but is not limited to, insecticides, pesticides, petroleum-based paints, lubricants, fertilizers, cleaning agents and polishing compounds. For purposes of this definition, household hazardous waste does not include gasoline or motor oil.

Household Quantities: Quantities of solid waste reasonably generated in the course of typical daily domestic activities from a dwelling unit. Household quantities typically would fit into the assigned roll cart.

-I-

Illegal Dump: A solid waste or debris pile of any size that was placed in an unauthorized location for an unauthorized purpose.

Illegal Pile: A non-compliant pile of solid waste that has not been made compliant for collection over a 15-day period of time and is, therefore, in violation of this ordinance and subject to enforcement action.

Industrial waste: Solid waste generated from industrial or manufacturing processes including, but not limited to, factories and treatment plants.

Intergovernmental Agreement (IGA): An agreement for services between the County and another governmental entity (often contained herein) whether Federal, State, or local and any department, division, unit or subdivision thereof.

-L-

Legal residence: A residential dwelling unit that is occupied by the owner of the dwelling unit, thus designated their legal residence by the county Tax Assessor. Owners may designate only one legal residence in the state.

Litter: Waste products that have been discarded, intentionally or unintentionally, without consent, at an unsuitable location. Includes items blown or thrown from a vehicle or property.

-M-

Materials Recovery Facility (MRF): A specialized facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Mixed Pile: A solid waste pile, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which intermingles incompatible waste types and, therefore, cannot be efficiently collected for transportation and disposal. See also "Non-compliant Pile."

Mixed Waste: The intermingling of incompatible waste types (such as yard waste and garbage).

Municipal Solid Waste (MSW): Everyday items that are used and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. See also "Garbage."

Municipal Solid Waste Management (MSWM): A broad term that describes various policies, procedures, programs, and services that are directly or indirectly related to the safe and efficient management of the Solid Waste Stream on behalf of a Community.

-N-

Non-compliant Pile / Roll Cart: A solid waste pile or Roll Cart, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which does not comply with applicable standards contained herein.

-R-

Recovered Material: Those solid wastes which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream.

Recyclable Material (Recyclables): Those wastes which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. For purposes of this ordinance chapter, only those recyclables specifically listed by the county will be collected for recycling.

Residential / Small Business Curbside Collection Program: An MSWM Program, administered by the County, by which various types of solid waste (garbage, yard waste, recycling, bulk items, and white goods) are picked up by Curbside Collection contractors from single family residences and some small businesses for transportation to an appropriate disposal facility.

Residential Property: Property which contains residential dwelling units other than those defined in this section as apartments.

Roll Cart: A container, mounted on wheels, which is issued to citizens by the County for the storage of garbage or recyclables between pick up by Collection Contractors.

Roll Cart Fee: An individual fee charged for the delivery of a roll cart (garbage or recycling) for a new, or newly re-activated, service in the Residential / Small Business Curbside Collection Program. The fee is for the delivery, handling, and management of the Roll Cart; not for its purchase.

-S-

Sanitary landfill: The method of disposing of solid waste in an SCDHEC Permitted Disposal Facility by the placement of an earth cover thereon which meets the regulations promulgated by that Agency.

Scavenging: Rummaging through, taking or gathering items from County owned or privately owned solid waste management facilities or solid waste containers, including, but not limited to, bags, roll carts, bins, or roll-offs, or dumpsters of solid waste (which also includes recyclables).

Small Business: Any business entity registered with the South Carolina Secretary of State that produces no more garbage and household type waste during any county-defined solid waste collection cycle than will fill two (2) 90-gallon roll carts and has only one location inside the County. A small business becomes an “eligible small business” when a request for curbside collection service has been made and the initial Solid Waste Service Initiation Fee and Roll Cart Fee have both been paid.

Solid Waste: Garbage, household waste, debris, commercial waste, industrial waste, yard waste, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Solid Waste Service Fee (a.k.a. – Residential / Small Business Curbside Collection Program Fee): The annual charge established by County Council for all single family households and eligible small businesses to fund the Residential / Small Business Curbside Collection Program in the Unincorporated Area of the County.

Solid Waste Service Initiation Fee: The initial curbside collection service fee established by County Council for new households or small businesses or to re-establish service for existing single family households and small businesses where service was discontinued and Roll Carts have been removed in the Unincorporated Area of the County. Computed on a *per diem, pro rata* basis and payable before service is commenced.

Solid Waste Stream: The entire life cycle flow of the garbage produced – from putting out the garbage and recycling for pickup to landfilling, energy production, and the reuse of recycled materials.

Special Waste: Items of solid waste permitted in the solid waste stream for disposal, but not collected as part of the Residential / Small Business Curbside Collection Program such as carpet or C&D Debris.

-V-

Vehicle: Any device capable of being moved upon a public highway or road and in, upon or by which any person or property is or may be transported or drawn upon a public highway or road.

-W-

White Goods: Large appliances, usually electrical or natural gas powered, that are used domestically such as refrigerators and washing machines (often white in color).

-Y-

Yard waste: Any and all accumulations of grass, leaves, pine straw, small trees, branches, limbs, brush, shrubs, vines and other similar items generated by the typical maintenance of lawns, shrubs, gardens, and trees from residential properties or eligible small business properties. Includes branches, sticks, and limbs less than four (4) inches in diameter and less than four (4) feet in length.

Sec. 12-3. Enforcement.

- (a) Appointed Solid Waste & Recycling Code Enforcement Officers (hereinafter “Refuse Control Officers”) shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate

article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.

9. (b) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.

Disagree -
Should give to someone
for disposal & I
was heated by
"lettered" but not
intentionally
eg, possibly due
to penalty of
fine

(c) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.

can this hold up legally? If I see furniture, washer or? it's considered "abandoned" @ curb - so how?
is it RC prop?

(d) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming / removal, and transporting of any solid waste in Richland County.

(e) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.

see p. 44 12-66

Sec. 12-4. Penalties. Same as 12-66 & combine so reads same

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation constitutes a separate and distinct offense, unless otherwise specified.

Sec. 12-5. Applicability.

Provisions of this Ordinance shall apply to all Unincorporated areas within the County as well as Municipalities that subscribe to County Solid Waste Management Programs through Intergovernmental Agreement (IGA).

Sec. 12-6. Reserved for Future Use.

Sec. 12-7. Reserved for Future Use.

ARTICLE II. FINANCE

Sec. 12-8. In General.

Richland County shall assess such taxes and fees necessary to manage, administer, and enforce in an equitable and effective manner, a Municipal Solid Waste Management (MSWM) Program as described herein.

Sec. 12-9. Solid Waste Fund.

Richland County shall maintain a Solid Waste Fund for the purpose of paying for a Municipal Solid Waste Management (MSWM) Program, and associated support activities. The Fund shall be maintained through the collection of various fees, taxes, and other revenues such as grants. A fund balance equal to half of the average annual operating costs of the Solid Waste & Recycling Division over the past three-year period shall be the financial goal. Bond revenue for solid waste related capital projects shall be otherwise accounted for and not considered as part of the Solid Waste Fund. Current and future Host County Fee payments for the siting of solid waste facilities within the County shall be directed to the Solid Waste Fund.

Sec. 12-10. Millage.

Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- Countywide-generated residential Municipal Solid Waste (MSW) disposal in a Class Three Landfill
- Administration of a Countywide Solid Waste Management Program
- Countywide-generated residential disposal of C&D Debris and Yardwaste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal / pruning / trimming)
- Operation of County Drop-Off and Recycling Centers
- Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

A schedule of solid waste related fees charged by Richland County is contained in Attachment 'A' to this Chapter. These fees shall be reviewed and established on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of:

- The Residential / Small Business Curbside Collection Program

Disposal of C&D Debris and Yardwaste in a County Operated Landfill (generated by non-residential customers – businesses and governmental entities)
Processing of other specialized recycling material such as Electronic Waste, Tires, or Mattresses

The fee for the Residential / Small Business Curbside Collection Program shall appear on County Real Property Tax Notices. All other fees will be collected or invoiced at the point of sale.

Sec. 12-12. Grants.

The Director of Public Works shall participate in applicable grant programs, either recurring or individual, administered by SCDHEC, or other entities, for the purpose of mitigating local costs and projects associated with MSW Management and solid waste reduction and recycling on behalf of Richland County.

Sec. 12-13. Partial Year Assessments for the Residential / Small Business Curbside Collection Program.

(a) All new service Residential / Small Business Curbside Collection Program customers (new residence or newly activated service) shall be charged a Partial Year Fee for the initial, partial year of curbside collection service received at the designated service level.

(b) Partial year service fees for new residences shall be computed on a pro rata basis and paid along with the Roll Cart Fee following the issuance of the Certificate of Occupancy (CO). *What if you get a CO, it's 4 sale - & not sold for 6 mos +/- why do I pay?*

(c) Thereafter, annual fees will be charged on the Real Property Tax Notice. It shall be the duty of the Auditor to include the assessment with the annual property tax notices.

Sec. 12-14. Annual schedule of fees and assessments.

The Director of Public Works shall, on an annual basis and concurrent with the Budget Process, review and update a Master Schedule of all solid waste fees for the purpose of ensuring adequate revenue for associated, fee-based solid waste management programs established herein. This schedule shall be reviewed and approved by County Council annually.

Sec. 12-15. Determination of assessments; inclusion in tax notice.

(a) The Director of Public Works shall maintain and reconcile, on at least an annual basis, a complete list of all Residential / Small Business Curbside Collection Program customers and their designated program level of service. This list shall serve as the basis for monthly contractor payment and annual tax notice issuance by the Auditor. The levels of service and their associated multipliers follow:

How determined why?

- Standard (S) curbside placement / collection of MSW and Recycling (1.0 multiplier);
- Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
- Disability – Backyard (DB) placement / collection of MSW and Recycling (1.0 multiplier).

(b) These levels of service and their associated multipliers of the uniform fee shall be applied by the Auditor to Annual Real Property Tax Notices.

Sec. 12-16. Reserved for Future Use.

Sec. 12-17. Reserved for Future Use.

DRAFT

ARTICLE III. RESIDENTIAL / SMALL BUSINESS CURBSIDE COLLECTION PROGRAM

Sec. 12-18. In General.

The County shall provide a program of regular collection of Municipal Solid Waste (MSW) from single family residences as well as from eligible small businesses and local entities such as churches and neighborhood facilities within the unincorporated County. This service may be extended to like customers within small municipalities based on Intergovernmental Agreement (IGA) and assessment of program fees. No solid waste of any kind, or roll cart, shall be placed in or near a stormwater drainage course so as to impede the flow thereof. All Roll Carts, piles, and bulk items placed at curbside with the intention of pickup as part of the Residential / Small Business Curbside Collection Program are subject to inspection by County Solid Waste Staff or their agents for compliance with standards contained herein.

Sec. 12-19. Conditions for Residential / Small Business Curbside Collection Program.

Solid Waste collection shall be provided under the following conditions:

- Unincorporated areas of the County, or
- Small Municipalities covered by an IGA for solid waste services, and
- Residential, Single family homes, or
- Residential, Duplexes, Triplexes, or Quadraplexes, or
- Small / home-based businesses located within residential areas, or
- Ancillary facilities located within residential areas such as recreation centers or Churches that generate small volumes of solid waste, or
- Other facilities located within residential areas that generate small volumes of solid waste and, in the judgment of the Director of Public Works, would practically benefit from participation in this program.

Sec. 12-20. Garbage.

Sec. 12-22 Recycling says something as a, b, d - do we need to repeat?

- (a) Garbage shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Garbage shall be collected in the unincorporated portion of the County by roll cart service under the following conditions:

Sec. 12-22 Recycling
same as 1)

One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.

- ? (c) Eligible Small Business entities participating in this program may receive up to two (2) roll carts if requested and paid for. ARE THEY ALSO CHARGED MORE FOR PU OF 2 CARTS VS. RESIDENTS W/ 1 CART?
- ? (d) Roll Carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection. P. 44 12-675 doesn't limit to the near/at road *↳ in rural area many carts remain*
- (e) For residential collection, small quantities of garbage in excess of the capacity of the roll cart will be collected if neatly placed in tied plastic bags and placed at curbside along with the roll cart.

Sec. 12-21. Yard waste.

- (a) Yard waste shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Yard waste shall be collected in the unincorporated portion of the County under the following conditions:

- ? HOW DO WE KNOW WHAT DAY THAT IS
- 1) Yard waste (Sticks, hedge clippings, and small brush) shall be neatly stacked and placed in order to facilitate efficient pick up. A volume roughly equivalent to two (2) roll carts (192 gallons / or a pile measuring approximately six feet (6') in length, three feet (3') in width, and two feet (2') in height) / or six, 30-gallon yard waste bags) shall be placed within six (6) feet of curbside of the nearest public road and shall be collected on a designated day. Yard waste shall not be placed within the traveled way of the road. Bagging, boxing, or bundling of yard waste is encouraged.
 - 2) Larger tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet and stacked in a neat, compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets.
 - 3) Exclusions: Tree trunks, branches and limbs having a length greater than four (4) feet and diameter greater than four (4) inches are not deemed yard waste, thus are not eligible for curbside collection. Waste generated from either a tree removal (including the stump) or de-limbing of a tree greater than four (4) inches in diameter at the tree base at ground level is not considered yard waste, thus is not eligible for curbside collection. Re-sizing waste from a tree removal, from a stump removal or from de-limbing an ineligible tree to make it meet the above dimensions does not make it eligible for curbside collection. Waste generated from clearing a lot or cutting shrubbery back to the stump or trunk is not considered yard waste, thus is not eligible for curbside collection.
- WHY? NOT!

- (c) Dirt, sand, and mulch, other than those small residual quantities incidental to yard waste collection, shall not be accepted for curbside collection.

Sec. 12-22. Recycling. ~~Same as Sec. 12-20 Complete~~

Sec. 12-20

- (a) Recycling shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Recycling shall be collected in the entire unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (d) Authorized recyclable materials previously containing food or beverages shall be properly prepared by the resident prior to placement in the recycling roll cart. Aerosol cans shall be excluded from the recycling stream. Cardboard shall be broken down / flattened for efficient handling and collection. Recycling shall not be mixed with garbage or other contaminants. Recyclable materials shall not be placed in bags.
- (e) Collection Contractors may refuse to collect curbside recycling if the material is found to be contaminated by non-recyclables. Collectors may attach information to the Roll Cart explaining why the material was not collected. The resident shall remove the non-recyclable material identified as contamination before the next scheduled recycling collection day in order to be serviced.
- (f) The Director of Public Works shall, on an annual basis, review the official list of commodities eligible for recycling based on market conditions and recommend additions or deletions to the County Administrator. The Director of Public Information shall lead and manage the public information campaign necessary to this program.

Sec. 12-23. Bulk Items (a.k.a. "Brown Goods").

Residential / Small Business curbside collection customers may request, at no extra charge, the pickup and disposal of Bulk Items such as indoor and outdoor furniture, large yard toys,

mattresses, etc by requesting an appointment for pickup. Bulk Items shall only be placed at curbside following a confirmed, scheduled appointment for pickup and shall not remain at curbside indefinitely. Limit of four items per appointment request. *Any limit on # of X's you can request this?*

Sec. 12-24. White Goods.

White Goods shall be collected and managed in the same manner as Bulk Items. All large appliances, such as refrigerators, shall have doors removed prior to placement at curbside.

Sec. 12-25. Enhanced ("Backyard") Service.

- (a) An enhanced level of service (a.k.a. – "Backyard Service") shall be made available to neighborhoods that request it and have established Homeowners' Association (HOA) covenants supporting same as well as to individual homes in which the occupants cannot physically place their garbage or recycling roll carts at curbside for standard pickup.
- (b) Neighborhoods desiring a higher level of service may request backyard pick-up pursuant to the following conditions:
 - 1) The subdivision must have a duly organized, active Homeowners Association (HOA) and such request shall be made by said association.
 - 2) At the time that the HOA requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant (CPA), or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the President and Secretary of the HOA; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.
 - 3) At the time that the HOA makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.
 - 4) All requests for an enhanced level of service (backyard pick-up) shall be made to the Director of Public Works and approved by the County Administrator.
 - 5) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.
- (c) Disabled citizens may receive enhanced ("backyard") service for roll cart (garbage and recycling) service collection at no extra charge. This special exception may be granted

when the General Manager of Solid Waste & Recycling determines that there is no capable adult readily available who is physically capable of rolling the cart to and from the curb. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.

Sec. 12-26. Uniform Fee Structure.

The Fee Structure used to generate revenue for the Residential / Small Business Curbside Collection Program shall be normalized and uniform throughout all areas served (Unincorporated County and Small Municipalities through IGAs) such that variations in collection area locations, collection contractor bids, or development density do not cause undue financial burden to individual customers. The Director of Public Works shall, on an annual basis, update the calculation of the fee in advance of annual distribution of real property tax notices. A multiplier to the uniform fee for basic service shall be applied for neighborhood Enhanced (“Backyard”) Service. A sample calculation is contained in Attachment ‘B’ to this Chapter.

Sec. 12-27. Small Business (Quasi-Residential) Service.

(a) Though the intent of the Residential / Small Business Curbside Collection Program is to primarily serve single family residential customers, there are others for whom providing this service is appropriate, convenient, and efficient. Such quasi-residential customers are generally referred to as “eligible small businesses” (even though they might not technically be a “small business”, *per se*) and may include:

- Duplex through Quadraplex residential customers;
- Other residential customers besides Apartments;
- Neighborhood pavilions or recreation centers;
- Small, home-based businesses;
- Small local government facilities such as fire / EMS stations;
- Churches.

(b) Additionally, in order to participate in this program, such facilities must:

- Be physically located along an established residential collection route;
- Generate quantities and types of solid waste consistent with typical single family residences;
- Pay all associated solid waste fees and taxes;
- Be approved by the Director of Public Works for participation in the program.

Sec. 12-28. Roll Carts.

Roll Carts of approximately 96-gallon capacity shall be used in the collection of solid waste when deemed efficient and effective. Roll Carts shall be purchased, owned, delivered, and collected by the County or its designated agent. Fees may be charged for initial Roll Cart delivery or

Repeat

replacement. A fee for repair, replacement and delivery may be charged to the home owner in the event of damage or destruction due to negligence or theft. Roll Carts shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide by the user thereof, if necessary, to prevent nuisance.

also include

Sec. 12-29. Items ineligible for Residential / Small Business Curbside Collection Service.

- (a) Dead animals. Dead animals shall not be collected. Dead household pets shall be collected by the County Department of Animal Care if placed in plastic bags at curbside and if that Department is notified. Proper disposal of all other dead animals shall be the responsibility of property owners.
- (b) Building materials. The County shall not be responsible for collecting or hauling discarded building material, dirt, rock, or industrial and hazardous waste.

Sec. 12-30. Exemption from roll cart service and fees for disabled homeowners.

- (a) An exemption from roll cart service and fees for disabled homeowners in the unincorporated areas of the county is available. Such handicapped homeowners shall apply for said exemption to the General Manager of Solid Waste & Recycling. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.
- (b) The Director of Public Works shall recommend approval or denial of the handicapped homeowner's application for exemption from roll cart service and fees. Final approval or denial of exemption from Roll Cart service and fees shall be made by the County Administrator.

ARTICLE IV. DROP-OFF CENTERS AND SPECIAL COLLECTION EVENTS

Sec. 12-33. In General.

The Director of Public Works may maintain additional solid waste facilities and conduct such special events for the purpose of augmenting the efficient collection of various types of Solid Waste and recyclable materials from County residential customers. These facilities may collect materials that are permitted in the waste stream for disposal or recycling, but not included for collection at curbside. These facilities shall not receive garbage. These facilities shall not receive any waste generated outside of the County. Only County residents are authorized to use County Operated Drop-Off Centers.

Sec. 12-34. Construction & Demolition (C&D) Debris.

Drop-Off Centers may accept for disposal or recycling Construction & Demolition (C&D) Debris generated by County Residents, performing home improvement projects on their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-35. Yard waste and landscaping debris.

Drop-Off Centers may accept for disposal, Yard Waste and Landscaping Debris generated by County Residents, performing yard maintenance at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-36. Recycling.

Drop-Off Centers may accept for recycling, various items, generated by County Residents at their domiciles. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-37. Bulk Items.

Drop-Off Centers may accept for disposal, Bulk Items generated by County Residents at their domiciles. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-38. White Goods.

These must all be set out so people know in advance & don't show up w/ 4 items & told they're limited to 3

& 12-39 next page

Drop-Off Centers may accept for disposal, White Goods generated by County Residents at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-39. Special Collection Events.

The Director of Public Works may conduct on occasion, either on an individual basis or in partnership with municipalities or neighboring counties, Special Collection Events to promote the proper collection and disposal or recycling of items such as paint, household hazardous waste, sensitive documents for shredding, tires, electronic waste (eWaste), and scrap metal / white goods. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-40. Community "Clean Sweep" Events.

The Director of Public Works may conduct a program to support volunteer citizens efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Reserved for Future Use.

ARTICLE V. RECYCLING

Sec. 12-42. In General.

- (a) The County shall, consistent with State Law, conduct a program of residential recycling in order to:
- Conserve Natural Resources and Landfill Space;
 - Promote economic development and security;
 - Protect the environment;
 - Conserve energy
- (b) The County shall also promote and encourage commercial and business recycling. Participation in recycling programs is encouraged and voluntary.

Sec. 12-43. Residential Recycling.

Residential recycling will primarily be promoted through the Residential / Small Business Curbside Collection Program and may be supplemented through collections at Special Collection Events and Drop Off Centers.

Sec. 12-44. Commercial and Business Recycling.

Commercial and Business Recycling will primarily be promoted through education and voluntary reporting.

Sec. 12-45. Commodities.

The Director of Public Works shall, on an annual basis, and in consultation with the General Manager of Solid Waste & Recycling, recommend to the County Administrator, a list of commodities to be included in the Residential / Small Business Curbside Collection Program. This recommendation shall be based on forecasts of recycling commodities' market conditions. The County Director of Public Information shall promote and publicize current information regarding commodities for recycling.

Sec. 12-46. Recovered Materials.

Materials collected through all County Recycling Programs are County property. The County shall ensure the services of a Materials Recovery Facility (MRF) in order to process recovered materials

for recycling. Any revenue generated from the sale of recovered materials shall be deposited into the Solid Waste Fund.

Sec. 12-47. Reporting.

The County shall account for and report recycling activity in a form and manner consistent with State and Federal law.

Sec. 12-48. Reserved for Future Use.

Sec. 12-49. Reserved for Future Use.

DRAFT

ARTICLE VI. TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Sec. 12-50. In General.

The transportation and disposal of solid waste shall be conducted by authorized personnel and in accordance with all applicable State and Federal Laws.

Sec. 12-51. Transportation of Solid Waste.

- (a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking, or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be a violation of this article for any person not authorized by the County to collect and haul any refuse other than that arising from his or her own accumulation within any area of the County in which solid waste collection service is provided by the County.

Sec. 12-52. Use of County operated solid waste management facilities.

Only County residents or specifically authorized agents of the County (*i.e.* – Curbside Collection Contractors) are authorized to use County operated solid waste management facilities, including landfills, as determined by the Director of Public Works. Such solid waste management facilities shall, under non-emergent conditions, only accept solid waste that is generated within the County. Fees ~~may~~ be charged in a consistent, uniform, and equitable manner.

will - Don't do for free

Sec. 12-53. Garbage.

Garbage shall only be disposed of in an appropriate Class Three Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-54. Construction & Demolition (C&D) Debris.

C&D Debris shall only be disposed of in an appropriate Class Two Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-55. Other Common Waste Types.

Other commonly generated waste types, such as Electronic Waste (e-waste), Tires, Mattresses, or “Household Quantities” of Hazardous Waste shall be accepted and disposed of (or recycled) by the County in appropriate manners at permitted facilities.

Sec. 12-56. Reserved for Future Use.

Sec. 12-57. Reserved for Future Use.

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ARTICLE VIII. ENFORCEMENT

Sec. 12-58. In General.

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

Sec. 12-59. Littering.

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

Sec. 12-60. Illegal Dumping.

- (a) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (b) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for stormwater management.

Sec. 12-61. Covering vehicle loads.

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

Same as 12-51

Sec. 12-62. Debris on Lots.

- (a) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

not in definition

?

(2) You can own 100 acres & have a pile of recyclable materials. If you'll get rid of when you have enough - is it a viol? Only in developments

(1) Define

(b) Duty of owner, etc, to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

(c) Notice to owner, etc, to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(d) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.

(e) Removal by County. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

Sec. 12-63. Scavenging.

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

Sec. 12-64. Evictions.

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential / Small Business Curbside Collection Program.

Must be sent to same address as tax notice is sent.

omit 10 days of signature - DO NOT POST EVER

to no court

certified

Sec. 12-65. Collected Solid Waste is County Property.

Once picked up for collection from the Residential / Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

Sec. 12-66. Penalties. — see 12-4

- (a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

Sec. 12-67. Miscellaneous Enforcement Provisions.

- (a) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping. *Will certified letter be sent to it allow 15?*
- (b) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (c) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

- 2 (d) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the Refuse Control Officers when requested by said Officer.
- (e) Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (f) It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (g) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (h) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.
- (i) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- inserted previously* (j) It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

ARTICLE IX. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Sec. 12-68. In General.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all Federal and State rules and regulations, and all local zoning land use and other applicable local ordinances.

Attachments.

Attachment A – Annual Solid Waste Fee Schedule (Sample)

Attachment B – Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Department of Public Works (DPW)
 Solid Waste & Recycling Division (SWR)
 FY-2X Annual Solid Waste Master Fee Schedule (Sample)
 Updated: 22-Jun-21

see p 47

Residential / Small Business Curbside Collection Fee (Standard Level of Service) *	\$ 323.70	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service) *	\$ 582.66	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service / Disability) *	\$ 323.70	Per Roll Cart Serviced	Annually
Construction & Demolition (C&D) Debris	\$ 24.00	Per ton	
Yard Waste / Land Clearing Debris	\$ 24.00	Per ton	
Bulk Items / Brown Goods	\$ 24.00	Per ton	
Roll Cart Fee	\$ 68.00	Per Roll Cart Serviced	
White Goods / Scrap Metal	\$ 24.00	Per ton	
Waste Tire	\$ 15.00	Per ton	Or \$1.50 each
Mattress / Box Springs	\$ 24.00	Per ton	
Electronic Waste (Broken Televisions or Monitors)	\$ 0.72	Per pound	
Electronic Waste (Intact Televisions or Monitors)	\$ 0.33	Per pound	
Electronic Waste (All other ewaste)	\$ 0.20	Per pound	

Notes - * Initial Solid Waste Service Initiation Fee shall be calculated on a pro rata, per diem basis.

(ATTACHMENT 'A')

**Department of Public Works (DPW)
Solid Waste & Recycling Division (SWR)**

FY-2X Annual Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)
Updated: 27-Oct-21

Collection Area	# Customer Roll Carts	Bid Price / Roll Cart (\$)	Total Monthly Cost (\$)	Comments
1	18,348	20.00	366,960.00	
2	10,350	22.13	229,045.50	Includes the Town of Blythewood
3	15,678	18.50	290,043.00	
4	17,716	19.23	340,678.68	
5A	8,627	21.60	186,343.20	
5B	1,689	19.78	33,408.42	
6	10,529	19.61	206,473.69	
7	5,877	20.48	120,360.96	
Total	88,814		\$ 1,773,313.45	

Total Monthly Program Cost \$ 1,773,313.45

Total Annual Program Cost \$ 21,279,761.40

Annual Cost Per Roll Cart Serviced \$ 21,279,761.40 / 88,814 = 239.60

Monthly Cost Per Roll Cart Serviced \$ 239.60 / 12 = 19.97

Enhanced (Backyard) Level of Service Multiplier

\$ 19.97 / X 1.8 = 35.94

46
per p. 1
Approved

Annual Cost (Standard Level of Service) \$ 239.60

Annual Cost (Enhanced Level of Service) \$ 431.28

(Signature)
Certified True and Correct:
County Administrator
(Insert certification date)

* Note - "Bid Price" is the original bid price as adjusted annually through the application of the CPI through the life of the contract.

(ATTACHMENT 'B')

Department of Public Works (DPW)

Solid Waste & Recycling Division

Richland County Code of Ordinances, Chapter 12 Re-write

Summary of Changes

Updated: 7/13/21

Existing Ordinance			New Ordinance
Article	Section	Title	Comment
I		In General	
	12-1	Dumping within rights-of-way prohibited	Sec 12-60
	12-2	Litter Control	Sec 12-59
	12-3	Scavenging through greenboxes	Sec 12-63
	12-4	Debris on lots	Sec 12-62
	12-5	Penalties	Sec 12-66
	12-6	County landfills not accept garbage, refuse and other waste material generated outside county	Sec 12-52
	12-7	Reserved	NA
	12-8	Reserved	NA
	12-9	Reserved	NA
	12-10	Reserved	NA
II		Collection and Disposal	
	12-11	Applicability	Sec 12-19
	12-12	Definitions	Sec 12-2
	12-13	Administration and enforcement	Sec 12-3
	12-14	General conditions for granting contracts for residential and small business solid waste collection	Redundant - Removed
	12-15	Conditions for residential and small business solid waste collection - Garbage	Sec 12-20
	12-16	Conditions for residential and small business solid waste collection - Yard trash and other household articles	Sec 12-21
	12-17	Additional levels of residential solid waste collection	Sec 12-25
	12-18	Preparation and storage of residential and/or small business solid waste for collection	Sec 12-18
	12-18.1	Exemption from roll cart service and fees for handicapped homeowners	Sec 12-30
	12-19	Transportation of refuse	Sec 12-51
	12-20	Items not covered in residential or small business solid waste collection service	Sec 12-29
	12-21	Unlawful disposal generally	Sec 12-58
	12-22	Collected refuse is county property	Sec 12-65
	12-23	Assessment for residential solid waste collection and small business solid waste collection	Sec 12-13
	12-24	Determination of assessments; inclusion in tax notice	Sec 12-15
	12-25	Lien; hearing required to raise lien amount of charge	Obsolete - Removed
	12-26	County landfill fees	Sec 12-11
	12-27	Corrugated cardboard banned from all landfills	Obsolete - Removed
	12-28	Out-of-county waste banned from all county landfills	Sec 12-52

12-29	Reserved	NA
12-30	Reserved	NA
12-31	Reserved	NA
12-32	Reserved	NA
12-33	Reserved	NA
12-34	Reserved	NA
12-35	Reserved	NA
12-36	Reserved	NA
12-37	Reserved	NA
12-38	Reserved	NA
12-39	Reserved	NA
12-40	Reserved	NA

III	Construction, Modification, Expansion, and/or Operation of Solid Waste Management Facilities, Benefical...		
	12-41	Federal, state and local law	Sec 12-68
	12-42	Reserved	NA
	12-43	Reserved	NA
	12-44	Reserved	NA
	12-45	Reserved	NA
	12-46	Reserved	NA
	12-47	Reserved	NA

Richland County Council Request for Action

Subject:

Richland County Conservation Commission - Cabin Branch Property Purchase

Notes:

December 16, 2021 – The D&S Committee recommended Council approve the Conservation Commission’s purchase of the Cabin Branch property (60 Acres).

