



## Development and Services Committee

Norman Jackson	Damon Jeter	Julie-Ann Dixon (Chair)	Bill Malinowski	Seth Rose
District 11	District 3	District 9	District 1	District 5

March 22, 2016 - 5:00 PM  
2020 Hampton Street

### **Call to Order**

### **Approval of Minutes**

- 1 Regular Session: February 22, 2016 [PAGES 4-7]

### **Adoption of Agenda**

### **Items for Action**

- 2 Intergovernmental Agreement (IGA) between City of Columbia and Richland County for the Hollywood Hills Sewer Project [PAGES 8-19]
- 3 Amendment to FY 14-15 Annual Action Plan [PAGES 20-22]
- 4 Motion Regarding Future Neighborhood Master Plans [PAGES 23-26]

- 5 Electronics Recycling – Authorization to Increase Purchase Order Over \$100,000 [PAGES 27-29]
- 6 Petition to Close Hastings Alley in Olympia [PAGES 30-44]
- 7 Sonoco Recycling Agreement for Professional Services [PAGES 45 - 85]

**Items Pending Analysis: No Action Required**

- 8 Request for Easement - Hiller Road [PAGE 86]
- 9 Motion to Have a Subcommittee Examine the County’s EMS Services [PAGE 87]
- 10 Motions Related to the Development of a Diversity Statement and the Feasibility of Conducting a Workplace Diversity Study [PAGE 88]
- 11 Comprehensive Youth Program [PAGE 89]

**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

## SOUTH CAROLINA



## DEVELOPMENT & SERVICES COMMITTEE

February 23, 2016  
5:00 PM  
County Council Chambers

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building*

### CALL TO ORDER

Ms. Dixon called the meeting to order at approximately 5:03 PM

### ELECTION OF CHAIR

Mr. Rose moved to nominate Mr. Jackson for the position of Chair.

Mr. Jackson declined the nomination.

Mr. Jackson moved, seconded by Mr. Malinowski, to nominate Ms. Dixon for the position of Chair. The vote in favor was unanimous.

### APPROVAL OF MINUTES

**Regular Session: January 12, 2016** – Mr. Jackson moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

### ADOPTION OF AGENDA

Mr. Jackson moved, seconded by Ms. Dixon, to adopt the agenda as published. The vote in favor was unanimous.

### ITEMS FOR ACTION

**Department of Public Works: 2015 Flood Engineering Services Project** – Mr. McDonald stated this item and the next item on the agenda represent 6 of the 7 roads that are not open and have significant damage from the October Flood. This specific item is a request for an Engineering study and Engineering design work for 3 of the roads. The 25% match funding will be provided by the County with the remaining 75% of funding being provided by FEMA.

Mr. Malinowski requested a copy of the bid amounts for the respondents.

Mr. Malinowski inquired why the RFP was only sent to 5 pre-qualified engineering firms on the County's list.

### Council Members Present

Julie-Ann Dixon, Chair  
District Nine

Bill Malinowski  
District One

Seth Rose  
District Five

Norman Jackson  
District Eleven

### Others Present:

Kelvin Washington  
Tony McDonald  
Warren Harley  
Kevin Bronson  
Brandon Madden  
Michelle Onley  
Roxanne Ancheta  
Kim Roberts  
Larry Smith  
Tracy Hegler  
Dwight Hanna  
Ismail Ozbek  
Kecia Lara  
Rudy Curtis  
Janelle Ellis  
Donny Phipps



Mr. Ozbek stated because of the urgency of these items the firms that were pre-qualified for those types of projects were targeted.

Mr. Jackson moved, seconded by Mr. Rose, to forward to Council with a recommendation to approve the request to approve the award of the 2015 Engineering Services Project to AECOM in the amount of \$174,900.00. The vote in favor was unanimous.

**Department of Public Works: 2015 Flood Repairs Project** – Mr. Jackson moved, seconded by Mr. Rose, to forward to Council with a recommendation to approve the request to approve the award of the 2015 Flood Repairs Project to Cherokee Inc. in the amount of \$1,413,969.70. The vote in favor was unanimous.

**Department of Public Works: ADA Ramp Improvements Project** – Mr. McDonald stated this is a Public Works project where the County has received funding from a SCDOT grant to make improvements to sidewalks and make them ADA compliant. The County's portion of the funding would be \$190,193.32.

Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council with a recommendation to approve the request to award the ADA Ramp Improvements Project to Little Mountain Builders in the amount of \$335,193.32. The vote in favor was unanimous.

**Building Inspections – Authorization to Increase Purchase Orders Over \$100,000** – Mr. McDonald stated the funding is available in the departmental budget and will be utilized to demolish structures in the Unsafe Structures Program. The reason the request is coming before the committee is the amount is approaching the limit that Administration has the authority to approve.

Mr. Malinowski inquired if this was due to one of the companies not being able to complete their project.

Mr. McDonald replied in the affirmative.

Mr. Malinowski inquired if this is becoming a pattern and if there is a plan to avoid this situation in the future.

Mr. Harley will address the issue with the department in an attempt to prevent the awarding of contracts to companies that are not able to complete projects.

Mr. Malinowski inquired if the company not being able to complete their project has cost the County.

Mr. Harley stated he would research that matter, but he does not believe it has.

Ms. Dixon inquired about the status of the motion made by Mr. Malinowski regarding a "black list" of contractors that do not complete projects and in turn it costs the County.

Mr. Smith stated he believes Mr. Malinowski's motion was in reference to bonds. He further stated that under the procurement code there are certain penalties that a contractor can subject themselves to (suspension, disbarment, etc.) if they do not complete projects.

Ms. Dixon requested a copy that portion of the procurement code.

Mr. Jackson moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve the request to increase the purchase orders for Corley Construction and Carolina Demolition & Trucking Company

from \$94,212.67 and \$104,212.67, respectively. These increases will allow the County to cover the costs associated with performing demolitions of derelict/dilapidated structures. The vote in favor was unanimous.

**Approval of the updated Richland County Neighborhood Improvement Program Five-Year Project Plan –**

Mr. McDonald stated the request is to update the Neighborhood Improvement Program to incorporate the addition of the Broad River Road Corridor and Community; Lower Richland and Spring Hill master plans.

Mr. Malinowski stated according to Ms. Hegler it is more of a rewrite than an update.

Ms. Dixon stated due to the vast growth in District 9, she is requesting that Planning work to draft a master plan for the area.

Mr. Jackson moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve the updated Neighborhood Improvement Program Five-Year Project Plan. The vote in favor was unanimous.

**Request to Rename the Jury Assembly Room of the Richland County Judicial Center** – Mr. Rose moved, seconded by Ms. Dixon, to forward to Council with a recommendation to approve renaming the Jury Assembly Room of the Richland County Judicial Center located at 1701 Main Street the Anne Kelly Jury Assembly Room.

Mr. Malinowski inquired if the ordinance had been updated to include the naming of rooms.

Mr. McDonald stated the ordinance has not been amended, but there has been a precedence has been set to allow this if Council approves the request.

The vote in favor was unanimous.

**12-Month Update on the Curbside Recycling Trends Associated with the County's New Recycling Roll Cart Program (Information Only)** – This item was received as information. Mr. McDonald stated the trend has been more recycling taking place since the bigger receptacles were made available.

**Resolution approving the honorary naming of the 1000 block of Olympia Avenue from Heyward Street to Alabama Street to "Jim Jaco Way"** – Mr. Rose requested to withdraw this item.

Mr. Malinowski suggested approving a resolution supporting the City of Columbia's honorary naming of the 1000 block of Olympia Avenue and Heyward Street.

Mr. Malinowski moved, seconded by Mr. Jackson, to reconsider the agenda to take action on this item. The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. Malinowski, to approve a resolution supporting the City of Columbia's honorary naming of the 1000 block of Olympia Avenue and Heyward Street. The vote in favor was unanimous.

**ITEMS PENDING ANALYSIS**

**Request for Easement – Hiller Road** – This item was held in committee.

**Motion to Have a Subcommittee Examine the County's EMS Services Department with input from EMS workers** – This item was held in committee.

**Motion Related to the Development of a Diversity Statement and the Feasibility of Conducting a Workplace Diversity Study** – This item was held in committee.

**Comprehensive Youth Program** – This item was held in committee.

### **ADJOURNMENT**

The meeting adjourned at approximately 5:22 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

## Richland County Council Request of Action

**Subject:**

Intergovernmental Agreement (IGA) between City of Columbia and Richland County for the Hollywood Hills Sewer Project

**Notes:**

This item was deferred at the January D&S Committee meeting for additional information. Staff has included the additional information in the agenda packet for the Committee's review and consideration.



March 1, 2016

Warren Harley  
Assistant County Administrator  
Richland County Government  
2020 Hampton Street  
Columbia, SC 29204

Dear Mr. Harley,

The purpose of this letter is to express Central Midlands Council of Governments (CMCOG) full support for the Hollywood Hills Community Development Block Grant (CDBG) sewer connection project. As the designated area-wide planning district for sewer service under Section 208 of the Clean Water Act CMCOG recognizes the environmental, social, and economic benefits of providing centralized sewer service to urban and suburban communities dependent on individual septic systems.

The proposed sewer connection project is consistent with the goals and policies of the 208 Water Quality Management Plan for the Central Midlands Region. A primary goal of this plan is to consolidate smaller treatment facilities and septic tanks, especially when they are located in higher density urban and suburban neighborhoods with access to a regional sewer system. The Hollywood Hills sewer connection project represents an important step in this direction and will help to improve water quality and public health for the residents of the Hollywood Hills community and surrounding areas.

If you have any questions or need additional information regarding our support for this project please do not hesitate to contact me at (803)-744-5158 or via email at [gsprouse@centralmidlands.org](mailto:gsprouse@centralmidlands.org). Thank you for your time and consideration of this important project.

Best Regards,

A handwritten signature in blue ink, appearing to read "Gregory Sprouse", written over a horizontal line.

Gregory Sprouse, AICP  
Director of Research, Planning, and Development

## **Richland County Council Request of Action**

**Subject:** Intergovernmental Agreement (IGA) between City of Columbia and Richland County

### **A. Purpose**

County Council is requested to approve an Intergovernmental Agreement (IGA) between City of Columbia and Richland County for the Hollywood Hills Sewer Project. This project is entirely funded by Richland County Community Development with federal funds (CDBG). Once the project is completed, the sewer lines will then turn over to the City of Columbia for maintenance and upkeep.

### **B. Background / Discussion**

Richland County Community Development Department (RCCD) has completed federally funded sewer and water projects throughout unincorporated Richland County in the past, of which the most recent was the Bookert Heights Sewer Project in 2006.

Upon completion of the sewer projects, the sewer lines are transferred over to the City of Columbia for maintenance and upkeep. The County's Legal Department suggested that an Intergovernmental Agreement (IGA) between City of Columbia and Richland County should be enacted to memorialize the sewer project process, protect both parties and provide a list of responsibilities during and after the project's completion for both the County and the City.

The City of Columbia's approval of the (IGA) will be way of an ordinance, which requires two readings. City Council will meet on January 5 & 19, 2016 and February 2 & 16, 2016.

Technically, the IGA could be scheduled for City Council's consideration on 01/19/16 with final approval occurring on 02/02/16, assuming that there are no delays. RCCD will work with the City relative to their approval process if County Council approves the IGA.

Once the IGA is approved by County and the City of Columbia, County staff will bring this item back for County Council approval during the bid selection/approval process for the County's procured vendor to complete the construction of the project. This step is anticipated in late Spring 2016.

The Hollywood Hills neighborhood is in County District 7.

Attached is the drafted IGA completed by County Legal Department.

Also, the signed letter of approval of the sewer plan from the County to the City of Columbia is attached.

### **C. Legislative / Chronological History**

July 1, 2014 and July 28, 2015 – Council approved the CDBG funding for this project.

### **D. Financial Impact**

The financial impact to the County would be the cost of the sewer project. The entire project will be funded through Federal CDBG dollars.

The financial impact to the City would be determined and deemed responsible by the City once the lines are converted over to the City.

Again, there would be no adverse financial impact to general County funds.

**E. Alternatives**

1. Approve the Intergovernmental Agreement between the County and the City of Columbia for the Hollywood Hills Sewer Project.
2. Do not approve the Intergovernmental Agreement between the County and the City of Columbia for the Hollywood Hills Sewer Project.

**Recommendation:**

It is recommended that Council approve the best option above deemed by Council.

Submitted by: Valeria Jackson  
Department: Community Development  
Date: 12/08/15

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 1/5/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Recommendation is based on previous Council approval of the project and availability of funds.

**Legal**

Reviewed by: Elizabeth McLean Date: 1/5/15  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Warren Harley Date: 1/6/15  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

## Hollywood Hills Sewer Project

### Intergovernmental Agreement between Richland County and the City of Columbia

WHEREAS, Richland County is constructing and updating the sanitary sewer lines and mains for the Hollywood Hills neighborhood near the intersection of Farrow Road and Wakefield Road; and

WHEREAS, Richland County is using Community Development Block Grant Funds (hereafter referred to as CDBG); and

WHEREAS, following construction and completion of the sanitary sewer lines and mains by Richland County, the City of Columbia will accept a deed of the sanitary sewer lines and mains for ownership, operation and maintenance into perpetuity.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follow:

1. Richland County is responsible for construction of the sanitary sewer lines and mains for the Hollywood Hills neighborhood near the intersection of Farrow Road and Wakefield Road, see Exhibit A (attached hereto).
2. Richland County agrees to provide CDBG Federal Funds to complete this project, subject to the terms and conditions of this Contract, applicable laws, regulations and all other Federal and County requirements.
3. Richland County will adhere to the City of Columbia's detailed plans outlined in a letter dated July 14, 2015, signed by Sparty Hammett on July 22, 2015, see Exhibit A.
4. Once construction has been completed and Richland County is satisfied with final inspections in accordance with Exhibit A Paragraph 7, Richland County will deed over the infrastructure to the City of Columbia for perpetual maintenance of the system. Richland County will have no further responsibilities related to this project.







