



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

April 26, 2016 - 5:00 PM
2020 Hampton Street

Call to Order

Approval of Minutes

- 1 Development and Services Committee Meeting: March 22, 2016 [PAGES 4-7]

Adoption of Agenda

Items for Action

- 2 Sonoco Recycling Agreement for Professional Services [PAGES 8-48]
- 3 Petition to Close Hastings Alley in Olympia [PAGES 49-77]
- 4 Petition to Close Portion of Jilda Drive [PAGES 78-90]

- 5 Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures [PAGES 91-95]
- 6 Resolution Regarding the Assessment of Vehicles for Taxation Purposes [PAGES 96-105]

Items Pending Analysis: No Action Required

- 7 Request for Easement – Hiller Road [PAGE 106]
- 8 Motion to Have a Subcommittee Examine the County’s EMS Services [PAGE 107]
- 9 Motions Related to the Development of a Diversity Statement and the Feasibility of Conducting a Workplace Diversity Study [PAGE 108]
- 10 Comprehensive Youth Program [PAGE 109]

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

March 22, 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 5:02 PM

APPROVAL OF MINUTES

Regular Session: February 22, 2016 – Mr. Malinowski moved, seconded by Mr. Rose, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Malinowski moved, seconded by Mr. Rose, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

Intergovernmental Agreement (IGA) between City of Columbia and Richland County for the Hollywood Hills Sewer Project – Mr. McDonald stated this item was before the Committee last month and was deferred for additional information from the CMCOG regarding the 208 Plan. The CMCOG feels the project is consistent with the 208 Plan and has recommended proceeding.

The project is being funded through the Community Development Office. The County will construct the sewer lines and sewer system. Once completed, the project will be turned over to the City of Columbia for operation and maintenance.

Mr. Malinowski inquired if this area is serviced by the City or the County.

Mr. McDonald stated this is a designated area for the City, although it is located within Richland County.

Mr. Malinowski inquired how close the nearest Richland County sewer service is located (i.e. Richland County and/or contracted Richland County service).

Mr. Harley stated Richland County does not have the ability to service this area at this time.

Council Members Present

Julie-Ann Dixon, Chair
District Nine

Bill Malinowski
District One

Seth Rose
District Five

Others Present:

Torrey Rush
Greg Pearce
Paul Livingston
Tony McDonald
Warren Harley
Kevin Bronson
Brandon Madden
Michelle Onley
Roxanne Ancheta
Kim Roberts
Larry Smith
Tracy Hegler
Ismail Ozbek
Rudy Curtis
Lillian McBride
Samuel Selph
Valeria Jackson

Mr. Malinowski inquired if the community has been contacted regarding their thoughts on this project.

Mr. Harley stated there have been community meetings and the community is in support of the project.

Mr. Rush stated this project not only has been taken to the citizens, but is something they have been wanting for some time.

Ms. Dixon moved, seconded by Mr. Malinowski, to forward to Council without a recommendation and to have staff provide a map of the current sewer lines, Exhibit A labeled and information regarding community input. The vote in favor was unanimous.

Amendment to FY 14-15 Annual Action Plan – Ms. Jackson stated the request is amend the FY 14-15 Annual Action Plan to award \$200,000 to St. Lawrence Place to utilize the funds for acquisition for housing to assist families that are at-risk and/or homeless.

Mr. Malinowski stated it is his understanding this is from a project that was not completed.

Ms. Jackson stated the project was never started.

Mr. Malinowski inquired if the \$200,000 is all inclusive or will they come back to Council for additional funding for rehabilitation of the properties.

Ms. Jackson stated if any additional funding is needed, St. Lawrence Place will utilize their funding.

Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council with a recommendation to 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. The vote in favor was unanimous.

Motion Regarding Future Neighborhood Master Plans – Mr. McDonald stated this item originated with a motion from Ms. Dixon to establish a more formalized set of criteria for reviewing and approving potential master plan projects throughout Richland County and to conduct a full analysis of District 9 for a potential master plan to be implemented.

Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council with a recommendation to approve the creation of a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County, an analysis of District Nine [9] to be initiated by the Neighborhood Improvement Program prior to December 31, 2016 and to incorporate any additional master plans that were not listed in the agenda packet. The vote in favor was unanimous.

Electronics Recycling – Authorization to Increase Purchase Order Over \$100,000 – Mr. McDonald stated the request is to increase the purchasing authority for the electronics recycling contract to an amount above \$100,000. The increase in recycling activity and the recycling market for electronics has increased the costs and the amount will soon exceed the current contract.

Mr. Malinowski inquired what the company does with the recycled electronics they receive.

Mr. Curtis stated the company recycles everything they receive. In most cases, they sell the recyclables and other times they have to pay to get rid of the recyclables.

Mr. Curtis stated there is a schedule for payment similar to the one the County has with Sonoco.

Mr. Rose moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to 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. The vote in favor was unanimous.

Petition to Close Hastings Alley in Olympia – Mr. McDonald stated this request that came through the Legal Department. There was a petition filed through the court to close one of the Olympia Alleyways. The surrounding property has been purchased by a single property owner making the alleyway unnecessary. Staff is recommending approval of this item.

Mr. Rose inquired about the reason for the petition.

Mr. McDonald stated the properties surrounding the alleyways were all purchased by a single owner; therefore, the alleyway itself is in the middle of the property and of no use or value to the owner.

Mr. Malinowski would like to see a map with the parcels outlined and to also include the owners' name for each parcel.

Mr. Malinowski inquired if the community had been notified of the property owner's desire to close the alleyway.

Mr. Smith stated the law requires the abutting property owners to be notified prior to the road/alleyway being closed.

Mr. Malinowski moved, seconded by Mr. Rose, to defer this item until the April committee meeting to receive additional information. The vote in favor was unanimous.

Sonoco Recycling Agreement for Professional Services – Mr. McDonald stated this item is a proposed amendment to the current recycling contract with Sonoco Recycling for materials collected curbside.