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Quinton Epps		Title:	Division Manager	
Department:	Community Planning & Development		Division:	Conservation	
Date Prepared:	November 18, 2021		Meeting Date:	December 16, 2021	
Legal Review	Elizabeth McLean via email		Date:	December 09, 2021	
Budget/Finance Review	Stacey Hamm via email		Date:	December 02, 2021	
Approved for consideration:	Assistant County Administrator		Aric A Jensen, AICP		
Committee	Development & Services				
Subject:	Conservation Land Purchase				

STAFF'S RECOMMENDED ACTION:

Richland County Conservation Commission (RCCC) requests County Council (Council) approve the final purchase agreement for 60 acres (R24600-01-33) adjacent to existing county owned property for conservation purposes.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds are currently available in the RCCC budget from Acquisitions (1209451000-5301000) \$145,225.00 and (1209451000-526500) Professional Services \$159,775.00 for the total appraised value of \$305,000.00 (Attachment 1 (R24600-01-33 Appraisal), plus an estimated \$8,000.00 from (1209451000-526500) Professional Services in closing costs to be determined during closing. This will require a budget transfer from 1209451000-536500 Professional Services to 1209451000-5301000 Acquisitions to complete the purchase.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin; this request originated from the Richland County Conservation Commission.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The RCCC requests approval for the purchase of the 60 acre property (R24600-01-33) for the appraised value of \$305,000.00 which converts to \$5,083.33 per acre. Please see Attachment 2 (General Area Map) and 3 (Parcel Map Area) for additional location information. The property to be purchased as well as the existing properties are located in the upper areas of the Myers/Cabin Branch watershed (Attachment 4 Myers Cabin Branch Watershed map) which is listed in the RCCC Conservation Easement Strategic Plan as Priority Area 1 (Attachment 5 RCCC CE Strategic Plan Dec 2017) because the Green Infrastructure analysis found it contains several high-ranking core habitats. It is upstream of an important wildlife corridor which includes habitats for rare, threatened and endangered species such as the swamp rabbit, barn owl, Rafinesques's big-eared bat, Carolina bogmint, and Awned meadow beauty. The property is adjacent to approximately 512 acres of existing conservation property which contains approximately 9,800 linear feet of stream, 145 acres of floodplains and wetlands for conservation purposes. The purchase of the additional property will add approximately 30 acres of floodplains and wetlands and 3,426 linear feet of stream to this conservation area. Because it is adjacent to and in-between existing conservation property and within one of the RCCC's priority conservation areas this purchase will greatly augment conservation areas within this watershed.

These waters include Cabin Branch, Myers Creek, Cedar Creek through the Congaree National Park, and then eventually the Congaree which are currently classified as impaired by the South Carolina Department of Health and Environmental Control (SCDHEC). Conservation of upland buffers, wetlands, floodplains and streams in the upper portions of watersheds is extremely important for overall watershed health. Because of their location within the watershed and their ability to filter stormwater runoff and store flood waters preserving these areas can significantly improve overall water quality in these impaired waters and reduce the risk of flood damage during natural disasters overtime.

County Council has not taken action on this purchase request before nor does it require an ordinance amendment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. R24600-01-33 Appraisal
2. General Area Map
3. Parcel Area Map
4. Myers Cabin Branch Watershed Map

5. RCCC CE Strategic Plan Dec 2017

SC APPRAISAL SERVICE LLC
 PO BOX 210545
 COLUMBIA, SC 29221-0545
 803-798-8621
 74-3073556

INVOICE	09/24/2021 DATE	C2173026 FILE NUMBER	246000133 CASE NUMBER
----------------	--------------------	-------------------------	--------------------------

Client: Richland County
 2020 Hampton Street
 3rd Floor, Rm 3063A
 Columbia, SC 29204

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 700.00

Intended User: UNKNOWN
 Air Base Road R24600-01-33
 Hopkins, SC 29061-8764
 PR E-170 Crop Land - C3

Total: \$ 700.00

Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
09/24/2021	08/11/2021	JAMES T. WHEAT		C2173026	

FROM: Richland County 2020 Hampton Street 3rd Floor, Rm 3063A Columbia, SC 29204	PROPERTY: Intended User: UNKNOWN Air Base Road R24600-01-33 Hopkins, SC 29061-8764	Amount Due \$ <u>700.00</u>
---	--	---------------------------------------

TO: Attention: SC APPRAISAL SERVICE LLC PO BOX 210545 COLUMBIA, SC 29221-0545	Amount Enclosed \$ _____
---	------------------------------------

Balance Due upon receipt of Invoice
 Please return this portion with your payment. Thank You!

LAND APPRAISAL REPORT

246000133
File No. C2173026

IDENTIFICATION

Owner Horrell Hill Partnership Census Tract 119.01 Map Reference Richland Cty
 Property Address Air Base Road R24600-01-33
 City Hopkins County Richland State SC Zip Code 29061-8764
 Legal Description PR E-170 Crop Land - C3
 Sale Price \$Unknown Date of Sale Unknown Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$184.00 (yr.)
 Client Richland County Address 2020 Hampton Street, 3rd Floor, Rm 3063A, Columbia, SC 29202
 Occupant Vacant Appraiser JAMES T. WHEAT Instructions to Appraiser Est market Value
 Intended User: UNKNOWN Intended Use: Estimate of Market Value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input checked="" type="checkbox"/> Slow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>20</u> % 1 Family	<u>80</u> % 2-4 Fam	<u>0</u> % Apts.	<u>0</u> % Condo	<u>0</u> % Commercial	<input type="checkbox"/>	<input type="checkbox"/>
100.000000	<u>0</u> % Industrial	<u>0</u> % Vacant	<u>0</u> %	<u>0</u> %	<u>0</u> %	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input checked="" type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(*) From <u>Undeveloped</u> To <u>Developed</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>0</u> % Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	<u>\$ 95,000</u> to <u>\$ 350</u>	Predominant Value <u>\$ 275</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>85</u> yrs.	Predominant Age <u>55</u> yrs.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) No unfavorable factors that adversely effect marketability observed. The subject is in the Horrell Hill Area of S C.

SITE

Dimensions See Attached Plat information = 60.00 ac Corner Lot
 Zoning Classification T-1 & Crop Land C-3 RU Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Undeveloped
 Elec. Public Other (Describe) _____
 Gas Individual
 Water _____
 San. Sewer Individual
 Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface Asphalt
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Gradual Slope
 Size Larger than typical, Not adverse.
 Shape Somewhat Rectangular
 View Agriculture/Woods/Avg
 Drainage Unknown
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Site is irregular, somewhat triangular, in size and shape; Majority of topography is limited for single-family residential development.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Air Base Road Hopkins, SC 29061-8764	5416 Cabin Creek Rd Hopkins S C 2906-19745		116 Rail Farm Ct Hopkins S C 29061-		Cabin Creek,tm#24500/06/10 Hopkins S C 29061-	
Proximity to Subj.		1.53 miles SW		2.88 miles S		1.44 miles S	
Sales Price	\$ Unknown	\$ 40,000		\$ 19,900		\$ 95,000	
Price	\$ Unknown	\$ 5,747		\$ 2,775		\$ 6,432	
Data Source	Richland Cty	CMLS/Pub Rec/Fd Obs		CMLS/Pub Rec/Fd Obs		CMLS/Pub Rec/Fd Obs	
Date of Sale and Time Adjustment	DESCRIPTION: None	DESCRIPTION: None	+ (-)\$ Adjustment	DESCRIPTION: None	+ (-)\$ Adjustment	DESCRIPTION: None	+ (-)\$ Adjustment
Location	Rural	Rural		Rural		Rural	
Site/View	Timber View	Timber View		Pastural View		Pastural View	
Site Area	60.00 ac	6.96 Acres	+265,200	7.17 acres	+264,150	14.77 acres	+226,150
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 265,200		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 264,150		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 226,150	
Indicated Value of Subject		Gross 663.0% Net 663.0% \$ 305,200		Gross 1327.4% Net 1327.4% \$ 284,050		Gross 238.1% Net 238.1% \$ 321,150	

Comments on Market Data: All sales comparisons used are closed sales. Appropriate adjustments have been made for observed differences and were extracted from the market.

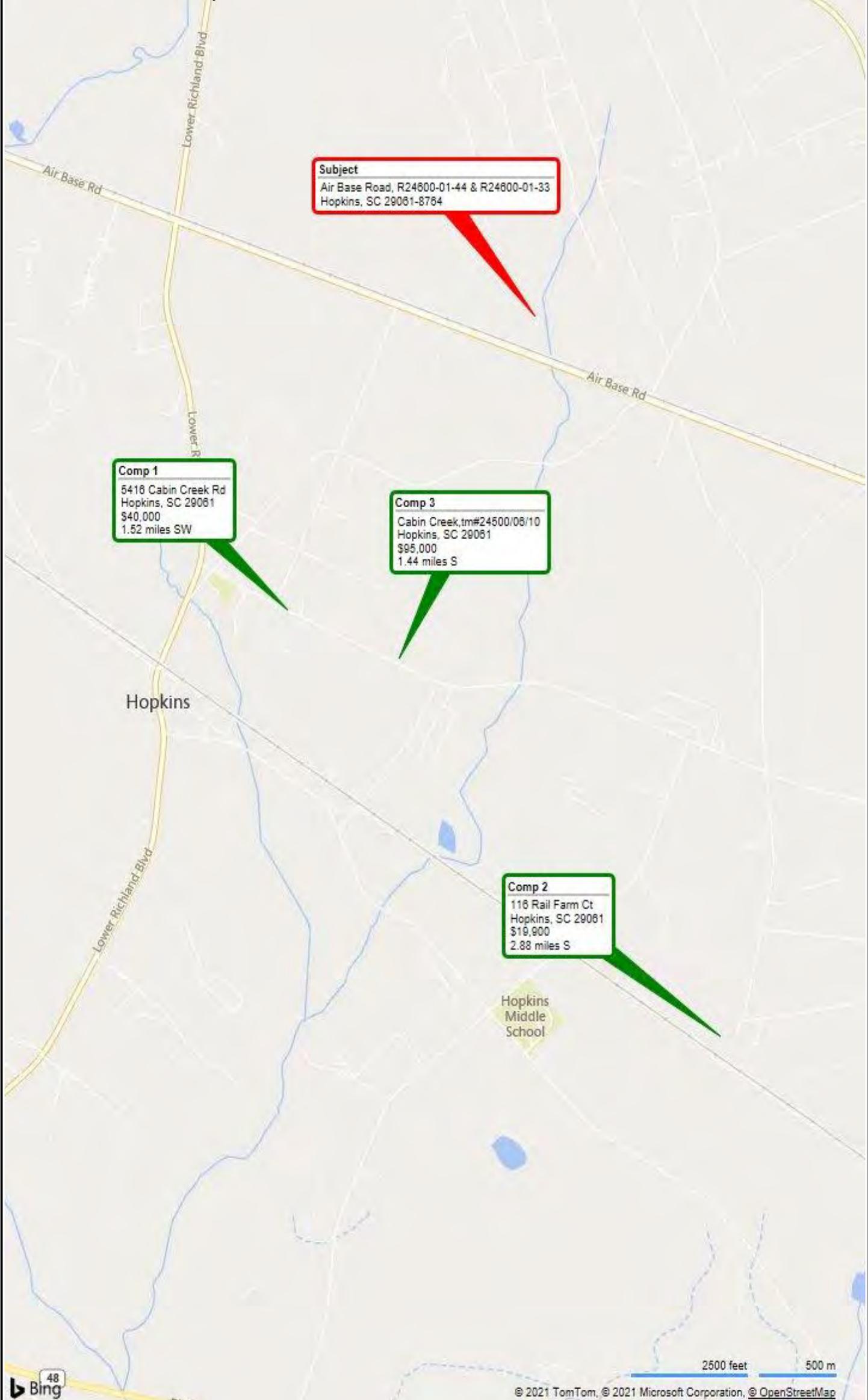
RECONCILIATION

Comments and Conditions of Appraisal: Sale comparisons are closed sales, located in the same market area, and have similar conditions. Environmental factors that typically have a negative influence on value were not observed or known. Site adjustments based on \$5,000/acre.

Final Reconciliation: The market approach is the best indicator of value, which shows the typical buyer and seller reaction in the marketplace.

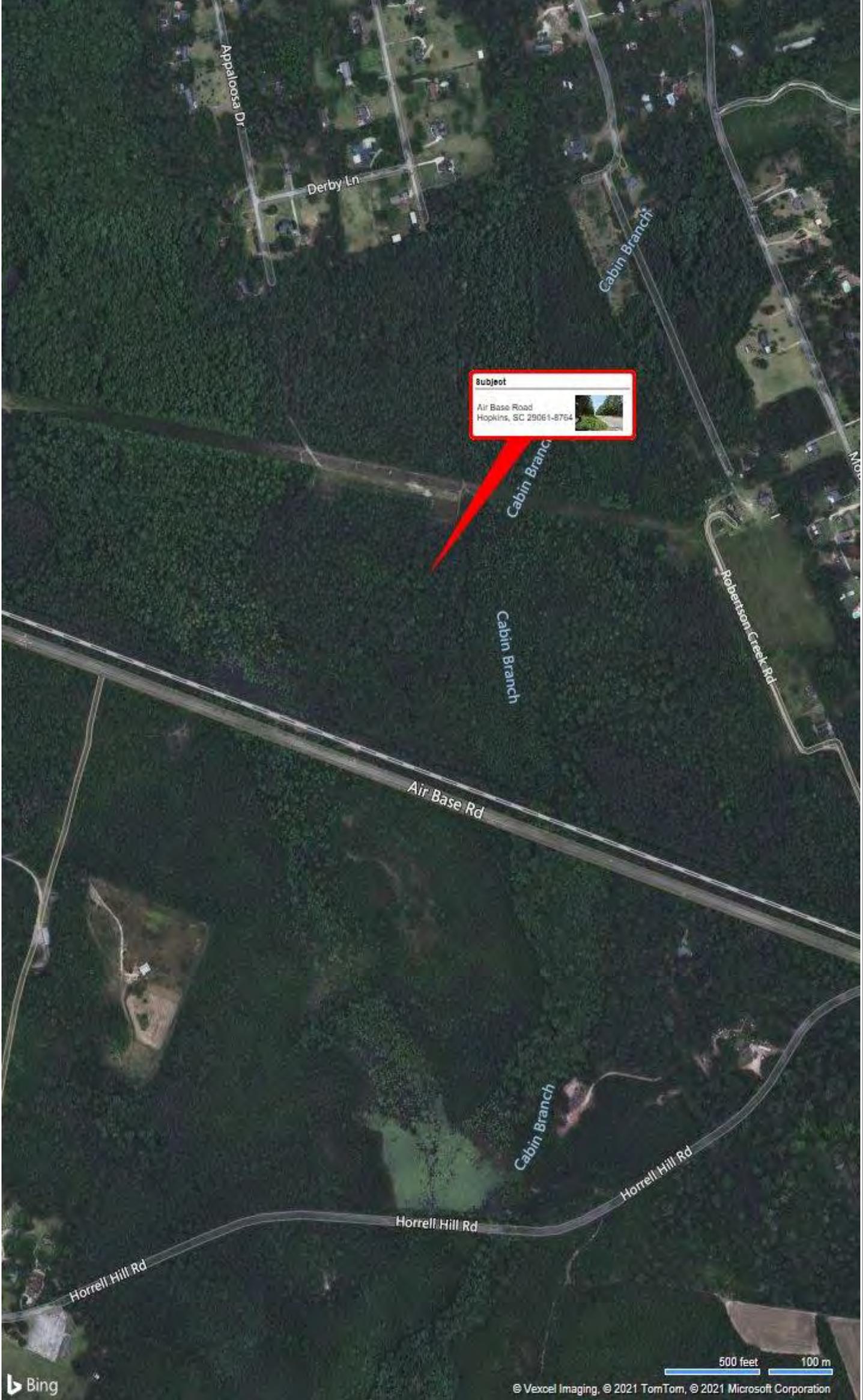
Location Map

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



Aerial

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



FLOOD MAP

Intended User	UNKNOWN		
Property Address	Air Base Road R24600-01-33		
City	Hopkins	County	Richland
		State	SC
		Zip Code	29061-8764
Client	Richland County		



Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

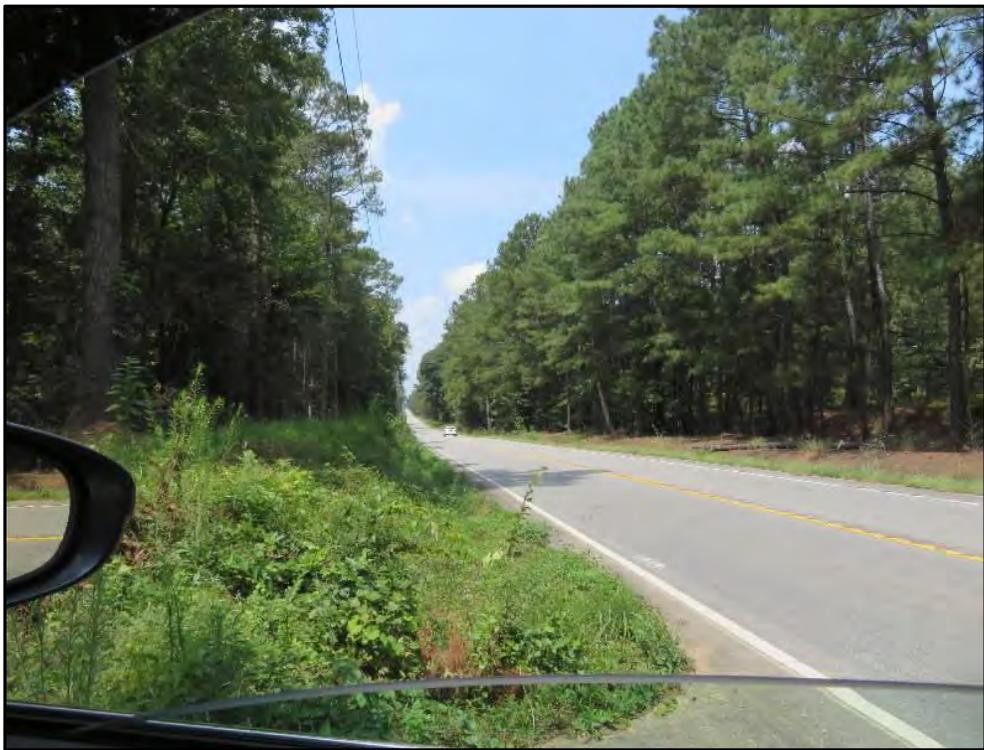
Flood Zone Determination

Latitude: 33.926868
Longitude: -80.849728
Community Name:
 RICHLAND COUNTY
Community: 450170
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: Yes
Zone: X **Map #:** 45079C0415L
Panel: 0415L **Panel Date:** 12/21/2017
FIPS Code: 45079 **Census Tract:** 119.01

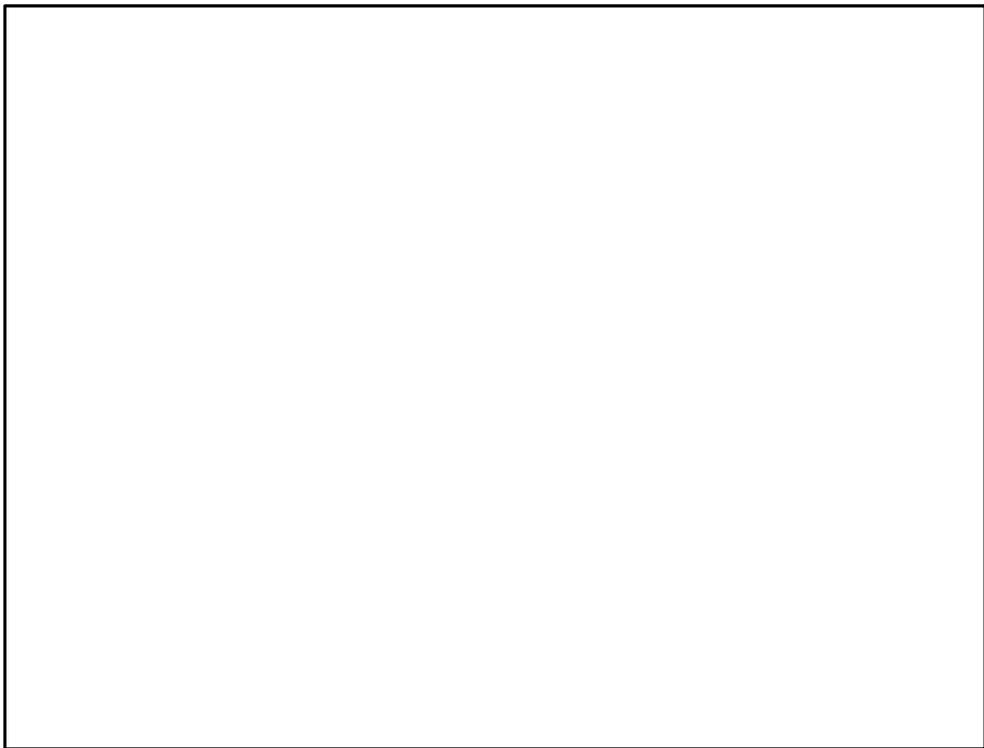
This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

PHOTOGRAPH ADDENDUM

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



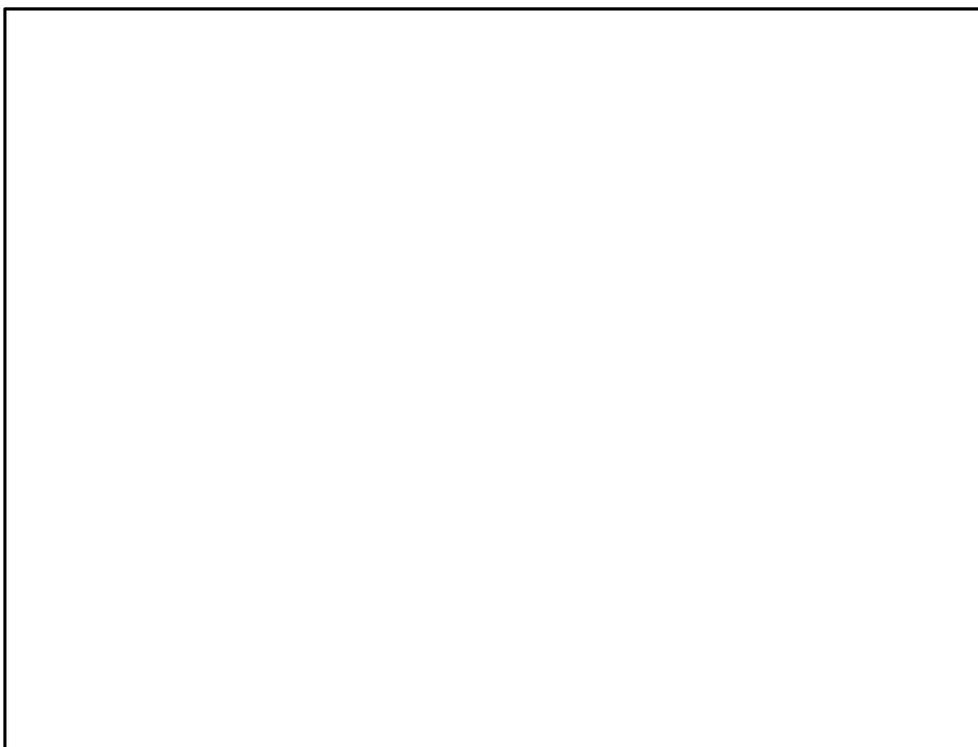
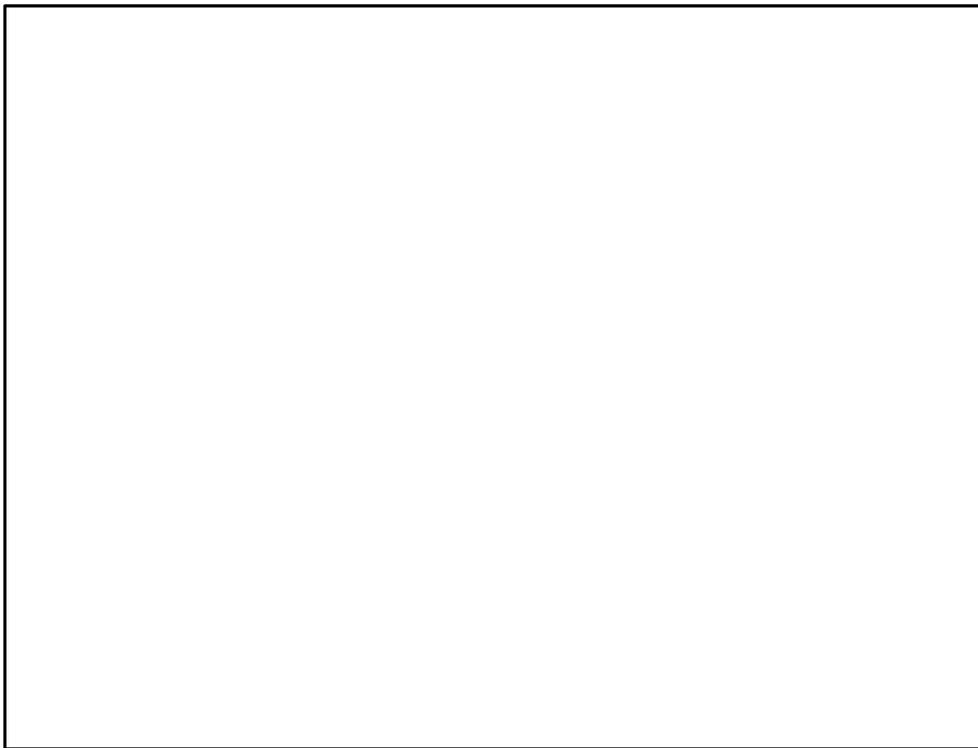
**FRONT VIEW OF
2ND SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Intended User UNKNOWN
Property Address Air Base Road R24600-01-33
City Hopkins County Richland State SC Zip Code 29061-8764
Client Richland County



Plat
24600-01-33



This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

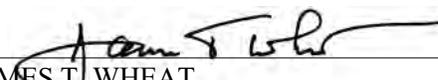
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name JAMES T WHEAT
 Company Name SC APPRAISAL SERVICE LLC
 Company Address PO BOX 210545
COLUMBIA, SC 29221-0545
 Telephone Number 803-798-8621
 Email Address scappraisalservice@sc.rr.com
 Date of Signature and Report 09/24/2021
 Effective Date of Appraisal 08/11/2021
 State Certification # CR 467
 or State License # _____
 or Other _____ State # _____
 State SC
 Expiration Date of Certification or License 06/30/2022

ADDRESS OF PROPERTY APPRAISED
Air Base Road R24600-01-33
Hopkins, SC 29061-8764
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 305,000
 CLIENT
 Name NO AMC
 Company Name Richland County
 Company Address 2020 Hampton Street
3rd Floor, Rm 3063A Columbia, SC 29204
 Email Address n/a

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
Date of Inspection _____
- Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
Date of Inspection _____



LIA Administrators & Insurance Services



**APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS

Aspen American Insurance Company

(Referred to below as the "Company")
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued Policy Number Previous Policy Number

4/9/2021 AA1008220-07 AA1008220-06

THIS IS A **CLAIMS MADE AND REPORTED POLICY**. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 127110
Named **Insured**:
SC APPRAISAL SERVICE, LLC
Aero Realty LLC
James T. Wheat
652 Bush River Road Suite 210
Columbia, SC 29210

2. **Policy Period**: From: 04/18/2021 To: 04/18/2022
12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible**: \$1000 Each Claim

4. **Retroactive Date**: 04/18/1996

5. **Inception Date**: 04/18/2015

6. **Limits of Liability**: A. \$500,000 Each Claim
B. \$1,000,000 Aggregate

Subpoena Response: \$5,000 Supplemental Payment Coverage
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage
Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800 334 0652, P.O. Box 1519, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$1,285.00
10.	Forms attached at issue: LIA002 (04/19) LIA SC (05/19) LIA012 (05/19) LIA020 (05/19) LIA023 (05/19) LIA131 (05/19) LIA140 (05/19) LIA164 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

04/09/2021

Date



By

Authorized Representative

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: SC APPRAISAL SERVICE, LLC
Acro Realty LLC
James T. Wheat

Policy Number: AAI008220-07
Effective Date: 04/18/2021
Customer ID: 127110

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV, **DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date
James T. Wheat	04/18/2021
Vivian M. Baxter	04/18/2021

All other terms, conditions, and exclusions of this Policy remain unchanged.