# CITY OF COLUMBIA

## Department of Utilities and Engineering

### Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3400 Fax: 803-988-8199

July 14, 2015

Re: Proposed Sewer Main Construction Plans:  
Hollywood Hills Sewer System Improvements  
(Near Intersection of Farrow Rd. and  
Wakefield Rd.); Hill Engineering, LLC; Plans  
dated June 23, 2015; City File #188-09B

Richland County Community Development Department  
2020 Hampton St.  
Columbia, SC 29204

Dear Sir or Madam,

The original of this signed statement must be returned to the City, prior to any construction activity for the project. Please retain a copy for your records.

**I HAVE READ THIS APPROVAL LETTER AND I AGREE TO COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED THEREIN.**

Spartan Hammett  
Print Owner/Developer Name

Spartan Hammett  
Signature of Owner/Developer

7/22/15  
Date

Please return to:

Ms. Angela Jones  
City of Columbia  
Utilities and Engineering Department  
P.O. Box 147  
Columbia, SC 29217

Should you require additional information, please feel free to contact Angela Jones at 545-3247.

[www.columbiasc.net](http://www.columbiasc.net)



# CITY OF COLUMBIA

## Department of Utilities and Engineering Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29205  
Phone: 803-545-3400 Fax: 803-988-8199

2015 JUL 21 AM 10:01

July 14, 2015

Re: Proposed Sewer Main Construction Plans:  
Hollywood Hills Sewer System Improvements  
(Near Intersection of Farrow Rd. and Wakefield  
Rd.); Hill Engineering, LLC; Plans dated June 23,  
2015; City File #188-09B

Richland County Community Development Department  
2020 Hampton St.  
Columbia, SC 29204

Dear Sir or Madam,

Previously this project was approved on August 6, 2008. The plans have now been revised. Please discard all previous approved plans and calculations and replace them with the above referenced plans and calculations.

The referenced plans and calculations received June 25, 2015 have been examined and are approved with the following exceptions and provisions:

1. Initial and continued delivery of water or sewer service to this property is subject to such ordinances, policies, rules and regulations as the City of Columbia may, from time to time, adopt or amend.
2. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
3. The developer must provide the City Engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Angela Jones at 545-3247. Once the developer's contractor provides a work notice and the City confirms all preconstruction requirements have been met (permits, insurance, etc.), the contractor **must** hold an on-site pre-construction conference with the City inspector (Jeff Jeffers) **prior to** performing any work on the project. The purpose of this meeting is to allow the contractor and **inspector** to review the plans and approval letter, as well as discuss concerns either party may have. **This is a mandatory meeting, no exceptions!** The contractor shall call the inspector at 545-3400 to schedule the meeting. The best time to contact the inspector is from 8:00 a.m. - 9:30 a.m.
4. The developer through his engineer must provide the project contractor a copy of this approval letter which must be maintained on the site until construction is completed (permit to operate issued).
5. In the event any of the work related to water and sanitary sewer on this project is to be performed within public street or road rights-of-

way or in an existing City easement by other than City of Columbia forces, indemnification of the City in accordance with **Chapter 11, Article III, Section 11-71** of the City Code is required. Proof of insurance must be provided prior to beginning construction. Should additional information regarding this be required, please contact Ms. Susan Leitner at 545-3250.

6. All grading of areas where sanitary sewer lines are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.
7. The developer through his engineer is responsible for conducting final inspections of systems to be deeded to the City for operation and maintenance. Inspections must be coordinated with the Department of Engineering Inspector.
8. The proposed sanitary sewer plans have been submitted to the South Carolina Department of Health and Environmental Control for permitting under the Standard Review Program.
9. Cleanouts (if applicable) must be installed at the right-of-way or easement line on all sanitary sewer lines. They shall be of the same class and material as used for the sanitary sewer. Cleanouts shall be installed flush with the finished grade and must be protected from landscaping, traffic and maintenance thereto. All proposed 6" sanitary sewer service lines must be installed with 8" by 6" service wye off of the proposed sanitary sewer main(s).
10. The developer shall be responsible for installation of individual services off of the proposed main(s), if necessary. The developer/builder shall be responsible for maintaining the accessibility, visibility and functionality of all service lines. If the aforementioned requirements are violated, the developer/builder shall be held responsible for all associated costs for installation of new service connection at his own expense including but not limited to the payment for the new tap fee. The City may require the developer/builder to hire an independent contractor to install a new tap, and associated appurtenances solely at his own cost. The developer must obtain a prior approval from City before allowing the contractor to install a tap on the City's active main. Service will be provided following City acceptance of sanitary sewer system(s), DHEC granting a permit to operate.
11. The proposed sanitary sewer mains must be deeded to the City of Columbia prior to final acceptance of the system(s) for operation and maintenance.
12. The proposed sanitary sewer mains not located in the existing right-of-way must be installed in private easements, which must be dedicated exclusively to the City of Columbia. They shall be, granted prior to final acceptance for operation and maintenance by the City



and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings.

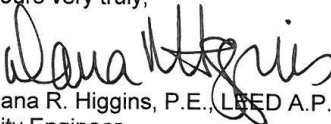
13. All easements shall be, granted prior to final acceptance of the sanitary sewer mains for operation and maintenance by City and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings.
14. For projects being developed under bond, the bonded plat showing all utility easements to be granted to the City of Columbia must be submitted for approval. These easements must be dedicated exclusively to the City prior to final approval of the bonded plat and the selling of individual lots.
15. All sanitary sewer mains services and fittings with less than 3' or greater than 12' of cover must be constructed of DIP.
16. All DIP and fittings used for sanitary sewer construction shall be lined with either polyethylene (American Polybond Plus-60 mil nominal thickness), amine cured novalac epoxy (protecto 401 Ceramic Epoxy-40 mil nominal thickness) or calcium aluminate cement mortar (SewperCoat as manufactured by Lafarge Calcium Aluminates-double thickness) or approved equal.
17. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
18. Prior to construction (if applicable) an encroachment permit shall be approved by the appropriate right-of-way agency. The encroachment permit application shall be entirely completed by the owner/developer and forwarded to the City of Columbia Engineering Department for review and subsequent submittal to the appropriate right-of-way agency. All encroachment applications shall identify the City of Columbia as the sole applicant.
19. This approval does not relieve the developer of meeting requirements set forth by the South Carolina Department of Health and Environmental Control nor does the South Carolina Department of Health and Environmental Control's approval relieve the developer of meeting requirements of the Columbia Sediment and Erosion Control and Storm Drainage Ordinance.
20. **Any existing trees shown within in the construction limits of MH 1+21 or any proposed sewer main must be removed prior to construction.**
21. **Prior to beginning construction, the attached "Agreement to Comply" statement shall be signed and**

**returned to the City.**

22. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date.

Should you require additional information, please feel free to contact Scott Rogers at 545-3290.

Yours very truly,

  
Dana R. Higgins, P.E., LEED A.P.  
City Engineer

SR/sr

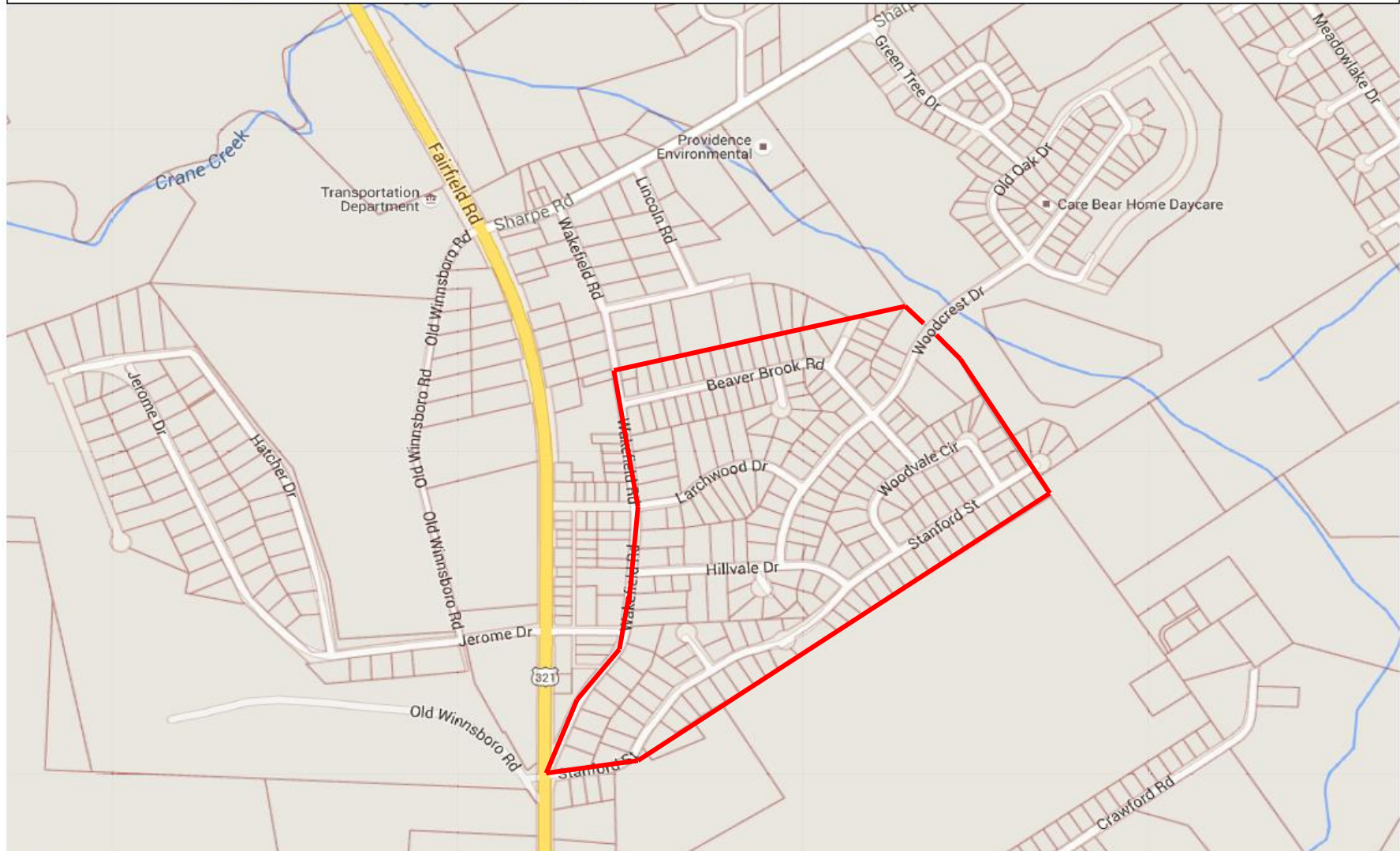
Cc (email): Daniel B. Hill, P.E., Hill Engineering, LLC

Map of Hollywood Hills Neighborhood – Outlined in —

12/31/2015

Richland County Internet Mapping

Richland County, SC | Internet Mapping



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.



<http://www.richlandmaps.com/apps/gmap/?lat=34.08031&lon=-81.01485&zoom=16&base=roadmap&expanded=39665|38669|18518|52088|40518&layers=33844|54880>

1/1

# Richland County Council Request of Action

**Subject:**

Amendment to FY 14-15 Annual Action Plan



# Richland County Council Request of Action

**Subject:** Amendment to FY 14-15 Annual Action Plan

## **A. Purpose**

County Council is requested to approve an amendment to the FY 14-15 Community Development Block Grant (CDBG) Action Plan to award \$200,000 to St. Lawrence Place/Trinity Housing to use funds for acquisition and other soft costs for housing to assist families that are at-risk and/or homeless.

## **B. Background / Discussion**

Richland County Community Development has received a request to use current CDBG funds. An amendment of the FY 14-15 Annual Action Plan to award \$200,000 to St. Lawrence Place/Trinity Housing to use funds for acquisition and other soft costs would be necessary. Four initial homes have been identified for potential purchase. They are:

- 122 New Way Road, Columbia 29223 (Council District 10)
- 3147 Harrison Road, Columbia 29204 (Council District 3)
- 2531 Glenwood Dr., Columbia 29204 (Council District 3)
- 2413 Reynolds Dr., Columbia 29204 (Council District 3)

These homes are a part of a larger “cluster plan” of scattered-site homes to be purchased to assist homeless persons. The majority of the persons assisted originated from Richland County before becoming homeless. The units were selected due to be more “shovel ready”. The larger plan also involves applying for SC State Housing funds (\$300,000) and City of Columbia funds to complete these efforts. This reflects leveraging and regionalism.

These scattered site homes would supply affordable rental units to house formally at-risk/homeless families. Trinity Housing will own the properties and the provide site and case management. The locations will keep families close to public transportation and relative short travel distance to St. Lawrence Place for additional case management assistance. The waiting list for these homes are standing at a current list of 60 families in addition to those who call daily seeking housing. The eligible families will not exceed 60% LMI. Trinity will provide some of their own resources for rehabilitation on the housing units for this project.

HUD’s response to the amendment will also be sought to achieve an approved amendment by use of a public comment period and public advertised.

## **C. Legislative / Chronological History**

- County Council approved the FY 14-15 CDBG budget on July 1, 2014. This action would amend this Action Plan for the above purpose. This information was included for your convenience.

## **D. Financial Impact**

There is no financial impact to the County. This action would amend Community Development Department’s FY 14-15 Action Plan in the amount of \$200,000. The overall budget was \$1,296,072 for that fiscal year.

**E. Alternatives**

1. Approve the request to amend the FY 14-15 CDBG Action Plan to allow \$200,000 to be used by Trinity Housing/St. Lawrence Place to acquire up to 4 homes as noted above.
2. Do not approve request to amend the FY 14-15 CDBG Action Plan to allow \$200,000 to be used by Trinity Housing/St. Lawrence Place to acquire up to 4 homes as noted above.