Mr. Curtis stated the County has had a contract with Sonoco since the mid 90's to handle all curbside recycling. The agreement has been amended a number of times over the years and was last updated approximately 5 or 6 years ago. The market for years had been trending upward, but recently has begun to trend downward. Sonoco has approached the County to modify the contract with a sliding scale that will protect them on the bad end and help the County on the good end.

Mr. Malinowski inquired as to when the contract with Sonoco expire.

Mr. Curtis stated the current contract will expire mid-2017, but Sonoco would like to have the contract effective April 1st.

Mr. Malinowski inquired about how much this amended contract would cost the County annually.

Mr. Curtis stated it will cost approximately \$5,000-\$6,000 per month.

Mr. Rush moved, seconded by Mr. Rose, to defer this item until the April committee meeting. 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 – 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 5:42 PM.

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

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. If approved, the contract will be effective (retroactively) April 1, 2016.
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:

- 1.6 **“Contract Year”** – Twelve (12) consecutive months beginning on the Commencement Date and every consecutive twelve (12) months thereafter for the term of the Contract.
- 1.7 **“Effective Date”** – The date upon which this Agreement is fully executed by both Parties. The later signature date shall be the Effective Date.
- 1.8 **“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.
- 1.9 **“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.
- 1.10 **“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.
- 1.11 **“Materials Recovery Facility” or “MRF”** – Sonoco’s Recyclable Materials processing facility located at 1132 Idlewilde Boulevard, Columbia, South Carolina.
- 1.12 **“Recovered Materials”** – Recyclable Materials that have been processed to market specifications.
- 1.13 **“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.

- 1.14 **“Rejects” – Materials other than Residue that cannot be processed into Recovered Materials that Sonoco does not accept at the MRF.**
- 1.15 **“Residue” – That portion of the Recyclable Materials other than Rejects accepted by Sonoco that are not converted to Recovered Materials.**
- 1.16 **“Single Stream” – A method of collecting and processing Recyclable Materials whereby all Recyclable Materials are collected and delivered to the MRF mixed together.**
- 1.17 **“Ton” – A unit of weight equal to 2,000 pounds, also referred to as a “short ton.”**
- 1.18 **“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.**

ARTICLE 2. TERM OF AGREEMENT

- 2.1 Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Commencement Date.
- 2.2 Commencement Date.** Except as otherwise provided for herein, the Commencement Date shall be April 1, 2016.
- 2.3 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.

ARTICLE 3. 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.

ARTICLE 4. 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.

ARTICLE 5. REPORTING AND RECORDS

- 5.1 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;
 - 5.1.1 Sonoco will record Recyclable Materials tonnage by date, type and source.**
 - 5.1.2 Sonoco will record Rejects and Residue tonnage by date.**
 - 5.1.3 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.**
- 5.2 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 (15th) day of the month following the end of the County’s Fiscal Year.

ARTICLE 6. TERMINATION

6.1 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.

6.2 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.

6.3 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.

6.4 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.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES.

7.1 Sonoco. Sonoco represents and warrants as follows:

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 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.

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

7.2.1 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.

7.2.2 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.

ARTICLE 8. 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 2nd 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, 22nd 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

ARTICLE 9. GENERAL PROVISIONS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.3.1 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).
- 9.3.2 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.

9.3.3 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.

9.3.4 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.

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

9.3.6 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.

9.4 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.

- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.

ARTICLE 10. TAXES

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

ARTICLE 11. FORCE MAJEURE

- 11.1 **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.
- 11.2 **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.

ARTICLE 12. MISCELLANEOUS

- 12.1 **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.
- 12.2 **Survival.** Any rights either Party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.

- 12.6 **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.
- 12.7 **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.
- 12.8 **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.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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.
- 12.12 **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.
- 12.13 **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
WAP ≤ \$60/ton	Charge = \$10/ton <u>plus</u> the difference between \$60 and the WAP
\$60/ton < WAP ≤ \$80/ton	Charge = 50% of the difference between \$80 and the WAP
\$80/ton < WAP ≤ \$100/ton	No Rebate/No Charge
\$100/ton < WAP ≤ \$140/ton	Rebate = 50% of the difference between the WAP and \$100
WAP > \$140/ton	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 ¹	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

¹As 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

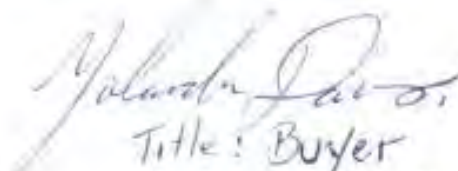
All other terms and conditions will remain the same.

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

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


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 24th 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 1ST day of April 2008, set our hand and seal hereon.

SONOCO RECYCLING:

BY: 

MYLES COHEN PRESIDENT
PRINT/TYPER NAME TITLE


Signature Attest for Company

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

RICHLAND COUNTY, SOUTH CAROLINA:

BY: 

Rodolfo A. Callwood, Director
PRINT/TYPER 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.

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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:

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.

PlanningReviewed 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 WorksReviewed 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 ServicesReviewed 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.

LegalReviewed by: Brad Farrar

Date: 3/17/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

AdministrationReviewed by: Warren Harley

Date: 3/18/16

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Administration has no objection.

March 16, 2016

Richland County Clerk of Court
Richland County Judicial Center
Post Office Box 2766
Columbia, South Carolina 29202

Re: Orchard Columbia, LLC v. EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr.; Richland County; State of South Carolina; City of Columbia, South Carolina and The South Carolina Department of Transportation

Dear Sirs:

Enclosed please find the original and two copies of the Civil Action Coversheet, Summons, Lis Pendens and Petition for Abandonment and Closure of Road in reference to the above-referenced case, along with a check in the amount of \$150.00 to cover the filing fee. Please file stamp both and return the copy to me in the enclosed envelope. Please do not hesitate to call me if you have any questions. Thank you for your assistance in this matter.

Sincerely yours,

Haynsworth Sinkler Boyd, P.A.