State of South Carolina BCD 1371947
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

JAMES T WHEAT

Is hereby entitled in practice as a:
Certified Residential Appraiser

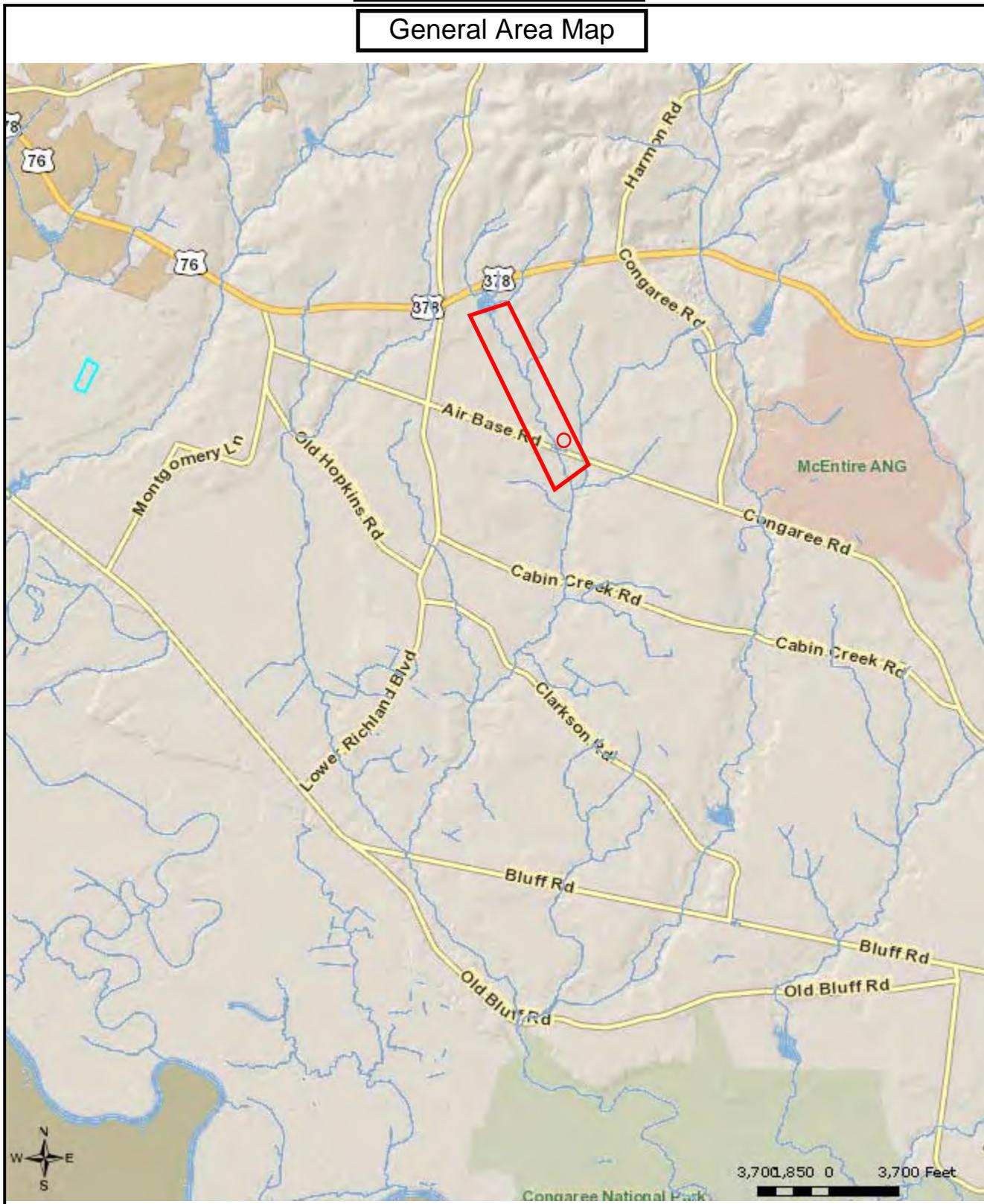
License Number: 467

Expiration Date: 06/30/2022
POCKET CARD


Laura L. Smith
Administrator

Attachment 2

General Area Map



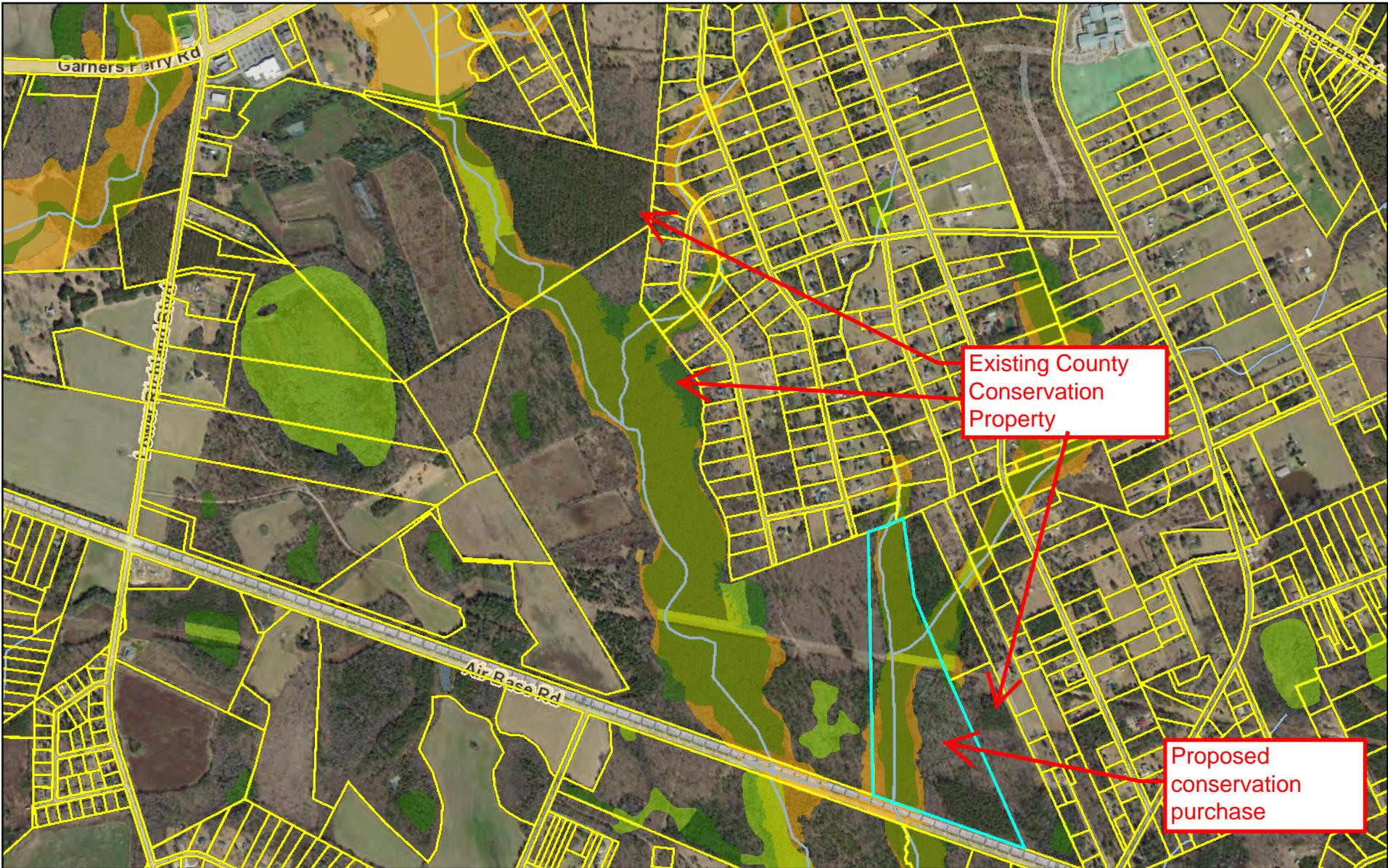
COPYRIGHT 2009, RICHLAND COUNTY GIS



DISCLAIMER : THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.

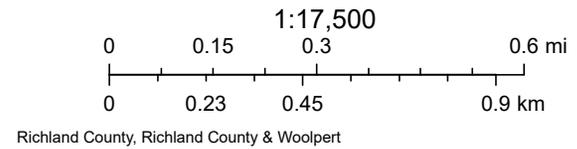


Attachment 3 - Parcel Area Map

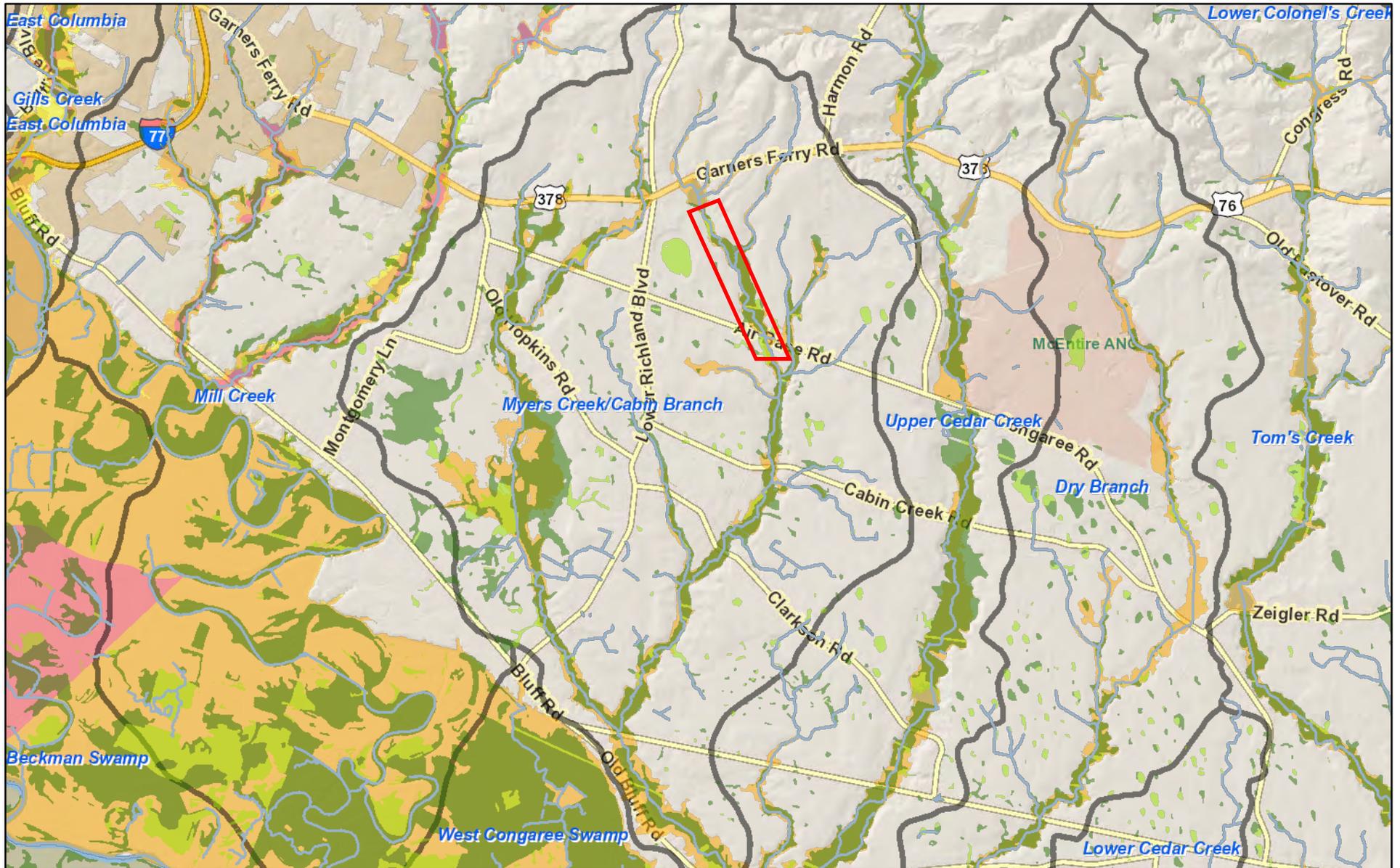


November 17, 2021

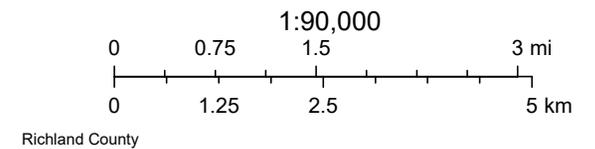
- | | | |
|------------------|------------------|----------------------|
| FEMA Flood Zones | 500 Year | NON-FORESTED WETLAND |
| 100 Year | NWI Inventory | Streams |
| Floodway | FORESTED WETLAND | Parcels |



Attachment 4 - Myers/Cabin Branch Watershed Map



November 18, 2021



RCCC Conservation Easement Program Strategic Plan

Background

Richland County Conservation Commission (RCCC) was established by ordinance in 1998 as a response to Council and community concerns about environmental quality, loss of rural lands, and the need to protect our quality of life through the conservation of the natural, historical, and cultural resources that make Richland County a unique and desirable place to live. The ordinance provides various approaches for the protection of natural, cultural or historical properties or resources, including: purchase of resources for public ownership or other protective ownership; acquisition of conservation easements to protect resources; the acceptance by donation or bargain sale of properties or resources; and the negotiation of leases or conservation easements.

Conservation easements are a well-established means of protecting natural areas and conservation values significant to the public such as farm and forest land, wildlife habitat, stream buffers, and scenic open space, while preserving private ownership. Landowners voluntarily relinquish the right to subdivide their property and retain rights to farm, timber, and recreate. Because the landowner has “donated” specific property rights, the conservation easement may qualify as a tax-deductible charitable gift and the landowner may be able to use federal and state tax incentives. The easement is permanent, remaining in force when the land changes ownership. Easements must be held by a governmental agency or a qualified land trust.

Purchase of Development Rights

Increasingly, federal, state, and local governmental agencies use a Purchase of Development Rights program as a tool for conserving natural areas. The agency pays the landowner a portion of the easement value and a conservation easement is placed on the land permanently limiting development. The purchase of development rights is more cost effective for government if the goal for conserving the property does not include providing public access. Easement costs are less expensive than acquiring fee title, having to maintain the property, and losing tax revenue when the land becomes public. For many landowners, the cash incentive is more useful than the tax benefits, especially those who are land rich and cash poor. Selling or donating development rights can reduce estate taxes thereby making it less costly to keep the land in the family. Easements on agricultural lands can make farms more affordable for new and beginning farmers.

The Natural Resources Conservation Service under the US Department of Agriculture provides financial assistance to purchase easements from farmers through the Agricultural Conservation Easement Program-Agricultural Land Easements (ACEP-ALE).¹ The purpose is to “...protect the agricultural use and future viability, and related conservation values, of eligible land by limiting non-agricultural uses of that land...”in exchange for their right to develop the land, thereby making it more feasible to keep in agricultural production.² The Midlands Area Joint Installation

Consortium has purchased easements from landowners near Fort Jackson and McEntire to protect the bases from encroachments. The SC Conservation Bank provides funds to land trusts to purchase development rights from willing landowners who have property with significant conservation values.³

On a county level, York, Beaufort, Charleston and Richland have programs to conserve rural, cultural, scenic, and environmentally significant lands. Tax revenue and bond referenda finance these programs to purchase easements, accept donated easements, and acquire fee simple properties. The Beaufort County Rural and Critical Lands Preservation Program has been funded since 2000 with several bond referenda⁴ while the Charleston County Greenbelt program is funded through a transportation half-cent sales tax since 2004.⁵ Richland County uses a portion of the ½ mil allocated to the RCCC for an easement program.

Economic Benefits of Conservation Easements

The Trust for Public Land measures and analyzes the economic benefits and fiscal impacts of land conservation. Their studies “have shown that conservation returns from \$4 to \$10 for every dollar invested. It also provides recreational opportunities, controls flooding, protects air and drinking water quality, wildlife habitat, and farms while supporting industries such as tourism, agriculture, and fisheries.”⁶

Conservation easements provide ecosystem services that taxpayers then don’t have to pay for, such as:

- Stormwater runoff is captured and filtered through preserved wetlands and open space.
- Preventing development can decrease risk and minimize damage from natural disasters.
- Preserving land is one of the most effective ways of protecting water quality. Protected and restored watersheds have reduced the need to build water filtration plants and have reduced operating costs at other water plants.
- Tree coverage reduces air pollution and energy cooling costs.⁷

The cost of public services for new residential development typically costs more than the taxes they generate unlike protected undeveloped land which generates more direct tax revenue. Homes near protected open space sell faster and property values are higher than those located further away. Quality of life issues are a significant consideration for business investment and protected open space is a key component in the amenities that attract business and new workers. Most easement properties are taxed at agricultural use before an easement is placed on the land so property taxes are not affected.⁸

Protecting working lands supports important economic engines in unincorporated Richland County. Purchased easements help farmers generate cash flow to invest in their business or finance a land transition to the next generation. Provisions in easements can help keep farmland or other working lands affordable for new farmers.

RCCC Easement Program

RCCC accepted its first easement in 2004. Since then, there have been 32 easements donated or purchased for a total of 1,255 acres (See Appendix A for a list of easements). Five easements have been donated by developers as an amenity for neighborhoods. There are easements in

each of the county's four eco-regions reflecting the great diversity of Richland County. Several easements border the Broad River, others cover rolling Piedmont forests, while some feature wetlands and bottomland forests. Six easements preserve working farms in the northeast, northwest, and southeast. Easements are located in Council districts 1, 2, 7, 8, 9, 10, and 11 (See Appendix B for a map of easements).

Seventeen of the easements have been donated; the 15 that were purchased equal 849 acres or 68% of the total. Each landowner is advised to consult his financial planner to determine whether a donation or a payment works best in their circumstances.

Richland County Green Infrastructure Project

Green Infrastructure is defined as an interconnected network of green space that conserves natural ecosystem values and function which provide associated benefits to society. It is the ecological framework needed for environmental, social and economic sustainability. Green infrastructure assets contribute to wellness and quality of life in addition to the important environmental services they provide, making communities more resilient to natural and man-made changes.

With growth comes land conversion that fragments natural areas into smaller and more isolated patches of open space. This alters the way natural systems function and decreases nature's ability to respond to change. The key elements of Green Infrastructure are green corridors connected to core habitats. A core habitat is an area of intact habitat sufficiently large to support more than one individual of a species. Brenda Carter, GIS manager for the Planning & Development Services Department, mapped intact habitat cores using many data layers. The cores were then ranked based on factors such as size, species richness, soil diversity, stream length, wetlands, topography, and a fragmentation index. On a scale of 1 – 5, the best habitat cores were rated a 4 or a 5. Wildlife corridors, working lands, and recreation networks were layered on the core habitats to create the Green Infrastructure map. Six Priority areas were identified, in no order of importance, using the green infrastructure model data in each of the four sections of the county – NE, NW, North Central and SE which include the following watersheds: Myers Creek/ Cabin Branch, Sandy Branch, Mussel Creek, Crooked Run and Big Cedar Creek, Wateree Creek, and the COWASEE Basin.

Conservation Easement Considerations

When evaluating properties for a conservation easement, RCCC considers whether the property provides any of the following features:

1. Location within a Priority Area. The property falls within a focus area designated by RCCC as being a high priority for protection.

2. Protection of relatively natural habitat for fish, wildlife, or plants. This includes old-growth forests, wetlands, wildlife migration routes, long-leaf pine, and undeveloped bottom lands.
3. Important hydrologic features necessary for protecting water resources, quality, and supply. This includes wetlands, floodplains, flood ways, aquifer recharge areas, outstanding resource waters, and riparian corridors.
4. Working lands. The property has prime agricultural soils, or lands are in active agriculture or forest management.
5. Rare or Endangered Plants and Animals. The property contains one or more endangered, rare, or threatened species of animal or plant.
6. Size and condition. The property is of a sufficient size for its conservation resources to remain intact and sustained despite adjacent development. All or much of the property is in a relatively natural and undisturbed condition.
7. Adjacency or connectivity to protected areas. The property abuts, adjoins, connects to, or buffers lands protected by conservation organizations or governmental bodies.
8. Unique geological feature. Land contains unique or significant geological features such as monadnocks, river bluffs, fall line sandhills, or Carolina Bays.
9. Outdoor recreation. The landowner will allow public access for hiking, fishing, bird watching, or other nature-based recreation.
10. Open space contributing to the scenic enjoyment of the general public. The land is valuable to a community as open space due to its scenic attributes or its proximity to developing areas. It is visible to the public from roadways, waterways or recreation areas.
11. Protection of lands in the furtherance of federal, state, regional, or county plans or policies. The property is part of a comprehensive land use plan, management plan, critical lands plan, recreation and/or tourism plan, etc.
12. River frontage. The land abuts the Wateree, Congaree or Broad Rivers.
13. Historic or archaeological feature. The property contains a significant historic structure or is adjacent to a historic resource and necessary for its protection.

14. Scientific or educational value. The property contains natural features of scientific or educational value that could be used for the demonstration of sustainable agriculture and silviculture, good land stewardship, or natural resource management.

Strategic Plan for RCCC Conservation Easement Program

Mission statement: The Conservation Easement program protects strategically identified properties through donated easements and purchase of development rights.

Step 1: Use Richland County Green Infrastructure plan and model to select priority landscapes and watersheds in the county based on the criteria listed below.

- A. Maintain forested land cover to recharge groundwater aquifers for drinking water and to provide wildlife habitat
- B. Improve water quality by providing buffers to help prevent runoff and erosion and to reduce pollutants
- C. Ensure biodiversity and a healthy ecosystem
- D. Preserve and promote natural resource-based recreation such as hiking, bird watching, hunting, and fishing
- E. Increase size of existing conserved areas and corridors

Step 2: Incorporate cultural, community and heritage values of the area on a landscape level by selecting priority areas based on the following:

- A. Protect rural agriculturally-based economy
- B. Conserve community character and heritage by protecting historic landscapes
- C. Promote compatible traditional community land uses
- D. Provide safe opportunities to promote community wellness
- E. Connect communities with their natural and historical heritage

Step 3: Select Priority Areas for conservation acquisition based on the Richland County Green Infrastructure model (see attached Priority area maps 1 thru 6):

- A. Myers Creek/Cabin Branch Watershed – Priority Area 1
- B. Sandy Branch Watershed – Priority Area 2
- C. Mussel Creek Watershed – Priority Area 3
- D. Crooked Run and Big Cedar Creek Watersheds – Priority Area 4
- E. Wateree Creek Watershed – Priority Area 5
- F. COWASEE Basin – Priority Area 6

Step 4: Develop a pilot project in one of the six Priority Areas

- A. RCCC choose one priority area as pilot project
- B. Map individual areas with parcel data

- C. Select and rank properties with the best Green Infrastructure attributes and parcel size larger than 100 acres

Step 5: Use the conservation easement selection criteria below to identify specific parcels for easement donation or purchase:

To qualify for selection, the property must be in Richland County and should aid sound land use planning, promote land conservation, and encourage careful stewardship of land and water resources. The property should be of a sufficient size or part of a cluster of properties to allow for effective conservation. The potential for resource conversion should be weighed. Donor contributions should allow for conservation in a cost-effective manner. Additionally, properties must meet at least one of the following criteria:

- A. The property provides important wildlife habitat or has other significant natural qualities; or
- B. The property provides protection for important open space, recreation lands, or working lands; or
- C. The property is important to the protection of water quality; or
- D. The property has historic or cultural significance by being eligible for the National Register of Historic Places, Richland County Historic Buildings, or other approved programs.

Step 6: Publicize program

- A. Give easement presentations to civic and service organizations
- B. Place paid advertisements
- C. Publicize easement closings
- D. Create new brochure

Step 7: Increase outreach to landowners

- A. Hold watershed specific meetings to educate landowners about conservation easements
- B. Send letters to individual landowners with high Green Infrastructure ranking
- C. Partner with local land trusts to hold landowner workshops

Implementation Schedule

Summer - Fall 2016 – Develop Green Infrastructure map and priority areas

June 2017 – Adopt selection criteria, select one priority area as pilot project

July - October 2017 – Map and rank individual parcels within the selected priority area

Summer 2017 – Develop new brochure

Fall 2017 – Send letters to landowners with most Green Infrastructure attributes

Fall 2017 – Hold first landowner group meeting

Ongoing – Evaluate proposed properties outside priority areas

Ongoing – Presentations to organizations

Late 2018 – Evaluate pilot program, make adjustments, select second priority area, reach out to landowners

2019 – 2022 – Add one priority area each year

Priority Areas

Myers Creek/Cabin Branch Watershed – Priority Area 1 (Districts 10, 11)

Myers Creek/Cabin Branch Watershed falls within the Atlantic Southern Loam Plains eco-region. This area of Lower Richland has prime agricultural soils, active agriculture and timber operations, and one large intact Carolina Bay. In 2015 County Council approved a plan for a Cabin Branch Conservation Corridor. The corridor contains 675 acres acquired by the county that protects approximately two and a half miles of Cabin Branch and 128 acres in two conservation easements on the creek. Phase one involves acquiring easements with 300' vegetated buffers from 24 landowners along the creek down to Clarkson Road. Phase two includes 35 landowners from Clarkson to Bluff Road where the creek meets Myers Creek. Myers Creek, which is west of Cabin Branch, flows through mostly large parcels from Garners Ferry Rd to Bluff Rd. After meeting Cabin Branch, Myers Creek continues southeast until it joins Cedar Creek, the main waterway through Congaree National Park and the only Outstanding National Resource Water in South Carolina. RCCC holds a 251-acre easement on Myers Creek. Green Infrastructure data: Priority area 1 contains wetlands and several high-ranking core habitats. Lower ranking cores along Cabin Branch would be enhanced by the proposed 300 ft. buffer. Myers Creek is an important wildlife corridor. Rare, threatened, and endangered species (RTE) include: swamp rabbit, barn owl, Rafinesques's big-eared bat, Carolina bogmint, and awned meadow beauty.

Sandy Branch Watershed – Priority Area 2 (Districts 2, 9)

Sandy Branch Watershed covers the northeastern corner of Richland County and is the least developed of the region. It falls within the Carolina Slate Belt eco-region – a mineral rich metavolcanic and sedimentary rock formation that extends up to Virginia and down to Georgia. Sandy Branch flows into Twenty-five Mile Creek in Kershaw on its way east to the Wateree River. The southwestern part of the watershed is in the Sand Hills. This area has heavy residential development but also contains Clemson Sandhills Research and Education Center and two RCCC agricultural conservation easements, one of which is on Sandy Branch.

Green Infrastructure data: Priority Area 2 features a wildlife corridor along Bear Creek, four habitat cores that rank #4, and dominant canopy of a rare species of Mesic Mixed Hardwood Forest.

Mussel Creek Watershed – Priority Area 3 (District 1)

In Richland County Mussel Creek Watershed follows the south side of the Broad River for approximately ten miles to the northwestern border with Newberry County. This corner of the county falls within the Carolina Slate Belt and has hilly terrain and river floodplains. While there are still many large forested tracts, development pressures are increasing. RCCC has two easements that front the Broad River.

Green Infrastructure data: Priority Area 3 has the highest ranking habitat cores along 85% of the Broad River frontage in the watershed. A large #4 ranking core dominates the western end. Three wildlife corridors cross the area. Rocky Shoals Spider Lilies are found in the rocky shoals of the Broad, mainly on the Richland county side.

Crooked Run and Big Cedar Creek Watersheds – Priority Area 4 (District 2)

Little Cedar Creek, Cedar Creek, and Elkins Creek are the main streams in these two watersheds in the north central area of the county. Both watersheds fall within the Carolina Slate Belt eco-region and drain into the Broad River. Large forested parcels predominate in this Piedmont landscape. This is the most rural of the three areas north of Columbia. Since development pressure is not as strong as elsewhere, opportunities to acquire easements should be greater.

Green Infrastructure data: Priority Area 4 is dominated by wildlife corridors and has one large habitat core that ranks #5 and four cores that rank #4. RTE species include: oak-hickory forest, gravel elimia (freshwater snail), creeper (river mussel), and eastern creekshell (mollusk).

Wateree Creek Watershed – Priority Area 5 (District 1)

Like Mussel Creek, this watershed is in the northwest, falls within the Carolina Slate Belt eco-region, and drains into the Broad River. Residential lots tend to be an acre or larger; there is only one subdivision but growth pressures are significant. RCCC holds easements on 71 acres on Pebble Creek and on a tributary to Wateree Creek.

Green Infrastructure data: Priority Area 5 contains two large habitat cores that rank #5 and a long wildlife corridor along Wateree Creek. There are no RTE species identified.

COWASEE Basin – Priority Area 6 (District 10)

The Congaree and Wateree river systems border Richland County for 50 miles each on the southwest and east respectively where they merge to form the Santee River. The name COWASEE was created from the names of these three rivers. Known as the Southeastern Floodplains and Low Terraces, the eco-region forms a distinct **V** on maps and has been called the Green Heart of South Carolina. According to the COWASEE Basin Tour Guide, “the floodplain forests are some of the most extensive and biologically diverse in the Southeast.

They support nearly a hundred species of woody shrubs and trees, and are some of the most productive wildlife habitats in North America.”

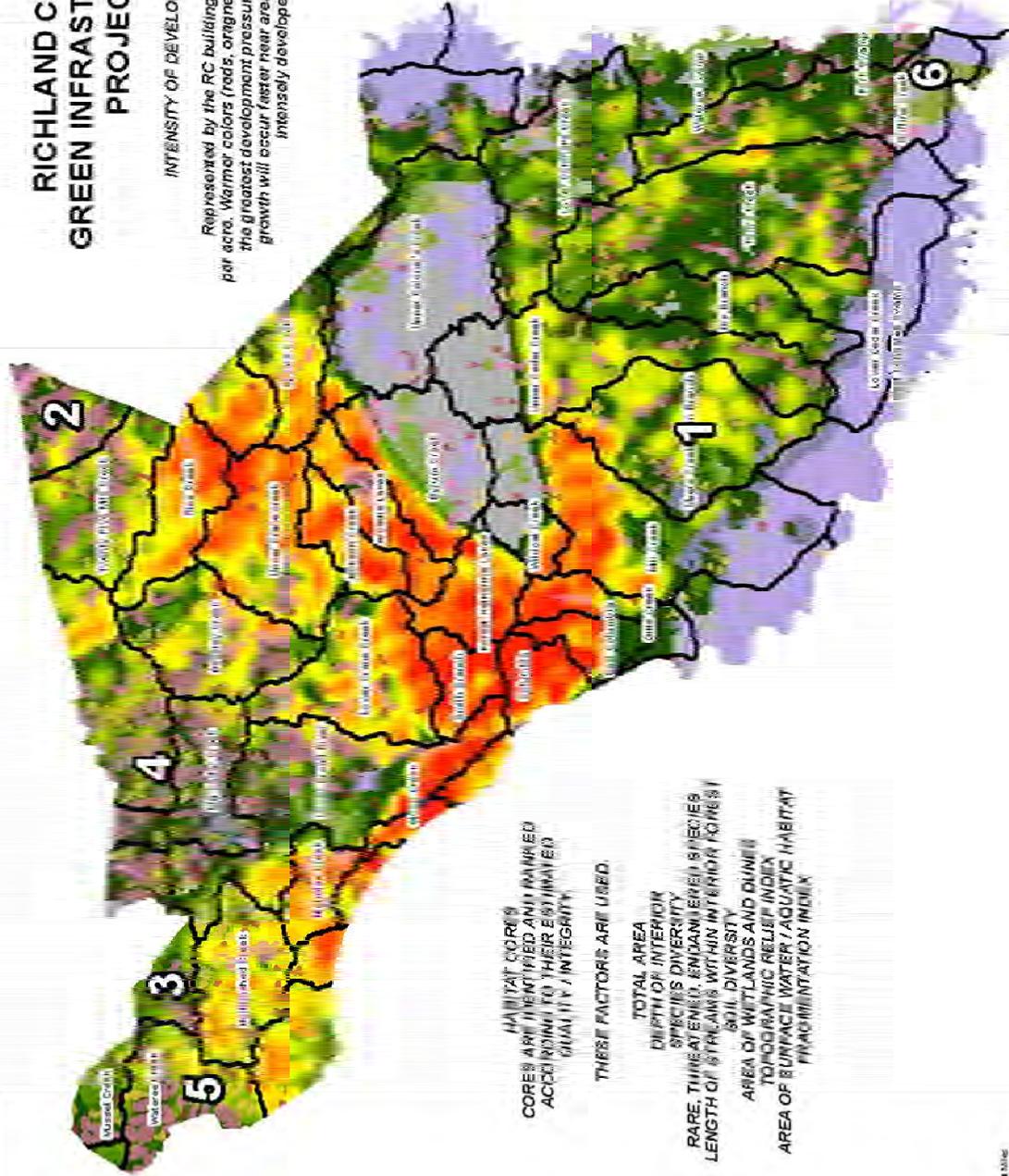
The COWASEE Basin Focus Area was developed to protect wildlife habitat, wetlands and water quality, and working lands through the use of voluntary conservation easements. Of the 315,000-acre ecosystem, approximately one-half lies in Richland County and contains sections of 19 watersheds. RCCC is an active member of the Task Force that includes private landowners, Congaree Land Trust, SC Department of Natural Resources and other governmental agencies.

Richland County owns a 2550-acre tract on Mill Creek, just west of Congaree National Park in the West Congaree Swamp Watershed. Half of the property is a mitigation bank. Plans are being developed for public recreational use of the property.

RICHLAND COUNTY GREEN INFRASTRUCTURE PROJECT

INTENSITY OF DEVELOPMENT

Represented by the RC building footprint units per acre. Warmer colors (reds, oranges, yellows,) showing the greatest development pressure. This assumes growth will occur faster near areas that are more intensely developed.



HABITAT CORES ARE IDENTIFIED AND RANKED ACCORDING TO THEIR ESTIMATED QUALITY / INTEGRITY.

THESE FACTORS ARE USED.