**F. Recommendation**

It is recommended that Council approve the request to amend the FY 14-15 CDBG budget to allow \$200,000 to be used by Trinity Housing/St. Lawrence Place to acquire up to 4 homes as noted above.

Recommended by: Valeria Jackson  
Department: Community Development  
Date: 3/1/16

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 3/9/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Recommendation supports the Community Development Director’s recommendation on amending the action plan based on no financial impact on the County.

**Grants**

Reviewed by: Natashia Dozier Date: 03/10/2016  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Brad Farrar Date: 3/10/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Warren Harley Date: 3/10/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

# Richland County Council Request of Action

**Subject:**

Motion Regarding Future Neighborhood Master Plans

## Richland County Council Request of Action

**Subject:** Motion Regarding Future Neighborhood Master Plans

### **A. Purpose**

County Council is requested to approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County by the Neighborhood Improvement Program (NIP) as well as a full analysis of District Nine [9] for the purpose of determining the necessity of drafting a Neighborhood Master Plan for the area. This set of criteria will serve as a guide to direct NIP staff master planning efforts and funding as pertains to the drafting of future Neighborhood Master Plans. The completion of the criteria and analyses will better ensure that Neighborhood Redevelopment Funding is appropriately allocated to areas of unincorporated Richland County that exhibit the greatest need and ability to benefit from master planning efforts.

### **B. Background / Discussion**

On March 1, 2016, the honorable Julie-Ann Dixon brought forth the following motion:

“I move that the Richland County Neighborhood Improvement Program develop a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County and that staff begin their analysis with District 9 no later than the end of the calendar year [December 31, 2016]”

The Neighborhood Improvement Program was established by County Council in Fiscal Year 2004 to coordinate and fund Neighborhood Master Plans and improvement projects in Richland County. On March 1, 2005, County Council approved the first 10 priority focal areas for Neighborhood Master Planning. The table below displays the completed Master Planning Areas, along with the date each plan was adopted by County Council.

<b>Master Planning Area</b>	<b>Date Adopted</b>
Southeast Richland Neighborhoods	1/3/2006
Broad River Neighborhoods	10/19/2006
Decker Blvd / Woodfield Park	7/10/2007
Candlewood	3/12/2009
Crane Creek	1/19/2010
Trenholm Acres / Newcastle Neighborhoods	1/19/2010
Broad River Road Corridor and Community	12/14/2010
Lower Richland	3/18/2014
Spring Hill	3/18/2014
Mill District (Olympia)	<i>In progress</i>

As the Neighborhood Improvement Program is, for the first time since its inception, in a phase of deliberate implementation, staff also recognizes a need to proactively prepare for the

possibility of drafting future plans.

The establishment of a set of criteria for assessing the necessity of future Neighborhood Master Plans in unincorporated Richland County is essential to the progression of the program and the targeted, lucrative revitalization and/or conservation of areas of unincorporated Richland County in accordance with the prescriptions of the recently updated Richland County Comprehensive Plan.

**C. Legislative / Chronological History**

This is a council-initiated request; therefore, there is no legislative history.

**D. Financial Impact**

There is no direct financial impact associated with this request. However, the Neighborhood Improvement Program may request additional funding to draft and implement future Neighborhood Master Plans.

**E. Alternatives**

1. Approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County and an analysis of District Nine [9] to be initiated by the Neighborhood Improvement Program prior to December 31, 2016.
  
2. Approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County but do not approve an analysis of District Nine [9] to be initiated by the Neighborhood Improvement Program prior to December 31, 2016.
  
3. Do not approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County or an analysis of District Nine [9] to be initiated by the Neighborhood Improvement Program prior to December 31, 2016.

**F. Recommendation**

It is recommended that Council approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County and an analysis of District Nine (9) to be initiated by the Neighborhood Improvement Program prior to December 31, 2016.

Recommended by: Tracy Hegler

Department: Planning

Date: March 7, 2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Brad Farrar

Date: 3/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Warren Harley

Date: 3/18/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

**Subject:**

Electronics Recycling – Authorization to Increase Purchase Order Over \$100,000

## Richland County Council Request of Action

**Subject:** Electronics Recycling – Authorization to Increase Purchase Order Over \$100,000

**A. Purpose**

County Council is requested to approve an increase in the blanket purchase orders for eCycle Secure to continue to manage our electronics recyclables.

**B. Background / Discussion**

Solid Waste & Recycling has an agreement with eCycle Secure to take all of our residential electronics which for the most part are banned from landfills. The electronics recycling market has been encountering more than it normal turbulence and our residents have been recycling more. This is a request to increase eCycle Secure’s purchase order from \$90,000 to \$130,000 with the intent of handling the waste stream until the end of FY16.

**C. Legislative / Chronological History**

This is a staff-initiated request. Therefore, there is no legislative history.

**D. Financial Impact**

Solid Waste has sufficient funds in the FY16 budget to handle the increase.

Council approval of this request will authorize an increase in the purchase order totaling \$40,000. No new funds are being requested.

**E. Alternatives**

1. Approve the request to increase the purchase order from \$90,000 to \$130,000. This increase will allow the County to manage this state mandated program.
  
2. Do not approve the request to increase the purchase order from \$90,000 to \$130,000. If this alternative is chosen we can increase the PO to \$99,000, likely leaving the county with no means to recycle electronics for a couple of months and could impact Richland Recycles Day in May.

**F. Recommendation**

It is recommended that Council approve the request to increase Blanket Purchase Order B1600256 to \$130,000.

Recommended by: Rudy Curtis  
Department: Solid Waste & Recycling  
Date: 3/15/2016

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)



Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/16/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on availability of budgeted funds.

**Procurement**

Reviewed by: Christy Swofford

Date: 3/15/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Brad Farrar

Date: 3/15/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Kevin Bronson

Date: 3/16/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Funds are available within the current FY budget. Approval will allow electronics recycling to continue at current projected service levels.

# Richland County Council Request of Action

**Subject:**

Petition to Close Hastings Alley in Olympia

## Richland County Council Request of Action

**Subject:** Petition to Close Hastings Alley in Olympia

**A. Purpose**

County Council is requested to approve, deny or make a recommendation with respect to a Petition to Close Hastings Alley in Olympia in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. A detailed map is attached.

**B. Background / Discussion**

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County’s Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. Hastings Alley is a dirt road/alley in Olympia that runs a single block between Olympia Ave. and Hamrick St. The surrounding property is under contract to be owned by one individual/company. The proposed petition is attached for more detail.

**C. Financial Impact**

There is no apparent financial impact associated with this request.

**D. Alternatives**

1. Approve the request to close Hastings Alley in Olympia.
  
2. Do not approve the request and contest the matter in circuit court.

**E. Recommendation**

Council’s discretion

Recommended by: Lauren Hogan

Department: Legal

Date: 03/14/2016

**F. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/14/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated, the request is an item for Council discretion and has not identified financial impact.

**Planning**

Reviewed by: Tracy Hegler

Date: 3/15/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Council discretion. The Planning Department has no objections to the closure, as all parcels can be accessed by the common ownership.

**Public Works**

Reviewed by: Ismail Ozbek

Date: 3/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Council discretion. Public Works Department has no objections to the closure.

**Emergency Services**

Reviewed by: Michael Byrd

Date: March 16, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Emergency Services has reviewed and inspected the alley and roads in the area and has no objection.

**Legal**

Reviewed by: Brad Farrar

Date: 3/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Warren Harley

Date: 3/18/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration has no objection.

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE CIRCUIT COURT

Orchard Columbia, LLC,  
Petitioner,

Case No. 2016-CP-\_\_\_\_\_

v.

PETITION FOR ABANDONMENT AND  
CLOSURE OF ROAD

EHP Development, LLC; Danny Ray  
Schumpert; Richland County, State of South  
Carolina; City of Columbia, South Carolina;  
and The South Carolina Department of  
Transportation,

Respondents.

Petitioner Orchard Columbia, LLC (“Petitioner”) would respectfully show unto the Court as follows:

1. This petition is brought pursuant to S.C. Code Ann. 57-9-10, *et. seq.* for the purpose of closing and abandoning that certain road, tract and/or right of way known as Hastings Alley, located in the City of Columbia, County of Richland, State of South Carolina, described more fully as follows (the “Subject Road”):

Commencing at a 1” Pipe located in the southeastern quadrant of the intersection of Virginia Street and Hamrick Avenue, thence running along the southern margin of the right-of-way of Hamrick Avenue S67°16'04"E for a distance of 129.50 feet to a 1/2" Rebar, said 1/2” Rebar being the Point of Beginning (POB); thence continuing along said right- of-way S67°13'50"E for a distance of 10.57 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-02) S23°03'11"W for a distance of 189.87 feet to a 1/2" Rebar; thence running along Unclear Ownership Area for the following bearings and distances: N67°15'23"W for a distance of 10.91 feet to a 1/2" Rebar; thence turning and running S23°09'46"W for a distance of 80.02 feet to a 1/2" Rebar; thence turning and running S67°21'12"E for a distance of 10.67 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-16) thence S23°18'27"W for a distance of 240.07 feet to a 1/2" Rebar; thence turning and running along property of now or formerly Jaco or S.C.E. & G. Co. N67°07'28"W for a distance of 9.98 feet to a 1/2" Rebar; thence turning along property of now or formerly Luther E. Nix, Jr. (TMS#11203-03-19) for the following bearings and distances: N23°09'35"E for a distance of 120.09 feet to a 1/2" Rebar; thence running

N23°07'20"E for a distance of 8.29 feet to a R/R Spike; thence turning and running N55°50'33"W for a distance of 10.07 feet to a 1/2" Rebar; thence turning and running along property of Orchard Columbia II, LLC (TMS# 11203-03-23 & 25) N23°17'57"E for a distance of 138.46 feet to a 1/2" Rod; thence running along property of Orchard Columbia II, LLC (TMS# 11203-03-26) N23°01'33"E for a distance of 60.03 feet to a 1/2" Rebar; thence turning and running along property of now or formerly EHP Development, LLC for the following bearings and distances: S65°23'47"E for a distance of 9.62 feet to a R/R Spike; thence turning and running N23°08'24"E for a distance of 81.43 feet to a 1/2" Rebar; thence running N23°10'16"E for a distance of 99.95 feet a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB). Described property containing 0.15 acres, more or less.

2. Respondent EHP Development, LLC ("EHP") is a limited liability company organized pursuant to the laws of South Carolina, and it is the owner of the following parcels of real property located in Richland County, South Carolina abutting, surrounding and/or adjacent to the Subject Road (collectively, the "EHP Property"):

a. That certain parcel known as TMS # 11203-03-02, conveyed to EHP by virtue of that certain Deed given to EHP by Mary E. Richards, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 265, said parcel being described more fully therein;

b. That certain parcel known as TMS # 11203-03-04 and that certain parcel known as TMS # 11203-03-29, both conveyed to EHP by virtue of that certain Deed given to EHP by We Rent Pretty Houses, LLC dated February 12, 2009 and recorded on February 20, 2009 at the Office of the Register of Deeds for Richland County in Book 1496 at Page 2338, said parcel being described more fully therein;

c. That certain parcel known as TMS # 11203-03-16, conveyed to EHP by virtue of (i) that certain Deed given to EHP by Charles Loftis as Trustee for the Benefit of Andrew Loftis, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 268; and (ii) that certain Deed given to EHP by Charles Loftis, dated March 3, 2005 and recorded on March 4, 2005 at the Office of the Register of Deeds for Richland County in Book 1030 at Page 271; said parcel being described more fully therein;

d. That certain parcel known as TMS # 11203-03-23, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated July 23, 2012 and recorded on August 8, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 430, said parcel being described more fully therein;

e. That certain parcel known as TMS # 11203-03-25, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated July 23, 2012 and recorded on August 8, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 433, said parcel being described more fully therein; and

f. That certain parcel known as TMS # 11203-03-26, conveyed to EHP by virtue of that certain Deed given to EHP by Edward H. Pitts, Jr., dated October 1, 2014 and recorded on October 3, 2014 at the Office of the Register of Deeds for Richland County in Book 1977 at Page 2178, said parcel being described more fully therein;

3. Respondent Luther E. Nix, Jr. (“Nix”) is the owner of that certain real property located in Richland County, South Carolina known as TMS # R11203-03-19 conveyed to Nix by Deed of Eugenia H. Nix dated April 17, 1986 and recorded on April 18, 1986 at the Office of the Register of Deeds for Richland County in Book 788 at Page 88, said parcel being described more fully therein (“Nix Property”), abutting, surrounding and/or adjacent to the Subject Road.

4. Respondent Danny Ray Schumpert (“Schumpert”) it is the owner of that certain real property located in Richland County, South Carolina known as TMS # 11203-03-01, conveyed to Schumpert by Deed of Danny R. Schumpert Foundation recorded on January 12, 2012 at the Office of the Register of Deeds for Richland County in Book 1786 at Page 430, said parcel being described more fully therein (“Schumpert Property”), abutting, surrounding and/or adjacent to the Subject Road.

5. The EHP Property, Nix Property and Schumpert Property (“collectively, Surrounding Property”) constitute all of the property that surrounds, abuts and/or is adjacent to the Subject Road, and there are no other properties surrounding, abutting or adjacent to the Subject Road.

6. Petitioner has entered into certain written agreements with EHP, Nix, and Schumpert to purchase the entire Surrounding Property adjacent to which the Subject Road is located (collectively “Agreements”).

7. Petitioner is an “interested person” with regard to the Subject Road, as defined under S.C. Code Ann. § 57-9-10, by virtue of the Agreements.

8. Respondent Richland County, State of South Carolina (the “County”) is made a Respondent to this action due to the fact that the Subject Road is located within the County and, on information and belief, the County may claim some right, title or interest in the Subject Road.

9. Respondent South Carolina Department of Transportation (“SCDOT”) is made a Respondent to this action due to the fact that the Subject Road is located within the State of South Carolina. On information and belief, SCDOT does not maintain the Subject Road or claim any right, title or interest in the Subject Road.