Lana H. Sims, IV
Attorney

Enclosures

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Orchard Columbia, LLC,)

Petitioner.)

vs.)

EHP Development, LLC; Danny Ray Schumpert; Luther E. Nix, Jr.; Richland County, State of South Carolina; City of Columbia, South Carolina and The South Carolina Department of Transportation;)

Defendant.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP -23-_____

Submitted By:
Seth R. Swan, Esq.
Lana H. Sims, IV

Address: Haynsworth Sinkler Boyd, P.A.
One North Main Street 2nd Floor
Greenville, SC 29601

SC Bar #: 76338
100751
Telephone #: 864-240-3200
Fax #: 864-240-3300
Other:
E-mail: lsims@hsblawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-CP-____-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input checked="" type="checkbox"/> Other (499) Petition for Abandonment and Closure of Road |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input checked="" type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | | |

Submitting Party Signature: _____

Date: March 16, 2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Orchard Columbia, LLC,

Petitioner,

v.

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

Respondents.

IN THE CIRCUIT COURT

Case No. 2016-CP-_____

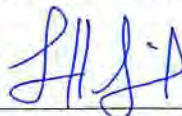
SUMMONS

(Non-Jury)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Petition on the person whose names are subscribed below at One North Main Street, 2nd Floor, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. Your Answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney. If you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for judgment by default for the relief demanded in the Complaint.

HAYNSWORTH SINKLER BOYD, P.A.



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

lsims@hsblawfirm.com

Attorney for Petitioner Orchard Columbia, LLC

Dated: March 14
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Orchard Columbia, LLC,

Petitioner,

v.

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

Respondents.

IN THE CIRCUIT COURT

No. 2016-_____

LIS PENDENS

Notice is hereby given that an action has been or within twenty (20) days will be commenced by the above-named Petitioner against the above-named Respondents seeking the closure of that certain roadway located in the County of Richland, State of South Carolina, known as Hastings Alley, described as follows:

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.

HAYNSWORTH SINKLER BOYD, P.A.



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ONE North Main, 2nd Floor
Greenville, SC 29601-2772
Telephone: (864) 240-3200
lsims@hsblawfirm.com
Attorney for Petitioner Orchard Columbia, LLC

Dated: March 14
Greenville, South Carolina

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; Luther E. Nix, Jr., 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

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

ONE NORTH MAIN, 2ND FLOOR (29601-2772)
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WEBSITE www.hsblawfirm.com

LANA H SIMS IV
DIRECT DIAL NUMBER 864 240 3203
EMAIL lsims@hsblawfirm.com

February 12, 2016

VIA U.S. MAIL - RETURN RECEIPT REQUESTED

EHP Development, LLC
c/o Ted Pitts
176 Secret Cove Drive
Lexington, SC 29072

Re: Notice of Intention to File Petition

Dear Mr. Pitts:

I hope you are doing well. As you know, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Murray Kinard, Esq. with this correspondence. It is my understanding that Mr. Kinard represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Kinard contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Murray Kinard, Esq.
303 South Lake Drive
Lexington, SC 29072

Enclosure

LHS/kk

NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of 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:

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.

Lana H. Sims IV
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ONE North Main, 2nd Floor
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(864) 240-3203
Attorney for Petitioner Orchard Columbia, LLC

Haynsworth
Sinkler Boyd, P.A.

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LANA H SIMS, IV
DIRECT DIAL NUMBER 864 240 3203
EMAIL lsims@hsblawfirm.com

February 12, 2016

VIA U.S. MAIL - RETURN RECEIPT REQUESTED

Mr. Luther E. Nix, Jr.
1175 Olympia Avenue
Columbia, SC 29201

Re: Notice of Intention to File Petition

Dear Mr. Nix:

As you may be aware, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Dennis Wayne Catoe, Esq. with this correspondence. It is my understanding that Mr. Catoe represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Catoe contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Dennis Wayne Catoe, Esq.
100 Outlet Pointe Boulevard
Columbia, SC 29210

Enclosure

LHS/kk

NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of 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:

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Attorney for Petitioner Orchard Columbia, LLC

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LANA H SIMS, IV
DIRECT DIAL NUMBER 864 240 3203
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February 12, 2016

VIA U.S. MAIL - RETURN RECEIPT REQUESTED

Mr. Danny Ray Schumpert, Jr.
1201 Hamrick Street
Columbia, SC 29201

141A South Shandon Street
Columbia, SC 29205

Re: Notice of Intention to File Petition

Dear Mr. Schumpert:

As you may be aware, I represent Orchard Columbia, LLC in connection with its efforts to close Hastings Alley in Columbia, South Carolina. Please find enclosed a Notice of Intention to File Petition to Close Road, which I hereby serve upon you in accordance with S.C. Code Ann. § 57-9-10.

I have copied Mr. Ryan Lane, Esq. with this correspondence. It is my understanding that Mr. Lane represents you in connection with my client's purchase of your property abutting Hastings Alley as well as the petition to close Hastings Alley that we are preparing to file. Please let me know if this is incorrect.

Thank you for your assistance. Please do not hesitate to contact me, or have Mr. Lane contact me, if you have any questions. I look forward to working with you.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Lana H. Sims, IV

cc: Ryan Lane, Esq.
3600 Rosewood Drive
Columbia, SC 29205

Enclosure

LHS/kk

NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of 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:

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.

Lana H. Sims IV
Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, SC 29601
(864) 240-3203
Attorney for Petitioner Orchard Columbia, LLC

EXHIBIT B

Affidavit of Publication

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Brendan Lloyd, Sales Operations Coordinator of THE STATE, and makes oath that the advertisement,

NOTICE OF INTENTION TO FILE PETITION TO CLOSE ROAD NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of 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:

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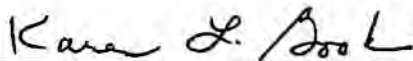
was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

December 21, 28, 2015, January 4, 2016


Brendan Lloyd, Sales Operations Coordinator

Subscribed and sworn to before me, Karen L. Book,

on this day, January 5, 2016



Notary Public

My commission expires
September 25, 2016.