- TOTAL AREA
- DEPTH OF INTERIOR
- SPECIES DIVERSITY
- RARE, THREATENED, ENDANGERED SPECIES
- LENGTH OF STREAMS WITH INTERIOR FORMS / SOIL DIVERSITY
- AREA OF WETLANDS AND DUNES
- TOPOGRAPHIC RELIEF INDEX
- AREA OF SURFACE WATER / AQUATIC HABITAT
- PHAC MINIMATION INDEX



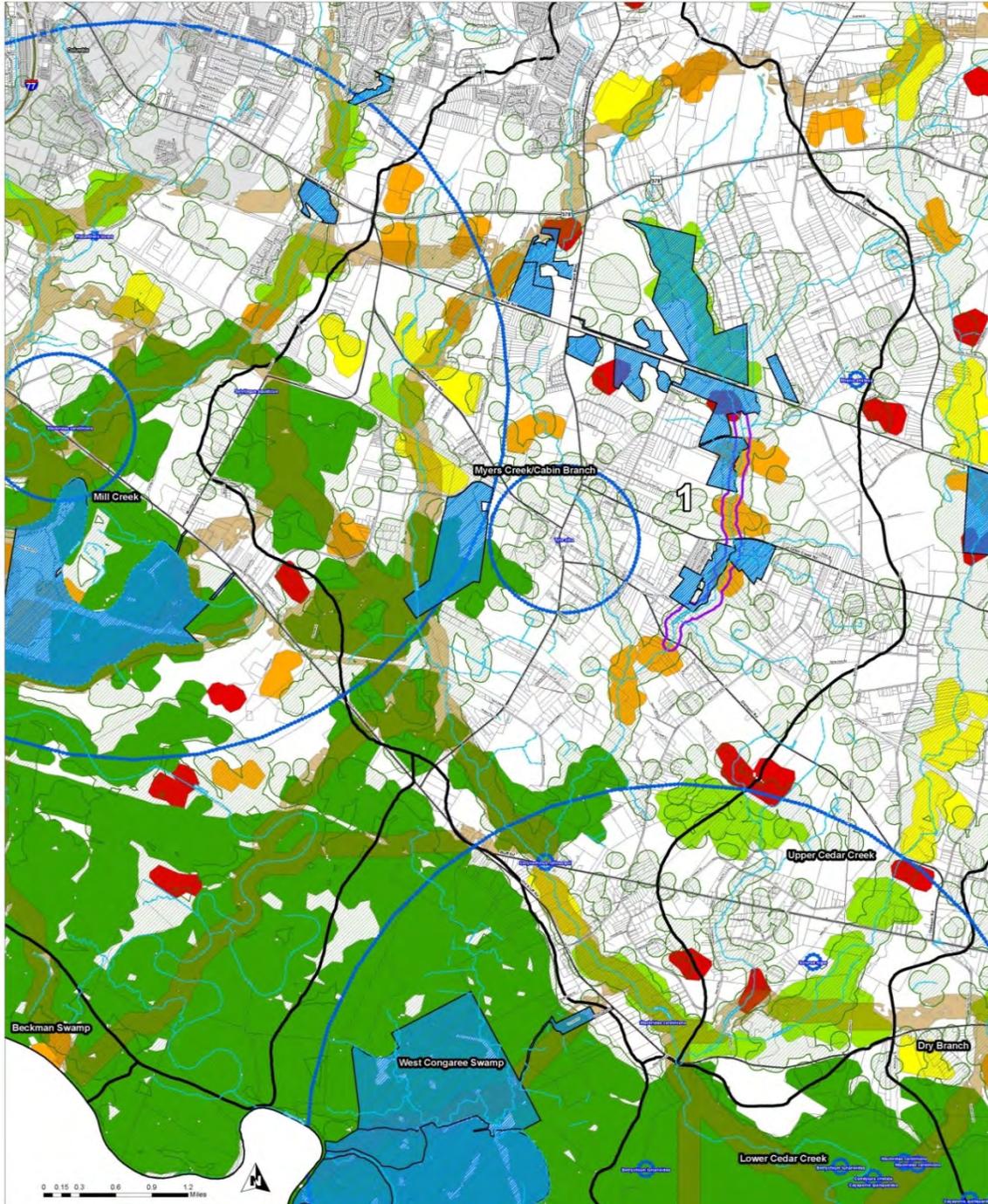
Legend
 Watersheds - 14 Digit
 Core Quality Index
 SCORE



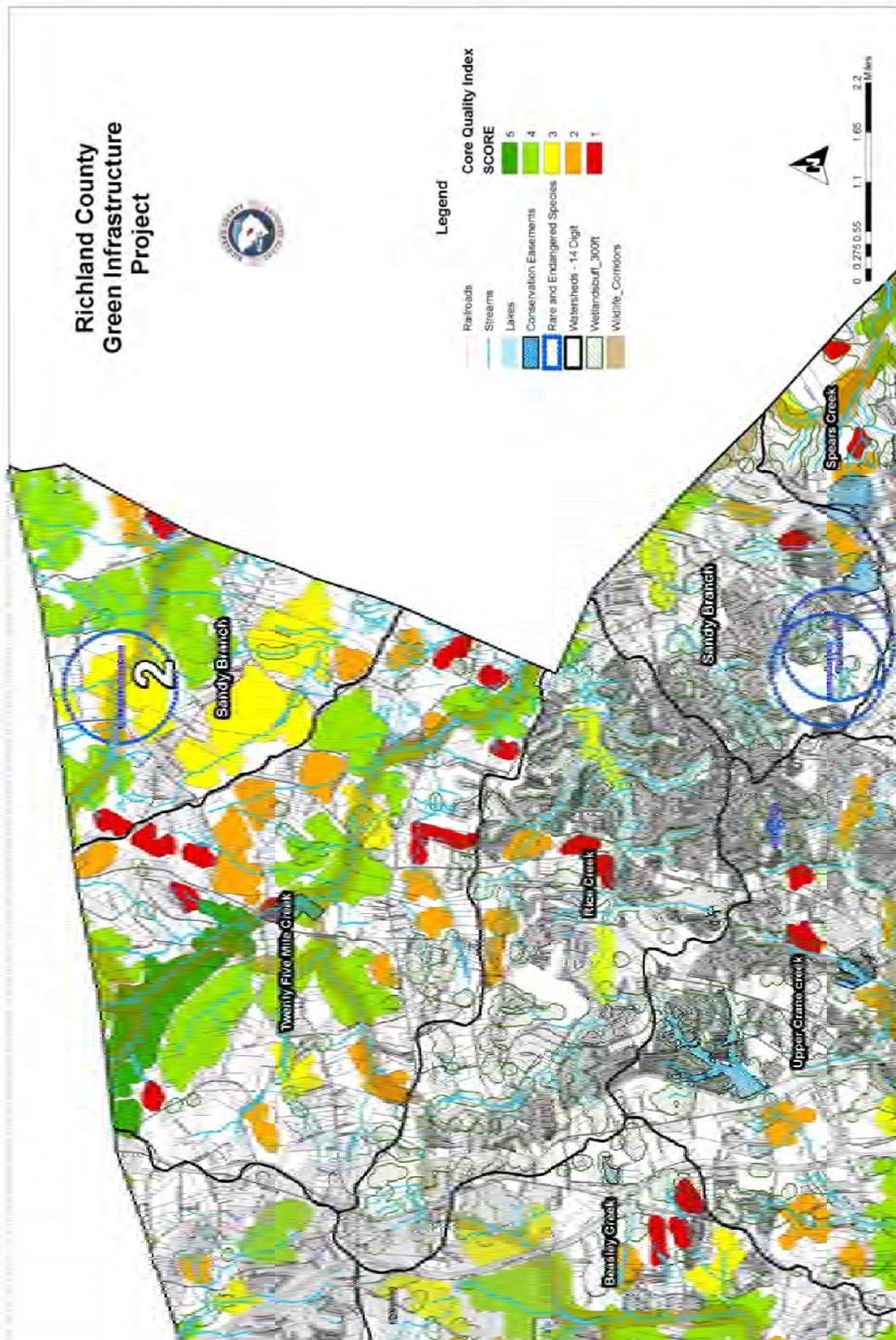
Priority Area 1 – Myers Creek/Cabin Branch Watershed



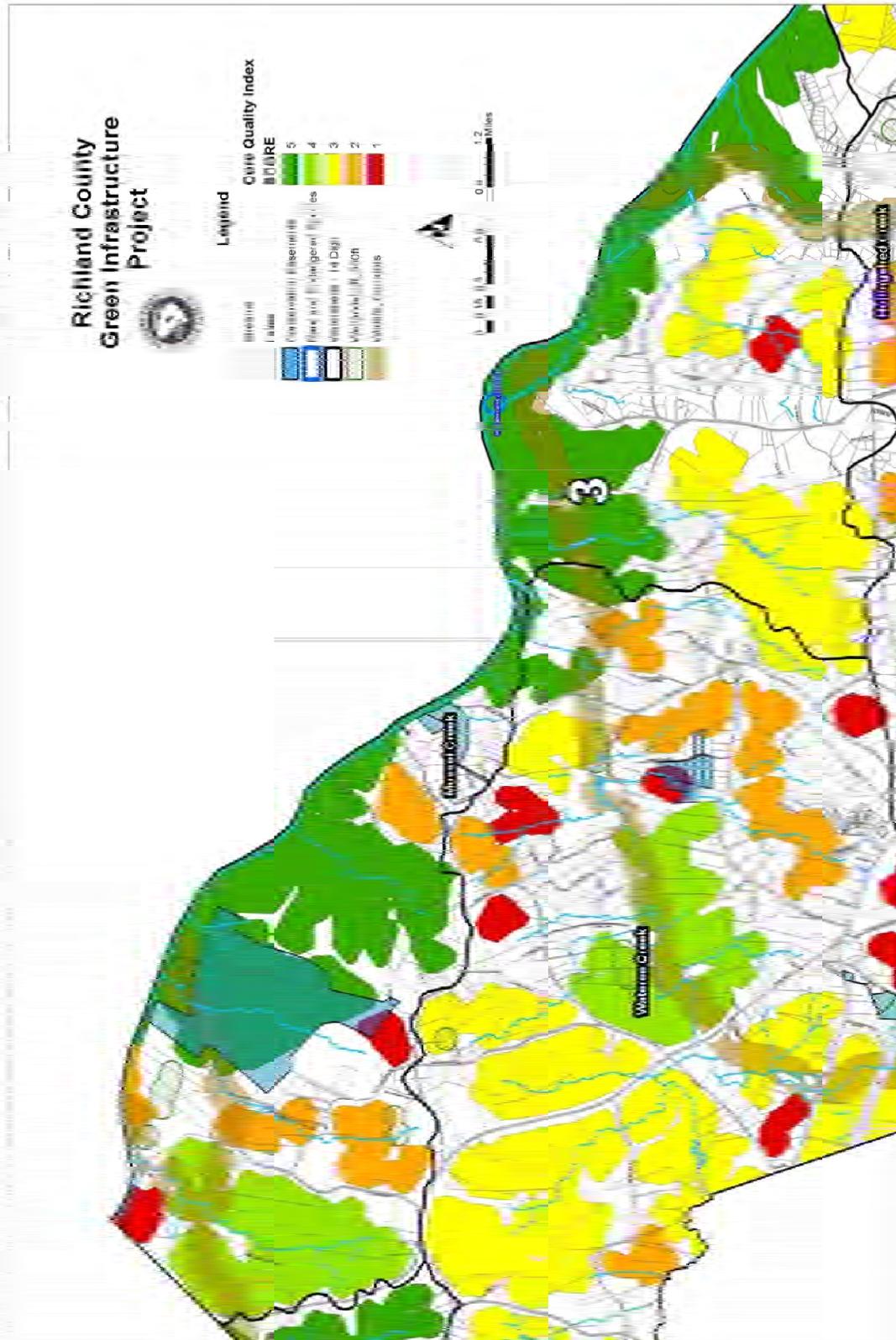
Richland County Green Infrastructure Project



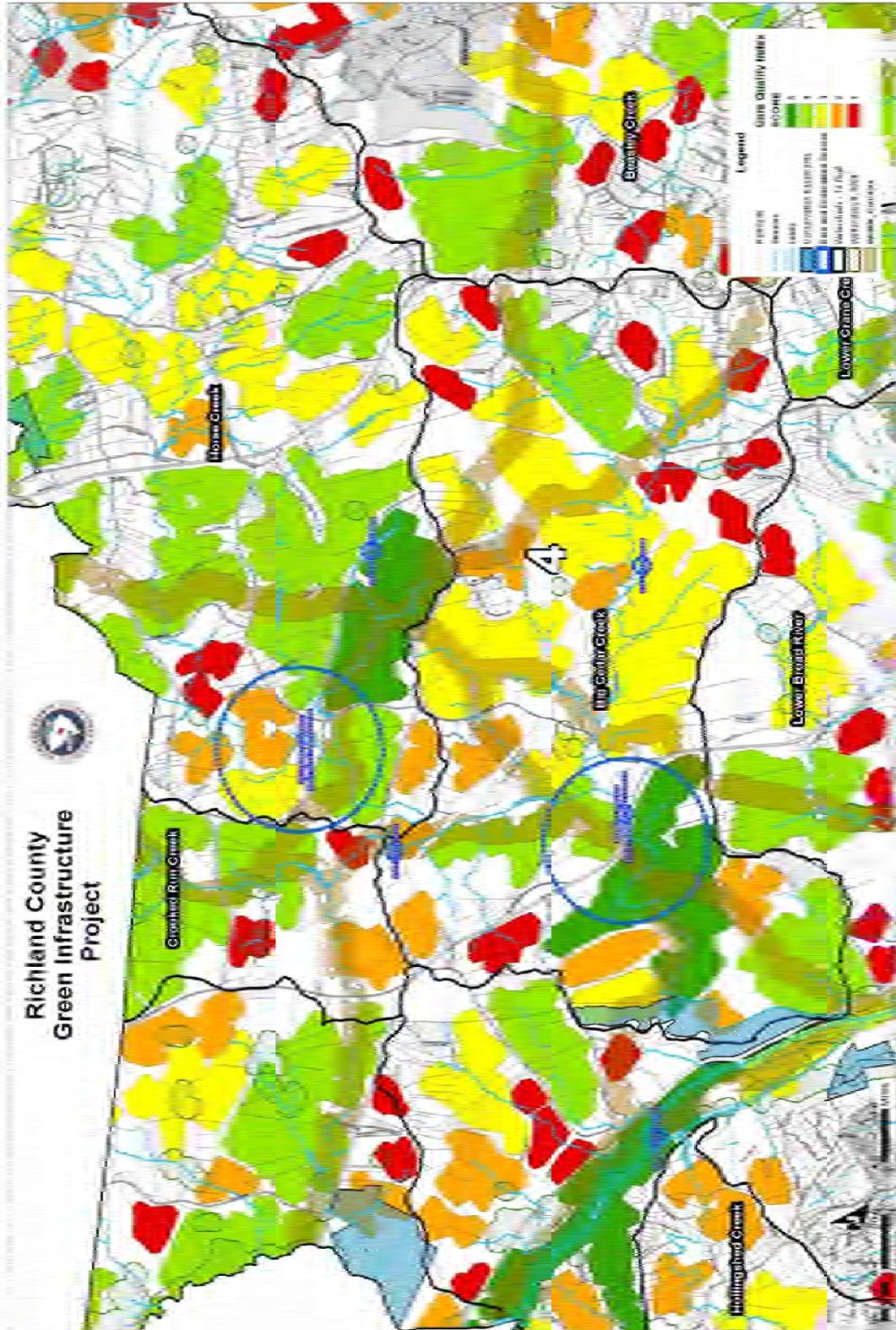
Priority Area 2 – Sandy Run Watershed



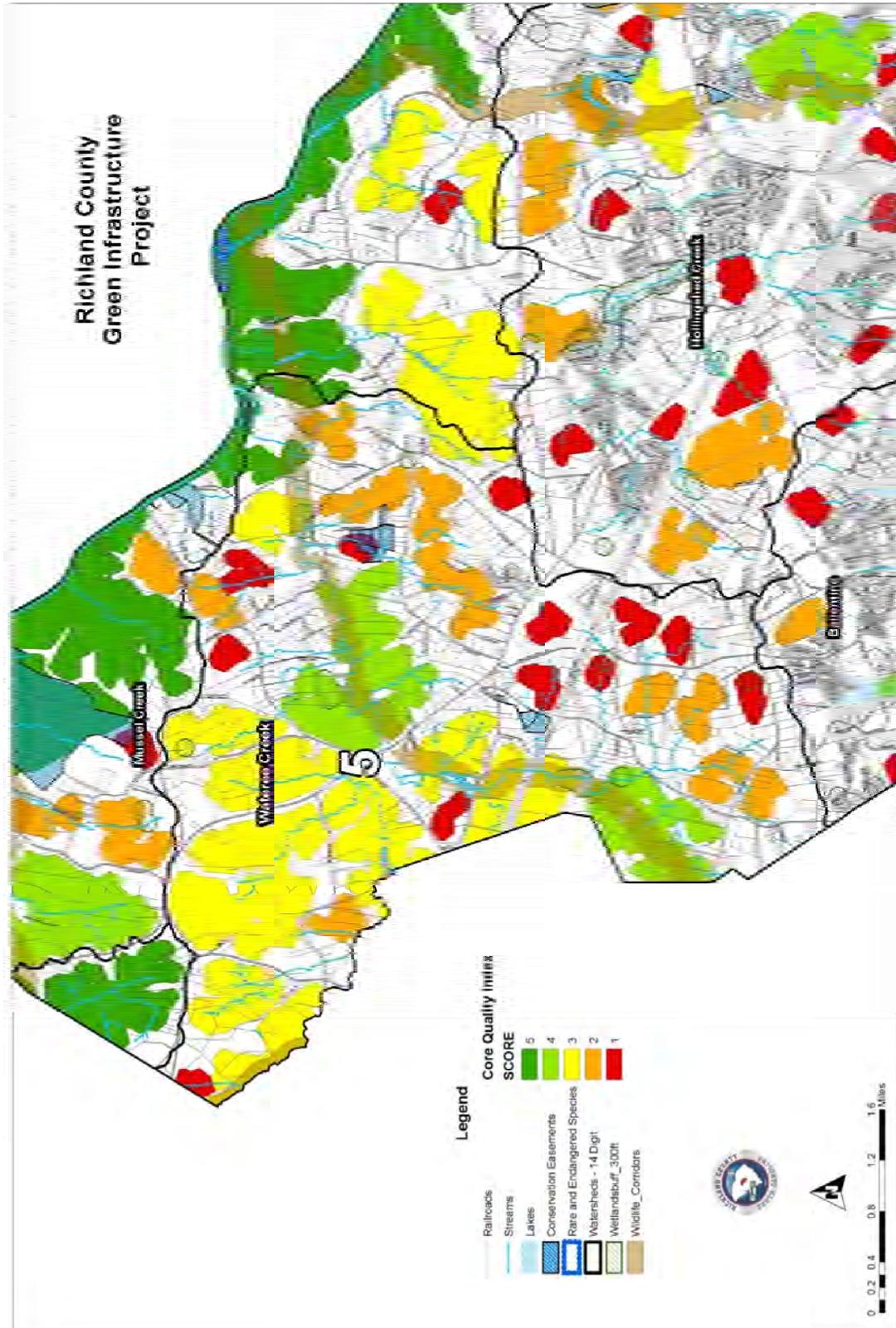
Priority Area 3 – Mussel Creek Watershed



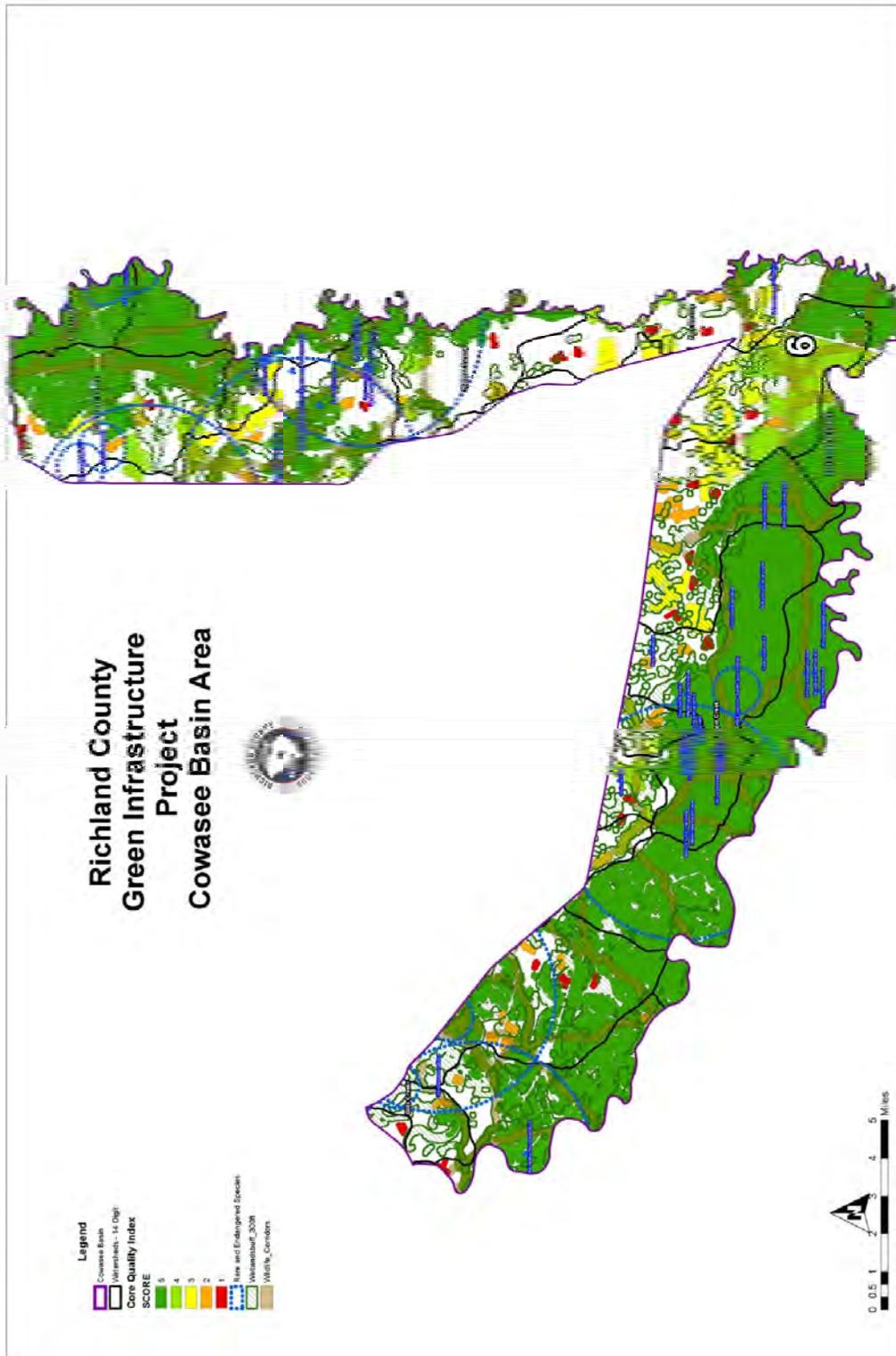
Priority Area 4 – Big Cedar Creek Watershed



Priority Area 5 – Wateree Creek Watershed



Priority Area 6 – COWASEE Basin

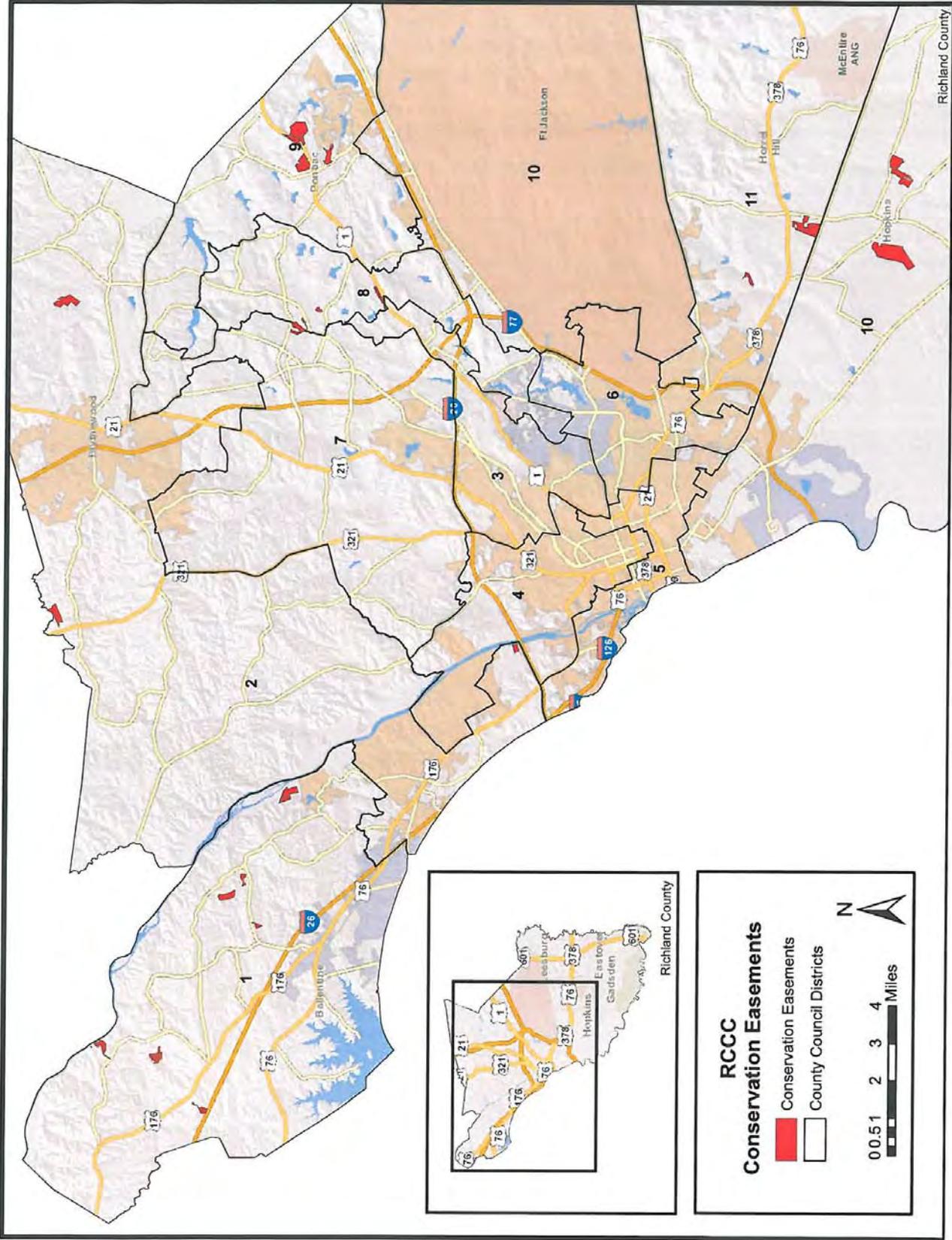


Appendix A

RCCC Land Protection Summary 7/2017

Name	Landowner	Acres	Yr Acq	Co Dist	Cost
RCCC Easements					
Connor Trust	Carol's Sanctuary LLC	29.17	2005	1	\$450,000
Country Properties	Jim Podell	9.66	2007	8	\$0
GP Monroe (1)	G. P. Monroe	70.41	2007	9	\$70,000
FD Monroe (1)	Delano Monroe	95.19	2007	9	\$0
Greenhill Parish (DAK I LLC)	John Kirk	43.06	2007	9	\$0
Eleazer	John Eleazer	63.18	2007	1	\$93,000
SB Communities(Killian/Hester Woods)	Steve Corboy	45.32	2008	7,9	\$0
GP Monroe (2)	GP Monroe	17.49	2008	9	\$0
Clark (1)	Kenneth Clark	18.47	2009	2	\$18,000
Koon	David Koon	47.03	2009	1	\$0
Bollinger	Cindy Bollinger	20.75	2009	1	\$0
Kingston Ridge (BDH Prop. LLC)	George Delk	19.97	2009	11	\$0
Mullis	Kenny Mullis	75.29	2009	2	\$75,000
Neal	J. P. Neal	57.57	2009	10	\$57,000
Clark (2)	Kenneth Clark	9.64	2010	1	\$9,600
Cottonwood, LLC	Jeff Brown	55.95	2010	2	\$52,000
Ganus	Mildred Ganus	14	2010	1	\$14,000
Troutman	Roger Troutman	7.62	2010	1	\$10,300
C.W. Haynes	Bobby Haynes	69.85	2010	10	\$70,000
Pearson	Ralph Pearson	6.72	2010	1	\$35,000
FD Monroe (2)	Delano Monroe	34.4	2010	9	\$0
Pebble Creek					
Atkinson	Gary Atkinson	13.23	2009	1	\$0
DuRant	Billy DuRant	9.87	2009	1	\$0
Hightower	Richard Campbell	5.51	2009	1	\$0
Mattox	Judy Mattox	4.63	2010	1	\$0
Wilson	Dustin Mowery	5.38	2010	1	\$0
Kilpatrick	Mike Kilpatrick	6.85	2011	1	\$0
Wooster	Debbie Wooster	3.62	2011	1	\$0
Spring Valley	Spring Valley HOA	23.97	2013	8	\$0
Hopkins Oldfield 1	Ted Hopkins	60	2013	11	\$60,000
Hopkins Oldfield 2	Ted Hopkins	60	2015	11	\$50,000
Hopkins Pincushion	Ted Hopkins	251	2015	10	\$125,500
	Total	1254.8			\$1,189,400

Appendix B



References

- ¹ USDA – NRCS Agricultural Conservation Easement Program
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/easements/acep/>
- ² Agricultural Conservation Easement Program - Agricultural Land Easements
[http://www.farmlandinfo.org/sites/default/files/Agricultural Conservation Easement Program Agricultural Land Easements 2015 AFT FICv2.pdf](http://www.farmlandinfo.org/sites/default/files/Agricultural%20Conservation%20Easement%20Program%20Agricultural%20Land%20Easements%202015%20AFT%20FICv2.pdf)
- ³ SC Conservation Bank <http://sccbank.sc.gov/Pages/default.aspx>
- ⁴ Beaufort County Rural and Critical Lands Program <http://ruralandcritical.org/>
- ⁵ Charleston County Greenbelt <http://charlestoncountygreenbelt.org/>
- ⁶ Conservation Economics <https://www.tpl.org/how-we-work/fund/conservation-economics#sm.00012iqejqzoqdl7vn12kfyadb7>
- ⁷ Conservation: An Investment that Pays – The Economic Benefits of Parks and Open Space
http://conservationtools.org/library_items/725-Conservation-An-Investment-that-Pays-The-Economic-Benefits-of-Parks-and-Open-Space
- ⁸ The Economic and Tax-Base Benefits of Land Conservation
<https://serppas.org/media/1078/lta-fact-sheet-economic-benefits-of-land-conservation.pdf>

Richland County Council Request for Action

Subject:

RCSD Crisis Intervention Team Grant

Notes:

December 16, 2021 – The A&F Committee recommended Council approve the grant from the Department of Mental Health to expand the Crisis Intervention Team.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Harry Polis		Title:	Deputy Chief
Department:	Sheriff	Division:		
Date Prepared:	October 08, 2021	Meeting Date:	December 16, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	November 30, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	RCSD Crisis Intervention Team grant			

STAFF'S RECOMMENDED ACTION:

The Sheriff recommends Council approve the grant for the expansion of the Richland County Sheriff's Department Crisis Intervention Team for the salary, fringe benefits, and equipment for one (1) Deputy Sheriff to be assigned to the Crisis Intervention Team. Funding will also be provided to the South Carolina Department of Mental Health for salary and fringe benefits for a credentialed Mental Health Counselor to be assigned to the Crisis Intervention Team.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is 100% funded. No match is required.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In 2021, The Richland County Sheriff's Department and the South Carolina Department of Mental Health launched a Law Enforcement and Behavioral Health Partnership collaborative, an interagency plan to address the stages of early diversion using evidence-based practices, provide additional training, outreach, and expand the continuum of behavioral health care. A grant from the Sozosei Foundation in the amount of \$200,000 was received in early October 2021 to expand this already successful program to allow for an additional deputy/clinician team to be deployed. This grant opportunity was not available when the Grant Budget Request for FY22 was prepared and was therefore not included.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

Richland County Council Request for Action

Subject:

Department of Public Works – Stormwater Management – Street Sweeper Procurement

Notes:

December 16, 2021 – The A&F Committee recommended Council approve the purchase of an Elgin Regen X Street Sweeper in the amount of \$230,315.64 from Joe Johnson Equipment.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Procurement	Division:	Finance
Date Prepared:	November 30, 2021	Meeting Date:	December 16, 2021
Legal Review	Elizabeth McLean via email		Date: December 09, 2021
Budget/Finance Review	Stacey Hamm via email		Date: December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Street Sweeper Procurement		

STAFF'S RECOMMENDED ACTION:

Staff recommends that County Council approve the purchase of an Elgin Regen X Street Sweeper in the amount of \$230,315.64 from Joe Johnson Equipment (formerly Public Works Equipment).