10. Respondent City of Columbia, South Carolina (“Columbia”) is made a Respondent to this action due to the fact that the Subject Road is located within the limits of Columbia. On information and belief, Columbia does not maintain the Subject Road or claim any right, title or interest in the Subject Road.

11. On information and belief, there are no parties other than Petitioner and Respondents herein who may claim some right, title or interest in the Subject Road.

12. The Subject Road is unpaved and, on information and belief, is not used as an access road or thoroughfare by Petitioner, the Respondents herein, or any other party.

13. The Subject Road is not subject to any express or prescriptive rights of way or easements for ingress and egress in favor of the Respondents herein.

14. It is in the best interest of all concerned parties that the Subject Road be permanently abandoned and closed.

15. Petitioner has provided written notice of this action to EHP, Luther and Nix, the owners of the entire Surrounding Property abutting the Subject Road, as evidenced by the correspondence and certified mail return receipts attached hereto as “Exhibit A” and incorporated herein by reference, in accordance with S.C. Code Ann. § 57-9-10.

16. Petitioner has further advertised for three (3) consecutive weeks in The State Newspaper, a newspaper of general circulation in Richland County, a “Notice of Intention to File Petition to Close Road” on December 21, 2015, December 29, 2015 and January 4, 2016, as evidenced by the Affidavit of Publication filed simultaneously herewith, a copy of which is attached hereto as “Exhibit B” and incorporated herein by this reference, in accordance with S.C. Code Ann. § 57-9-10.

17. Notice signage been physically posted along the Subject Road by Petitioner, in compliance to the requirements set forth in S.C. Code of Regulations R. 63-1000, with prior approval from the County, in accordance with S.C. Code Ann. § 57-9-10. True and accurate photographs of said signs are attached hereto as “Exhibit C” and incorporated herein by reference.

18. Petitioner is informed and believes that it is entitled to an Order closing and abandoning the Subject Road.



19. Petitioner is informed and believes that any interest in the Subject Road held by SCDOT, the County and Columbia should be permanently closed and abandoned and all rights in favor of these Respondents and the general public be terminated, and that the Subject Road be vested as follows:

- a. That the portion of the Subject Road between the center line of Hastings Alley and the Nix Property be vested in the name of the owner of the Nix Property;
- b. That the portion of the Subject Road between the center line of Hastings Alley and the EHP Property be vested in the name of the owner of the EHP Property; and
- c. That the portion of the Subject Road between the center line of Hastings Alley and the Schumpert Property be vested in the name of the owner of the Schumpert Property.

WHEREFORE, Petitioner prays that this Court issue an Order pursuant to S.C. Code Ann. § 57-9-10 *et. al.* which decides and determines as follows:

- a. That the Subject Road be permanently closed, abandoned, discontinued and vacated;
- b. That all right, title, or interest and all obligations held by SCDOT, the County, and/or the general public with regard to the Subject Road be permanently terminated;
- c. That the Subject Road is hereby vested as follows: (i) the portion of the Subject Road between the center line of Hastings Alley and the Nix Property is vested in the name of the owner of the Nix Property; (ii) the portion of the Subject Road between the center line of Hastings Alley and the EHP Property be vested in the name of the owner of the EHP Property; and (iii) the portion of the Subject Road between the center line of Hastings Alley and the Schumpert Property be vested in the name of the owner of the Schumpert Property.
- d. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

By: \_\_\_\_\_  
Lana H. Sims IV (S.C. Bar No. 100751)  
HAYNSWORTH SINKLER BOYD, P.A.  
ONE North Main, 2nd Floor  
Greenville, SC 29601-2772  
Telephone: 864.240.3200  
Facsimile: 864.240.3300

Attorney for Petitioner Orchard Columbia,  
LLC

EXHIBIT A

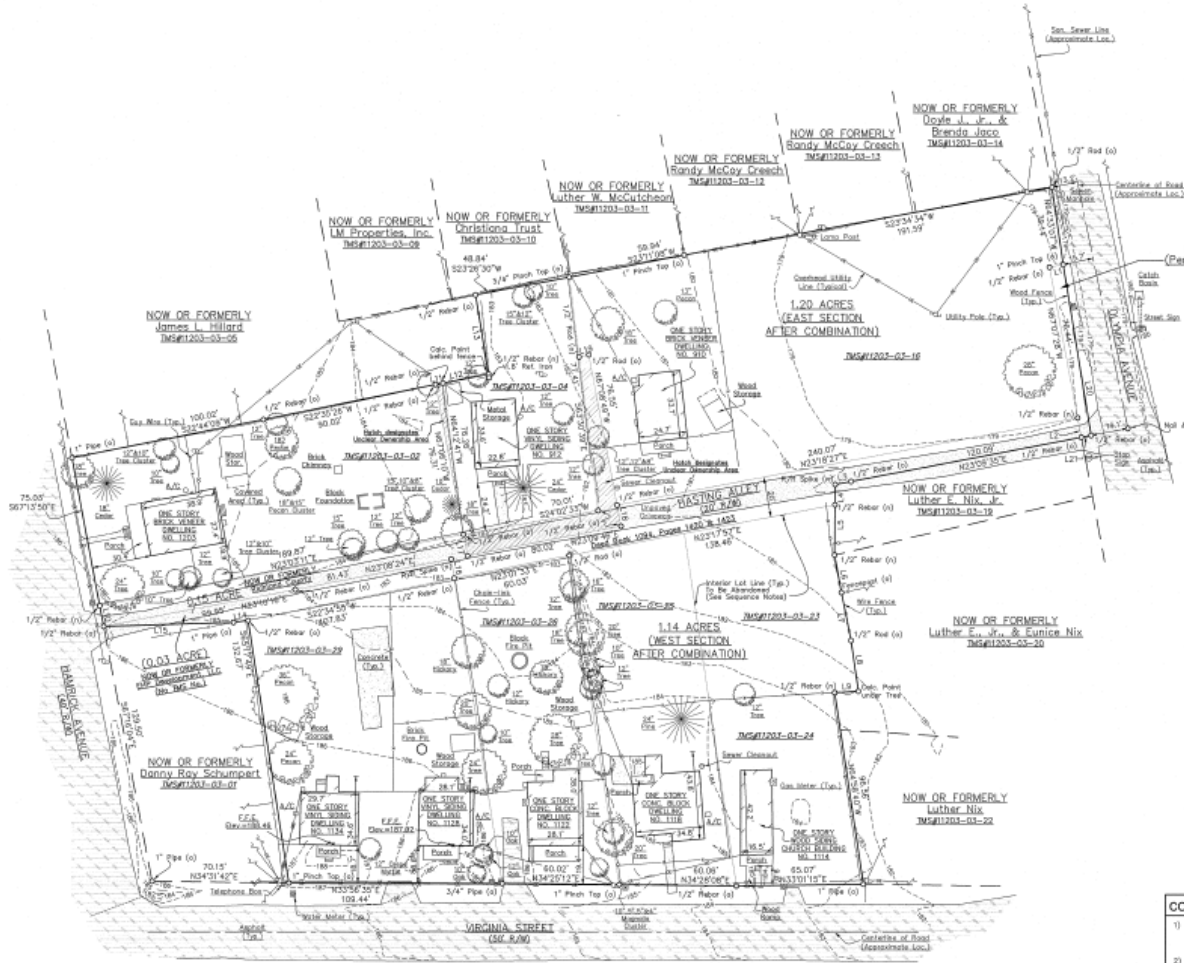
Correspondence to EHP, Nix and Schumpert

EXHIBIT B

Affidavit of Publication

EXHIBIT C

Photographs of Notice Signs



Line #	Length	Direction	Line #	Length	Direction
L1	71.17	N23°04'47"E	L20	86.38	N60°47'31"W
L2	1.85	N67°07'20"W	L21	5.12	N23°05'58"E
L3	8.29	N23°07'32"E			
L4	18.87	N25°52'37"W			
L5	25.07	N55°16'33"W			
L6	18.87	N65°46'34"W			
L7	24.51	N67°46'27"W			
L8	25.73	N64°44'34"W			
L9	12.16	N32°23'30"E			
L10	18.87	N67°07'20"W			
L11	3.87	S20°10'27"W			
L12	23.79	S27°42'28"W			
L13	38.87	S65°47'41"W			
L14	7.54	S28°09'27"W			
L15	68.50	S23°07'47"E			
L16	8.67	N67°07'20"W			
L17	15.84	N67°15'20"W			
L18	15.07	N67°12'12"W			
L19	5.12	S23°07'30"W			

**COMBINATION SEQUENCE NOTES:**

- 1) TMS#S 11203-03-02, 11203-03-04, and 11203-03-16 AND PARCEL "A" (NAD) AND S.C.E. & G. CO. TO BE COMBINED INTO A 1.20 ACRE (52,122 SQ. FT.) PARCEL. THIS INCLUDES HAYWARD "SINGLE-OWNER" AREAS OF 0.04 ACRE (1,000 SQ. FT.), THE AREA OF "SINGLE-OWNER" WAS DESCRIBED IN DEED BOOK "N", PAGE 180, DEED TO JESSE HUNTER HASTINGS.
- 2) ROAD RIGHT-OF-WAY PARCEL TO BE GAT ISLAND FROM RICHLAND COUNTY TO ORCHARD COLUMBIA II, LLC (0.15 ACRE/4,437 SQ. FT.)
- 3) TMS#S 11203-03-23, 11203-03-24, 11203-03-25, 11203-03-26, 11203-03-29 AND PARCEL N/E EMP DEVELOPMENT, LLC (DEED BOOK 1977, PAGE 2178) TO BE COMBINED INTO A 1.14 ACRE (44,856 SQ. FT.) PARCEL.
- 4) ALL PARCELS LISTED ABOVE TO BE COMBINED INTO A SINGLE THIS PARCEL, TOTALING 2.48 ACRES/108,215 SQ. FT. FOR SITE DEVELOPMENT.

**NOTES:**

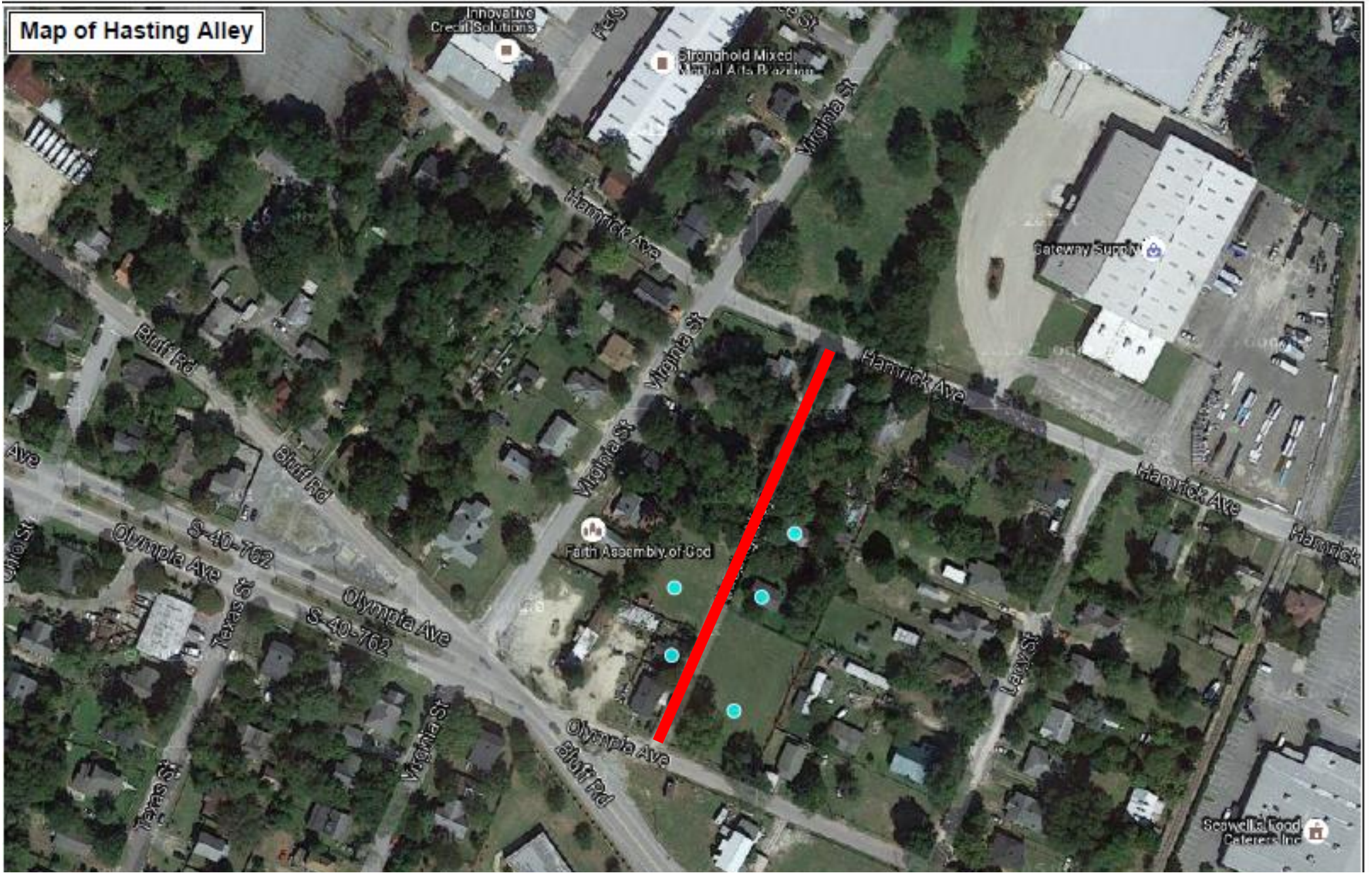
- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
- 2) CONTIGUOUS INTERIOR ELEVATIONS ARE ONE (1) FOOT, AND REFERENCED TO NAVD 83 DATUM.
- 3) REFERENCE MONUMENT WAS SOUTH CAROLINA GEODETIC SURVEY MONUMENT DESIGNATED "SOUTH CAROLINA POPULATION CITY" SPECIFIC TO 780-140-00-00, ELEVATION 117.77, HAVE THE DATUM INFORMATION ON MONUMENT OBTAINED FROM NCS DATA SHEET, AVAILABLE AT WWW.NCS.DNR.SOUTH-CAROLINA.GOV. DISTANCES SHOWN ARE GROUND DISTANCES, BEARING ARE REFERENCED TO GRID NORTH, 63/2011 EPOCH.
- 4) NOTES INDICATE VIRGINIA STREET AS SOUTH CAROLINA HIGHWAY 340-337, CDX & DRINKS, INC. HAS BEEN UNABLE TO LOCATE HIGHWAY PLANS TO VERIFY THIS INFORMATION.
- 5) COLUMBIA AVENUE RIGHT-OF-WAY REFERENCED, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, PROJECT C-610, ROAD 5-762, SHEET 25 OF 29.