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

**NOTICE OF
INTENTION TO
FILE PETITION TO
CLOSE ROAD**

NOTICE IS HEREBY GIVEN that the undersigned will file a petition with the Court of Common Pleas for Richland County pursuant to Section 57-9-10 of the CODE OF LAWS OF SOUTH CAROLINA, 1976, as amended, praying for closure and abandonment of 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:

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 to a 1/2" Rebar, said 1/2" Rebar being the Point of Beginning (POB). Described property containing 0.15 acres, more or less.

Lana H. Sims IV
Haynsworth Sinkler Boyd, P.A.
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Greenville, SC 29601
(864) 240-3203
Attorney for Petitioner Orchard Columbia, LLC

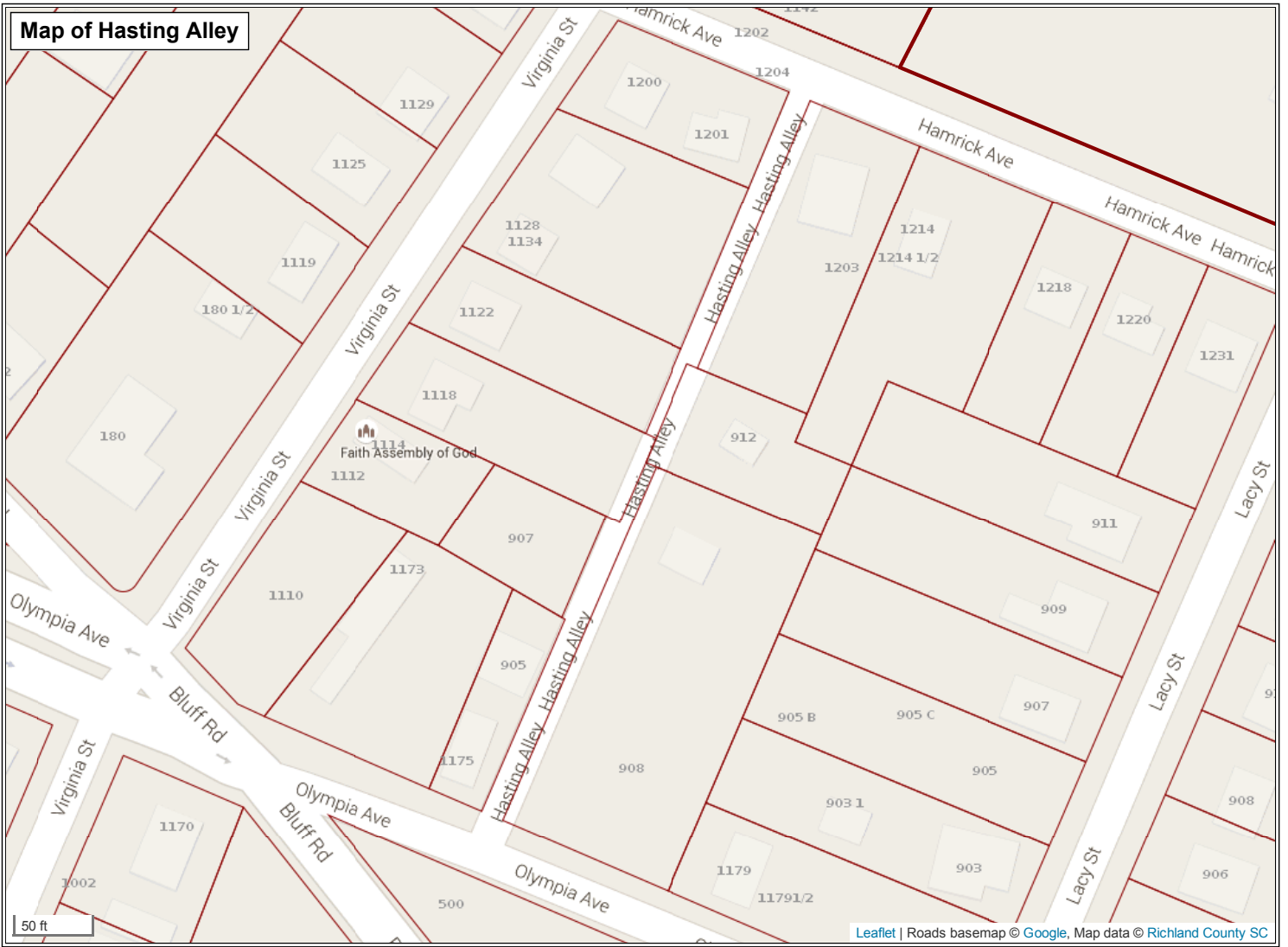
EXHIBIT C

Photographs of Notice Signs





Map of Hasting Alley



Map of Hasting Alley



Richland County Council Request of Action

Subject:

Petition to Close Portion of Jilda Drive

Richland County Council Request of Action

Subject: Petition to Close Portion of Jilda Drive

A. Purpose

County Council is requested to approve, deny or make a recommendation with respect to a Petition to Close a portion of Jilda Drive in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Notice of Intention to File a Petition, Plat, and Application For Encroachment Permit.

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. The Application for Encroachment Permit was approved April 11, 2016. The Notice of Intention to File a Petition to close a portion of Jilda Drive was received April 13, 2016. Per the attorneys, the filing of the lawsuit will take place within the next couple of weeks. Also, the person seeking to close the portion of Jilda Drive will be the sole owner of all abutting property and, at the time, all adjoining landowners consent to the closure.

Jilda Rd. is in Council District 7

C. Financial Impact

There is no apparent financial impact associated with this request.

D. Alternatives

1. Approve petitioner’s request to close the subject road and direct Legal to answer the suit accordingly.

2. Deny petitioner’s request to close the road, state reasons for such denial, and direct Legal to answer the suit accordingly.

E. Recommendation

Council’s discretion.

Recommended by: Lauren S. Hogan

Department: Legal

Date: 04/19/2016

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: 4/19/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

As stated in the ROA, request is for Council discretion with no financial impact.