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This item of equipment, which is an addition to the Fleet, will be purchased using capital funds from the Stormwater Management Budget, but operated by Roads & Drainage Maintenance (RDM) personnel. The funds for this purchase were approved in the Fiscal Year 2022 (FY-22) operating budget and are located in the following account:

1208302200 / 531300 (Automotive Equipment)

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

This equipment item meets current Federal emission standards.

This procurement will use the North Carolina Sheriff's Association (NCSA) purchasing cooperative (which has also been previously used for other vehicle and equipment purchases).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Two street sweeper units were considered and demonstrated in the course of this procurement recommendation. The recommended unit was lower in cost, made in the United States, and available for delivery at an earlier date. A brochure containing specifications and the price quotation is contained in the Attachment.

There is currently a single street sweeper in the Fleet (which offers no flexibility in the event of maintenance down time). As with the current sweeper, the initial capital purchase will be made using funds from the Stormwater Management budget, but operated by Equipment Operators from the Roads & Drainage Maintenance Division. The addition of a second sweeper unit to the Fleet will not only ensure continual capability during any equipment maintenance down time, but also enable the routine deployment of two units with a corresponding increase in capability and productivity.

The North Carolina Sheriff's Association offers a cooperative bid program that competitively obtains bids in accordance with public procurement requirements and which comply with Richland County Procurement ordinance. Opportunities are publicly advertised by the cooperative, sealed bids are received, evaluated and award is made to the lowest, responsive, responsible vendor. The cooperative program is available for use by all county and city government agencies. The quoted price using this cooperative is \$230,315.64. In 2014 a bid was issued for a municipal street sweeper for which there was one respondent with a bid of \$230,119.00. By utilizing the NC Sheriff's Association cooperative program, the County can purchase at cost very close to what was paid almost seven years ago while reducing the amount of time necessary to procure the sweeper.

Removing silt and sediment from our paved County Road Maintenance System (CRMS) reduces the amount of pollutants entering our receiving waters. It also reduces the accumulation of blockages within our drainage network, thereby helping to ensure a properly functioning drainage system.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This procurement is time sensitive to ensure the availability of a unit for timely delivery.

ATTACHMENTS:

1. Equipment Brochure / Specifications / Price Quotation



REGENERATIVE AIR SWEEPER

RegenX[®]

Now available on
**NON-CDL
CHASSIS!**

Built By Elgin[®] X Designed By You

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

October 25, 2021

Quote #: **0321023**

Richland County, SC

Attention: Bill Peters

RE: Regen X Regenerative Air Sweeper

Dear Bill,

We would like to take this opportunity to thank you for your continued interest in Public Works Equipment (PWE) and Elgin's industry-leading line of innovative street sweeping products.

PWE is pleased to present the following quotation to provide one (1) Elgin Regen X Regenerative Air Sweeper, mounted on a new Dualized Freightliner M2-106 per NCSA Contract Lot #4193.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker
Area Sales Manager
Public Works Equipment
Office: (803)528-6262
evan@pweasi.com

Quotation

To provide one (1) Regen X Regenerative Air Sweeper mounted on a new Dualized Freightliner M2-106 chassis, standard equipped as described below:

Auxiliary Engine:

- Make: John Deere 4045T Tier 4 Final
- Type: 4-cylinder, turbocharged diesel
- Displacement 276 cu. In. (4.5L)
- Horsepower: 74 (55 kW) @2400 RPM
- Torque: 224 ft-lbs (304 Nm) @ 1600 RPM
- Auto Shutdown for Low Oil/High Temp Electronic Throttle

Blower (Fan):

- Driven by a two (2) "V" groove power belt, with spring-loaded tensioner; not requiring repositioning of the auxiliary engine for adjustment
- Blower speed shall not exceed 3050 RPM
- Closed face turbine type, 33^{3/8} in. diameter, with 9 vanes constructed of Hardox steel
- Blower housing shall be constructed of 7-gauge steel
- Inspection door
- Belt tension shall not exceed 20 Hz

Pickup Head:

- 90" wide and 30" long for a total area of 2700² inches
- 14" diameter pressure hose that connects the blower outlet with the pickup head
- 13" diameter suction hose with a quick disconnect coupling at the lower end near the pickup head and the higher end near the hopper inlet, steel portion of this suction tube shall be no shorter than 19"
- The pressure side shall be equipped with an in-cab steel cable-controlled pressure relief valve/vacuum enhancer/leaf bleeder no smaller than 116 square-inches
- The suction chamber shall be equipped with a washout port that does not restrict the sizing of washout nozzle(s) used
- The front and rear debris curtains shall be removable through the loosening of four (4) slotted bolts without removing the pickup head from the unit
- Raised and lowered by rocker switch inside the cab
- Camera located on curbside in front to view suction side

Side Brooms:

- 144" total sweep path with both side brooms extended
- Free floating trailing arm, parallelogram design
- 42" diameter with hydraulically driven rotation, pneumatically raised and lowered
- Controlled by in cab rocker switches

Hopper:

- 8 cu. yards with all fore-and-aft edges being minimum of 6" radius to provide ease of cleaning and debris evacuation
- Constructed of 10-gauge steel and ¼" thick steel floor
- 50° total dump angle, 10° hopper floor plus 40° dump angle
- Two (2) single stage telescoping cylinders
- External hopper props
- Dump control shall consist of weatherproof toggle switches located on the exterior right side of sweeper along with optional in-cab dump switches – hopper raise/lower and hopper door open/close – shall also be available
- A single screen assembly with total surface area of 3970 square inches, constructed of 11-gauge steel, shall be installed to allow air to move freely from the hopper into the centrifugal dust separator
- Screen shall be hinged and lowered via a pneumatically controlled cable drop-down system

Spray Water System:

- Polyethylene tank, 265-gal. capacity
- 16' 8" fill hose
- Color coded water lines
- Three (3) spray nozzles at each side broom, three (3) at suction hose
- One (1) electric 12-volt, diaphragm type pump will provide a capacity of 4 GPM to the pickup head, the suction hose and the side brooms. The system pressure shall be sized for 40 PSI

Hydraulic System:

- Gear driven pump, with a flow capacity of 7.0 GPM @ 2100 RPM and 8.3 GPM @ 2500 RPM
- 11 gal. capacity with exterior site gauge

Pneumatic System:

- All pneumatic cylinders rated to 150 PSI and have a separate rod seal and wiper
- All pneumatic cylinders are interchangeable

Electrical System:

- Rear-facing backup camera
- Backup alarm
- Wiring system is color coded and "function stamped"

Instrumentation:

- "Raised" hopper indicator and "open" hopper door indicator and a "full" hopper indicator
- Diagnostic information
- Tachometer, hour meter, oil pressure, voltage, and coolant temperature

PUBLIC WORKS EQUIPMENT

Subsidiary of Federal Signal Corporation

Additional Enhancements Included:

- Right Hand Gutter Broom Tilt - No Display
- Right Hand Inspection Door
- In-Cab Hopper Dump
- Wandering Hose
- LED Strobe Front & Rear & Led Arrow stick
- LED Side Broom Lights
- Auxiliary Hydraulic Pump Use with In-Cab Hopper Dump
- Right Hand Toolbox
- Left Hand Fender Mounted Mirror
- (1) Bostrom Air 905 Cloth
- Dual Arm Rest - Cloth (Only W/Air Ride Seats)
- Front Spray Bar

Purchase Price\$230,315.64

Terms & Conditions

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Richland, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: Stock To be Determined at Time of Order

Quotation valid for 30 days

U005014

Richland County Council Request for Action

Subject:

Township Auditorium Theatrical Rigging Installation Project

Notes:

December 16, 2021 – The A&F Committee recommended Council approve the contract with Production Unlimited in the amount of \$384,258.40 (plus a contingency of \$65,741.60) for a total of \$450,000.00 to install Front of House (FOH) Rigging Points.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	David Bertolini		Title:	General Manage
Department:	Operational Services	Division:	Facilities & Grounds	
Date Prepared:	November 19, 2021	Meeting Date:	December 17, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Township Auditorium Theatrical Rigging Installation Project			

STAFF'S RECOMMENDED ACTION:

Staff recommends approval to contract with Productions Unlimited in the amount of \$384,258.40 (plus a Richland County controlled contingency of \$65,741.60) for a total amount of \$450,000.00. The contract would be for the company to install Front of House (FOH) Rigging Points at the Township Auditorium.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project were identified and approved by Council through the FY21 budget process. The identified funds are in account 1344995000.530300/13443170.530300 and are encumbered on requisition R2201034.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Aundrai Holloman, Executive Director of the Township Auditorium, requested this lighting enhancement through the budget process. Installation of a stage truss and anchor system is needed to allow the Township Auditorium to host an additional variety of shows and concerts.

The project would add two additional sound anchor points and ten stage lighting anchor points. These anchor points are done through a mounted truss system. These systems will be tied into the proprietary stage management system, thereby allowing adjustments to the equipment during a production. This control system also controls all of the existing lighting, sound, and accessories associated with a production.

The control system is a proprietary system, and only a few certified vendors across the country can provide service to the system. As Director of the Township Auditorium, it is Mr. Holloman's position and recommendation that Productions Unlimited is the sole source vendor that needs to perform the required work, installation, and programming.

Productions Unlimited, a South Carolina based company, is the production company that can properly handle the installation and integration of the truss and anchor point systems at The Township Auditorium in the best manner possible while maintaining current and future programming of the proprietary control system. Productions Unlimited specializes in performing arts venues and have historically done all the major installs at the Township Auditorium as well as help maintain the current production control system. Productions Unlimited also worked on the major renovation done in 2010, handling the install of the dimmer racks and stage lighting, counterweight rigging system and curtain system. All these systems are also tied into the control system, demonstrating the importance of maintaining the programming of this system.

Additionally, because the venue is almost 100 years old and has gone through numerous renovations over the years, it has shown to be very difficult to work in this facility. Productions Unlimited's familiarity with the venue gives them the insight and understanding of the workarounds and nuances need to perform this type of project in an efficient and timely manner in the facility. This is particularly important for this facility because of the sensitivity of our calendar with touring shows. We do not want to cancel any more concerts or shows.

Furthermore, last year per the Township's request, Productions Unlimited performed a structural review and feasibility study for the sound anchor points to help determine the project budget and project feasibility. Their insight and experience with the facility was invaluable regarding the project. Therefore, it would make the most sense to continue utilizing them throughout the rest of the project.

If Council approves the contract with Productions Unlimited, the County will issue a Purchase Order to the contractor and a Notice to proceed letter to start the project. Once the project is begun, the contractor will order the required materials, which are estimated to take 10 – 12 weeks for delivery.

Once all materials are received, the contractor will coordinate with the Township staff to schedule the work around productions. It is estimated that the work will take approximately two weeks once installation begins.

The Efficiency improvements could potentially result in savings to citizens, which the Township could incorporate into its overall budget.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Procurement issued a solicitation for firms to evaluate the existing facility structure and provide and install additional rigging and trusses. There are two authorized vendors within 100 miles of the Township who work on the Ion Control Console which operates the lighting system at the Township. Both vendors were invited to participate, however one vendor elected not to submit an offer as they were not interested in outsourcing the engineering services and had no engineer on staff to perform those requirements. The remaining vendor- Productions Unlimited submitted their offer which was deemed responsive and responsible. This vendor has previously performed work at the Township and is familiar with the 100+ year old facility. Staff recommends award to Productions Unlimited.

Richland County Council Request for Action

Subject:

Vehicle Leasing Negotiations

Notes:

December 16, 2021 – The A&F Committee recommended Council approve the award of the vehicle leasing contract to Enterprise Fleet Management.



Agenda Briefing

Prepared by:	Brittney Hoyle Terry		Title:	Director
Department:	Risk Management	Division:		
Date Prepared:	December 01, 2021	Meeting Date:	December 17, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	December 02, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Administration & Finance			
Subject:	Vehicle Leasing Negotiations			

STAFF'S RECOMMENDED ACTION:

Staff recommends Council approval to award the vehicle leasing contract to Enterprise Fleet Management Based upon their local presence, experience in providing this unique service to government entities and their participation in numerous other South Carolina local governments.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

During the FY22 budget process, Council approved moving to a leasing program and designated appropriate funding for this program. Funding allocation is discussed further in this document. The department has been working closely with Administration and the Office of Budget & Grants Management to ensure funding is recommended for subsequent years.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Office of Risk Management (ORM) requests approval to negotiate a contract for a Vehicle Leasing to Enterprise Fleet Management. The amount of the contact exceeds \$100,000; therefore Council approval is necessary. ORM has been working on a project to streamline the management of County fleet vehicles. Determining how best to select a vendor for this project required careful consideration. There are limited vendors with the expertise to provide the number of vehicles and service level to Richland County that also provide financial means for to sustain this project for the long term. While determining the most suitable means to secure a vendor, Enterprise Fleet Management was identified as an available vendor through the Sourcewell (formerly NJPA) Cooperative Purchasing Program (Contract 060618 - EFM Effective Dates 7/24/2018 through 7/24/2022). Richland County is a member of Sourcewell Cooperative (ID #20410) which under our procurement process allows for the vendor to be selected without issuance of an RFP. Additionally the following considerations also support the decision to recommend Enterprise Fleet Management to provide this service for Richland County.

- Enterprise Fleet Management was recently named by Automotive Fleet Magazine as the largest fleet management provider in the United States. Enterprise Fleet Management has over 1,700 government clients with over 50,000 vehicles leased. 190 of those governmental entities are located in SC, NC, and GA. There are 15 South Carolina counties that utilize Enterprise.
- There are more than 50 Enterprise Fleet Management offices nationwide. There is a location in Columbia.
- Enterprise Fleet Management offers a customized customer website to track inventory costs, mileage/vehicle usage, recalls, current market values, equity position, etc.
- Enterprise Fleet Management also offers onsite, in-person quarterly update meetings, a six month review, and an annual review/strategy meeting to monitor progress and plan the next stage of the program.
- Enterprise Fleet Management assists with vehicle resale and replacement strategy to maximize the return on replaced vehicles.

After lengthy discussion and research, Enterprise was identified as the best option, due to their local accessibility, client portfolio, and a proven track record with governmental entities. The attached "Onboarding Roadmap" outlines the process through the first year of the program.

As a reminder, the cost for year one of this program is estimated to be \$2,549,897. Because of ordering, delivery, and payment terms for the vehicle, this full amount will not be payable in this fiscal year. During the budget process for FY 2022, Council approved the allocation of \$924,949 in funding for this program. Additional funding for the program was allocated as follows:

- \$500,000 FY2022 Vehicle Replacement Fund allocation, and
- \$200,000 FY2022 Vehicle Replacement Fund Balance

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Budget Spreadsheet from FY 2022 Budget Process
2. Council Minutes – Third Reading of the Budget
3. Enterprise Leasing Onboarding Document

Proforma for Vehicles																
			2022		2023		2024		2025		2026		2027		2028	
	Total	2022	Lease	Sale/Equity												
Sheriff	696	212	1,916,438	628,650	3,546,495	1,147,713	4,835,089	1,384,996	6,108,654	1,582,867	6,399,649	2,265,775	6,399,649	1,472,657	6,399,649	1,236,294
Non-Emergency	202	64	368,658	274,500	692,589	240,338	867,353	347,900	1,147,204	795,232	1,168,778	118,250	1,168,778	864,439	1,168,778	745,812
Coroner	37	17	153,082	81,563	293,954	16,150	324,140	115,150	324,140	101,505	342,368	80,750	342,368	242,272	342,368	242,272
EMS	8	4	31,157	14,250	51,061	8,925	61,111	15,400	71,162	8,700	71,162	0	71,162	32,220	71,162	37,640
Ambulance	31	11	34,625	76,750	94,938	63,325	190,945	112,350	226,906	17,700	226,906	33,000	226,906	112,800	226,906	110,656
Emergency Prep	22	7	45,937	101,500	98,638	50,575	117,397	41,300	128,519	9,000	138,373	18,750	138,373	77,415	138,373	83,695
Emergency Services			111,719	192,500	244,637	122,825	369,453	169,050	426,587	35,400	436,441	51,750	436,441	222,435	436,441	231,991
Total			2,549,897	1,177,213	4,777,675	1,527,026	6,396,035	2,017,096	8,006,585	2,515,004	8,347,236	2,516,525	8,347,236	2,801,803	8,347,236	2,456,369
Net After P/Y Sale/Equity			2,549,897	3,600,462	4,869,009	5,989,489	5,832,232	3,028,908	5,890,867							
LESS:																
Current VRF Appropriation*			700,000	700,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Maintenance and Fuel Savings			0	0	0	0	0	0	0	0	0	-973,428	-973,428	-973,428	-973,428	-973,428
				2,900,462	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009	4,369,009
Fiscal Year Cash Needed			924,949	2,025,180	3,734,736	4,929,249	5,410,861	3,930,570	2,986,460							



Richland County Council
 FY2022 Recommended Budget
 THIRD READING FY22 BUDGET
 June 10, 2021 – 6:00PM
 Zoom Meeting

- | | | |
|-----|--|-------------------------------|
| 1. | <u>CALL TO ORDER</u> | The Honorable Paul Livingston |
| 2. | <u>ADOPTION OF AGENDA</u> | The Honorable Paul Livingston |
| 3. | An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2022) for Richland County, South Carolina for Fiscal Year beginning July 1, 2021 and ending June 30, 2022”. So as to raise revenue, make appropriations and Adopt the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2021 and ending June 30, 2022. | Director James Hayes |
| 4. | <u>Millage Agencies</u> | Director James Hayes |
| 5. | <u>Grants - Grant Recommendations & County Grants</u> | Director James Hayes |
| 6. | <u>General Funds</u> | Director James Hayes |
| 7. | <u>Special Revenue Funds</u> | Director James Hayes |
| 8. | <u>Debt Service Funds</u> | Director James Hayes |
| 9. | <u>Enterprise Funds</u> | Director James Hayes |
| 10. | <u>ADJOURNMENT</u> | The Honorable Paul Livingston |



Special Accommodations and Interpreter Services Citizens may be present during any of the County’s meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council’s office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2068, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

3rd READING BUDGET MOTIONS LIST FY22

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount	
MILLAGE AGENCIES										
1	Baron	176	Millage Agency	Richland City Recreation Comm	Additional amount to cover Capital Project at Tennis Facility	County Auditor Adjusted No Mill Increase \$15,950,000	16,129,500 \$	15,900,000 \$	15,900,000 \$	
1A		176	Millage Agency	Richland City Recreation Comm		Amount exceeds Cap Millage, other funding mechanisms could possibly be considered	325,000	Tabled	325,000	
2		176	Millage Agency	Columbia Area Mental Health		County Auditor Adjusted No Mill Increase \$2,462,500	2,462,500	3,462,500	2,462,500	
3		176	Millage Agency	Public Library		County Auditor Adjusted No Mill Increase \$30,100,000	30,700,000	30,700,000	30,700,000	
4		176	Millage Agency	Merchants Zoo		County Auditor Adjusted No Mill Increase \$2,853,000	2,853,000	2,853,000	2,853,000	
5		176	Millage Agency	Merchants Technical College		County Auditor Adjusted No Mill Increase \$7,935,000	7,935,000	7,935,000	7,935,000	
6		176	Millage Agency	Merchants Tech Capital Debt Service		County Auditor Adjusted No Mill Increase \$3,800,000	3,800,000	3,800,000	3,800,000	
7		176	Millage Agency	School District One		County Auditor Adjusted No Mill Increase \$5,670,000	23,772,833 \$	23,593,833 \$	23,593,833 \$	
8		176	Millage Agency	School District Two		County Auditor Adjusted No Mill Increase \$168,105,055	167,105,055	167,105,055	167,105,055	
GRANTS										
9	Administration	92-93	Special Revenue Fund	Accommodations Tax Grants	Approval of A-tax Committee Recommendations		\$	100,000 \$	100,000 \$	
9A	Livingston		Special Revenue Fund	Accommodations Tax Grants	Motion to Fund Columbia Metropolitan Convention Center and Visitors Bureau		\$	92,000	Tabled	
10		96	Special Revenue Fund	Hospitality Tax	Approval of the funding level for the Ordinance Agencies	Columbia Museum of Art, Historic Columbia, Elventure, Township (Admin has no recommendation)	\$	1,921,186 \$	1,921,186 \$	1,921,186 \$
10A	Livingston	96	Special Revenue Fund	Hospitality Tax	Motion to Fund Ordinance Agencies at the FY21 Level		\$	1,921,186 \$	1,921,186 \$	
11	Administration	98-104	Special Revenue Fund	Hospitality Tax	Approval of H-tax Committee Recommendations	This is the total value of all committee recommendations	\$	500,000 \$	500,000 \$	
16A	Administration		Special Revenue Fund	Hospitality Tax	Move to award funding of Fiscal Year 2021 Accommodation Tax Awards at the minimum of their FY 21 funding level for Fiscal Year 2022, using \$100,000 of available Accommodation Tax funding and using Hospitality Tax fund balance totaling \$225,000	This recommendation will allow the approved groups to receive funding consistent with current year levels, while allowing Richland County to balance the Accommodation Tax fund.	\$225,000		\$225,000	
17A	Livingston	96	Special Revenue Fund	Hospitality Tax	Approval of recommended funding level for Special Promotions Agencies at FY21	Columbia Metropolitan Convention Center and Visitor's Bureau (\$104,091) & Columbia International Festival \$151K (Admin has no recommendations)	\$	255,091 \$	255,091 \$	
18A	Livingston	96	Special Revenue Fund	Hospitality Tax	Motion to Fund Columbia Metropolitan Convention Center and Columbia International Festival	Columbia Metropolitan Convention Center and Visitors Center and Columbia International Festival	\$	351,000	Tabled	
13		96	Special Revenue Fund	Hospitality Tax	Approval of SERCO (Tier 3) funding level	Admin has no recommendations	\$	67,895 \$	67,895 \$	
14		97	Special Revenue Fund	Hospitality Tax	Approval of Gateway Pocket Park/Blight Removal Project	Admin has no recommendations	\$	250,000 \$	250,000 \$	
15		97	Special Revenue Fund	Hospitality Tax	Approval of Historical Corridor funding level	Admin has no recommendations	\$	372,715 \$	372,715 \$	
16		97	Special Revenue Fund	Hospitality Tax	Approval of Famously Hot New Year (Tier 3) funding level	Admin has no recommendations	\$	75,000 \$	75,000 \$	
16A	Livingston	97	Special Revenue Fund	Hospitality Tax	Motion to Fund Famously Hot New Years	Admin has no recommendations	\$	75,000 \$	75,000 \$	
17	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Councilmember H-tax allocations funding level	Admin has no recommendations/Reduced by 50% in FY21; we will need clarification of Council's desire to rollover any unexpended Council allocations	\$	906,675 \$	906,675 \$	
18	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Reserve for Future Years/Contingency funding level		\$	150,000 \$	150,000 \$	
19	Administration	97	Special Revenue Fund	Hospitality Tax	Approval of Transfers-Out funding level/Cost Allocation	Htax Debt Service and Support of the General Fund	\$	4,487,750 \$	4,487,750 \$	
20		97	Special Revenue Fund	Hospitality Tax	RC Volley ball Complex	Admin has no recommendation; new group seeking Council funding	\$	3,950,000	motion passed to send to committee for vetting.	
21		97	Special Revenue Fund	Hospitality Tax	SC Kings Foundation New Level Sports Center	Admin has no recommendation; new group seeking Council funding	\$	9,500,000	motion passed to send to committee for vetting.	
22	Baron		Special Revenue Fund	Hospitality Tax	I would like to make a motion we fund the Big Red Barn out of Htax Funding					
23	Baron		Special Revenue Fund	Hospitality Tax	I would like to make a motion that any non profit that cannot be funded out of Htax funding in the FY2022 Budget and Council chooses to fund be considered to be funded with relief funds.					
24	Administration	105-106	Special Revenue Fund	Richland County Conservation Commission	RCCC Community Conservation Grants and Historic Preservation Grants	Part of the Overall Conservation Commission Budget	\$	250,000 \$	250,000 \$	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount
24A	Administration	106	Special Revenue Fund	Richland County Conservation Commission	Rollover of Conservation Grant	Part of the Overall Conservation Commission Budget	6,500 \$	6,500 \$	6,500 \$
25	Administration	108-111	Special Revenue Fund	Richland County Neighborhood Redevelopment	Neighborhood Improvement matching grants Committee	Part of the Overall Neighborhood Redevelopment Budget	37,388 \$	37,388 \$	37,388 \$
26	Administration	112-118	Special Revenue	Grants	Approve grants departments are applying for FY22	* Departments requesting approval of \$330,889 in matching funds for grants requiring cash match. * Departments requesting approval of grants departments are applying for totalling incoming potential revenue of \$38,212,127 including associated matching needed	\$28,212,127	\$28,212,128	\$28,212,128
GENERAL FUND									
27	Administration	5	General Fund	County Departments	Approve as presented in Budget Work Sessions	Admin Base amount: will increase per Council Motions	\$179,413,664	\$179,413,664	\$179,413,664
27A	Administration	5	General Fund	Transfer Out	Approve as presented in Budget Work Sessions	General fund support of other funds; Will increase per other Motions	\$8,517,112	\$8,517,112	\$8,517,112
27B	Administration		General Fund	Transfers Out	Motion to appropriate \$925,000 to be added to the vehicle replacement fund to enable the execution of a vehicle lease program in FY2022. These funds would be sourced from the additional State appropriation to the local government fund. Additional funding for this project will be from the vehicle replacement fund FY2022 appropriation and funds that exist in the vehicle replacement fund.	Any additional funds from the additional local government funds will be used to reduce the overall budget impact on the general fund balance. Will increase Item 27A			\$925,000
27C	Terraco		General Fund	Soil and Water Conservation District	Move to restore \$154,217 to the salaries and benefits line items associated with providing staff support for the RSCWCD staffing; with the expectation that any increases not explicitly approved by Council must be funded from another funding source provided by the RSCWCD.	These recommendations will allow RCC and RSCWCD to function independent of one another, as requested. Will increase Item 27			\$154,217
28	Administration	86-88	General Fund	Discretionary Grant	Approve total of \$200,000 in discretionary grant committee recommendations		\$200,000	\$200,000	\$200,000
29	Administration	90	General Fund	Contractual & Statutory Grant - Central Midlands COG, City Center Partnership, LRADAC	Approve as presented in budget work sessions	City Center would remain at the annual \$47,500 and not the requested \$75K	\$848,326	\$848,326	\$848,326
30		89	General Fund	Lump Sum Allocations	Base amount approved FY21 \$21,310,364	Admin has no recommendations	\$2,281,993		
30A	McBride		General Fund	Lump Sum Allocations	Move to allocate \$75K to St. John Community Development Corporation	to help fund "Project URGENCY" (1) Move to allocate \$75,000 to Saint John Community Development Corporation to help fund "Project URGENCY" (Understanding Real Generational Educational and Economical Needs of Community and Youth). The funding is to be designated as a Lump Sum Outside Agency Appropriation.	\$75,000	\$75,000	\$75,000
30B	McBride		General Fund	Lump Sum Allocations	Move to allocate \$60K to Willey Kennedy Foundation	Expansion of Its Embrace and Engage Richland County Community Initiative: "Move to allocate a total of \$60,000 to Willey Foundation for the expansion of its Embrace and Engage Richland County Community Initiative to strengthen the community's civic engagement, economic growth and well-being beyond preventing violence or crime. The funding is to be designated as a Lump Sum Outside Agency Appropriation."	\$60,000	\$60,000	\$60,000
30C	McBride		General Fund	Lump Sum Allocations	Move to allocate an additional \$10K to Greenview Swim Team	Expand the number of children and free lessons for families that cannot afford. "Move to allocate an additional \$10,000 to Greenview swim team request to expand the number of children and free lessons that will be available for families who can't afford to pay for swimming lessons and activities. This is a countywide project contingent on availability of county and city swimming pools. Arrangements will be negotiated with appropriate parks and recreation directors. The funding is to be designated as a Lump Sum Outside Agency Appropriation. Third Amount: represents the total requested by group	\$10,000	\$10,000	\$20,000
30D	Livingston		General Fund	Lump Sum Allocations	Move to fund the following groups at the FY21 level: Capitol Senior Center, Glenison University Extension, Columbia Urban League, Communities in School, Egenunity, Greater Columbia Community Relations, Palmetto AIDS Life Support, SC HIV AIDS Council, Senior Resources, Transitions Homeless Shelter		\$1,451,439	\$1,451,439	\$1,451,439
30E	Livingston	89	General Fund	Lump Sum Allocations	Move to fund United Way at amount requested		\$281,445	Motion didn't pass.	Motion didn't pass.
30F	Terraco/Mackey		General Fund	Lump Sum Allocations	MIRCI (Mental Illness Recovery Center)	MIRCI (Mental Illness Recovery Center) for services to youth and adults aged 17 and above, including Homeless Outreach, Permanent Housing, Behavioral Healthcare, and care for those with severe and persistent mental illness.			\$250,000
30G	Terraco		General Fund	Lump Sum Allocations	Animal Mission	Funding for spay/neuter program			\$21,000
31		79	Various	Various	To allocate Lump sum funding to various groups that have historically been funded in multiple funds: \$53,000 Columbia Chamber of Commerce for BBAC; \$20,000 for Congaree River Keeper; \$42,900 keep the Midlands Beautiful; \$53,000 River Alliance	Groups also awarded lump sum discretionary allocations from other funds or another portion of the General Fund represents the FY21 funding level; Admin has no recommendations	\$168,900	\$168,900	\$168,900

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Notes	FY22 Second Reading Amt.	FY22 Second Reading Action	FY22 Third Reading Amount	
31A	Livingston		Various	Various	Move to Fund the River Alliance at the FY21 Level	Funded in Item 31	\$53,000	\$53,000	\$53,000	
SPECIAL REVENUE FUNDS										
32	Administration	132	Special Revenue	Victims Rights	Allocate funding to approve Victims Assistance Budget		1,094,789	1,094,789	1,094,789	
33	Administration	132	Special Revenue	Tourism Development	Allocate funding to approve Tourism Development Budget		1,000,000	1,000,000	1,000,000	
34	Administration	132	Special Revenue	Temporary Alcohol Permits	Allocate funding to approve Temporary Alcohol Permits Budget		170,000	170,000	170,000	
35	Administration	132	Special Revenue	Emergency Telephone System	Allocate funding to approve Emergency Telephone System Budget		6,943,223	6,943,223	6,943,223	
36	Administration	132	Special Revenue	Fire Service	Allocate funding to approve Fire Service Budget		29,794,288	29,794,288	29,794,288	
37	Administration	132	Special Revenue	Stormwater Management	Allocate funding to approve Stormwater Management Budget		3,511,977	3,511,977	3,511,977	
38	Administration	132	Special Revenue	Conservation/Commission Fund	Allocate funding to approve Conservation/Commission Fund Budget		1,033,470	1,033,470	1,033,470	
38A	Terrillo		Special Revenue	Conservation/Commission Fund	Move to restore \$100,000 to the Professional Services line item and approve the annual General Fund transfer in of \$143,988 to manage Pinewood Lake Park, Mill Creek, and Cabin Branch, as previously approved by Council, with the expectation that any unused General Fund dollars transferred shall be returned back to the General Fund balance at the end of each fiscal year, unless otherwise approved by Council	Will increase Item 38 by \$100K and will increase Item 27A by \$143,988			\$100,000	
39	Administration	132	Special Revenue	Neighborhood Redevelopment Fund	Allocate funding to approve Neighborhood Redevelopment Fund Budget		850,792	850,792	850,792	
40	Administration	122	Special Revenue	Hospitality Tax	Allocate funding to approve Hospitality Tax Budget		7,400,000	7,400,000	7,400,000	
41	Administration	123	Special Revenue	Accommodation Tax	Allocate funding to approve Accommodation Tax Budget	Will change per Council and Admin HTAX Millions	325,000	325,000	325,000	
42	Administration	132	Special Revenue	Title IV-D - Sheriff's Fund	Allocate funding to approve Title IV-D - Sheriff's Fund Budget		55,000	55,000	55,000	
43	Administration	132	Special Revenue	Road Maintenance Fee	Allocate funding to approve Road Maintenance Fee Budget		8,051,033	8,051,033	8,051,033	
44	Administration	132	Special Revenue	Public Defender	Allocate funding to approve Public Defender Budget		5,191,765	5,191,765	5,191,765	
45	Administration	124	Special Revenue	Transportation Tax	Allocate funding to approve Transportation Tax Budget		73,000,000	73,000,000	73,000,000	
46	Administration	132	Special Revenue	School Resource Officers	Allocate funding to approve School Resource Officers Budget		6,795,405	6,795,405	6,795,405	
47	Administration	132	Special Revenue	Economic Development	Allocate funding to approve Economic Development Budget		1,857,915	1,857,915	1,857,915	
DEBT SERVICE										
48	Administration	174	Debt Service	General Debt Service	Allocate funding to fund debt debt service		15,335,648	15,335,648	15,335,648	
49	Administration	174	Debt Service	Fire Bonds Debt Service	Allocate funding to fund debt debt service		549,000	549,000	549,000	
50	Administration	174	Debt Service	Hospitality Refund 2013A/B/S	Allocate funding to fund debt debt service		1,486,550	1,486,550	1,486,550	
51	Administration	174	Debt Service	RC JP Bonds 2019	Allocate funding to fund debt debt service		1,604,590	1,604,590	1,604,590	
52	Administration	174	Debt Service	Park Richard Public Svc Dist	Allocate funding to fund debt debt service		1,438,560	1,438,560	1,438,560	
53	Administration	174	Debt Service	Recreation Commission Debt Svc	Allocate funding to fund debt debt service		3,240,125	3,240,125	3,240,125	
54	Administration	174	Debt Service	Reverbank 200 Debt Service	Allocate funding to fund debt debt service		2,529,374	2,529,374	2,529,374	
55	Administration	174	Debt Service	School District 1 Debt Service	Allocate funding to fund debt debt service		41,891,138	41,891,138	41,891,138	
56	Administration	174	Debt Service	School District 2 Debt Service	Allocate funding to fund debt debt service		65,822,488	65,822,488	65,822,488	
57	Administration	174	Debt Service	Transportation Bonds	Allocate funding to fund debt debt service		31,832,222	31,832,222	31,832,222	
ENTERPRISE										
58	Administration	154	Enterprise	Solid Waste Enterprise Fund	Allocate funding to approve Solid Waste Budget		37,067,254	37,067,254	37,067,254	
59	Administration	154	Enterprise	Richard County Utilities	Allocate funding to approve Richard County Utilities Budget		10,850,000	10,850,000	10,850,000	
60	Administration	154	Enterprise	Hamilton-Owens Airport Oper	Allocate funding to approve Airport Budget	Includes Transfer In from the GF	577,446	577,446	577,446	



YOUR FLEET ROADMAP

WHAT TO EXPECT DURING YOUR FIRST YEAR.