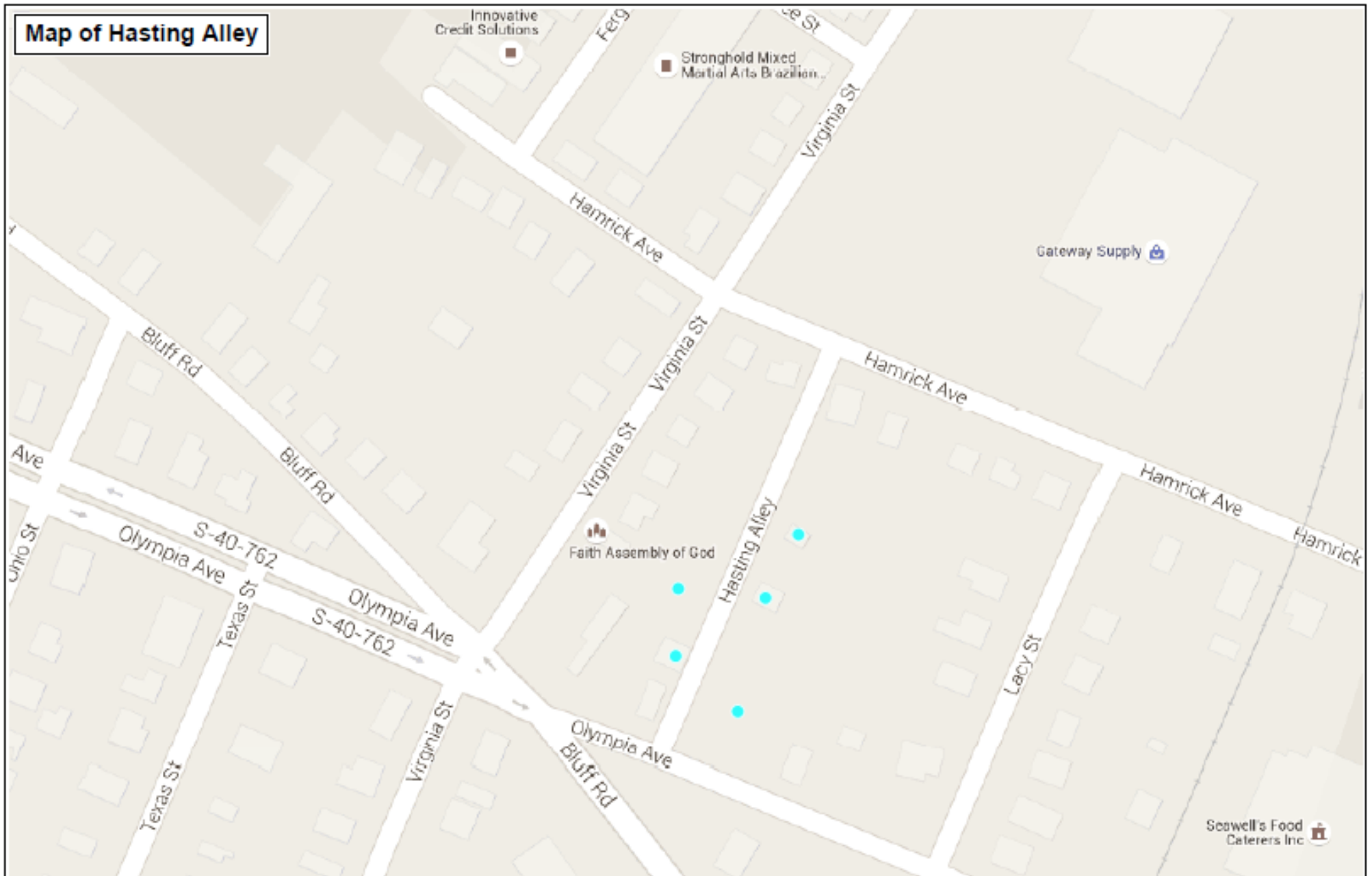
**REFERENCES:**

- 1) PLAT PREPARED FOR EMP DEVELOPMENT, LLC BY COX AND DINKINS, INC., DATED MARCH 3, 2005.
- 2) PLAT PREPARED FOR THE PEET PRETTY HOUSES, LLC BY COX AND DINKINS, INC., DATED MARCH 20, 2006.
- 3) PLAT PREPARED FOR EDWARD H. PATES, JR., BY COX AND DINKINS, INC., DATED AUGUST 12, 1999.
- 4) PLAT PREPARED FOR ILLA M. NEHRAM, BY DARTER DESIGN SERVICES, INC., DATED SEPTEMBER 25, 1992, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 54, PAGE 2882.
- 5) PLAT PREPARED FOR AMANDA LEE CHAVIS BY COLUMBWOOD SURVEYING, INC., DATED MAY 13, 1986, AND RECORDED IN BOOK 8115, PAGE 66.
- 6) PLAT PREPARED FOR MICHAEL M. PRADYING, BY DONALD C. PLATT, DATED NOVEMBER 16, 1980, AND RECORDED IN PLAT BOOK 52, PAGE 857A.
- 7) PLAT PREPARED FOR MICHAEL M. PRADYING, BY HUSCKE, GAY, BELL & DEVONING, INC., DATED AUGUST 1, 1998, AND RECORDED IN BOOK 144, PAGE 142E.
- 8) RICHLAND COUNTY DEED BOOKS: 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 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2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 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2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 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3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613,



Map of Hasting Alley







# Richland County Council Request of Action

**Subject:**

Sonoco Recycling Agreement for Professional Services

## Richland County Council Request of Action

**Subject:** Sonoco Recycling Agreement for Professional Services

### **A. Purpose**

County Council is requested to approve a renegotiated Agreement for Professional Services to manage the county's recyclables with Sonoco Recycling (Sonoco).

### **B. Background / Discussion**

Richland County, through its curbside collection contractors, has picked up recyclable household waste since approximately 1995. The contract with Paper Stock Dealers Inc. (owned by Sonoco Recycling), involved the County paying Sonoco to take the recyclables under that initial contract.

The existing Agreement for Professional Services between Sonoco and the County was executed on June 4, 2003. The Agreement, among many other things, established rates to be charged to the County by Sonoco for taking recyclables, setting up recycling centers and servicing recycling centers. Also, Sonoco established a Recycling Education Center at their Material Recovery Facility (MRF) off Bluff Road in an effort to educate the public about the benefits of recycling. As part of the Recycling Education Center, Sonoco hired a full-time Education Specialist to administer their education programs, which includes spending approximately 50% of their work time promoting recycling programs in Richland County schools.

The County agreed to new terms and conditions on June 1, 2005 with Sonoco. This update contained provisions for three (3) year service terms to be automatically renewed, indefinitely, with no action required of either party. The contract contains a termination clause available to Sonoco and the County, which requires at least thirty (30) days prior written notice by the party making such notification. Automatic renewals began 6-1-08, 6-1-11, and 6-1-14.

- Addendum #1 was executed April 1, 2008, and updated the rate schedule in the agreement among other things to reflect that Sonoco would pay the County for recyclables delivered to Sonoco from curbside collection of single stream recyclable materials at rates set in the Addendum.
- Addendum #2 was executed August 24, 2009, and related to fee structure changes to the agreement. Additionally, Sonoco agreed to provide containers and service them at no charge for each of our recycling centers
- Addendum #3 was executed June 22, 2011, and updated the rate schedule for paying the County for recyclables delivered to Sonoco from curbside collections.

The Professional Services Agreement and all addendums are attached with this request.

Since 2010, Sonoco has invested approximately \$5 million dollars in developing their Material Recovery Facility (MRF) off Bluff Road to primarily manage the single stream recyclables generated by the County's curbside collection program. Approximately 30 employees have been hired in recent years to facilitate the single stream recycling program of Richland County, which is approximately 50% of the total workforce (60) of the plant.

No other commercial MRF is operating in Richland County and in fact, only one other commercial facility exists in the state (Duncan, SC)

In recent years the recycling market in general has been trending steadily downward with regard to waste stream monetary value. Some commodities like glass are being removed from the recyclables list in many parts of the country due to its negative value. The value of Richland County's recyclables has been decreasing for many months (See Exhibit A – Weighted Average Price Graph) and now has reached the point where the existing contract is not economically viable for Sonoco. The county and Sonoco have developed a very strong recycling partnership over the years. Both feel it is mutually beneficial for our curbside recycling program to continue to grow, even when the markets for recyclables are currently very weak. The proposed contract would be essentially be a sliding scale based on the market value of the County's recyclables during the collection month. These changes allow for long-term stability of our curbside recycling program while affording Sonoco financial viability. The proposal calls for a five-year contract with three optional five-year renewals thus providing up to twenty years of potential stability for our curbside recycling program. This level of stability would be relatively unique compared to most SC counties.

### **C. Legislative / Chronological History**

- Executed original agreement with Sonoco in June 2003
- Addendum #1 was executed April 1, 2008
- Addendum #2 was executed August 24, 2009
- Addendum #3 was executed June 22, 2011

### **D. Financial Impact**

The proposed new rate schedule is a sliding scale which follows the posted market value of our waste stream. When the market is low the County has to pay and when the market is high the County receives revenue. The immediate impact of approving the proposed contract would be the loss of \$5 per ton which equates to about \$5,000 per month in revenue and in the very near future the county will likely begin paying to have our recyclables processed. Long term impact is dictated by the recycling market values.

The financial impact of not approving the proposed contract could be immediate and substantial. Sonoco has laid out data to support that they cannot continue to service the agreement as it is structured. Until the recycling market comes back, the county would have to find an alternative use for the material and there are few financially feasible options available.

### **E. Alternatives**

1. Approve and award the renegotiated contract thus maintaining the current level of service for our curbside recyclables.
2. Do not approve the renegotiated contract placing our single stream recycling program at significant risk.

### **F. Recommendation**

Solid Waste & Recycling believes it would be in the best interest of Richland County to approve Alternative 1 and keep the program on solid ground for the foreseeable future.

Recommended by: Rudy Curtis  
Department: Solid Waste & Recycling  
Date: 3/10/16

### **G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on review and discussion with Solid Waste Director.

**Procurement**

Reviewed by: Cheryl Patrick

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on discussion with Rudy Curtis and review of the above ROA documentation.

**Legal**

Reviewed by: Brad Farrar

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

**Administration**

Reviewed by: Kevin Bronson

Date: 3/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



**“Contract Year”** – Twelve (12) consecutive months beginning on the Commencement Date and every consecutive twelve (12) months thereafter for the term of the Contract.

**“Effective Date”** – The date upon which this Agreement is fully executed by both Parties. The later signature date shall be the Effective Date.

**“Environmental Laws”** – All applicable federal, state, county or local laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

**“Force Majeure”** – Any event relied upon by Sonoco or the County, as applicable, as justification for delay in or excuse from complying with any obligation required of Sonoco or the County, as applicable, under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Contract or any permits or licenses of the MRF with respect to the acceptance and/or processing of Recyclable Materials; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Sonoco or the County, as applicable, under this Agreement; or (iv) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or processing of Recyclable Materials at the MRF.

**“Hazardous Waste”** – Any hazardous or toxic substances, materials or wastes including those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances under 40 CFR part 302 and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including without limitation, any materials, waste or substance which include petroleum, asbestos, polychlorinated biphenyls, defined as a “hazardous substance” or “hazardous waste” under applicable local, state or federal law or the equivalent under applicable foreign laws, designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, defined as “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, “Hazardous Substances” shall include what are commonly termed “Household Hazardous Wastes”, including “Universal Wastes”, as defined under the Resource Conservation and Recovery Act, including but not limited to lead-acid or other batteries, fluorescent light tubes, compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.

**“Materials Recovery Facility” or “MRF”** – Sonoco’s Recyclable Materials processing facility located at 1132 Idlewilde Boulevard, Columbia, South Carolina.

**“Recovered Materials”** – Recyclable Materials that have been processed to market specifications.

**“Recyclable Materials”** – Various recyclable products and packaging designated by the County for recycling collection programs, including;

- Glass: Transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage container and foil clean of food.
- Plastics #1-7– blow molded (bottle necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable.
- Newspapers and advertisement inserts loose or placed in Kraft (brown) bags. Old newspaper that contains incidental moisture from rain or snow will be acceptable.
- Magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) bags.
- Corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 feet by 2 feet and that have liners of Kraft, jute or test liner. Staples and tape with waste soluble glues do not have to be removed. Corrugated containers may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) bags. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags- all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk Mail- all dry, loose or placed in Kraft (brown) bags white and colored ledger and copier paper, note pad paper (no backing), loose-leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Phone books loose or placed in Kraft (brown) bags.
- Boxboard- all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and Boxboard that has been contaminated by food is not acceptable.