Planning

Reviewed by: Tracy Hegler Date: 4/20/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

The Planning Department has no objection to the closure of this subject portion of Jilda Dr.

Public Works

Reviewed by: Ismail Ozbek Date: 4/20/2016
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Council Discretion. Public Works Department has no objection to this road closure

Emergency Services

Reviewed by: Michael Byrd Date: April 20, 2016
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: ESD has no objection.

Legal

Reviewed by: Elizabeth McLean Date: 4/20/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley Date: 4/22/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:



COLUMBIA, S.D. Drawer 7766 - Columbia, SC 29203
1900 Broadway St., Columbia, SC 29401 P 803.771.4400 F 803.779.0010

MYRTLE BEACH P.O. Box 3046 - Myrtle Beach, SC 29578
1703 Farline Ct. Myrtle Beach, SC 29577 P 843.448.1000 F 843.448.1535

CHARLESTON 90 Palmetto St., Suite 220 - Charleston, SC 29403
P 843.805.8550 F 843.803.8594

www.richardsonplowden.com

April 11, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richland County Dept. of Public Works
Attn: Larry Smith, Esq.
2020 Hampton Street, Suite 4018
Columbia, SC 29204
Attorney for Richland County

Sharpe Properties, LLC
c/o Christy Trogdon
8124 Wainsboro Road
Blythewood, SC 29016

Palmetto Health
c/o Howard West, Esq.
1600 Marion Street
Columbia, SC 29201

Janice G. DeLozier, Trustee
560 West Killian Road
Columbia, SC 29203

Re: Closing of a portion of Jilda Drive near Columbia
in Richland County, South Carolina

To Whom It May Concern:

Enclosed you will find a copy of a Notice of Intention to File a Petition to close a portion of Jilda Drive near Columbia, South Carolina. As an abutting landowner and/or a potential party in interest, a copy of this Notice is being mailed to you, pursuant to applicable South Carolina law.

An action will be filed with the Richland County Clerk of Court in order to close the subject portion of Jilda Drive. Should you have any questions, please feel free to contact me at 803-771-4400.

Sincerely,

S. Nelson Weston, Jr., Esquire

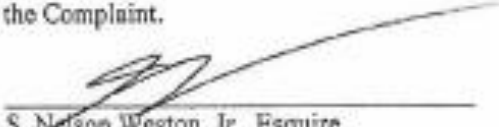
Enclosure

**NOTICE OF INTENTION TO FILE A PETITION TO
CLOSE A PORTION OF JILDA DRIVE
NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA**

TO ALL INTERESTED PARTIES:

YOU WILL PLEASE TAKE NOTICE that the undersigned intends to file a Petition in the Court of Common Pleas for Richland County, State of South Carolina, to close a portion of Jilda Drive, said street being located near the intersection of Clemson Road (S-40-52) and Longtown Road, in the County of Richland, State of South Carolina, as shown on the plat entitled "Plat of Suggested Subdivision for 'Terry Acres,'" recorded in the Office of the Register of Deeds for Richland County in Plat Book "X", Page 6448. The portion of Jilda Drive sought to be abandoned is the approximately 474 ft. portion beginning at its southernmost intersection with Longtown Road and ending at its initial intersection with Olga Road, which said portion is bounded by property(ies) owned now or formerly by Palmetto Health, Delczier, and Sharpe Properties, LLC. A copy of said plat is available for inspection at the office of the Register of Deeds for Richland County and a copy of said plat and additional exhibits are available at the office of the undersigned and will be attached to the Complaint.

April 5, 2016



S. Nelson Weston, Jr., Esquire
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
(803) 771-4400
Attorneys for Petitioner

APPLICATION FOR ENCROACHMENT PERMIT

RICHLAND COUNTY, SOUTH CAROLINA

Name/Address of Applicant:

S. Nelson Weston, Jr., Esq.
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

The undersigned applicant hereby applies to the Richland County Department of Public Works and Engineering for permit for encroachment on Right of Way of Road JILDA DRIVE as shown by sketch plan below.

Sketch Plan

TRAFFIC SIGNS TO BE PLACED AS SHOWN ON ATTACHED RICHLAND COUNTY GFS MAP, MARKED BY RED "X's". THESE SIGNS ARE REQUIRED TO BE INSTALLED PURSUANT TO S.C. CODE R. 63-1000 ("SIGN REQUIREMENTS FOR POSITIONS TO CLOSE ROAD"). THE HIGHLIGHTED SEGMENT OF JILDA DRIVE IS THE PORTION SOUGHT TO BE CLOSED. S.C. CODE R. 63-1000 IS ALSO ATTACHED HERETO.

This permit shall become null and void unless the work contemplated herein shall have been completed prior to 10/11/16

Restoration Approved

Date

Approved-County Engineer or Designer

Date

I (We) do hereby agree to comply with all the provisions, terms, conditions, and restrictions set out herein. I (We) do hereby further agree and bind my (our) heirs, successors and assigns, to assume any and all liability the County might otherwise have in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the encroachment contemplated herein and agree to indemnify the County for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said encroachment.