We're here to make your job managing your fleet as easy as possible – and that starts with letting you know how the next year with Enterprise Fleet Management will unfold.

Partnership Begins

MONTH 1-3

MONTH 3 - 6

MONTH 6 - 12

3-month check in.
Let's talk.



Welcome

Meet your local account team – the people who will be taking care of you and your fleet.

[More →](#)

Plan

Establish your customized implementation roadmap, including replacement milestones, annual goals and more.

[More →](#)

Train

Make sure everyone on your team, including your drivers, has everything they need for a smooth transition.

[More →](#)

Implement

Get everything rolling, including your client portal and the eFleets Mobile App.

[More →](#)

6 Month Review

Take a look back at your first year, celebrate success, spot areas for improvement and make a plan for the next year.

[More →](#)

Annual Review

Remember that we'll never stop working by your side to make your fleet the very best it can be.

[More →](#)



WELCOME

Our job is to make your job easier – and that starts with getting to know us and how we work. At this first meeting, you'll meet your Account Management team, either on the phone or in person. We'll revisit your goals, and show you how to achieve them using key elements of your fleet management program.

What to expect:

- Introduce key team members
- Review expectations for next 12 months
- Walk through implementation packet

After this meeting, you'll receive:

Comprehensive implementation packet, with information on how to use each part of your program

Who should attend:

From Enterprise:

Enterprise Fleet Management Manager
Account Executive
Account Manager

From your team, involved with the fleet program:

Business Executive
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Accounts Payable (AP)
Administrative Personnel



PLAN

As we start to put your program into motion, we believe it's valuable to outline key expectations and responsibilities. At this second step, we'll share key fleet maintenance, repair and replacement milestones. Our team will also provide detailed descriptions of the next steps – and who's responsible for each.

What to expect:

- Create ongoing strategy for resale and replacement
- Establish benchmarks and milestones
- Outline team responsibilities moving forward
- Ensure we have accurate driver information to upload into the website

After this meeting, you'll receive:

Fleet implementation guide with key milestones and responsibilities

Who should attend:

From Enterprise:

Enterprise Fleet Management Manager
Account Executive
Account Manager

From your team:

Business Executive
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Accounts Payable (AP)
Administrative Personnel



TRAIN

Next, we'll help you introduce Enterprise Fleet Management to your team. We will work with you to rollout the program to your drivers, and verify any specific vehicle delivery expectations. We'll also give you an in-depth look at your client portal and the eFleets Mobile App.

What to expect for administrators:

- Set up access to client portal
- Arrange dashboards bringing key data points forward
- Make sure drivers are set up for access to the Mobile App

What to expect for drivers:

- Create driver logins for the eFleets Mobile App
- Verify driver preferences and vehicle delivery expectations
- Walk-through of the new fleet program and services

After this meeting, you'll receive:

Full access to client portal and eFleets Mobile App

Who should attend:

From Enterprise:
Account Manager
Account Fleet Coordinator

From your team:
Drivers
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)
Administrative Personnel



IMPLEMENT

As your first vehicles are replaced or delivered, we'll have a quick meeting to make sure everything is rolling along as you expect. We'll also take this chance to answer any questions you may have – but of course, you're free to reach out to us at any time.

After this meeting, you'll receive:

- Confirmation of any action items we have identified.
- Provide Accounts Payable with the Business Solutions (866-556-2864) team information to ensure billing is accessible and current.

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Accounts Payable (AP)



THREE-MONTH CHECK-IN

We're all about celebrating milestones – but we're also here to make sure you're ready for whatever lies ahead. Three months in, we'll bring our teams together again to verify everything is going according to plan, and set a schedule for the six-month meeting.

What to expect:

- Study initial vehicle data to spot any performance gaps
- Review initial vehicle deliveries
- Ensure you know how to log into the client website
- Review billing statement and how to access
- Answer any outstanding questions or concerns

After this meeting, you'll receive:

Confirmation of next steps or adjustments to 12-month plan based vehicle data

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)



6 MONTH REVIEW

We believe the best way to make smart decisions about your fleet is to have the right data at your fingertips whenever you need it. Now that your fleet has been on our system for a while, we'll share some initial trends and measure these against your goals.

What to expect:

- Review vehicle performance and driver behavior
- Identify areas for recognition
- Measure performance against goals
- Study trends for opportunities to shift plan

After this meeting, you'll receive:

Confirmation of any revisions to 12-month plan based on vehicle trends

Who should attend:

From Enterprise:
Account Manager

From your team:
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)



ANNUAL REVIEW

It's time to celebrate! Reaching your first year is an important milestone. We'll take the time to review how far you and your drivers have come, and we'll create a plan to address any issues that have come up along the way.

What to expect:

- Review of detailed fleet performance data
- Report on driver compliance and technology use
- Measure results vs. goals
- Create next year's plan and address any gaps

After this meeting, you'll receive:

New 12-month plan

Who should attend:

From Enterprise:
Account Manager

From your team:
Business Executive
Primary Fleet Contact (PFC)
Primary Maintenance Contact (PMC)

NOTES

Richland County Council Request for Action

Subject:

Department of Public Works - Solid Waste & Recycling Division - Area 1 Collections Agreement Amendment

Notes:

December 16, 2021 – The A&F Committee recommended Council approve the amendment to Area 1's collections agreement.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling	
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021	
Legal Review	Patrick Wright via email		Date:	December 01, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Solid Waste & Recycling Collections: Area 1 Collections Agreement Amendment			

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to the Area #1 Collections Agreement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This negotiation result has several positive results:

1. The contractor will eliminate the Consumer Price Index (CPI) that will otherwise occur on January 1, 2022 on all other contracts. This will reduce the cost for the months of January and February of 2022.
2. The re-negotiated contract rate is very favorable to the County. The Contractor has agreed to a curbside unit rate reduction of 19% and backyard unit rate reduction of 45%, compared to the existing contract.
3. The Contractor has agreed to all terms of the Amendment.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

"Mr. Malinowski stated the committee recommendation was for denial of the award of the contract."

Council Member	October 26, 2021 Administration & Finance Committee Recommendation
Meeting	Regular Session
Date	November 09, 201

STRATEGIC & GENERATIVE DISCUSSION:

Following the Council confirmation of the motion to deny the results of the procurement process, the County staff negotiated the contract in order to achieve positive results for the customers.

The contract will be in effect starting on March 1, 2022 and continue for three years with two one-year extensions. The results of the contract negotiation is enumerated below and provides the Contractor's commitment to efficient services to the customers of Richland County. Waste Management of South Carolina is the current provider; therefore, there will be a continuity of services. The following positive actions will happen:

1. The contractor agreed to reduce the rates to reduce the cost of this contract. This will assist the enterprise from significant cost increases.
2. The contractor agrees to eliminate the Consumer Price Index (CPI) increase that would have otherwise occurred by contract terms, from January 1, 2022 to March 1, 2022. This saves additional costs to the enterprise. Note that the CPI through October has now risen to 6.2 %. There are other collection areas where the costs will rise on the CPI.
3. With implementation of the contract extension, SWR does not anticipate any service interruptions for the residents of Area 1. As the incumbent service provider, we do not expect any changes to collection days. The Contractor has provided Richland County with plans going forward on how to improve collections and has been monitored weekly by staff at SWR. The provider has retained the services of additional employees that will be integral to the service levels expected by residents and the County.
4. The contractor has agreed to all terms including penalties.
5. The contractor will be equally sharing in operating costs to promote their engagement in customer service. The contractor will become fully responsible for the cost of Fleetmind equipment and system maintenance.

If the request is denied, the following is subject to occur:

1. With a denial of this recommendation, County residents will be without curbside service for an undetermined period of time. The ability of another Contractor to provide this service will come with higher rates and lengthy delays. The inability to collect municipal solid waste weekly can lead to potential health and vector issues.
2. The only alternative is to re-issue an RFP for collection area 1, again. Analyzing the results from the most recent RFP, we found that solid waste collection contractors are in short supply.
3. As indicated in the negotiation, the existing contractor may not be adding dedicated staff as outlined in the proposal. This scenario following a denial has a negative effect on the Richland County Customers and the service levels they expect.

4. If this above happens, the County will be responsible for the higher existing rate plus the CPI on January 1, 2022.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This amendment will comply with the ordinance, Chapter 12 - Solid Waste and Recycling, both existing and the re-write in progress.

This amendment will become a standard for amending all other contract areas in order to provide compliance with County Laws and equity to all Contractors with regard to standardized County operations.

ATTACHMENTS:

1. Amendment #2 to Service Area #1 - Collections Agreement
2. Service Area #1 Collections Agreement and Contract
3. Amendment #1 - Assignment of Service Area #1 - Collections Agreement

STATE OF SOUTH CAROLINA)
) AMENDMENT #2 TO SERVICE AREA #1
 COUNTY OF RICHLAND) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT is made this ____ day of _____, 2021, by and between Waste Management of South Carolina, Inc. (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Service Area #1 Collections Agreement and Contract, dated July 31, 2014 (the Agreement), via the first Amendment to the Contract, dated July 18, 2018, the Assignment of Service Area #1 Collections Agreement, to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on March 1, 2022 and expires on February 28, 2025, but allows for two additional renewal periods for a maximum extension to February 28, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments:

Exhibit "A" Scope of Services and Requirements - Service Area 1:

2. B. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Quantities limited to the equivalent of 2 roll carts. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. Bulk Item Collection by appointment. Items are limited to four (4) items per request. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to a bi-monthly service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its fullest to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor. Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$20.68 per customer per month. The new backyard service rate will be \$37.22 per customer per month. The new backyard service rate calculated at 1.8 x base curbside rate. These new rates become effective on March 1, 2022.

3. Annual Consumer Price Index Adjustment. Percentage adjustment, up or down, to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. (The Contractor will not utilize the CPI for the 2022 Calendar Year, furthermore, will maintain its 2021 rates until this Amendment is in effect with new rates).

3. Monthly Fuel Adjustment. Removed by this amendment.

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collection's vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. The Contractor shall immediately report fuel and oil spills of any size to the C.O.R. and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the

Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart
- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

To County: _____

To Contractor: _____

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Waste Management of South Carolina, Inc.

Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #1 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 31st day of July, 2014, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Allwaste Services Inc whose address is 227 Glassmaster Road, Lexington, SC 29072, hereinafter referred to as "Contractor". This Contract will be effective as of January 1, 2015 and shall end December 31, 2019 subject to the terms and conditions of this Contract. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #1.

WITNESSETH

WHEREAS, the County desires to continue to engage Contractor to render solid waste collection and transportation services in Service Area #1 of the County;

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County will retain Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical Information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with Contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this specific Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Allwaste Services Inc."

- E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Richland County Government", South Carolina hereinafter will be referred to as "County".
- I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.
- J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #1 provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

3. ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a

Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4).b) be paid over to the County unless the County has already offset those monies under 6.C.4).a). In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5), including this paragraph but excepting 6.C.1), in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract will not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without advance written approval of Richland County Council. In the event Contractor does not receive such approval prior to the closing of a transaction that includes the assignment of this Contract, Contractor agrees that it will continue to perform this Contract for up to thirty (30) days thereafter to allow the County time to either approve the assignment or terminate the Contract as permitted by Section 37 hereof.

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" Includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide Information and submit reports on employment as County requests. Failure to comply may result in termination of this contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of

them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

15. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

16. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

18. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of

Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

- 1) contractual liability;
- 2) a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
- 3) a provision that the policy is primary to all other insurance or self-insurance.
- 4) endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

19. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

20. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

21. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party;

Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Government, Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Allwaste Services, Inc, 227 Glassmaster Road Lexington, SC 290729*

22. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

23. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

24. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond Issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for three months and shall be a one-year bond renewed and adjusted each year to the three month amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2019, commencing on January 1, 2015, unless Contract is terminated sooner by its own terms or is extended or is renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

27. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states: "WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his

action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

29. QUALIFICATIONS:

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Contractor certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such Investigation, as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at anytime throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #1 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the contract;

- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #1.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #1 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

32. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in

full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

33. SOUTH CAROLINA LAW CLAUSE:

The Contractor must comply with the laws of South Carolina and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

34. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall be required to certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

A. Contractor(s) shall be required to provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

35. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

36. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required

by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- B. All Contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the Information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting Contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN 203-1065
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. ~~Common parent.~~

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within ten (10) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County

to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #1
- C. ENTIRE CONTRACT

This Contract Including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, including, without limitation, the Current Contract, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

No Contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective on January 1, 2015.

_____ NOT USED _____

ALLWASTE SERVICES INC

Print/Type Name of Agent: *Daniel G. Hicks*

Title of Agent: *President*

Authorized Agent Signature: *[Signature]* Date: *7/8/2014*

Print/Type Name of Attestor: *Deborah T Meetze*

Signature of Attestor: *[Signature]* Date: *7/8/2014*

My Commission Expires October 1, 2023

(Must be notarized by a Notary Public)



RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: *Tony McDonald*

Title of Agent: *County Administrator*

Authorized Agent Signature: *Tony McDonald* Date: *7/31/14*

Print/Type Name of Attestor: *Ashiya A. Myers*

Signature of Attestor: *Ashiya A. Myers* Date: *7/31/14*

Richland County Attorney's Office

[Signature]

Approved To LEGAL Form Only.
No Opinion rendered As To Content.

SEAL

Michelle Onley
(Must be notarized by a Notary Public)

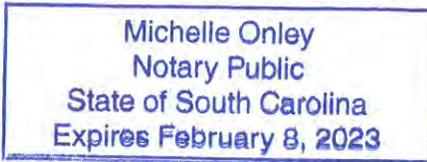


EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #1

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential collection service within the area defined as Service Area #1.

Contractor shall collect solid waste from households, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person and/or the spouse, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for collection under this Contact. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial customers are responsible for storage, collection, and disposal of solid waste generated by their activities. These customers may negotiate with any company providing such services. Commercial customers whose solid waste requirements can be handled by no more than two (2) roll carts per week may be considered for residential type solid waste collection service by the County pursuant to County ordinance and if approved shall be collected under the terms of this contract.

2. SERVICES

Residential collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Residences on corner lots may receive the service from the front or side street. Said collections shall not begin before 7:00 AM and shall be completed by 7:30 PM on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. . Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th.

A. Contractor shall at a minimum provide the following to each eligible residential household and any approved small business:

Garbage Collection Service shall be provided pursuant to the following conditions:

- 1) Household Garbage shall be collected once each week using roll carts designated by the COR.
- 2) Commercial and residential type garbage shall be collected from approved small businesses once each week using roll carts designated by the COR.
- 3) Regular garbage collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 4) Neither household waste nor commercial waste may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables.
- 5) Excess garbage beyond that which can be placed in the roll cart shall be collected

when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the excess garbage placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage to cease the practice or require the generator to pay for additional roll cart service.

- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine landscape maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine landscape maintenance shall be collected in unlimited quantities when stacked neatly at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage, commercial garbage or recyclables and must be picked up separately;
 - 4) Yard waste shall be collected in unlimited quantities provided:
 - a) The items are placed in neat stacks or piles at the curb; and,
 - b) The items do not extend into the street,
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection by Appointments shall be performed as follows:
- 1) There are no limits to the number of appointments or the quantities as long as the items come from the house at the location and the house is eligible for curbside service.
 - 2) Large appliances, household furnishings, and large yard toys are considered bulk items and shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances, such as refrigerators are considered bulk items and, shall be collected by appointment, only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items also include but are not limited to, in-door and out-door furniture, white goods, and playground equipment if disassembled etc.) shall be collected by appointment.
 - 5) Contractors will not charge households for any appointment only.
- E. Other
- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts and recycle bins are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute

between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from tree removal.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to the collection schedule for household garbage, recyclables or yard waste at least four weeks in advance. Contractor must provide a collection schedule (Contractor's expense) to each customer, the COR and the Director of Solid Waste and Recycling no later than fourteen (14) business days prior to any changes. The contractor must have received written authorization from the County prior to initiation of a schedule change. The County is not obligated to grant such requests if deemed not to be in the best interests of the County.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor agrees not to charge fees or seek payment from households or small businesses for any services provided through this Contract and further agrees not to sell collection service to households while providing services for the County.

- 5) If or when the County decides to incorporate radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for use under this Contract with the necessary hardware to administer the program. The County will be responsible for all initial installation and de-installation costs. The Contractor hereby agrees to maintain all such equipment whether repairs

or replacement is required through the term of this Contract. The RFID equipment installed on the Contractor's vehicles shall remain the property of the County thus shall be returned to the County at the end of this Contract. The County and the Contractor will mutually agree to an additional rate per home per month, in advance of the initial installation, as compensation to account for the RFID equipment repair and replacement provision once the RFID vendor is determined. The repair and replacement rate per home per month will be re-negotiated if the contract is extended.

- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance pursuant to the terms of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #1 by the unit price per household garbage roll cart or small business garbage roll cart as established in this Contract;
- B. The number of eligible households garbage roll carts and approved small business garbage roll carts in Service Area #1 shall be adjusted monthly by the COR to account for permanent additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, etc.;
- C. Temporarily vacant household will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and damages to roll carts or recycle bins from pay when determined by the County to be the fault of the Contractor;
- E. The County will not pay for non-pickup;
- F. Payment will not be made for collection, transportation and disposal services other than County approved services;
- G. The County will not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage, residential yard waste, bulk items and residential recyclables for Service Area #1:

The service cost per eligible household garbage cart per month shall cover household garbage, recycling, bulk items and yard waste collection services.

Service Area #1	Carts to be serviced as of January 1, 2015
Cost per eligible household (or small business) garbage roll cart per month for curbside service	\$20.60
Ascot – Backyard Service	
Cost per eligible household garbage roll cart per month for backyard service	2.5 Times the curbside garbage roll cart rate
Consumer Price Index (CPI)	3.5% per year
Fuel Threshold	\$3.80 per gallon consistent with the fuel escalator schedule below.
Fuel Escalator Schedule	
For every ten (10) cent increase in diesel fuel prices over \$3.80 per gallon, the fuel surcharge will increase the monthly household garbage cart cost by 1.0%	
For every ten (10) cent increase in diesel fuel prices over \$5.25 per gallon, the fuel surcharge will increase the monthly household garbage cart cost by 0.25%	
The backyard household collection rate shall not exceed 2.5 times the base rate for curbside collection for additional residential subdivisions requesting backyard service.	

Collection and transportation will be in accordance with the minimum requirement indicated below:

Municipal Solid Waste (MSW) Schedule and Container	Collection and transport shall be once per week in county designated roll carts
Excess MSW beyond that which can be placed in the roll cart shall be collected if placed in plastic bags or other county approved container when placed alongside the roll cart on collection day	
Recyclables Collection Schedule	Collection and transport shall be once every other week
Recyclables Container	Typically 95 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose.
Bulk Items Collection (white good, brown goods, yard furniture, large toys, etc.)	By appointment only; establish an appointment time that falls within two (2) business days of notification of a request for an appointment by the County

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls and complaints shall be responded to within 24 hours of receipt of the call or complaint from the County with valid complaints resolved within 24 hours following notification. The Contractor shall not count weekends and holidays in the time requirement for a response.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display proper identification to customers as to name of each Contractor employee and the Contractor's address so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide countywide collection in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

The Contractor shall not solicit for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would create a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County within thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. The COR shall approve any changes to an approved Quality Control Plan.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level including a comprehensive breakdown of the types and frequencies of inspections to be conducted, methods for correcting deficiencies, and methods for precluding recurrence of defective work when discovered.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the CO for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of SCDHEC and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These

cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (Including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each residence living on the road provided each person who owns any portion of the private road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid

waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the cart to and from the curb. Recycling carts will also be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts will be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12 Section 12-1.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform

collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract and may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster **than the manufacturer's specification or eight seconds, whichever is faster.** The second time and all subsequent times during the term on the Contract a vehicle is found to have a dump cycle faster than the manufacturer's specification or eight (8) seconds, whichever is faster, the Contractor will be assessed a fine of one hundred (\$100.00), which will be deducted from the County's monthly payment to the Contractor for curbside collection service..

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a landfill tipping fee for residential waste delivered to the Richland County Landfill Inc. or other County designated landfill provided the waste was collected and transported pursuant to this Contract..

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor.

- 1) Fines for early collection start (prior to 7:00 AM) and unauthorized late collection (after 7:30 PM) on the scheduled day of collection:
 - first offense \$250.00
 - second offense \$500.00
 - third offense \$1,000.00
 - fourth termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense \$250.00
 - Second offense \$500.00
 - Third offense \$1,000.00
 - Fourth termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to the \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense: Two hundred and fifty (\$250.00) dollars
 - Second offence: Five hundred (\$500.00) dollars
 - Third offense: One thousand (\$1,000.00) dollars

This fine is in addition to E.3 above.

- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specification after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day.
- 8) Mixing commercial or "other counties" recyclables, garbage and yard waste with the County authorized household recyclables, garbage and yard waste or mixing recyclables, garbage and yard waste within the collection area will result in the following fines:
 - First offense: One thousand (\$1,000.00) dollars
 - Second offense: Two thousand (\$2,000.00) dollars
 - Third offense: Five thousand (\$5,000.00) dollars
 - Fourth offense: Termination of this Contract
- 9) The COR shall notify the Contractor and copy the Director of Procurement in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another Contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that another contract is so negotiated with a new Contractor or other Contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of

replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved landfill to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of each party, threatened against any party, nor to the best of the knowledge of each party is there any basis therefore, which in any manner questions the powers of each party to this agreement, or the validity of any proceedings taken by either party in connection therewith or wherein any unfavorable decision, ruling, or finding could materially affect the transactions contemplated by this agreement other than as described herein or which, in any way, would adversely affect the validity or enforcement of it (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby).

2. Assignor does hereby assign and transfer all of its rights, responsibilities, duties and obligations and interests in, to and under said Agreement to Assignee, subject to paragraph 3, below. Assignee hereby assumes all of Assignor's rights, responsibilities, duties, obligations and interests in, to and under said Agreement but only those which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment, subject to paragraph 3, below. The foregoing assumption expressly does not include an assumption of any liabilities arising prior to the date of this Assignment.

3. Coordination & Cooperation.

The Contractor, all of its employees and subcontractors, shall work in harmony with the same and all other trades, employees and contractors engaged in any work performed for the County. The Contractor shall collaborate with any other contractor(s) and proceed in such manner as to not interfere or delay the progress of the work as a whole.

4. Payments.

Exhibit A, 3. Payments "Consumer Price Index (CPI)" shall be changed to:

"Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted."

5. Contract Expiration Date.

Contract expiration date shall change from December 31, 2019 to February 28, 2022.

6. Notices.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been fully given as of the date and time the same are sent by electronic mail transmission, nationally recognized overnight delivery service or registered or certified mail, return receipt requested, and sent to the parties as follows:

To County: Richland County Govt Attn Procurement Manager
2020 Hampton St., Ste 3064 Columbia SC 29204

To Assignor: _____

To Assignee: _____

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Sherril Davis
Witness

Assignor
Allwaste Services, Inc.
[Signature]

[Signature]
Witness

Assignee
Waste Management of South Carolina, Inc.
[Signature]

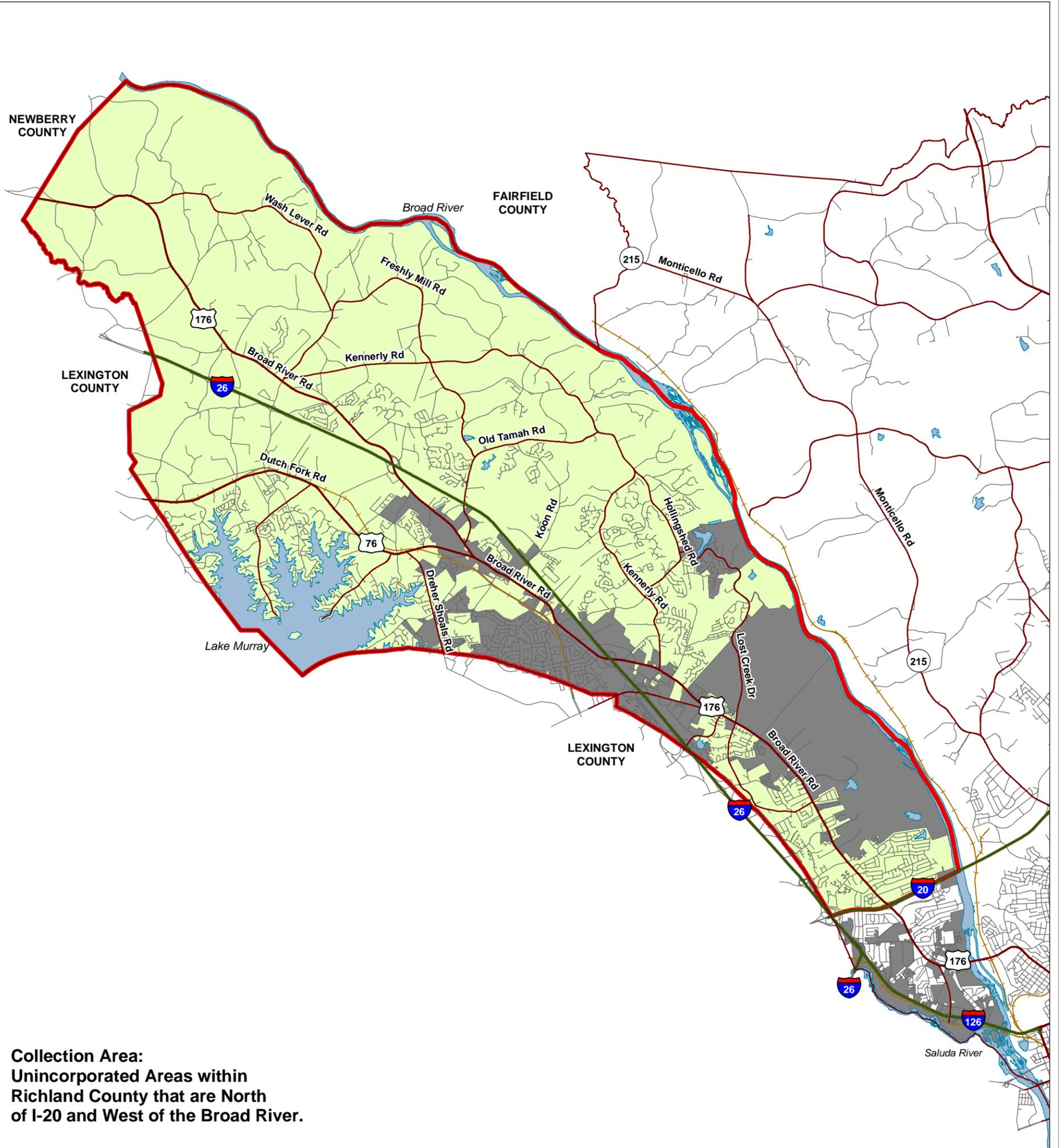
Richland County, South Carolina, hereby accepts and consents to this Assignment.

[Signature]
Witness

Richland County, South Carolina
[Signature]
By:
Its: Sandra Yudice, Ph.D
Assistant County
Administrator

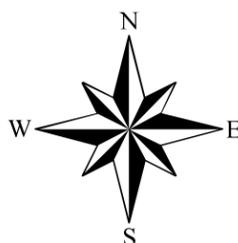
Richland County Attorney
[Signature]
Approved As To LEGAL FORM ONLY
No Opinion Rendered As To Content

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 1



Legend

- Collection Area Boundary
- Collection Area
- No Collection - Municipality or Federal Land



PUBLIC WORKS

SEPTEMBER 2021

Richland County Council Request for Action

Subject:

Department of Public Works - Solid Waste & Recycling Division - Area 3 Collections Agreement Amendment

Notes:

December 16, 2021 – The A&F Committee recommended Council to extend Area #3's collection agreement until May 21, 2022.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021
Legal Review	Patrick Wright via email	Date:	December 02, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Solid Waste & Recycling Collections Area #3 - Contract Time Extension		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to extend the time for Area #3 Collections Agreement to May 31, 2022.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The extension is intended to allow time for negotiation with the existing Contractor.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

This item was deferred.

Council Member	Gretchen Barron, District 7
Meeting	Regular Session
Date	December 07, 2021

STRATEGIC & GENERATIVE DISCUSSION:

Following Council action on the procurement process, staff will require time to negotiate with the Contractor. The next Committee and Council meeting grouping will conclude on March 1, 2022. Staff will need time to support the negotiation before the Contract expires on February 28, 2022.

The new contract expiration date will be May 31, 2022. If the request is denied, the existing contract will expire before a new contract can be approved by County Council.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Amendment to Service Area #3 - Collections Agreement (time extension)
2. Service Area #3 Collections Agreement and Contract
3. Map of Area #3

To County: _____

To Contractor: _____

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Capital Waste Services, LLC

Witness

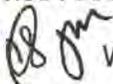
Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #3 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9th day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC whose address is 911 Lady Street, Suite D, Columbia, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #3.