Recyclable Materials includes incidental amounts of Rejects and non-designated materials as can be normally expected as part of municipal recycling collection but in no case shall glass or Rejects exceed 20% by weight or Rejects, non-designated materials and glass combined exceed 35% by weight. The list of Recyclable Materials may be expanded or contracted from time to time as determined jointly by the County and Sonoco.

**“Rejects”** – Materials other than Residue that cannot be processed into Recovered Materials that Sonoco does not accept at the MRF.

**“Residue”** – That portion of the Recyclable Materials other than Rejects accepted by Sonoco that are not converted to Recovered Materials.

**“Single Stream”** – A method of collecting and processing Recyclable Materials whereby all Recyclable Materials are collected and delivered to the MRF mixed together.

**“Ton”** – A unit of weight equal to 2,000 pounds, also referred to as a “short ton.”

**“Uncontrollable Circumstance”** – Acts of God or other causes factually beyond the control and without the fault or negligence of the County or Sonoco. Recovered Material market fluctuations or product availability will not be deemed factually beyond Sonoco’s control.

## **TERM OF AGREEMENT**

**Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Commencement Date.

**Commencement Date.** Except as otherwise provided for herein, the Commencement Date shall be April 1, 2016.

**Term.** The original term (“Original Term”) of this Agreement is one (1) year with four (4) one-year automatic renewals not to exceed a total of five (5) years. Due to the complexity of this agreement the County will contemplate an extension of this agreement beyond the initial five (5) year agreement period.

## **SERVICES AND SCOPE TO BE PERFORMED**

Beginning on the Commencement Date and as defined in Exhibit A, Sonoco shall accept and process Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF. The County agrees that all of the Single Stream and Recyclable Materials collected by or on behalf of the County will be delivered to the MRF. It is Sonoco’s responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.

## **COSTS AND COMPENSATION**

In the monthly report required in Article 5.2, Sonoco shall include the total revenue or charge due to the County resulting from the Recyclable Materials delivered to the MRF during the previous month as described in Exhibit B, including the WAP. Payment of said revenue or charge shall be submitted within thirty (30) calendar days from the end of the month for which the payment is due.

## **REPORTING AND RECORDS**

**Recordkeeping.** Sonoco shall create, maintain and make available records as defined herein, and which may be required by applicable local, state, and federal laws, rules and regulations;

Sonoco will record Recyclable Materials tonnage by date, type and source.

Sonoco will record Rejects and Residue tonnage by date.

Sonoco shall maintain other records, documents and reports as the County may reasonably require to verify compliance with the Agreement or to meet the County’s reporting requirements with the State of South Carolina.

**Reporting.** Sonoco shall submit to the County monthly and annual reports that summarize the weights of Recyclable Materials delivered by the County to the MRF. Weight records will be in a format as required and acceptable to the County to include details of each certified scale (refer to Exhibit A (A) (4)) entry invoiced. Typical information to be included in an Excel spreadsheet format includes, but is not limited to: date, material type, weight, and source of the recyclable material (truck number). The County would require the report and other supporting documents by the 15th of the following month. If the 15th falls on a weekend, the report shall be submitted the following business day. Annual report shall be submitted by the fifteenth (15<sup>th</sup>) day of the month following the end of the County’s Fiscal Year.



## TERMINATION

**For Cause.** The County, by advance written notice, may terminate this Agreement for cause. For cause shall mean if Sonoco is in violation of any local, state, or federal law. If this Agreement is so terminated, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Sonoco will not be compensated for any other costs in connection with a termination for cause. Sonoco will not be entitled to recover any damages in connection with a termination for cause.

**For Default.** If either Party fails to perform the Agreement or any separable part thereof in a timely or workmanlike manner in accordance with the Agreement, or otherwise fails, to comply with any of the terms and conditions of the Agreement deemed to be material (including, without limitation, the requirement that Sonoco obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Agreement.

In the event of default, the non-defaulting Party may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty (30) days from the receipt of the notice to cure any default. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by providing written notice of termination to the defaulting Party. In the event of a default, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Except as otherwise provided herein, Sonoco shall not be entitled to any costs or damages resulting from a termination under this section.

**For Convenience.** Both Parties shall have the right to terminate this Agreement in whole or in part for convenience at any time during the course of performance by giving thirty- (30) day's written or telegraphic notice. Upon receipt of any termination notice, Sonoco shall immediately discontinue services on the date and to the extent specified in the notice.

Either Party, depending on the commodity prices at the time of the termination notice, shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit.

**Rights Cumulative.** The rights and remedies of the County and Sonoco provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

## REPRESENTATIONS AND WARRANTIES.

**Sonoco.** Sonoco represents and warrants as follows:

Sonoco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina and is authorized to do business in South Carolina.

This Agreement has been duly executed and delivered by Sonoco and constitutes a legal, valid and binding obligation of Sonoco, enforceable against Sonoco in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

Sonoco has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Sonoco has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

Sonoco's MRF has and shall maintain the capacity to accept all Recyclable Materials collected daily by the County. In the event that the MRF cannot accept and process all Recyclable Materials collected daily by the County for any reason, Sonoco shall provide an alternative facility to accept and process the County's Recyclable Materials at the same cost as at the MRF. Any additional costs to the County for acceptance and processing of County's Recyclable Materials at an alternative location due to Sonoco's lack of capacity at the MRF, including but not limited to incremental additional transportation costs, shall be paid or reimbursed by Sonoco.

**County.** The County represents and warrants as follows:

This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

The County has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The County has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

## **NOTICES**

All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Sonoco:  
Sonoco Recycling, LLC  
1 North 2<sup>nd</sup> Street  
Hartsville, SC  
29550  
Phone: (843) 383-7000  
Facsimile: (843) 339-6612  
Attn: President

To the County:

Richland County Government  
Office of Procurement & Contracting  
2020 Hampton Street, Suite 3064  
Columbia, South Carolina 29204  
Attn. Director of Procurement

with a copy to:

Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, 22<sup>nd</sup> Floor  
Columbia, South Carolina 29201  
Attn: William C. Boyd, Esq.  
Fax: (803) 540-7878

And a copy to:

Director of Richland County Solid Waste & Recycling  
1070 Caughman North Road  
Columbia, SC 29203

## GENERAL PROVISIONS

**Non-discrimination.** Sonoco shall not discriminate against any individuals based upon age, sex, race, disability, sexual orientation or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

**Indemnification.** Sonoco shall indemnify and save the County harmless from and against, and shall reimburse the County for, any and all claims, demands, losses, liability, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person or entity and for injury to, illness, disease, or death of, any person arising, in whole or in part, out of or in connection with the Sonoco's or its agent's or subcontractor's gross negligence or willful misconduct. Sonoco's liability to the County as set forth in the preceding sentence shall be limited by the extent to which the damage, loss, injury, illness, disease or death is due to any acts or omissions of the County.

**Insurance.** Before performing any work under this Agreement, Sonoco shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of South Carolina and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the County.

**Workers' Compensation.** Sonoco will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required by the laws of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements).

South Carolina Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of South Carolina Statutes, Chapter 440 and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

In the event Sonoco has "leased" employees, Sonoco or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Commercial General Liability. Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$2,000,000 general aggregate limit covering all work performed under this Agreement.

Business Automobile Liability. Sonoco agrees to maintain Business Automobile Liability at a limit of liability not less than \$1 million combined single limit per accident for bodily injury and property damage covering all work performed under this Agreement. Sonoco further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles.

Umbrella Liability. With limits of not less than \$5 million each occurrence covering all work performed under this Agreement.

Required policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverage: The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of Sonoco; premises owned, occupied or used by Sonoco. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under Sonoco's general liability policy. Sonoco's insurance coverage shall be primary insurance in respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of Sonoco's insurance and shall not be required to contribute.

Any failure to comply with reporting provisions of the Company's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

Workers' Compensation: The Company agrees to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Company for the County.

**Transfer or Assignment of Agreement.** This Agreement and any permits required for performance of the Agreement, may not be assigned, conveyed, or otherwise disposed of without the written permission of the County, which permission will not be unreasonably withheld. No such assignment shall relieve Sonoco of its liability for any acts or omissions that occurred while Sonoco was performing any of its duties and responsibilities under this Agreement. In the event Sonoco elects to use any subcontractors, this does not relieve Sonoco from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. Sonoco's responsibilities with respect to any such subcontract shall include, without limitation, responsibility for said subcontractor's compliance with all applicable federal, state, and local laws, rules and regulations.

**Controlling Law.** This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either Party hereto. This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the Parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any

provision may be invalid or unenforceable in whole or in part. This Agreement is not intended to confer upon any third parties, other than the Parties hereto, any rights or remedies. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**Arm's Length Negotiations.** Each Party hereto expressly represents and warrants to all other Parties hereto that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties hereto and their respective counsel.

**Construction.** The Parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumptions or burdens of proof shall arise favoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

**Independent Contractor.** Sonoco is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No Sonoco employee shall hold himself out as an employee of the County, and none shall have power or authority to bind or obligate the County in any manner, except the County shall make payment to Sonoco for services and expenses as herein provided. Sonoco shall be liable for and pay all taxes required by local, state or federal governments, included but not limited to Social Security, worker's compensation, Employment Security and any other taxes and premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Sonoco or its employees, agents and servants by reason of this Agreement.

**Permits and Licenses.** Sonoco shall, without additional expense to the County, be responsible for obtaining and maintaining in force any and all licenses and permits as may be required or necessary in connection with providing the services described herein.

**9.10 Non-Appropriations.** Any contract entered into by the County 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.

## **TAXES**

Sonoco shall pay all applicable sales, consumer, use and other similar taxes required by Federal, State and local law.

## **FORCE MAJEURE**

**Force Majeure.** Except for any payment obligation by either Party, if the County or Sonoco is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Sonoco to correct the adverse effect of such event of Force Majeure.

**Notification.** In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Article, time is of the essence.

## **MISCELLANEOUS**

**Succession of Agreement.** This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**Survival.** Any rights either Party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

**Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Sonoco and County.

**Further Assurance.** Sonoco and County agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

**Time of the Essence.** For purposes herein, the Parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

**Captions and Section Headings.** Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

**No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

**Gender.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

**Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give

effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

**Schedules and Exhibits.** All schedules or exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**Attorney Fees.** In the event of litigation between the Parties regarding this Agreement, each Party shall be responsible for their own attorney's fees and costs.

**Third Party Rights.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

**Modification.** Any modification to this Agreement must be in writing and signed by both Parties.

**IN WITNESS WHEREOF,** the Parties have made and executed this Agreement under their respective signatures the day and year first written above.

**WITNESSETH FOR SONOCO RECYCLING: SONOCO RECYCLING LLC**

1) \_\_\_\_\_

2) \_\_\_\_\_ By its: President

**WITNESSETH FOR COUNTY: RICHLAND COUNTY**

1) \_\_\_\_\_

2) \_\_\_\_\_ By its: \_\_\_\_\_

## **EXHIBIT A. SCOPE OF SERVICE**

### **(A) Materials Acceptance**

- (1) Beginning on the Commencement Date, Sonoco shall accept Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF during the receiving hours.
- (2) Sonoco shall, except as otherwise specifically stated in this Contract, obtain, maintain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform services and duties as required by this Contract, without additional cost to the County. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.
- (3) With the exception of Hazardous Substances as described in Section (C)3 of Exhibit A, title and ownership of all materials passes to Sonoco upon delivery.
- (4) The MRF shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing delivery vehicles. Sonoco shall have the scales calibrated and inspected on a yearly basis, at a minimum. Sonoco shall ensure that the scales are legally certified by the South Carolina Department of Agriculture at all times.
- (5) Vehicles delivering by or on behalf of the County will off-load Recyclable Materials at the MRF. Sonoco shall weigh all trucks that enter the MRF, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the County. Sonoco may use tare weights. If Sonoco chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days and made available to the County on demand. Inbound loads of Recyclable Material delivered by or on behalf of the County shall be weighed, recorded and tabulated separately.
- (6) Sonoco shall have the capacity to accept all Recyclable Materials collected by the County. The operating hours of the MRF shall commence no later than 7 a.m. Monday – Friday and remain open until 5 p.m. each day. The County may require additional hours to complete scheduled drop-offs. The County continues to provide services on most holidays or adjusts schedules as needed to ensure all customers are serviced weekly and Sonoco agrees to work cooperatively with the County to accommodate for these holidays or adjusted schedules.
- (7) Sonoco shall ensure that County's route collection vehicles, on average, wait no longer than twenty minutes to off-load.

### **(B) Right to Inspect**

Sonoco shall have the right to inspect all loads of Recyclable Materials delivered to the MRF by or on behalf of the County.

## **EXHIBIT A. SCOPE OF SERVICE CONTINUED**

### **(C) Materials Rejection**

- (1) Sonoco shall not reject any load of Recyclable Materials delivered to the MRF by or on behalf of the County, except as described herein.
- (2) If Sonoco determines a load of Recyclable Materials contains an excessive amount of Rejects, Sonoco shall immediately inform the County of the delivery location, vehicle number, date, time,



and estimated quantity and type of Rejects of such load including digital pictures. The County will work to reduce the quantity of Rejects in the future.

- (3) If Sonoco determines a load of Recyclable Materials contains more than 20% by weight of glass or Rejects or 35% by weight of Rejects, non-designated materials and glass combined then Sonoco shall notify the County and provide digital pictures. The County will have the option to pay for Sonoco to dispose of the rejected load in a landfill or pay a processing charge defined by Sonoco based on the expected costs to process the load in the MRF.
- (4) If Sonoco suspects that any Hazardous Waste is contained within a load of Recyclable Materials delivered to the MRF by or on behalf of the County, Sonoco will notify the County immediately. Sonoco shall properly isolate and containerize the materials in accordance with all Applicable Laws. After notification is provided by Sonoco to the County concerning the potential presence of Hazardous Substances, it is the responsibility of the County to remove the materials and potential Hazardous Substances from Sonoco's Facility within twenty-four (24) hours and properly dispose of the materials and potential Hazardous Substances as required by Applicable Laws.