Signature of Applicant

Date

GENERAL PROVISIONS

1. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the County Engineer, County Administrator, and the Sheriff's Department shall be notified 48 hours in advance so that adequate public notice can take place.
2. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the County Engineer's office or law enforcement official on demand.
3. **PROTECTION OF HIGHWAY TRAFFIC:** Adequate provisions shall be made for the protection of the highway traffic at all times. Necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the highway traffic. The applicant agrees to observe all rules and regulations of the County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
4. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workman like manner. Adequate provisions shall be made for maintaining the proper drainage of the highway. All work shall be subject to the supervision and satisfaction of the County Engineer.
5. **FUTURE MOVING OF ENCRoACHMENT:** If, in the opinion of the County Engineer, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of changed in location of the highway widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of the Richmond County Council at the expense of the applicant.
6. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF ENCRoACHMENT:** If, and when, the encroachment contemplated herein shall be moved or removed, either on the demand of the County or at the option of the applicant, the highway and facilities shall immediately be restored to their original condition at the expense of the applicant.
7. **COST:** All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the applicant.
8. **PERMITTEE:** The words "Permittee and Applicant" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, successors and assigns.
9. **PERMISSION OF ADJUTING PROPERTY OWNERS:** It is distinctly understood that this permit does not in any wise grant or release any rights lawfully possessed by the abutting property owners. Any such rights necessary shall be secured from said abutting property owners by the applicant.
10. **PIPES, CONDUITS, ETC.**
 - (a) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavement on any surfaced road without disturbing said pavement/ No pavement shall be cut unless specifically authorized herein.
 - (b) Tunneling shall not be permitted except on major work and as may be specifically authorized herein
 - (c) No excavation shall be made nearer than three (3) feet to the edge of the pavement on any hard surface road unless specifically authorized herein and all trenches or tunnel's within the limits of the highway right of way shall be backfilled, and thoroughly tamped in layers not greater than 6 inches in thickness, or backfilled and puddled, and maintained until final settlement has taken place.
 - (d) The section of pipe, of service and other small pipes, under the highway pavement and within a distance of two feet on either side shall be continuous and without joint.
 - (e) Unless specifically authorized herein, all pipes and conduits under the highway shall be placed at approximately right angles to the centerline of the highway and at least two feet below the surface of the highway.
 - (f) Pipes and stilts parallel to the highway shall be located at a distance beyond the edge of the highway surfacing and at a depth as specifically stipulated herein.
11. **DRIVEWAYS AND APPROACHES:**
 - (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
 - (b) If the driveway or approach is of concrete pavement, the pavement shall be constructed at least 6 inches thick, and of a mix not lesser than 1-2-4. There shall be a bituminous expansion joint not less than 3/4 inch in thickness, placed between the highway paving and the paving of the approach for the full depth of the former and the full width of the later.



South Carolina Code of State Regulations Annotated
 Regulations
 Chapter 63, Department of Highways and Public Transportation (Refs & Annot)
 Article 10. Sooner Byways

S.C. Code of Regulations R. 63-1000

63-1000. Sign Requirements for Petitions to Close Road.

Currentness

A. **Costs.** Signs required by parties petitioning to abandon or close any street, road or highway pursuant to Section 57-9-10 must be fabricated and posted by the petitioning party. All costs for the fabrication and placement of the signs shall be the responsibility of the petitioner.

H. **Minimum Size.** The sign shall have a minimum width of 30 inches, a minimum height of 36 inches and shall comply with the general requirements for sign materials set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

C. **Design and Content.** The sign shall be in substantial compliance with the illustration and table shown below. A detailed layout is available from the South Carolina Department of Transportation by contacting the Director of Traffic Engineering.



SIGN ELEMENT	LEGEND COLOR	BACKGROUND COLOR	LEGEND FONT	LEGEND FONT	BORDER STYLE
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63-1000. Sign Requirements for Petitions to Close Road., SC ADC 63-1000

ROADS	BLACK	YELLOW/WHITE	3.625"	NA	31.875"
NOTICE	BLACK	YELLOW	4"	HWY D	30A
ROADS RD	BLACK	WHITE	4"	HWY D	30A
CLOSURE	BLACK	WHITE	4"	HWY D	30A
DIVIDER LINE	BLACK	WHITE	3.625"	NA	4"
1-57-9-10	BLACK	WHITE	2"	HWY D	30A
DIVIDER LINE	BLACK	WHITE	3.625"	NA	4"
FOR INFORMATION	BLACK	WHITE	2"	HWY D	30A
CALL	BLACK	WHITE	2"	HWY D	NA
(000) 000-0000	BLACK	WHITE	2.25"	HWY D	NA

D. Contact number. The petitioning party shall provide a phone number, shown on the sign layout as (000) 000-0000, for the public to call for the purpose of obtaining additional information about the proposed road closure. The phone number shall be either the petitioning party's local or toll free number, or that of their legal counsel. A representative shall be available during normal weekday business hours, 9:00 am to 5:00 pm, to provide information and answers to inquiries, or a mechanism shall be in place to allow a person to leave a message which will be returned at a convenient time for both parties.

E. Installation. Each sign shall be installed on a single n-channel or square tube breakaway post. The signs shall be installed in compliance with the requirements of MUTCD. For rural roadways where no sidewalk is present, the signs shall be erected within the public right-of-way, but no less than 6 feet horizontally from the edge of pavement. The vertical distance from the edge of pavement to the bottom of the sign (mounting height) shall be a minimum of 5 feet. For roadways having curb and gutter and sidewalk, the signs shall be erected no less than 2 feet horizontally from the face of the curb. In this situation, the mounting height shall be no less than 7 feet.

F. Positioning. If the entire road is to be closed, one sign shall be erected within 100 feet of each terminal end on the right shoulder of the road in the direction of traffic and facing traffic entering the portion the petitioner proposes to close. If only a portion of the road is proposed to be closed, signs shall be erected at the beginning and ending points to be described in the petition and shall be oriented as detailed previously. Additional signs shall also be erected along the roadway where any public road intersects the affected portion. Such additional signs shall be erected within 100 feet of the intersection in both directions on the right shoulder of the road in the direction of traffic and facing traffic departing from the intersection.

G. Permisses. Prior to installation of any signs, the petitioning party must submit a request for approval to encroach upon the public right-of-way to the governmental entity having authority over the road. Such request shall include a detailed description or diagram of the proposed sign locations. The petitioner shall also be responsible for locating any existing utilities prior to driving any sign posts.

H. Removal. Upon the court ruling on the road closure petition, the petitioner shall remove all signs erected under these regulations at its expense.

Credits

HISTORY: Added by State Register Volume 37, Issue No. 5, eff May 24, 2013.