February  WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

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INITIALS: COUNTY <CWS> 

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #3 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

INITIALS: COUNTY  <CWS> 

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

1) Providing or attempting to provide or offering to provide any kickback;

INITIALS: COUNTY  <CWS> 

- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
 - 1) The proposal for the modification;
 - 2) The discussions conducted on the proposal(s), including those related to negotiating;
 - 3) Pricing of the modification; or
 - 4) Performance of the modification.
- C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

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INITIALS: COUNTY _____ <CWS> 

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

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equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

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4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not

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appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party;
Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail;
and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Capital Waste Services LLC, 911 Lady Street Columbia South Carolina 29201*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

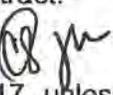
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The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed ~~December 31, 2021~~ ^{January 31, 2022} , commencing ~~January 1, 2017~~ ^{February} , unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #3 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #3.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

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- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #3 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);

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- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Other _____

F. *Common parent.*

- o Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- o Name and TIN of common parent:
- o Name _____
- o TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #3
- C. The county solicitation package and the Capital Waste Services LLC submittal

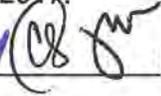
This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE

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EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective ~~January 1, 2017.~~

February 08 

NOT USED

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Capital Waste Services LLC

Print/Type Name of Agent: JAMES MIRAGE

Title of Agent: VP

Authorized Agent Signature: *[Signature]* Date: 11-8-16

Print/Type Name of Attestor: CAROL H. THIM

Signature of Attestor: *[Signature]* Date: 11/8/2016



SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

Authorized Agent Signature: *[Signature]* Date: 11/9/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor: *[Signature]* Date: 09 November 2016

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

[Signature]

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #3

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #3 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

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- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

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- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

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small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

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- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #3:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #3	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$20.32
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

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Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Capital Waste Services LLC so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be

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operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #3 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment

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incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (Including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

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The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

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The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a

decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

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epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following

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finer:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

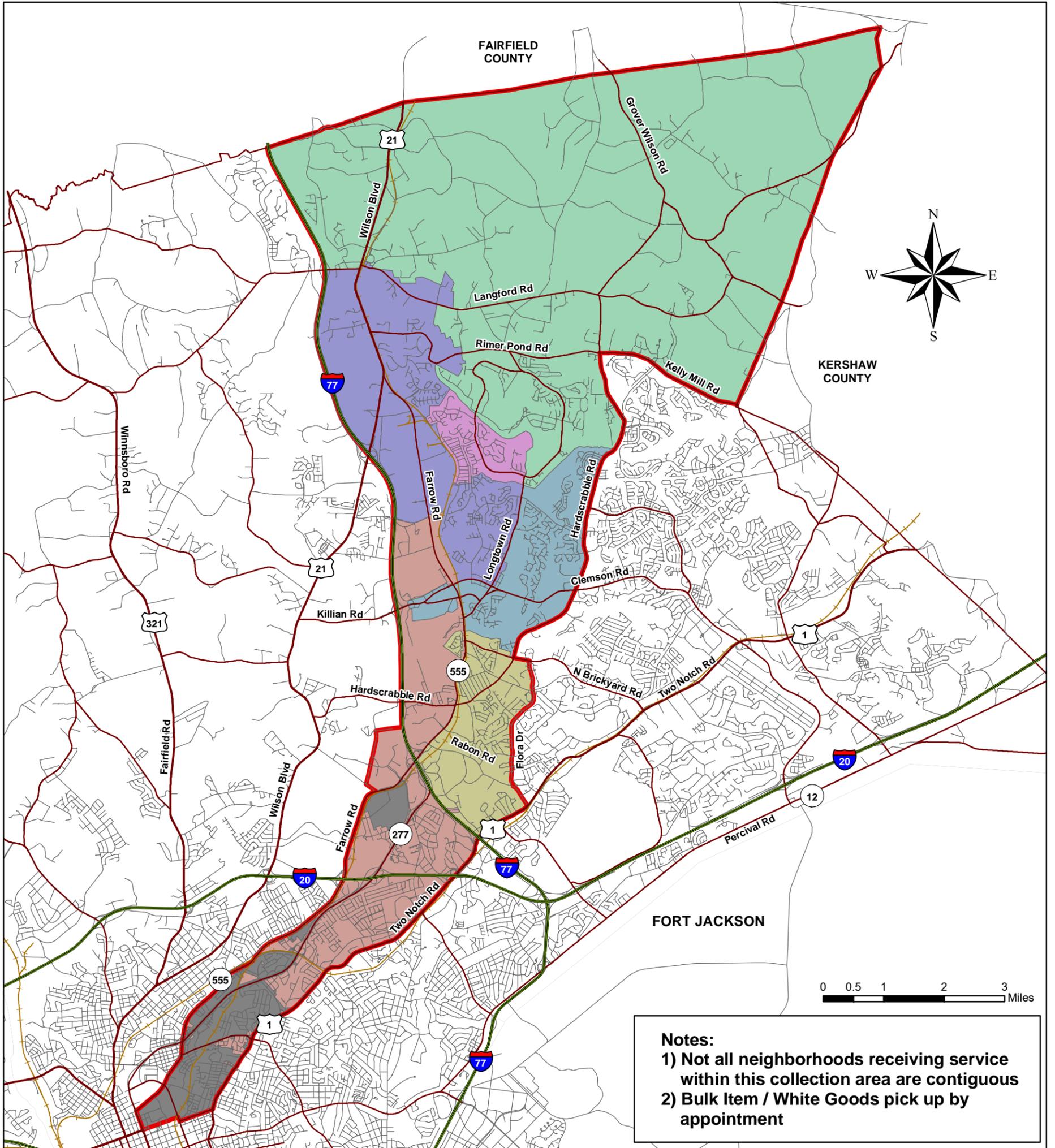
- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;

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- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 3



Notes:
 1) Not all neighborhoods receiving service within this collection area are contiguous
 2) Bulk Item / White Goods pick up by appointment

Legend

- Collection Area Boundary
- No Collection - Municipality or Federal Land

Collection Days*

Garbage / Recycling

- | | |
|--|--|
| <ul style="list-style-type: none"> Monday / Monday B Tuesday / Tuesday B Wednesday / Wednesday B Thursday / Thursday B | <ul style="list-style-type: none"> Thursday / Friday A Friday / Friday B |
|--|--|

JULY 2021



PUBLIC WORKS

* Yard Waste is Same Day as Garbage
 Recycling is Every Other Week A or B

Richland County Council Request for Action

Subject:

Department of Public Works - Solid Waste & Recycling Division - Area 6 Collections Agreement Amendment

Notes:

December 16, 2021 – The A&F Committee recommended Council extend Area #6's collections agreement until September 30, 2022.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	November 21, 2021	Meeting Date:	December 16, 2021
Legal Review	Elizabeth McLean via email	Date:	December 09, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	December 02, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Solid Waste & Recycling Collections Area #6 - Contract Time Extension		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the attached Amendment to extend the contract time to September 30, 2022 for the Area #6 Collections Agreement.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

County Procurement Code

MOTION OF ORIGIN:

"On November 18th, the A&F committee recommended Council deny the contract award, and re-bid the Area #6 Solid Waste & Recycling Collection Services contract."

Council Member	Bill Malinowski, District 1
Meeting	Regular Session
Date	December 07, 2021

STRATEGIC & GENERATIVE DISCUSSION:

At its December 07, 2021 meeting, Council denied the result of the procurement process and has approved a motion to reissue an RFP for Area #6. The time period for the RFP Process is three months. A new Contractor will require six months to mobilize with new equipment.

The existing Contract will remain in effect until September 30, 2022.

If the request is denied, County residents will be without curbside collection service for an undetermined period of time.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Amendment #2 to Service Area #1 - Collections Agreement
2. Service Area #1 Collections Agreement and Contract
3. Amendment #1 - Assignment of Service Area #1 - Collections Agreement

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor
Waste Management of South Carolina, Inc.

Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA #6 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9th day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Allwaste Services Inc. whose address is 227 Glassmaster Road, Lexington, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective ~~January 1, 2017~~. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #6.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Allwaste Services Inc."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

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INITIALS: COUNTY AS <ASI> WAS

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #6 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contractor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

1) Providing or attempting to provide or offering to provide any kickback;

- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

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equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Allwaste Services Inc., 227Glassmaster Road, Lexington South Carolina 29072*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of

attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed ~~December 31, 2021~~, commencing ~~January 1, 2017~~, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

February 28, 2021 WWA March 1, 2017

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #6 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no

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way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct

business in South Carolina and the County. (i.e., license, certifications and credentials.)

- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #6 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the

required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

TIN 56-2031065

- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Allwaste Services Inc. during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #6
- C. The county solicitation package and the Allwaste Services Inc. submittal

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective ~~January 1, 2017~~: *March 1, 2017* 

NOT USED

Allwaste Services Inc.

Print/Type Name of Agent:

William R. Amick
VICE PRESIDENT

Title of Agent:

Authorized Agent Signature:



Date: November 3, 2016

Print/Type Name of Attestor:

Malav Trivedi

Signature of Attestor:



Date: November, 3 2016

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

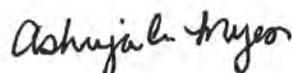
Authorized Agent Signature:



Date: 11/8/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor:



Date: 09 November 2016

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office



Approved As To LEGAL Form Only,

No Opinion Rendered As To Content.

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INITIALS: COUNTY

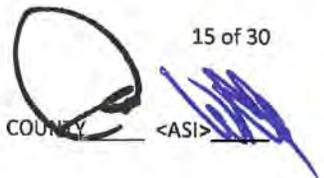


EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #6

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #6 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

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- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #6:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #6	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$19.65
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Allwaste Services Inc. so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be

operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #6 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment

incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper

collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing

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INITIALS: COUNTY CS <ASI> _____

recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste

- are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
 - 3) Where significant improvements in technology warrant such changes;
 - 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
 - 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
 - 6) The level of, nature of or need for services contemplated by the Contract has materially changed.



July 16, 2018

Dear Richland County Solid Waste Dept,

RE: 7103-077

We are extremely excited to announce that Waste Management has acquired Allwaste Services, Inc. Effective July 14, 2018, Waste Management will continue to provide the service you know and expect and will build on what ASI has provided over the past 20 years. As this consolidation moves forward, Waste Management will work diligently to understand our customers' needs with the immediate goal of making this a seamless transition. As a Waste Management customer, you can rest assured that you are with the industry solid waste service leader that will provide safe, dependable service, with a "customer first" mindset.

Please review the following information to assist with any questions you may have.

*****IMPORTANT SERVICE DAY INFORMATION*****

- For the near term, all service days will remain the same. If there are any future service day changes, Waste Management will communicate to all customers.

*****IMPORTANT BILLING INFORMATION*****

- Your total monthly billing rate(s) will remain the same
- Any invoices that you have received from Allwaste Services Inc., need to be paid to ASI
- Your next bill will come from Waste Management and will be payable to Waste Management
- If you are currently signed up for auto pay, you will need to set up auto-pay with Waste Management
- Beginning July 14, 2018, all customer questions and concerns should be directed to Waste Management. Contact information and normal hours of operations are noted below.
 - Hours of operation are 7:30 am – 5:00 pm ET, Monday through Friday
 - Local number (803) 808-5099
 - Email address southatlantic-cs@wm.com
 - Live Chat available at www.wm.com

We are committed to making this transition as smooth as possible for every customer. We welcome you to Waste Management and we look forward to being your solid waste provider.

Sincerely,

Allwaste Services Inc.

Waste Management of South Carolina Inc.

Richland County Council Request for Action

Subject:

An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended

Notes:

First Reading: December 14, 2021

Second Reading: January 4, 2022

Third Reading: February 8, 2022 [Tentative]

Public Hearing: January 18, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE ESTABLISHING NEW ELECTORAL DISTRICTS FOR THE ELECTION OF MEMBERS OF RICHLAND COUNTY COUNCIL PURSUANT TO THE UNITED STATES CENSUS OF 2020 AND IN COMPLIANCE WITH SECTION 4-9-90 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Incident to the adoption of this Ordinance, the County Council of Richland County, South Carolina, finds, as a fact, that each of the statements hereinafter set forth is in all respects true and correct:

(a) The United States Department of Commerce has declared final the results of the federal decennial census of 2020 (the “2020 Census”); and

(b) In compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended, Act No. 881, 1976 S.C. Acts 2501, and relevant portions of the United States Voting Rights Act, as amended, the Council has determined to realign the electoral districts for the election of members of Council in accordance with the 2020 Census and is adopting this Ordinance for that purpose.

SECTION II. From and after the effective date of this Ordinance as defined hereinafter, the County shall be divided into eleven (11) new districts for the purpose of electing members to the Council. Each new district shall be entitled to elect one (1) member of Council in accordance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended. The new districts are as defined and delineated on the schedule of precincts and voting districts [Exhibit A], and as shown on the series of eleven (11) maps [Exhibit B], all of which are attached hereto and incorporated herein.

SECTION III. The Richland County Board of Elections and Voter Registration is hereby directed, immediately upon the effective date hereof, to undertake, by and with the South Carolina Election Commission, all steps necessary for holding elections for members of the Council according to the regular schedule for the general election on November 8, 2022, in such of the new districts as is required in accordance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended.

SECTION IV. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION V. Conflicting Ordinances Repealed. All other ordinances previously adopted establishing electoral districts for the members of the Richland County Council that are inconsistent with this ordinance are hereby repealed as of the effective date of this Ordinance.

SECTION VI. Effective Date. This Ordinance is effective immediately upon third reading of the same.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST this the _____ day of
_____, 2021.

Anette Kirylo
Clerk of Council

First Reading:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request for Action

Subject:

Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto

Notes:

First Reading: December 14, 2021

Second Reading: February 8, 2022 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY
RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED
THERETO**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to sell its real property;

WHEREAS, the County owns approximately 34 acres on Longwood Road (“Property”) and has identified the Property as property the County desires to sell; and

WHEREAS, the County desires to enter into a purchase and sale agreement, the form of which is attached as Exhibit A (“Agreement”) with a purchaser of the Property to set forth the terms and conditions of the sale of the Property by the County to the Purchaser.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale of the Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair or the County Administrator to constitute evidence of the final approval thereof.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: December 14, 2021
Second Reading: February 8, 2022
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF PURCHASE AND SALE AGREEMENT

5. Closing. In the event that Buyer delivers a Notice to Proceed, the closing of the purchase and sale of the Property ("**Closing**") will be held via an escrow (the "**Escrow**") facilitated by Escrow Agent on any date selected by Buyer ("**Closing Date**") which is on or before that date which is sixty (60) days following the expiration of the Due Diligence Period. Notwithstanding the foregoing, if the date that is sixty (60) days following the expiration of the Due Diligence Period is not a business day, the Closing Date, unless otherwise mutually agreed by the parties, will be extended to the next business day. Further, the Closing Date may be further extended to accommodate any period specified in Section 7 or Section 8 with respect to Title Objections or Survey Objections.

6. Prorations and Adjustments to Purchase Price; Tax Incentives. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county real estate taxes, ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be exclusively responsible for the payment of any rollback taxes applicable to the Property, if any. In the event Impositions are not applicable to the Property on the date of Closing, no proration shall be applicable. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

(c) Seller shall utilize good faith efforts to have approved for the Buyer a fee-in-lieu of tax arrangement with a millage locked at 6%.

7. Title.

(a) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which are unacceptable to Buyer (each a "**Title Objection**"), and Seller shall, within ten (10) days after receipt of such Title Objection, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, then, at the option of Buyer, Buyer may, as its sole and exclusive remedies: (1) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (2) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (3) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the

Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections. If Buyer fails to give notice of its election to terminate this Agreement as a result of any Title Objection or any Survey Objection within ten (10) days of Seller's failure or refusal to cure any Title Objection or Survey Objection, for any reason whatsoever, Buyer's right to terminate this Agreement under this Section 7 or under Section 8 of this Agreement shall expire and any Title Objections (excluding Monetary Encumbrances as defined below) and Survey Objections shall be deemed to be "**Permitted Exceptions**". Moreover, any matter disclosed on title or the Survey (or any update of either obtained by Buyer) to which Buyer does not timely raise a Title Objection (excluding Monetary Encumbrances) or a Survey Objection or which are approved by Buyer, and any Title Objection and/or Survey Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a "**Permitted Exception**".

(b) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an encumbrance on title to the Property (the "**Monetary Encumbrances**") (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Escrow Agent (in its capacity as title insurer).

(c) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, clearing of timber, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall be granted or withheld in Buyer's discretion.

(d) Seller shall promptly notify Buyer of any substantive or material change in any condition with respect to the Property or of the occurrence of any event or circumstance which makes any representation or warranty of Seller to Buyer under this Agreement untrue or misleading in any material respect, or any covenant of Seller under this Agreement incapable of being performed, it being understood that the Seller's obligation to provide notice to Buyer under this subsection shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement. In the event of any of the foregoing, Buyer shall have the right to terminate this Agreement in accordance with its terms and pursue its remedies under Section 15(b) herein in the event of a breach by Seller.

8. Survey.

(a) Buyer shall, at its cost and expense, obtain a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina and deliver a copy thereof to Seller promptly after receipt, and in no event later than fifteen (15) days prior to expiration of the Inspection Period. Such survey shall be signed and certified by the surveyor. Subject to Seller's reasonable approval of the Survey, the Survey shall be recorded in the real estate records of Richland County, South Carolina, and the legal description of the Property set forth in the Deed (as defined herein) to be delivered by Seller at Closing shall be based upon and shall conform to the Survey. The Purchase Price shall be determined based on the acreage in the Survey, once approved by both parties.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to any specific matters which are unacceptable to Buyer as shown on said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may

be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, as its sole and exclusive remedies, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (2) above.

9. Investigation of the Property.

(a) Buyer shall have until **one hundred twenty (120)** days after the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. Buyer shall have the option to extend the Inspection Period for one thirty (30) day period by providing written notice to Seller prior to the 120th day following the Effective Date (the "**Inspection Period Extension**"). Upon such Inspection Period Extension, a Fifty Thousand Dollar (\$50,000.00) portion of the Earnest Money shall become automatically non-refundable to Buyer except in the event of a Seller default. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer for any reason or no reason, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement. If on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, Buyer has not provided notice to Seller of its election to proceed to Closing, this Agreement shall be deemed terminated by Buyer, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement.

If Buyer does elect to proceed to Closing, it shall deliver notice to Seller of such election on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period ("**Notice to Proceed**"), and within three (3) business days of the date of the Notice to Proceed deliver to the Escrow Agent the Additional Earnest Money (as defined in Section 3 above).

(b) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property including without limitation customary environmental inspections and subsurface soil tests; *provided, however,* that (i) Buyer shall not be entitled to conduct any environmental investigations on the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling, drilling, etc.) without the prior written consent of Seller, such consent not to be unreasonably withheld provided the Phase I environmental report recommends additional testing, and (ii) such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property. Buyer hereby agrees to repair any damage to the Property resulting from or in connection with, and to restore the Property to as close to its original condition as is practicable following the exercise of Buyer's rights under this Agreement, which obligation shall survive the termination of this Agreement.

(c) Within three (3) days of the Effective Date, Seller will deliver to Buyer all information related to the Property that is in the actual possession of Seller (collectively, and together with

all other items delivered from Seller to Buyer, the "***Seller Deliveries***"). Seller makes no representation or warranty as to the accuracy or completeness of any of the Seller Deliveries, and Buyer acknowledges and agrees that all of the Seller Deliveries are provided to Buyer as a convenience only and that any reliance on or use of the Seller Deliveries shall be at the sole risk of Buyer.

(d) Buyer hereby agrees to reimburse Seller for all actual and direct claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section; provided, however, in no event shall Buyer be liable for any pre-existing environmental or physical conditions within the Property revealed by its investigations. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case, for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Subject to payment of the Purchase Price, Seller shall deliver to Buyer via the Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property (the "***Deed***"); (ii) an Owner's Affidavit or similar certificate, in form and substance reasonably acceptable to Escrow Agent (in its capacity as title insurer), with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Escrow Agent (in its capacity as title insurer) as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina; (vi) an affidavit in form and content acceptable to Buyer and Buyer's title insurance company that the Property does not constitute a majority of the assets of Seller; and (vii) such other items as may be reasonably requested by the Escrow Agent.

(b) Buyer shall deliver to Seller via the Escrow Agent the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property; and (iii) such other items as may be reasonably requested by the Escrow Agent.

11. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, applicable stamp taxes, excise taxes and recording and transfer taxes or fees payable in connection with the recordation of the Deed, a lien search fee, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay the commission to Buyer's Broker (as defined below), its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property, the cost of the Survey, all escrow fees and closing costs charged by the Escrow Agent, and the recording costs associated with the recording of the Deed.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

13. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows as of the Effective Date:

(i) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or, to Seller's actual knowledge without any duty to investigate, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending or, to Seller's actual knowledge without any duty to investigate, threatened or contemplated condemnation actions involving all or any portion of the Property; there are no contemplated actions or plans by any governmental entity: to close any public street adjoining the Property; to terminate, modify, or change any curb cut or street opening or any permit, license, or approval with respect to vehicular or pedestrian access between the Property and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Property that would restrict or limit access between the Property and such street. Seller agrees to furnish Buyer with a copy of any notice of any such proceeding, action, or assessment within five (5) days after receipt thereof. Seller has no knowledge of any third party (whether governmental or non-governmental) approval rights concerning the use or development of the Property.

(iii) That to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, the title commitment or the Survey, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for utilities.

(iv) Seller has received no written notice and has no knowledge of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found in violation of Environmental Law (defined below), and, to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, no hazardous substances or wastes have been generated, disposed of, released or found on the Property in violation of Environmental Law. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes (collectively, "*Environmental Law*"). In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(v) Seller has not received any written notice from any municipal, county, state or other governmental authority, and has no actual knowledge without any duty to investigate, of any violations of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(vi) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge without duty to investigate of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and there are no tenants or other persons or entities on the Property claiming through Seller which will have a right of possession beyond the date of Closing.

(viii) Seller has good and marketable fee simple title to the Property, which is free and clear of all liens, defect and adverse encumbrances.

(ix) No person, firm or entity, other than Buyer, has any right to purchase or otherwise acquire the Property or any part thereof by, through or under Seller.

(b) Any reference to "Seller's actual knowledge" above shall be limited to the actual knowledge, without duty of investigation of Jeff Ruble, as the Director of Economic Development for Richland County, *provided however*, the foregoing representations and warranties are given by Seller only and not any individual. The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date (with Seller's delivery of the Deed being deemed certification that all representations and warranties are true in all material respects as of the Closing Date), and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Seller is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Seller default hereunder entitling Buyer to any remedies available pursuant to Section 15(b) herein.

(c) In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as of the Effective Date and again as of the Closing Date:

(ii) That this Agreement has been duly authorized and executed on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or, to Buyer's actual knowledge without any duty to investigate, threatened against, by or affecting Buyer which question the validity or enforceability of this Agreement or of any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, to the best of Buyer's knowledge, will not violate any contract, agreement or other instrument to which Buyer is a party, or any law, judicial order or judgment of any nature by which Buyer is bound.

(d) The obligation of Seller that arises to sell the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Buyer in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date, and Buyer having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In

the event any representation or warranty of Buyer is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Buyer default hereunder entitling Seller to any remedies available pursuant to Section 15(a) herein

14. Disclaimer; AS IS. Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, it is understood and agreed that Seller is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied, as to habitability, merchantability, or fitness for a particular purpose (other than the limited warranty of title to be set forth in the Deed). Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the property "AS IS, WHERE IS, WITH ALL FAULTS". Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, all manner of defects and adverse physical conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, except in connection with any express representations and warranties of Seller made in this Agreement, shall be deemed to have waived, relinquished and released Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent defects, physical conditions, violations of any applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the Deed and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property reflects that the Property is being sold subject to the provisions of this Section. Notwithstanding any provisions to the contrary herein, the provisions of this paragraph shall not release seller from liability for: (a) any damages, claims, liabilities or obligations arising out of or in connection with a breach of (or failure to comply with) any covenant, representation or warranty of Seller set forth in this agreement or any of the Closing documents executed by Seller pursuant to this agreement; or (b) Seller's intentional, active fraud or fraudulent concealment. Seller and Buyer agree that the provisions of this Section shall survive Closing.

15. Remedies

(a) Buyer Default. Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default (except for Buyer's obligation to close timely, or to timely deliver the documents and/or funds required to be delivered by Buyer under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Seller may terminate this Agreement by written notice to Buyer, in which event the Earnest Money shall be retained by Seller as full liquidated damages for such default, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof). The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason

of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Seller Default. Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, and such default is not cured within ten (10) days after written notice by Buyer to Seller specifying the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Buyer shall be entitled, as its sole and exclusive remedies hereunder, to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer all of Buyer's out-of-pocket expenses incurred in connection with this Agreement and Buyer's intended acquisition and development of the Property (such reimbursement in no event to exceed \$25,000), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof), or (ii) seek specific performance of this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative or consequential damages. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is 90 days following the date upon which the Closing was to have occurred.

16. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money, including any non-refundable portions, shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

17. Assignment. Other than assignment to an affiliate entity controlled by or under common control with Buyer, including a newly formed entity of which a majority is owned by partners of Buyer, which shall not require Seller's consent, this Agreement may not be assigned by Buyer without prior written consent of Seller. This Agreement shall not be assigned by Seller.

18. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

19. Brokers. Buyer warrants and represents to the Seller that Buyer shall be responsible for payment of all brokerage commissions or fees payable to **National Land Realty** (the "**Buyer's Broker**") and shall indemnify Seller from and against any claims made by such party. Other than Buyer's Broker, each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and each party agrees to indemnify and hold the other harmless against any such claim made by any broker claiming by, through or under such party. The indemnity obligation contained in this Section 19 shall expressly survive the Closing or any termination of this Agreement.

20. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for one (1) year.

21. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

22. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

23. Time. Time is and shall be of the essence of this Agreement.

24. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

25. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

26. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below, or by a PDF or similar attachment to an email. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, mailing as the case may be, for email, the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer, unless otherwise specified herein; provided, however, that if such actual delivery occurs after 5:00 p.m. (CST where received) or on a non business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Buyer: c/o Summit Real Estate
135 N. Meramec Ave, Ste. 600
St. Louis, MO 63105
Attention: Mark Billeaud, Partner
Telephone: 314-503-6023
Email: mbilleaud@summitstl.com

With a copy to: Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attn: Missy McCoy
Telephone: (314) 444-1350
Email: mmccoy@lewisrice.com

Seller: Richland County, South Carolina

2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: 803.576.2054
Email: _____
Richland County, South Carolina
Economic Development Office
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Attn: Jeff Ruble
Email: _____

With a copy to: Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Attn: Todd Haynie
Phone 803.255.8000
Email: _____

27. Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. Seller and Buyer hereby acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

28. Counterparts, Separate Signature Pages and Electronic Signatures. This Agreement may be executed in several counterparts and by separate signature pages, each of which may be deemed an original, and all such counterparts and separate signature pages together shall constitute one and the same Agreement. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes.

29. General Agreements. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Escrow Agent falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

30. Escrow of Earnest Money. The Earnest Money shall be held in escrow (the "**EM Escrow**") by Escrow Agent subject to the terms and provisions of this Agreement. If the EM Escrow shall be terminated by the mutual agreement of Seller and Buyer or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid or if a dispute should develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the same in accordance with the joint written instructions of Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent shall have served written requests for instructions upon Seller and Buyer, the said Escrow Agent shall have the right to pay all or any portion of the Earnest Money into any state or federal court located in Richland County, South Carolina and interplead Seller and Buyer in respect thereof, and thereafter the Escrow Agent shall be discharged of any

obligations in connection with the Earnest Money. If costs and expenses (including attorneys' fees) are incurred by the Escrow Agent because of litigation or dispute between Seller and Buyer arising out of the holding of said funds, the non-prevailing party (i.e., either Seller or Buyer) shall pay the Escrow Agent such reasonable costs and expenses incurred. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding or investment of the Earnest Money held in EM Escrow pursuant hereto except for negligence or willful misconduct; that the Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this EM Escrow; and that in the event of any dispute under this EM Escrow, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken in good faith in accordance with the opinion of counsel. The Escrow Agent's address for purposes of mailing or delivery of documents and notices is as follows:

First American Title Insurance Company
Attn: Josh Cohen
182 Maryland Ave, Suite 400
Clayton, Missouri 63105
E-mail: jjcohen@firstam.com
Direct: (314) 898-1639

Provisions with respect to notices as otherwise set forth in this Agreement shall apply with respect to matters pertaining to this EM Escrow

Signature page to follow.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

SELLER:

Richland County, South Carolina

By: _____
Name: _____
Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 202__.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

BUYER:

ARROWROCK INCOME & GROWTH FUND III, LP

By: Arrowrock Income & Growth Fund III GP, LLC,
a Delaware limited liability company,
its general partner

By: Summit Realty Ventures, LLC,
a Missouri limited liability company,
its sole member

By Summit Real Estate Group
its Managing Member

By: _____
Name: L. Mark Billeaud
Title: Co-Managing Member

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT

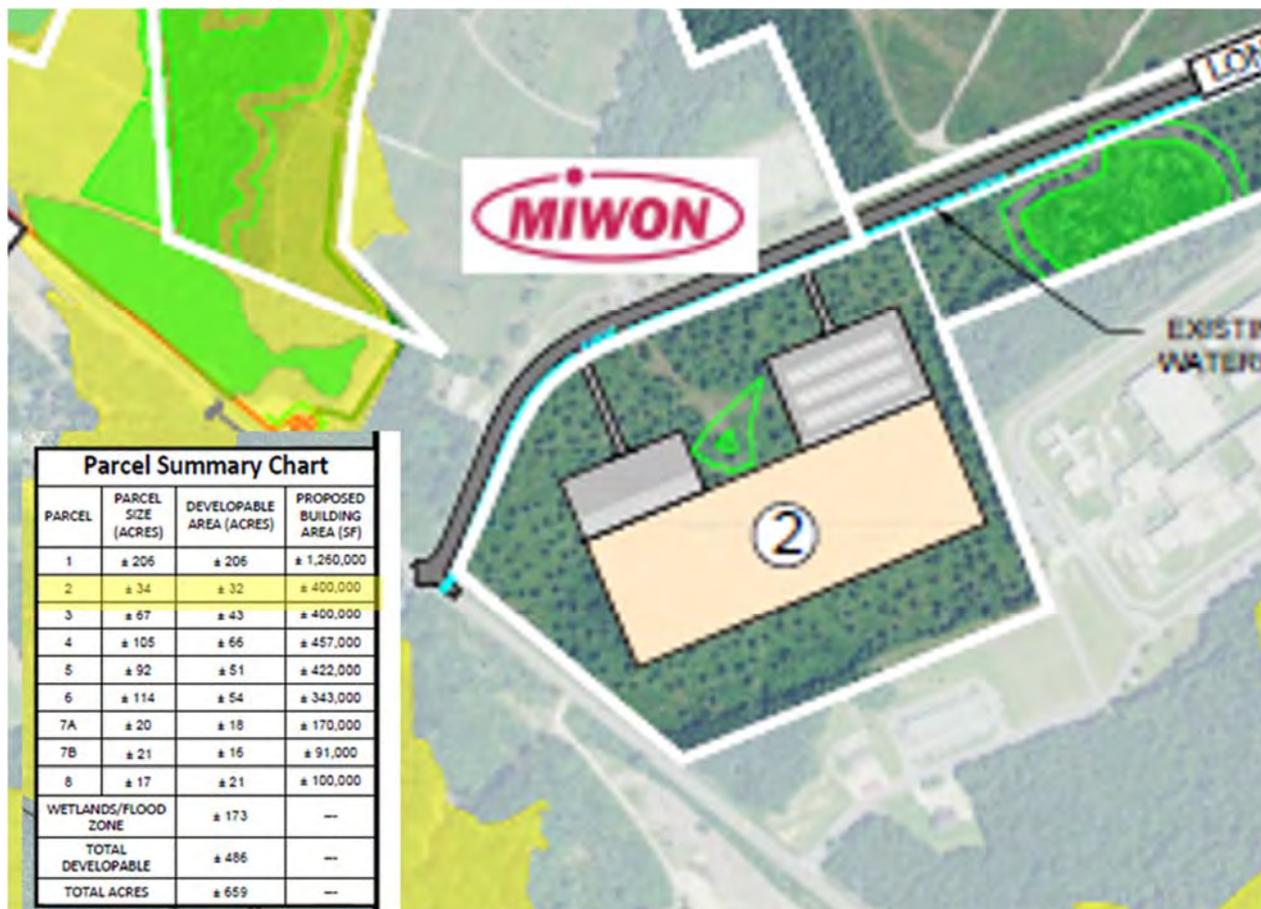
I, _____, Notary Public, certify that L. Mark Billeaud, as Co-Managing Member of Summit Real Estate Group, the Managing Member of Summit Realty Ventures, LLC, the sole member of Arrowrock Income & Growth Fund III GP, LLC, the general partner of **ARROWROCK INCOME & GROWTH FUND III, LP**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 202__.