(D) Processing, Transporting and Marketing

Sonoco shall bear all costs associated with processing, transporting and marketing of Recovered Materials delivered by the County. Sonoco shall not dispose of (i.e. destroy or incinerate) Recyclable Materials without written approval by the County. Sonoco shall certify, if questioned, that all Recyclable Materials delivered by the County are recycled. Sonoco shall disclose to the County if asked, the intended secondary markets for Recyclable Materials.

(E) Disposal

Sonoco is responsible for all costs of transporting and disposing of only non-Recyclable Materials, including Rejects and Residue, generated at the MRF.

(F) Composition Study

- (1) The County or Sonoco may request Composition Studies if both parties agree that substantial contamination is found in the Recyclable Materials or if the County makes substantive changes to its recycling program that would alter the composition of the Recyclable Materials.
- (2) The results of each Composition Study will be used to adjust the composition percentages utilized to calculate the WAP starting on the month following issuance

**EXHIBIT A. SCOPE OF SERVICE CONTINUED**

of the study findings and continuing until another study is conducted. If the County's composition percentages are substantially similar to the total MRF output, upon mutual agreement, both Parties can agree at any time to utilize the composition associated with the total output of the MRF, which is updated quarterly. Similarly either Party can request, as noted above, a Composition Study be performed should they no longer believe that the County's composition percentages are substantially similar to the total MRF output.

- (3) Both Parties shall pay fifty percent (50%) of the cost of each Composition Study which shall not exceed \$3,000 (i.e. \$1,500 for each Party). Sonoco will provide to the County a breakdown of the cost for each Composition Study performed.

- (G) Educational Assistance – Sonoco will also provide the County with the following educational assistance to increase recycling participation rates of County residents and the amount of recyclables collected:
- (1) Outline of acceptable Recyclable Materials to support the education of County residents with respect to materials that can be recycled and in turn minimize contamination of Recyclable Materials.
  - (2) Provide access to the education center at the MRF for groups (i.e. students, church groups, etc.) in order to demonstrate the processes used at the MRF for processing Recyclable Materials.
  - (3) Coordinate with the County for various community events to share the details of and promote the County’s recycling program.
  - (4) Collaborate with the County to identify sources of contamination in Recyclable Materials for focused communication with the relevant residents.

## EXHIBIT B. PAYMENTS FOR RECYCLABLE MATERIALS

### Revenue/Charge for Recyclable Materials

Sonoco shall determine the revenue or charge for the County monthly for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per Ton shall be calculated as described below. A sample calculation is provided in Exhibit C.

- (1) Each month, Sonoco shall calculate the Weighted Average Price (WAP) of the County's Recyclable Materials, and provide this to the County, defined as the sum of the Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the Atlanta (Southeast) regional commodity prices posted the second week of the month for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition Study as defined in Exhibit A, Section (F). If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
  
- (2) Sonoco shall pay or charge the County for each Ton of Recyclable Materials delivered to the MRF based on the WAP of the County's Recyclable Materials as described in (1) above and determined as follows:

Weighted Average Price	Recycled Materials Pricing
<b>WAP ≤ \$60/ton</b>	Charge = \$10/ton <u>plus</u> the difference between \$60 and the WAP
<b>\$60/ton &lt; WAP ≤ \$80/ton</b>	Charge = 50% of the difference between \$80 and the WAP
<b>\$80/ton &lt; WAP ≤ \$100/ton</b>	No Rebate/No Charge
<b>\$100/ton &lt; WAP ≤ \$140/ton</b>	Rebate = 50% of the difference between the WAP and \$100
<b>WAP &gt; \$140/ton</b>	Rebate = \$20/ton <u>plus</u> 80% of the difference between the WAP and \$140

## EXHIBIT C. CALCULATION OF RECYCLING REVENUE

Sonoco shall pay or charge the County for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per ton shall be calculated as described below. An example of this calculation, based on the January 2016 index, is provided.

As of January 2016, Sonoco is shipping glass at no charge/no revenue so will revert to the RecyclingMarkets.net index for glass when this is no longer the case or another suitable index as referenced in Exhibit B (1). Both Parties agree to review the economic impact of glass at any time and upon mutual agreement can modify the definition of Recyclable Materials.

Similarly, the full cost for Sonoco to dispose of Residue is \$50 per ton, as detailed below, and will be revised at a minimum each Contract Year.

Residue Disposal Cost Elements

- \$17.28/ton handling/hauling costs
- \$33.89/ton tip fee

The total was rounded down to \$50 for the purpose of calculating the WAP.

### EXAMPLE Weighted Average Price (WAP) of the County's Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller's dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller's dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller's dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.50	\$0.00 <sup>1</sup>	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

<sup>1</sup>As noted above, Sonoco is not, as of January 2016, having to pay for glass to be recycled as suggested by the index value. When this is no longer the case then the market value will revert to the RecyclingMarkets.net index or another suitable index as referenced in Exhibit B (1).

JANUARY 2016 CHARGE FOR RECYCABLE MATERIALS = 50% of (\$80 – \$68.68) = \$5.66/ton.



## ADDENDUM

This is a 3rd ADDENDUM to the SUPPLY AGREEMENT between Sonoco Recycling, Inc. Of Hartsville, South Carolina and Richland County Proposal dated May 18, 2011.

In partnership with Richland County we propose to add the following Addendum changes to current Recycling Contract.

- 1) We will provide the current 27 containers (8 yards, compartment cans, and roll offs) for the seven drop off sites at Ballentine, Blythewood, C&D Landfill, Lower Richland, Public Works, and Sonoco free of charge.
- 2) We will provide service to the above mentioned sites free of charge also.
- 3) We will provide equipment and service for Pilot programs for multi-family complex's (examples: Enclave and Woodlands)
- 4) We will provide Richland County with signs for seven of their drop off centers and others as they come on line. (Sonoco will provide detailed Quarterly reports)
- 5) We will develop an educational video in partnership with Richland County and assist Richland County with a public education program.
- 6) We will add additional drop off sites and provide containers as they are needed
- 7) Curbside Program Payment plan:

Avg. Weighted Mkt. Price	Payment to Richland County per ton
\$0 - \$80	\$5 floor
\$81 - \$150	\$10
\$151 - \$200	\$15
\$201 - \$250	\$20
\$250 - \$300	\$25

All other terms and conditions will remain the same.

In Witness Whereof, the parties have executed this Agreement by their duly authorized officers or representatives the day and year written above.

SONOCO RECYCLING, INC.  
James Wade Brown  
Division Vice President & General Manager  
Name and Title (typed)

  
Signature  
6/16/2011  
Date

*Robb F. Callwood Director*  
Name and Title (typed)  
*R. Callwood*  
Signature  
6-22-2011  
Date

*Yolanda Davis*  
Title: Buyer  
expires: 1-31-2015

## **ADDENDUM #2, RECYCLING PROGRAM**

The following is addendum #2 to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agent of each party and is renewable annually not to exceed two years from date of execution.

The agreement is for providing the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1 North Second Street, Hartsville, SC 29550 (hereinafter referred to as the "SONOCO") and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (hereinafter referred to as the "OWNER"). It is understood and agreed to by the parties that this is addendum #2 of the agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

### **Curbside Program:**

- Material delivered to Sonoco Recycling
- Fiber:
  - 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
  - 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
  - \$0 per ton charge
  - Richland County will be responsible to incur expense for residue removal and disposal.

### **Drop-off Program:**

- Collected by Sonoco Recycling

#### 30 cubic yard closed top recycling containers

- Rental:
  - \$0 per container (up to 6 units)
- Hauling to processing facility:
  - \$0 per trip

#### Material Payment for Separated Commodities

- OCC – 30% of Southeast Yellow Sheet grade #11
- Newspaper – 50% of Southeast Yellow Sheet grade #11
- Mixed Plastic & Cans - \$0 fee / \$0 payment



Addendum #2 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 24<sup>th</sup> day of August 2009, set our hand and seal hereon.

SONOCO RECYCLING:

By: Marcy Thompson

Marcy Thompson  
Vice President & General Manager - Sonoco Recycling

Sam Davis  
Signature Attest for Company

Jim Hines  
Printed or Typed Name and Title

RICHLAND COUNTY, SOUTH CAROLINA

By: R. Callwood  
Rodolfo Callwood, Director  
Print/Type Name Title

Christy Swafford  
Signature Attest for County

Christy Swafford, Asst. Director  
Printed or Typed Name and Title



## **ADDENDUM #1, RECYCLING PROGRAM**

The following is addendum # 1 is to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agents of each party and is renewable annually not to exceed two years from date of execution.

The agreement for provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1North Second Street, Hartsville, SC 29550 (*hereinafter referred to as "SONOCO"*) and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (*hereinafter referred to as the "OWNER"*). It is understood and agreed to by the parties that this is addendum #1 of agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

### **Curbside Program:**

- Material delivered to Sonoco Recycling
- Fiber: 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
- 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
- \$0 per ton charge
- Richland County will be responsible to incur expense for residue removal and disposal.

### **Drop off program:**

- Collected by Sonoco Recycling

#### 30 cubic yard closed top recycling containers

- Rental: \$50 per container (up to 6 units)
- Hauling to processing facility: \$75 per trip

#### Roll-off Compactors

- Rental: \$200 per month per unit (one unit per site)
- Hauling to processing facility: \$75 per trip

#### Material Payment for Separated Commodities

- OCC - 30% of Southeast Yellow Sheet grade #11
- Newspaper - 50% of Southeast Yellow Sheet grade #6 News
- Mixed Plastic and Cans - \$0 fee / \$0 payment
- Glass - \$10 per ton charge to county

Addendum # 1 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 1<sup>ST</sup> day of April 2008, set our hand and seal hereon.

**SONOCO RECYCLING:**

BY: 

MYLES COHEN      PRESIDENT  
PRINT/TYPE NAME      TITLE

  
Signature Attest for Company

Suzanne B. Rogers, Notary  
Printed or Typed Name and Title

**RICHLAND COUNTY, SOUTH CAROLINA:**

BY: 

Rodolfo A. Callwood,      Director  
PRINT/TYPE NAME      TITLE

  
Signature Attest for County

Yolanda Davis, Buyer  
Printed or Typed Name and Title

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RICHLAND COUNTY, SOUTH CAROLINA  
AND  
PSD DEALERS INCORPORATED**

\*\*\*\*\*  
THIS AGREEMENT is made and entered into this 1st day of April, 2003, by and between **RICHLAND COUNTY, 2020 Hampton Street, Columbia, South Carolina 29204**, hereinafter referred to as the **OWNER**, and **PAPER STOCK DEALERS INCORPORATED/SONOCO** whose address is 1132 Idlewide Boulevard, Columbia, South Carolina 29201, hereinafter referred to as the **PSD**.

**WITNESSETH**

WHEREAS, the **OWNER** desires to engage **PSD**, to provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program.

WHEREAS, the **PSD** has represented to the **OWNER** that it is qualified to perform the described work and, based upon **PSD'S** representations, the **OWNER** desires to retain the services of **PSD** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

That **PSD** shall, upon receipt of each duly executed Notice to Proceed, perform the work described in attachment "A".

The **OWNER**, in consideration of the performance of the **PSD'S** undertakings under this AGREEMENT, shall pay **PSD** twenty-five (\$25.00) dollars per ton for the cost of sorting, processing and marketing of recyclable materials collected in the countywide recycling program. This cost will also include materials delivered to **PSD'S** MRF as well as materials picked-up by **PSD** at the County's drop-off site.

**ARTICLE I - DEFINITIONS**

- a) Richland County Government hereinafter will be referred to as "County" or "Owner."
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement.
- c) "Contracting Officer Representative" shall be the person representing the **OWNER** on the project and whose duties will be detailed in writing to the **PSD**.
- d) All references to days shall mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) The term "PSD" shall mean the person or firm entering into this Agreement to perform work or services for the **OWNER**.
- g) The term "parties" shall mean both the "OWNER" and "PSD"
- h) The term "Work" shall include all obligations, duties, requirements, and Responsibilities, required for the successful completion of the Agreement

by PSD, including furnishing of all supervision, labor, materials and other supplies, in accordance with the terms and conditions set forth herein.

## **ARTICLE II – INVOICING**

PSD will invoice OWNER each month for services rendered during previous month. Under provisions of the Prompt Payment Act payment terms are "Net 30 days" the OWNER will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice. OWNER agrees to pay interest to PSD at a rate equal to one (1%) percent on sums which OWNER fails to remit to PSD within thirty (30) days from date of OWNER receipt of invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

Name of business concern;  
Contract/Purchase Order number;  
Complete description of services;  
Price of services actually delivered;  
Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.

Invoices shall be sent to:  
Richland County

Richland County, Public Works  
Attn: Solid Waste Manager  
400 Powell Road  
Columbia SC 29203

## **ARTICLE III – INDEMNIFICATION**

PSD shall indemnify, defend and hold harmless the OWNER, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortuous acts to the extent caused by the negligence of PSD or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of PSD or a subcontractor or an agent of the PSD or an employee of anyone of them, regardless of the negligence of the OWNER or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct of the OWNER. Upon request of the OWNER, PSD shall, at no cost or expense to the OWNER, defend any suit asserting a claim for any loss, damage or liability specified above, and PSD shall pay any cost and attorneys' fees that may be incurred by the OWNER in connection with any such claim or suit or in enforcing the indemnity granted above.

## **ARTICLE IV - NON-APPROPRIATIONS:**

Any contract entered into by the Owner resulting from this agreement 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.

## **ARTICLE V - OWNER'S RIGHTS OF OWNERSHIP**

Except for PSD'S proprietary information, data, equipment and materials, all original plans, drawings, images, material, documentation (including electronic files or documents), and application generated and prepared by or exclusively for the OWNER pursuant to this agreement shall belong to the OWNER. PSD shall not sell, give, loan nor in any other way

provide such to another person or organization, nor otherwise utilize any commercially valuable equipment, supplies, data, images, or developments created specifically by or for the OWNER under this agreement, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the OWNER.