Current through State Register Volume 40, Issue 2, eff February 26, 2016

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S.C. CODE REGS. 63-1000, SC ADC 63-1000

End of Document

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Richland County Council Request of Action

Subject:

Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures

Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures

Richland County Council Request for Action

Subject: Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structures

A. Purpose

County Council is requested to consider and approve a memorandum of understanding and agreement between City of Forest Acres and Richland County to partner in the provision of required building code inspections.

B. Background / Discussion

The City of Forest Acres manager, Mr. Mark Williams, has notified the County that they will be without a Building Official May 9 – 23, 2016 and are in need of assistance in order to help protect and inspect commercial construction projects as needed for the City of Forest Acres until the Building Officials return.

The City of Forest Acres has agreed to pay for services rendered, as shown in the memorandum of understanding and agreement, a copy of which is attached for Council's consideration.

C. Financial Impact

The County may experience increased revenue through services provided by the Department of Building Codes and Inspections.

All permitted projects requesting an inspection will be billed at \$75.00 per hour per inspector/vehicle.

D. Alternatives

1. Approve the memorandum of understanding to assist the City of Forest Acres until the Building Official returns.
2. Do not approve the memorandum of understanding.

E. Recommendation

This request is at Council's discretion.

Recommended by: Donny Phipps
Department: Building Inspections
Date: April 6, 2016

F. Approvals

Finance

Reviewed by: Daniel Driggers
 Recommend Council approval
Comments regarding recommendation:

Date: 4/8/16
 Recommend Council denial

This is a policy decision for Council however the financial impact is immaterial. Recommendation is based on the fact that the request is for a limited time commitment of the agreement and the proposed billing rate stated is sufficient to cover the expected incremental cost increase for the program. If the agreement is later intended to be for a longer period of time then we would recommend a complete analysis to ensure that the bill rate is set at an appropriate level to cover the program cost.

Building and Inspections

Reviewed by: Donny Phipps

Date: 4/6/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 4/21/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley

Date: 4/22/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The Building Official of Richland County shall interpret provisions of the applicable Building Code(s). Such interpretations may be appealed to the Forest Acres Building Code Board of Appeals. In the event of an appeal, the County will testify as to code requirements. However, expenses for staff time, material, and legal costs (if any) will be invoiced to the City at the same hourly inspection rate and shall be timely reimbursed by the City.

5. The City and its successors and assigns do hereby remise, release, acquit, and forever discharge the County, its employees, agents, successors, and assigns past, present, from future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or indemnity of whatever nature, and all consequential damage on account of, or in any way arising from the services rendered under this Agreement, and further agrees to hold harmless and indemnify the County for any and all losses, claims, suits, and other liability arising from the services rendered under this Agreement.
6. This term of this Agreement shall be from May 9, 2016 until May 30, 2016, unless terminated sooner, in writing, by either party. The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by both parties, and approved by the governing bodies of each party.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, have this _____ day of May, 2016, set our hand and seal hereon.

CITY OF FOREST ACRES

WITNESSES:

Mayor

RICHLAND COUNTY

WITNESSES:

Chair

Richland County Council Request of Action

Subject:

Resolution Regarding the Assessment of Vehicles for Taxation Purposes

Richland County Council Request of Action

Subject: Resolution Regarding the Assessment of Vehicles for Taxation Purposes

A. Purpose

County Council is requested to consider a Resolution urging the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value *or* the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

B. Background / Discussion

At the November 3, 2015 Council meeting, Council considered Councilman Malinowski’s motion to change the way vehicles are taxed by the County. The Council action relative to that item was as follows:

Council directed the County’s lobbyist to contact the South Carolina Department of Revenue (DOR) to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

SC Code Section 12-37-2680 is attached.

Pursuant to the abovementioned action and staff research in conjunction with our lobbyist, the DOR believes that SC Code Section 12-37-930 (see attached) gives them statutory authority to send the information to auditors one time per year (as opposed to sending it on a more frequent basis).

As a result of discussions between our lobbyist and the DOR, it reasonable to assume that the DOR may strongly oppose legislation mandating DOR to provide the information on a more frequent basis, due to cost and administrative reasons. Additionally, some of the County Auditors in SC may oppose legislation changing the frequency in which they receive the value of vehicles for taxation purposes.

Given this information, Council is requested to approve the attached Resolution urging the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value *or* the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

If approved, the Resolution may assist Council in moving forward in an effort to change the current system utilized by DOR to provide more fairness to the taxpayer in paying their property tax.

C. Legislative / Chronological History

October 12, 2015 Council meeting - Mr. Malinowski made the following motion which was sent to the D&S Committee for consideration:

“To change the way vehicles are taxed by Richland County to a more accurate/fair assessment value by using the current month “Black Book” value. Background: DMV furnishes the “Black Book” value to the tax office in January of each year. This means everyone is assessed a higher tax value on their conveyance due to the inaccurate value used with only one value used for the entire year. “Black Book” values are updated monthly so taxpayers are currently paying too much and need to pay the fair market value at the time of evaluation, not based on a January evaluation.”

October 27, 2015 - The Committee recommended that Council direct the County’s lobbyist to contact the South Carolina Department of Revenue to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

November 3, 2015 Council meeting - Council directed the County’s lobbyist to contact the South Carolina Department of Revenue (DOR) to explore whether or not the South Carolina State Code of Laws, Sec. 12-37-2680; Determination of assessed value of vehicle, can be amended to allow for the use of the current month “Black Book” value as the method for assessing the value of vehicles for taxation purposes.

D. Financial Impact

Approval of the Resolution will not have a financial impact on the County. However, if the legislation is changed, the County stands to lose revenue (cost impact not known at this time).

E. Alternatives

1. Consider and approve the Resolution.
2. Consider, but do not approve the Resolution.

F. Recommendation

Consider and approve the Resolution.

Recommended by: Councilman Bill Malinowski

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: 4/18/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation and is left to Council discretion.

Auditor

Reviewed by: Paul Brawley

Date: 4/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion, but if amended will need additional staff.