Notary Public for _____

My Commission Expires _____

EXHIBIT "A"





REQUEST OF ACTION

Subject: FY22 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 8.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding				\$ 82,425
FY2021 Remaining				\$ 22,275
	Columbia Music Festival Association (CMFA).			\$ 2,500
Total Allocation				\$ 2,500
Remaining Balance				\$ 102,200

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$4,500** for District 8.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding				\$ 82,425
FY2021 Remaining				\$ 22,275
	SERCO	2022	Juneteenth	\$ 2,000
	Celebration			
	ColaJazz	Foundation	-Jazzfest	\$2,500
	2022			
Total Allocation				\$ 4,500
Remaining Balance				\$ 100,200

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$42,000** for District 7.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding		\$ 82,425
FY2021 Remaining		\$114,975
FY2022 Allocations		\$ 82,425
RECOMMENDED ALLOCATIONS	Juneteenth Freedom Festival 2022 (June 17-19, 2022)	\$ 20,000
	SERCO Juneteenth Festival 2022 (June 18, 2022)	\$ 4,000
	Cakie Scholarship Banquet (April 5, 2022)	\$ 2,000
	HUSH NO MORE Run Walk (April 9, 2022)	\$ 5,000
	2022 SC Re-Entry Conference (April 8-9, 2022)	\$3,500
	Midlands Heart Walk (March 26, 2022)	\$7,500
Total Allocation		\$ 42,000.00
Remaining Balance		\$112,900.00

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020
- 3rd Reading of the Budget FY22 June 15, 2021

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$19,000** for District 4.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$ 55,975
Columbia Museum of Art	\$5000.00
Auntie Karen Foundation	\$5000.00
SC JUNETEENTH FREEDOM FESTIVAL	\$5000.00
South East Rural Community Outreach(SERCO)	\$4000.00

Total Allocation	\$ 19,000
Remaining Balance	\$ 59,400

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020
- 3rd Reading of the Budget FY22 June 10, 2021

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Matthew Drawdy		Title:	Manager of Safety	
Department:	Risk Management	Division:			
Date Prepared:	January 05, 2022	Meeting Date:	February 08, 2022		
Legal Review	Patrick Wright via email		Date:	January 25, 2022	
Budget Review	Abhijit Desphande via email		Date:	January 23, 2022	
Finance Review	Stacey Hamm via email		Date:	January 23, 2022	
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO			
Subject:	Contraband Detection Equipment for Alvin S. Glenn Detention Center				

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of a motion to allocate \$300,204 in American Rescue Plan funding to purchase and install two Tek84 body scanning devices at the Alvin S. Glenn Detention Center.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The cost of the two Tek84 body scanning devices will be \$300,204. This will be paid using approved ARPA funds.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

The County was required to submit request for approval by SCDHEC to implement these devices. This request included product specifications, use policy and procedures as well as designation of an individual to be assigned as “Radiation Safety Officer”. This capacity was met by experience that was found within our Risk Management office for prior work experience.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The critical purpose of the American Rescue Fund resources is the prevention and mitigation of the spread of COVID-19. Staff believes that, given the current policies and procedures employed at the Detention Center, the installation and use of full body scanning devices will greatly minimize the amount of physical contact employees will have with detainees entering the facility, thus providing better protection from COVID-19 for detainees and employees. Body scanners offer a non-contact way to locate and prevent contraband from entering the facility, improving not only the mitigation of COVID-19 but also safety within the facility.

Staff recommends using Tek84 through a sole source procurement process as the most effective product for the body scanning system. Due to spacial constraints at the facility, Tek84 scanners are the most desirable option on the market. The small footprint of the machine will allow for the scanner to be installed without additional construction at the installation site. The Tek84 scanner is a patented machine with a footprint of less than 34"x72" and scans in less than 4 seconds. The County sought pricing from Tek84 for the equipment, and Procurement conducted a price analysis to determine that the cost provided was fair and reasonable.

If this agreement is not accepted, physical contact between detainees and employees for clearance into the facility will continue, increasing the possibility of cross-contamination and exposure to COVID-19 and other communicable disease.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Coronavirus Ad Hoc Committee Minutes - September 29, 2021
2. County Council Meeting Minutes - October 5, 2021
3. Exemption Approval from South Carolina DHEC
4. Sole Source Procurement Document
5. Tek84 Pricing

first. If everything on the agenda is approved, they will have spent \$19.15M, which would leave approximately \$60M remaining.

Ms. Newton noted \$60M is not a lot compared to the great needs of the community. She wants to ensure they are not allocating piecemeal and not address a lot of the community's needs.

Mr. Brown noted, prior to the ARP funding, the County and the community had a large need. The funding was designed to try to provide support to all of those areas.

Ms. Newton moved, seconded by Mr. Livingston, to approve staff's recommendation to use ARP funding to pay stipends, in the amount of \$1,250, for those employees who worked in-person, on a modified schedule, during the pandemic.

In Favor: McBride, Livingston, Barron, and Newton

Not Present: J. Walker

The vote in favor was unanimous.

- b. **Safety and Security Equipment** – Mr. Brown noted this item is specific to Alvin S. Glenn Detention Center. He noted on p. 20 there is a breakdown of the recommendation of the items, the funding levels, and the goals of what the recommendation requests. He noted they are looking at body scanners, secured employee parking, body cameras, tasers, and interior and exterior security cameras. He noted staff is requesting approval of these items.

Ms. Barron inquired if the price was \$3,338,000 dollars.

Mr. Livingston moved, seconded by Ms. Newton, to approve the use of ARP funds to purchase equipment for the health and safety of employees and the population of Alvin S. Glenn Detention Center.

Ms. McBride inquired if the detainees had the opportunity to get the COVID vaccine, and if they were aware of it.

Mr. Brown responded in the affirmative.

Ms. Newton noted she was concerned about the tasers, but that could be addressed later. She noted the ARP funds are one-time funds, and the request involved recurring charges. She inquired how those recurring fees would be addressed.

Mr. Brown noted they could absorb the recurring costs in the budget, if need be.

Ms. Terracio noted there were other improvements they needed to look at down the road to enhance detainees visiting with their counsel.

In Favor: Livingston, Barron and Newton

Opposed: McBride

Not Present: J. Walker

The vote was in favor.

b. American Rescue Plan Funding:

1. **Premium Pay** – Ms. Barron stated Council previously approved premium pay for one set of the County’s employees. The committee is recommending an additional \$1,250 for employees who worked in-person on a modified schedule during the pandemic, using ARP funding.

Mr. Malinowski inquired if the County will be providing a stipend to Richland County volunteer firefighters.

Mr. Brown responded they are working with one of our firms to receive guidance on this matter. He noted we have the ability to bring this back to the committee if we get confirmation we can provide stipends to the volunteers.

Mr. Malinowski also requested reserve deputies to be considered.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

2. **Safety and Security Equipment** – Ms. Barron stated the committee is recommending Council to approve the use of ARP funds to purchase equipment for the health and safety of employees and the population of Alvin S. Glenn Detention Center.

Mr. Malinowski noted, on p. 468, it states, it is to “Minimize public contact with employees entering facility to ensure staff availability.” He stated he finds it hard to believe staff members are going straight from home to work, and are not out and about in the community. He does not see why they need a separate parking lot. It was recommended to rope off an area for employee parking, similar to 2020 Hampton Street.

Mr. Brown stated the individuals coming out of the Detention Center are generally not the same individuals we have coming into the Administration Building, so the security is necessary. These are recommendations from the Risk Management Office, Detention Center and Sheriff’s Department.

Ms. Newton stated, during the committee meeting, several Councilmembers expressed concern about the inclusion of Tasers. She noted she supports promoting safety for the detainees and staff, but she feels uncomfortable voting in favor of Tasers.

Mr. Brown responded, looking at similar sized detention centers, the officers carry OC Spray, which is a foam spray or Tasers. All of the facilities have either a chemical agent and/or Tasers as a part of the security equipment for the detention officers. He noted these detention centers have policies in place.

Ms. Newton inquired about Richland County’s policies, training and how the process is going to work.

Mr. Brown responded the officers do have to be trained before they can carry the Tasers. Mr. Kitchen noted there is currently a training program in place. There is also a standing policy, which will be reviewed to ensure it is up-to-date.

Ms. Terracio inquired about the number of supervisors that currently carry Tasers.

Mr. Kitchen responded there are 4 supervisors certified to carry Tasers.

Ms. Terracio inquired, if this item were approved, how many officers would be allowed to carry.

Mr. Kitchen responded there will be approximately 20.

Ms. Terracio stated she has been informed there could be a need for communication equipment prior to the purchase of Tasers.

Ms. McBride stated she has concerns regarding the use of Tasers in the Detention Center. The use of Tasers is a very controversial issue, and could cause serious harm in the hands of someone that is not well-trained. Detention officers are not usually well-trained in law enforcement activities. It is her understanding, Tasers have been misused. There have been numerous lawsuits and, in most cases, it was found Tasers were inappropriately used. She suggested utilizing other means. She does not believe there are frequent "riots" at the Detention Center. She inquired about the number of violent offenders are detained in the County's Detention Center.

Mr. Kitchen responded the majority of the detainees are violent offenders.

Ms. McBride noted there are a disproportionate number of African American and poor detainees.

Ms. Barron stated she would like to amend the motion to remove the Tasers and include communication equipment, such as radios, or items that staff deems necessary.

Mr. Pugh stated we need to consider those that are working in these environments, and not what we think they need. In speaking with some law enforcement individuals, the incident at the Detention Center could have been defused faster if we had Tasers in place. He noted they are already short-staffed and we need to ensure we take care of the "heroes".

Mr. Livingston noted, he is not a jail expert, with this issue he is more concerned about explaining what he wants, not to tell you how to do it. He wants what staff thinks will provide safety and security for the employees and detainees.

Ms. McLean noted she believes Council needs to vote on the committee's recommendation, and do a separate motion if the committee's recommendation is voted down.

Ms. McBride stated she supports staff, but she also supports the citizens of Richland County, who are detained. She noted she evaluates staff's recommendation, and based on her evaluation, she determines if she can support the recommendation. She inquired if we have gotten any input on what is going on inside the detention facilities. It was suggested to implement programs to address the morale issues.

Ms. English inquired about how extensive the Taser training is, and if it includes conflict resolution or de-escalation.

Mr. Kitchen responded the training does include conflict resolution and de-escalation.

Ms. Barron re-stated the committee's recommendation was to approve the use of ARP funds to purchase equipment for the health and safety of employees and the population of Alvin S. Glenn Detention Center. She noted there is a list of recommended items on p. 468 of the agenda.

Mr. Malinowski noted the recommendation is for facility-wide security cameras (exterior and interior) and body cameras for contact tracing. He inquired why we need two (2) items for contact tracing.

Mr. Brown responded the body cameras allow the interaction, when you have staff members who are coming into specific contact. The general cameras would capture multiple personnel.

Mr. Malinowski inquired if we would not see the interaction on the general cameras.

Mr. Brown responded not with the same availability of equipment. With the body cameras you could view the audio and video directly.

Mr. Malinowski inquired where the \$400,000/yr. will come from in the future.

Mr. Brown responded it will likely come from the General Fund.

Ms. Terracio made substitute motion, seconded by Ms. McBride, to remove the Tasers from the recommendation, and approve the remaining recommendation from the committee.

Ms. Mackey stated, for clarification, Ms. McLean previously indicated we have to act on the committee's recommendation prior to making a substitute motion.

Ms. McLean responded, in the past, Council has not made a motion, but acted upon the committee's recommendation. Council could make a different/substitute motion if the committee's recommendation failed. She indicated she is not in charge of how Council votes. If Council feels a substitute motion is in order, you can proceed.

Ms. Mackey indicated it would seem to her that Council should act upon the committee's recommendation first.

In Favor: Malinowski, Pugh, Livingston, Barron, O. Walker and English

Opposed: McBride, Terracio, Mackey and Newton

Not Present: J. Walker

The vote was in favor of the committee's recommendation.

Ms. Barron moved, seconded by Mr. O. Walker, to reconsider this item.

Ms. Terracio stated Council was forced to vote on the whole package, without the ability to pull out something. When items are on the Consent Agenda, Council can pull out certain things and vote, or not vote.

Mr. Livingston responded Ms. Terracio could have made a motion to pull the item out.

Ms. McBride stated she questioned the legality of the committee's recommendation. It was her understanding we were going to take each item individually. She would have never supported the package, as is.

In Favor: Malinowski, McBride, Terracio, Barron, Mackey and Newton

Opposed: Pugh, Livingston, O. Walker and English

Not Present: J. Walker

The vote was in favor of reconsideration.

POINT OF PERSONAL PRIVILEGE – Ms. Barron stated she did not expect this was going to go this way. It appears in the past we did things differently, and our hands was forced to make a decision. As the Chair of this committee, she stands by staff's recommendation, but she also has some concerns about some of the items listed in the packet. If we had another opportunity to pull some things out, she would feel more comfortable.

Ms. Terracio moved, seconded by Ms. Barron, to remove the Tasers from the recommendation, and approve the remaining recommendation from the committee.

Mr. Brown addressed the wording of the committee's recommendation, which states, "The Committee recommended Council approve the use of ARP funds to purchase equipment for the health and safety of the employees and population of Alvin S. Glenn Detention Center." Staff listed an itemized list of equipment that included funding. He noted each item is separate, and not a package, so it is not all or nothing.

Mr. Malinowski made a substitute motion to vote on each item individually.

The substitute motion died for lack of a second.

Ms. English inquired if the motion included communication devices.

Ms. Terracio responded she would be hesitant to include those without speaking to staff and determining a price. She suggested bringing the matter to the Detention Center Ad Hoc Committee for further discussion.

In Favor: Pugh, McBride, Terracio, Barron, Mackey and Newton

Opposed: Malinowski, Livingston, O. Walker and English

Not Present: J. Walker

The vote was in favor.

Ms. McBride moved, seconded by Ms. Terracio, to reconsider this item.

In Favor: Malinowski, Pugh, Livingston and English
Opposed: McBride, Terracio, Barron, O. Walker, Mackey and Newton

The motion for reconsideration failed.

20. **OTHER ITEMS**

a. **FY22 - District 5 Hospitality Tax Allocations**

b. **FY22 - District 7 Hospitality Tax Allocations**

Ms. Newton moved, seconded by Ms. Barron, to approve items 20 (a) and (b)

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Mr. Pugh, to reconsider Items 20(a) and (b)

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Ms. Barron moved, seconded by Ms. Terracio, to go into Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

***The Council went into Executive Session at approximately 7:47 PM
And came out at approximately 9:20 PM***

Ms. English moved, seconded by Ms. Barron, to come out of Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

a. **Landfill Property Acquisition** – Mr. Malinowski moved, seconded by Mr. O. Walker, to give the Administrator authority to negotiate.

**Regular Session
October 5, 2021**



January 25, 2022

Registration # 40-3854

Matthew Drawdy, Manager of Safety
Richland County Detention Center
201 John Mark Dial Drive
Columbia, SC 29209

RE: Exemption Request for Richland County Detention Center

Dear Mr. Drawdy:

The Department of Health and Environmental Control, Bureau of Radiological Health ("Department") has received and reviewed the January 4, 2022, exemption request and subsequent information submitted by Richland County Detention Center ("Registrant") for use of the Tek 84 Intercept Full Body Security Screening System ("System"). The Department hereby exempts Registrant from South Carolina Regulation 61-64, *X-Rays (Title B)* **RHB 1.2.2 and RHB 1.2.12** for use of the System subject to compliance with the enclosed Memorandum dated March 9, 2020. As noted in the Memorandum, this exemption is limited by the Memorandum's listed conditions and adherence to American National Standard Institute standards and any applicable state law and regulation.

Failure to comply with the March 9, 2020, Memorandum may result in repeal of this exemption and/or civil penalty for violation of South Carolina Regulation 61-64, *X-Rays (Title B)*. Any modifications or changes of equipment design, materials, or usage of the System requires prior approval by the Department. Registrant must use the System in accordance with statements, representations and procedures contained in the approved submitted documentation. The Department's regulations shall govern unless the submitted documentation is more restrictive. As noted in the Memorandum, the Department may put forth additional requirements following issuance of this exemption for continued use of the System.

This exemption is nontransferable and location specific. Should you have any questions regarding this matter, please contact me at 803-545-0530.

Sincerely,

Susan E. Jenkins, Director
Bureau of Radiological Health
SC Department of Health and Environmental Control

cc: Tj Danley, RSO

Enclosure



March 9, 2020

MEMORANDUM

TO: X-Ray Facilities & Vendors Proposing to Sell, Install or Utilize Security Screening Systems

FROM: Susan E. Jenkins, Chief *SEJ*
Bureau of Radiological Health
SC Department of Health and Environmental Control

SUBJECT: Intercept Full Body Security Screening System manufactured by Tek 84 Inc. - Use requirements

The Department of Health and Environmental Control, Bureau of Radiological Health ("Department") has granted conditional approval for the sale and marketing of the Intercept Full Body Security Screening System ("System") manufactured by Tek 84 Inc. **Prior to purchase and/or acquisition of the System, all facilities must obtain from the Department an exemption to South Carolina Regulation 61-64, X-Rays (Title B) RHB 1.2.2 and RHB 1.2.12.** In granting an exemption, the Department requires, at least, the following:

- 1) The facility must be a correctional institution, detention center, prison or jail. The Department may grant approval for other facility types.
- 2) The facility must verify the selling and installation Vendor(s) is registered by the Department.
- 3) The facility must obtain a copy of this memorandum from the Vendor prior to finalizing purchase.
- 4) The facility must have or obtain a Facility Registration Approval granted by the Department for the facility prior to purchase or installation of the system. Each facility shall pay a non-refundable application fee of sixty two dollars and fifty cents (\$62.50) upon submission of the initial Facility Registration Approval Request form. The Department will not issue a Facility Registration until payment of the review fee. The facility shall also register the system with the Department within thirty (30) days of installation.
- 5) The facility must submit a proposed installation drawing of the System and surrounding areas prior to purchase or installation of the system. This drawing must, at a minimum, accurately depict the normal location of the System, general direction of the useful beam, and location of the control panel, operator, and any occupants of the inclusive space. A registered installation vendor must create the drawing. In addition, the Department may require a shielding plan.

6) Installation of the System must be in manner in which the exposure switch is located behind a protective barrier requiring the operator to remain behind the barrier while still being able to view the individual being scanned, surrounding areas, and any access doors during the entire exposure. The installation or use of mobile or portable x-ray controls is not permitted. The installation must also include mechanisms to prevent unauthorized use of the system. The installation must not include wireless or remote exposure switches.

7) The facility shall post the radiation area with a conspicuous sign or signs bearing the conventional three-bladed radiation symbol and the words "Caution, Radiation Area". The blades of the symbol shall be magenta, black, or purple on a yellow background.

8) The facility must post signage of a sufficient size and in a location so as to be readily visible to screened individuals. The signage must include the estimated effective dose from one screening, examples to compare the dose to commonly known sources of radiation, and indication that the screening complies with ANSI/HPS consensus standard N43.17.

9) The facility must ensure radiation surveys be performed upon installation, at least once every twelve (12) months, and following any major repairs or component changes. Surveys must verify the reference effective dose, radiation leakage, inspection zone, and any other parameters specified by the manufacturer. Surveys must also include a diagram of the machine and adjacent areas surrounding the unit including, but not limited to, the operator's area at the control panel. The facility must record all survey results, using quantified units of radiation at each survey point.

10) The facility must retain the operator's manual(s) and all literature regarding use of the system at the applicable facility.

11) The facility must appoint a Radiation Safety Officer for the facility qualified by training and experience for all hazards and precautions involved in operation of the System. The Radiation Safety Officer must have undergone a 40 hour radiation safety course, which must include, but not limited to, instruction in radiation protection, biological effects of radiation, personnel monitoring, digital imaging acquisition, machine safety and operation, general operating procedures, and machine maintenance.

12) The facility must ensure that operating personnel complete machine specific training for the System and radiation safety training within thirty (30) days of installation or new appointment to operate the System and prior to exposing humans. The training must be provided by the manufacturer or manufacturer trained persons. The trainer must provide documentation of training to the facility. The facility must keep documentation of training and personnel unit operation start dates available for Department review.

13) The facility must institute a dosimetry program for the System, which includes, but not limited to, area monitoring devices located at the operator's location and areas surrounding the unit routinely occupied during a scan. The facility must maintain records of dosimetry for Departmental review.

14) The facility must ensure only the scanned individual is within 2 meters of the System when in operation.

- 15) The facility must secure the device from unauthorized use.
- 16) The facility must maintain a log of all scanned persons along with their cumulative radiation dose for Department review.
- 17) The facility must shall the Department of any changes of status affecting any System unit or the facility. The facility shall report change of status in writing to the Department.
- 18) The facility shall conduct operations that ensure the effective dose to any individual screened shall be limited to 250 μ Sv (25 mrem) in any 12-month period. Each facility shall submit a written report within 30 days after learning of any doses in excess of the limits for a screened individual and shall submit a written report in accordance with RHB 3.25.2 and RHB 3.25.3.
- 19) The facility shall comply with the incident notification and reporting requirements of RHB 3.24, Notification of Incidents and RHB 3.25, Reports of Exposures and Radiation Levels Exceeding the Limits.
- 20) The facility must use the System in accordance with statements, representations and procedures contained in the approved submitted documentation.
- 21) The facility must have access to, adhere to, and maintain documentation indicating adherence to the American National Standard Institute ANSI/HPS N43.17-2009, which includes, but is not limited to, general considerations, Federal, State and Local Regulations system categories and classes, dose limitation, system and manufacturing requirements, and operating requirements.

The Department's conditional exemption of South Carolina Regulation 61-64, X-Rays (Title B) RHB 1.2.2 and RHB 1.2.12 for use of the System is limited by the above conditions and requires adherence to ANSI standards and any applicable state law or regulation. Failure to comply with these conditions and standards may result in repeal of an exemption and/or civil penalty for violation of South Carolina Regulation 61-64, *X-Rays (Title B)*. Any modifications or changes of the equipment design, materials or usage of the System requires prior approval by the Department. Should an evaluation determine that additional requirements are necessary, appropriate modifications shall be made before utilizing the System. The Department may also put forth additional requirements following issuance of a conditional exemption for continued use of the system. Exemptions are nontransferable and location specific.

If you have any questions regarding this matter, please contact the Bureau of Radiological Health at 803-545-4400.



SOLE SOURCE PROCUREMENT

Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The County Administrator is required to approve when purchases are estimated to cost in excess of fifteen thousand dollars (\$15,000.00).

The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. REQUIRING DEPARTMENT:

Alvin S Glenn Detention Center

NAME OF REQUESTOR:

Shane Kitchen

2. DESCRIPTION OF ACTION.

a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source

b. For the Sole Source provide the following:

Company:

Tek84

Point of Contact:

Email:

Telephone #:

Fax #:

3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS. Give a short description of the item or service required, the estimated cost, and required delivery date. The Intercept body scanner detects both metallic and nonmetallic threats and screens from below the feet to above the head for items below clothing and within the body

4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES. For

Sole Source Requirements:

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

The scanner is needed to detect concealed threats such as weapons, drugs, cell phones and other contraband. The scanner will also assist with reducing exposure to COVID-19 due to the ability to maintain a 6 ft. distance between people and detention officers during scanning.

Required Delivery Date (RDD): ASAP

Cost: \$300,240

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

Most scanning requires close proximity between the scanner and the subject. This scanner does not. In addition the small footprint allows the scanner to be installed without additional construction required at the detention center installation site.

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

5. PROPRIETARY INFORMATION: If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

Patent #10481295- footprint less than 34"x72", height less than 90", scans in less than 4 seconds, delivered pre-assembled, subject does not face xray beam, 27" hi res hi brite touch screen for image quality

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

Shane Kitchen, Interim Director



Account Code:
1200992020.531200/4881900.531200

Telephone:
803-576-3210

Date:
12/23/2021

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

DEPARTMENT DIRECTOR

Name and Signature:

Date:

Shane Kitchen, Interim Director

BUYER

Name and Signature:

Date:

PROCUREMENT MANAGER

Name and Signature

Date:

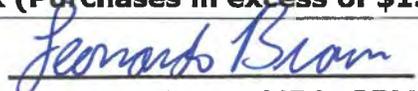
Jennifer Wladischkin

ADMINISTRATOR (Purchases in excess of \$15,000)

Name and Signature

Date:

Leonardo Brown


Leonardo Brown, MBA, CPM
Richland County Administrator

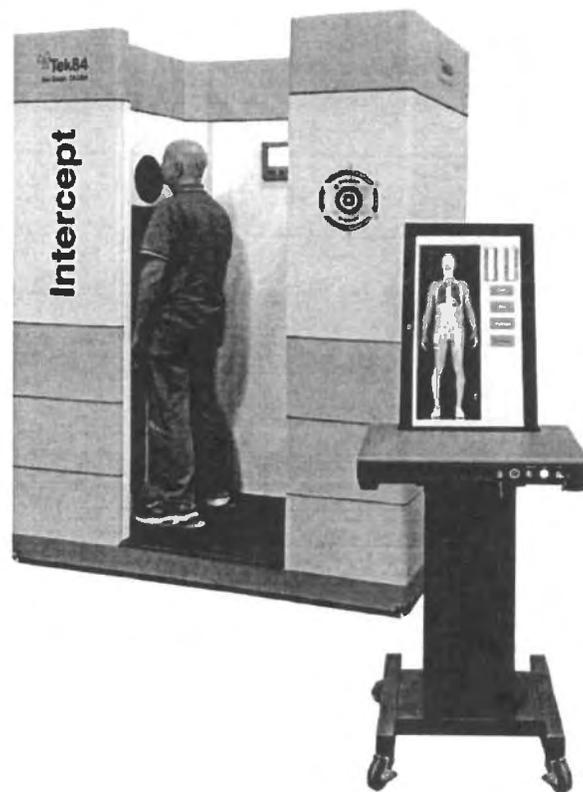
1/6/2022

“Features of the Intercept Scanner are unique and patented.”

Patent #10481295

- The Subject being scanned does not move on the Intercept!
- The Footprint of the Intercept does not exceed 34” x 72”!
- The Intercept’s height does not exceed 90”
- The Intercept’s scanning time is less than 4 seconds!
- The Intercept has Variable Scanning Doses from 0.25 uSv to 2.0 uSv!
- The Intercept has “Dual Virtual-Wall Technology” to ensure radiation safety and image quality!
- The Intercept is Delivered Completely Pre-assembled!
- Installation of the Intercept is less than 2 hours!
- The Intercept does not utilize anchors in the floor!
- The Intercept Operator Workstation is Mobile and easily converted to a Tabletop Version.
- The Intercept is Transportable thru any 36” doorway!
- The Subject does not face the X-ray Beam during the Intercept scanning process, (ANSI/HPS N43.17-2009)!
- The Intercept utilizes “Vertical Scanning”!
- There is No Magnification or Distortion in the final image with the Intercept, thereby enhancing the location of the Contraband!
- With the Intercept, the final image shows Accurate Object Size & Location relative to the human anatomy!
- There are 16,000,000 Gray Scale Levels in the final image with the Intercept, enhancing image visual quality!
- The FDA-ANSI “Restriction Zone” does not exceed the Intercept’s footprint!
- The Subject’s photo is “fused” with the scan and all the Subject’s Demographics included for evidence with the Intercept!
- The Intercept’s x-ray generator does not require any warmup time!
- The Intercept can scan at least 3 subjects/min, 24/7!
- The Intercept has a 27” Hi-Res, Hi-Brite Hi-Resolution Touch Screen Monitor!
- The Intercept only needs a standard 110 V/15-amp non-dedicated outlet!
- The Intercept utilizes Windows 10 Operating system!
- The Intercept Computer Software is written in English!

- The Intercept's Internal Framework is made of welded High Strength Aircraft Aluminum!
- The Intercept is completely developed and assembled in Poway, USA.
- The Intercept's Computer can store 1,000,000 images.
- The Intercept has a 1 Terabyte Mirror Drive Storage System to protect collected data.
- The Intercept only has one (1) CAT-5 cable connecting the Operator's Workstation to the Scanner.
- The Intercept has no limit to the number Operators that can be trained and registered.
- If multiple Intercepts are utilized, they can communicate with each other providing only one folder per subject.
- The Intercept has "Touchless Temperature Sensor Technology."





Asst. Director Shane Kitchen
 Alvin S. Glenn Detention Center
 201 John Mark Dial Drive
 Columbia, SC 29209

25 January 2022

Expiration Date: March 25, 2022

Quote#: 2021-07-45-A

Qty	Part Number	Description	Net Price
2	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System High Strength Aluminum Unibody Frame 160Kv Monoblock Oil Cooled Generator Ultra-compact 34" x 72" footprint <4 Second Scan Time Variable Scanning Dosage from .25uSv to 2.0uSv Adheres to ANSI/HPS N43-17-2009 Regulations. Mobile Workstation 27" Mounted Touch Screen Monitor Windows Operating System One Million Image Storage Capacity. Transportable on Built In Heavy Duty Caster System 16 Million Gray Scale Levels 110V/15 A.	\$278,000
1	SSD-017-2103	Tek Reader Bar Code Rader (Hardware & Software)	INC
2	INT- INSTALL	Installation and Calibration	INC
2	INT- TRAINING	3 Days On Site Initial Operator Training-adhering to ANSI/ HPS N43.17-2009 Section 8.1.5. Administrator, Super User, Standard User Training Programs.	INC
2	INT-WARRANTY-2	Two (2) Year Parts and Labor on Entire System from time of Installation	INC
2	SHIPPING-1	Costs for shipping from Poway, CA to Columbia, SC	INC

SITE PRICING		TOTAL:	\$278,000
OPTIONAL: (Circle & Initial if Purchasing).			
1	INT-WARRANTY	Additional Yearly parts and Labor Warranty (each scanner)	\$7,500/yr
1	INT-13282	Infrared Cameras Inc.-Thermal Scanner (each scanner)	\$15,000

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

DAP: Destination: Richland County Detention Center-SC
 Terms: Net 30 Days from Delivery
 Taxes: All sales are subject to applicable sales tax. Please provide a Tax-Exempt Certificate if applicable.

Accepted By:
 Printed Name and Title: _____
 Signature: _____
 Date: _____

Tek84:
 Printed Name and Title: _____
 Signature: _____
 Date: _____