#### **ARTICLE VI - LICENSES, PERMITS AND CERTIFICATES**

PSD at 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 agreement.

#### **ARTICLE VII - PROJECT ORGANIZATION**

It is expected that PSD will be dealing with various members of the OWNER'S Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. He/she shall be the focal point of contact with the PSD. The Contracting Officer shall have the authority to act on the behalf of the OWNER to make binding decisions with respect to this agreement.

#### **ARTICLE VIII - DOCUMENTATION AND PROJECT COMPLETION**

Upon completion of the project, the PSD shall furnish, at no extra charge all closeout documentation including:

- Signed project completion and final payment notice approved, in writing, by OWNER'S Contracting Officer and Contracting Officer's Representative;

#### **ARTICLE IX - INSURANCE**

The PSD shall be accountable for any damages resulting from his/her activities. The PSD shall pay for all such damage. Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed insurances. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the OWNER, but regardless of such acceptance, it shall be the responsibility of the PSD to maintain adequate insurance coverage at all times. Failure of the PSD to maintain insurance coverage shall not relieve PSD of their contractual obligation or responsibility hereunder.

The information described herein sets forth-types of insurance and is not to be construed in anyway as a limitation of liability on the PSD.

PSD shall obtain and maintain such Public Liability and Property Damage insurance as shall protect PSD, their subcontractors, and the OWNER from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this agreement, whether such operations be by PSD, or his subcontractors, or by any one directly or indirectly employed by them.

Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, the following insurance:

-Comprehensive General Liability with the following:

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

- \*Bodily Injury
- \*Property damage

\*Bodily Injury/Property Damage

-Commercial General Liability

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

-Comprehensive Automobile Liability Insurance to protect the Proposer against claims for damages from:

\*Bodily injury, including wrongful death; and

\*Property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with fulfillment of obligations under his contract.

e. Workers Compensation Insurance including Statutory Workers' Compensation Benefits and Employer's Liability in the amounts as then required under South Carolina law. The Policy shall include an "all states" endorsement

f. Satisfactory Certificates of Insurance shall be filed with the County prior to starting any work under this agreement. The following is required on the certificate:

(1) Richland County must be shown as an additional insured on General Liability and Auto Liability policies.

(2) The cancellation provisions should provide thirty (30) days notice of cancellation

(3) Certificate must have original signature.

(4) Certificate Holder should read:

Richland County South Carolina  
2020 Hampton Street  
Columbia, SC 29204

#### **ARTICLE X – AUDIT OF RECORDS**

PSD shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by PSD in the performance of the service herein. OWNER shall have the right, upon thirty days notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine PSD'S books and records relating to these several areas.

#### **ARTICLE XI - SEVERABILITY:**

If any term of provision of this contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remained 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.

#### **ARTICLE XII - FORCE MAJEURE & EXCUSABLE DELAYS**

PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions,

strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both PSD and subcontractor, and without the fault or negligence of either of them, PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

### ***ARTICLE XIII – TERMINATION***

OWNER shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or telegraphic notice. Upon receipt of any termination notice, PSD shall immediately discontinue services on the date and to the extent specified in the notice. PSD shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by OWNER to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by PSD prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

OWNER may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written or telegraphic notice to the PSD:

if PSD shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by PSD; or

if PSD becomes involved in some legal proceedings that in the opinion of OWNER interfere with the diligent, efficient performance and satisfactory completion of the services; or

if PSD fails to make delivery of the supplies or to perform the services within the time specified or any OWNER-authorized extension thereof.

### ***ARTICLE XIV – GOVERNING LAWS/DISPUTES***

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by agreement between PSD and OWNER shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

### ***ARTICLE XV – OWNER FURNISHED DATA***

All data and materials, negatives, diapositives, aerotriangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other OWNER furnished property shall remain the exclusive property of OWNER. PSD agrees that such OWNER property will be used for no purpose other than for work for OWNER under this agreement. PSD shall sign and deliver a written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to OWNER.

### ***ARTICLE XVI – PROPRIETARY INFORMATION***

Any proprietary information concerning OWNER, its products, data documentation services or manufacturing processes which are designated as proprietary information by OWNER and disclosed to the PSD incident to the performance of this Agreement shall remain the property of OWNER and are disclosed in confidence, and no rights are granted to PSD to



produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes, or reveal, disclose, or publish any such data and documentation.

#### ***ARTICLE XVII – PUBLICITY***

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder (other than a brief announcement upon contract execution) shall be issued by PSD without the prior written approval of OWNER. Any inquiry, which PSD may receive from news media concerning this Agreement, must be referred to the OWNER's Senior Public Information Coordinator for coordination prior to response.

#### ***ARTICLE XVIII – GRATUITIES***

OWNER prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonable be interpreted as an attempt to influence the recipients in the conduct of their official duties. PSD or its employees shall not, under circumstances which might reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of OWNER.

#### ***ARTICLE XIX – CHANGES***

PSD is not authorized to make changes without prior written permission from the OWNER.

#### ***ARTICLE XX – DEFAULT***

In case of default, the OWNER reserves the right to purchase any or all data and materials stipulated in the proposal instructions on the open market, charging PSD with any excessive cost. Should such charges be assessed, no subsequent solicitations of the defaulting PSD shall be considered until the assessed charge has been satisfied.

#### ***ARTICLE XXI – COMPENSATION***

OWNER agrees to pay PSD as compensation for Scope of Work fees payable in monthly installments, no later than thirty days after receipt of invoice by OWNER.

#### ***ARTICLE XXII – ENVIRONMENTAL HAZARDS***

PSD shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the Project site. In the event PSD'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve the PSD of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

#### ***ARTICLE XXIII - FORCE MAJEURE & EXCUSABLE DELAYS***

The PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both the PSD and subcontractor, and without the fault or negligence of either of them, the PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

#### **ARTICLE XXIV - PRIMARY PSD, ASSIGNMENT AND SUBCONTRACTING**

The PSD shall be the "Prime PSD", and the agreement shall be the primary agreement. All other agreements between the OWNER and the PSD shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. OWNER shall consider PSD to be sole point of contact with regard to all contractual matters of this project. The PSD hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the PSD shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the OWNER for approval prior to execution of the contract. The approved PSD-subcontractor contractual agreement, excluding financial information, shall be included in this agreement. Acceptance by the OWNER of such subcontract shall not in any way relieve PSD of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such subcontractor services and actions on PSDY'S behalf.

#### **ARTICLE XXV- CONTRACT DOCUMENTS**

This agreement (*eight pages*)

#### **ATTACHMENTS:**

- a. "Attachment "A" and "B" (*five pages*)

#### **ARTICLE XXVI - ENTIRE AGREEMENT**

This Agreement (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire agreement between OWNER and PSD. It supersedes all prior contemporaneous communications, representations, or agreements, 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. No agreement 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.

#### ***ARTICLE XXIV - PRIMARY PSD, ASSIGNMENT AND SUBCONTRACTING***

The PSD shall be the "Prime PSD", and the agreement shall be the primary agreement. All other agreements between the OWNER and the PSD shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. OWNER shall consider PSD to be sole point of contact with regard to all contractual matters of this project. The PSD hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the PSD shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the OWNER for approval prior to execution of the contract. The approved PSD-subcontractor contractual agreement, excluding financial information, shall be included in this agreement. Acceptance by the OWNER of such subcontract shall not in any way relieve PSD of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such subcontractor services and actions on PSDY'S behalf.

#### ***ARTICLE XXV- CONTRACT DOCUMENTS***

This agreement (*eight pages*)

#### ***ATTACHMENTS:***

- a. "Attachment "A" and "B" (*five pages*)

#### ***ARTICLE XXVI - ENTIRE AGREEMENT***

This Agreement (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire agreement between OWNER and PSD. It supersedes all prior contemporaneous communications, representations, or agreements, 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. No agreement 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.

PSD AND OWNER ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, 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 agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

*This agreement will be effective on: April 1, 2003.*

**PSD:**

**COUNTY:**

**PAPER STOCK DEALERS INC./SONOCO RICHLAND COUNTY, SOUTH CAROLINA**

By: Blake Boyd  
*Authorized Signature*

By: Rodolfo A. Callwood  
*Authorized Signature*

Blake Boyd  
*Print/Type Name*

Rodolfo A. Callwood  
*Print/Type Name*

President  
*Title*

Director of Procurement  
*Title*

May 4, 2003  
*Date*

June 4, 2003  
*Date*

Brenda Edwards  
*Signature Attest for Company*

Valerie G. Price  
*Signature Attest for County*

Brenda Edwards  
*Print or Typed Name and Title*

Valerie G. Price, Buyer  
*Print or Typed Name and Title*  
My Commission Expires January 10, 2010



SEAL

SEAL

# **Attachment “A”**

**Paper Stock Dealers, Inc./  
Sonoco**

**Statement of Work**

*PSD/SONOCO agrees to the following terms and conditions.*

1. The cost for sorting, processing and marketing all materials collected in the countywide recycling program will be \$25.00. This includes materials delivered to (PSD) Material Recovery Facility (MRF) as well as those materials picked up by PSD at the County's drop-off site.
2. PSD may supply containers (if requested in writing) at the County's drop-off sites for glass and cardboard. There will be a \$55.00 charge per container per month. PSD will haul these containers to the MRF for a fee of \$40.00 per pull
3. All offers extended to Richland County will be extended to other municipalities in the County, excluding the City of Columbia, for sorting, Processing and marketing commingled recyclable materials collected in those municipalities.
4. The County will be responsible for all costs of residual transportation and disposal.
5. That facility operating hours shall allow access to County collectors during normal working hours and agreed on weekend hours and after hours for special recycling collection days,
6. PSD will provide a recycling educational center that will be available to the public during regular business hours.
7. Is certified and in compliance with applicable Federal and State equal employment laws,
8. To provide tonnage report for all types of materials accepted,
9. To be responsible to obtain and maintain through the entire life of the contract, at own expense, all necessary permits, variances, and other documentation necessary to carry out the required scope of service,
10. To provide a dedicated building devoted to sorting and baling commingled and slightly contaminated recyclable materials coming from residential and office recycling programs in Richland County,
11. That materials will off-loaded inside a building,
12. To provide all-weather off loading with vehicles dumping in the interior of the building,
13. To make every effort to minimize the volume of residue coming from materials generated by the County,
14. That all recyclable materials generated by the County will be sold or given to permit recycling facilities,

15. Guarantee that under no circumstances will PSD/SONOCO ever deposit recyclable materials generated by the County in any landfill,
16. To submit tonnage data reports for all types of materials accepted on a monthly basis to be received by the first Monday of each month. Should the first Monday fall on a County-holiday, the report shall be submitted the immediate following workday. The reports and its data will relate to the Richland County recycling program only and will not be combined with data from any other program.

# **Exhibit “B”**

## **Paper Stock Dealers, Inc./ Sonoco**

### **Pilot Program**



## **Pilot Program – Richland County Recycling Program**

Richland County will provide residents with an additional recycling bin so those two bins can be used to store recyclables in a limited area. The area shall consist of Area 5B which is currently serviced by Johnson's Garbage Service. One bin will be used for newspapers and the second bin will be used to store commingled plastics, aluminum, and bimetal cans. Collection trucks will alternate pickups of segregated news and commingled recyclables. Existing trucks will be used without altering service routes. The only additional expense will be the cost of a second container and education of the residents affected.

1. PSD will pay Richland County \$15.00 per ton for separated newspapers.
2. The fee for processing the remaining commingled materials will be \$15.00 per ton.

The pilot program will continue until written notification of cancellation or written notification of any alterations made to include additional areas.

## Richland County Council Request of Action

**Subject:**

Request for Easement - Hiller Road

**Notes:**

At the November D&S Committee meeting, the Committee deferred this item to a future Committee meeting to allow staff time to address Mr. Malinowski's questions regarding this item. At this time, staff is working to gather additional information to respond to Mr. Malinowski's questions. Once this information is available, staff will bring this item back to the Committee for review and action.

## Richland County Council Request of Action

**Subject:**

Motion to Have a Subcommittee Examine the County's EMS Services

**Notes:**

At the December 15, 2015 Special Called Council meeting, Mr. Rose brought forth the following motion:

“Move to have a subcommittee examine the County's EMS Services Department with input from EMS workers”

Staff is working to identify possible options for moving forward with Mr. Rose's motion. Staff will bring this item to the Committee for their consideration at a future Committee meeting.

## Richland County Council Request of Action

### **Subject:**

Motions Related to the Development of a Diversity Statement and the Feasibility of Conducting a Workplace Diversity Study

### **Notes:**

At the February 9, 2016 Council meeting, the following motions related to the development of a diversity statement and the feasibility of conducting a workplace diversity study were brought forth:

“Based on the recommendations of the diversity consultant, move that Council request staff to explore the feasibility of conducting a Workplace Diversity Study to include not simply a statistical analysis of the County workforce but also those factors brought up by Councilman Livingston regarding inclusion and accommodation. Upon receipt of the staff report, Council would then address if and when to move forward with this study and determine a means to pay for it. [PEARCE, DIXON and MANNING]”

“I move that Council develop a Diversity Statement for Richland County [MANNING]”

“Create a Diversity Statement for Richland County [MALINOWSKI]”

"Richland County is an Equal Opportunity Nondiscrimination Employer". I move that Richland County adapt these words as its Diversity Statement [JACKSON]”

Staff is working to move forward with the aforementioned motions.

Staff will bring this item to the Committee for their consideration at a future Committee meeting.

## Richland County Council Request of Action

**Subject:**

Comprehensive Youth Program

**Notes:**

Staff and the Clerk's Office are working in conjunction with the Sheriff's Department, Magistrate's Office, Solicitor's Office and the Alvin S. Glenn Detention Center to develop a plan of action regarding a comprehensive youth program. Once completed, Staff and the Clerk's Office will report this information back to the Committee for their review and action.