Legal

Reviewed by: Elizabeth McLean

Date: 4/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: April 21, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: At this time, staff does not recommend approval of the Resolution, as revenue will be lost (amount undetermined at this time), and additional personnel will be required, per the Auditor.

SECTION 12-37-2680. Determination of assessed value of vehicle.

The assessed value of the vehicle must be determined as of the first day of the month preceding the beginning of the tax year for the vehicles. The assessed values must be published in guides or manuals by the South Carolina Department of Revenue and provided to the auditor of each county as often as may be necessary to provide for current values. When the value of any vehicle is not set forth in the guide or manual the auditor shall determine the value from other available information.

HISTORY: 1980 Act No. 405, Section 9; 1993 Act No. 164, Part II, Section 22UU; 1993 Act No. 181, Section 214; 1995 Act No. 60, Section 4G.

SECTION 12-37-930. Valuation of property; depreciation allowances for manufacturer's machinery and equipment; department may permit adjustment in allowance.

All property must be valued for taxation at its true value in money which in all cases is the price which the property would bring following reasonable exposure to the market, where both the seller and the buyer are willing, are not acting under compulsion, and are reasonably well informed of the uses and purposes for which it is adapted and for which it is capable of being used. The fair market value for vehicles, watercraft, and aircraft must be based on values derived from a nationally recognized publication of vehicle valuations, except that the value may not exceed ninety-five percent of the prior year's value. However, acreage allotments or marketing quota allotments for a commodity established under a program of the United States Department of Agriculture is classified as incorporeal hereditaments and the market value of real property to which they are attached may not include the value, if any, of the acreage allotment or marketing quota. Fair market value of manufacturer's machinery and equipment used in the conduct of the manufacturing business, excluding vehicles, watercraft, and aircraft required to be registered or licensed by a state or federal agency, must be determined by reducing the original cost by an annual allowance for depreciation as stated in the following schedule.

SCHEDULE

1. Aerospace Industry 15% Includes the manufacture of aircraft, spacecraft, rockets, missiles and component parts. 2. Apparel and Fabricated Textile Products 14% Includes the manufacture of apparel, for garments, and fabricated textile products except knitwear, knit products and rubber and leather apparel. 3. Cement Manufacture 6% Includes the manufacture of cement. Excludes the manufacture of concrete and concrete products. 4. Chemicals and Allied Products 11% Includes the manufacture of basic chemicals such as acids, alkalis, salts, and organic and inorganic chemicals; chemical products to be used in further manufacture, such as synthetic fibers and plastics materials; and finished chemical products such as pharmaceuticals, cosmetics, soaps, fertilizers, paints and varnishes, explosives, and compressed and liquefied gases. Excludes the manufacture of finished rubber and plastic products. 5. Cold Storage and Icemaking Equipment 6% 6. Electrical Equipment (a) Electrical Equipment 11% Includes the manufacture of electric household appliances, electronic equipment, batteries, ignition systems, and machinery used in the generation and utilization of electrical energy. (b) Electronic Equipment 15% Includes the manufacture of electronic communication, detection, guidance, control, radiation, computation, test and navigation equipment and components thereof. Excludes manufacturers engaged only in the purchase and assembly of components. (c) Electronic Interconnection Component Assembly Devices for Computers and Computer Peripherals; semiconductors and semiconductor devices; substrates; flat panel displays; and liquid crystal displays 30% Includes the manufacture of interconnection component assemblies and devices, semiconductors and semiconductor devices, flat panel displays, and liquid crystal displays which are incorporated in computers or computer peripherals, or other electronic control applications, and telecommunications devices. Computer peripherals include tape drives, compact disk read-only memory systems, hard disks, drivers, tape streamers, monitors, printers, routers, servers, and power supplies. 7. Fabricated Metal Products 11% Includes the manufacture of fabricated metal products such as cans, tinware, hardware, metal structural products, stampings and a variety of metal and wire products. 8. Food and Kindred Products Except Grain and Grain Mill Products, Sugar and Sugar Products, and Vegetable Oil Products 11% Includes the manufacture of foods and beverages, such as meat and dairy products; baked goods; canned, frozen and preserved products; confectionery and related products; and soft drinks and alcoholic beverages. Excludes the

manufacture of grain and grain mill products, sugar and sugar products, and vegetable oils and vegetable oil products. 9. Glass and Glass Products 9% Includes the manufacture of flat, blown, or pressed glass products, such as plate, safety and window glass, glass containers, glassware and fiberglass. 10. Grain and Grain Mill Products 7% Includes the manufacture of blended and prepared flours, cereals, feeds and other grain and grain mill products. 11. Knitwear and Knit Products 17% Includes the manufacture of knitwear and knit products. 12. Leather and Leather Products 11% Includes the manufacture of finished leather products, the tanning, currying and finishing of hides and skins, and the processing of fur pelts. 13. Logging and Sawmilling Includes the cutting of timber and the sawing of dimensional stock from logs. (a) Logging 20% Includes logging machinery and equipment and road building equipment used by logging and sawmill operators on their own account. (b) Sawmills 12% Includes permanent or well-established sawmills. (c) Portable Sawmills 20% Includes sawmills characterized by temporary foundations, and a lack or minimum amount of lumber-handling; drying, and residue-disposal equipment and facilities. 14. Lumber, Wood Products, and Furniture 12% Includes the manufacture of lumber, plywood, veneers, furniture, flooring and other wood products. Excludes logging and sawmilling and the manufacture of pulp and paper. 15. Machinery Except Electrical Machinery, Metalworking Machinery, and Transportation Equipment 11% Includes the manufacture of machinery such as engines and turbines; farm machinery; construction and mining machinery; food products machinery; textile machinery; wood-working machinery; paper industries machinery; compressors; pumps; ball and roller bearings; blowers; industrial patterns; process furnaces and ovens; office machines; and service industry machines and equipment. Excludes the manufacture of electrical machinery, metalworking machinery, and transportation equipment. 16. Metalworking Machinery 11% Includes the manufacture of metal cutting and forming machines and associated jigs, dyes, fixtures and accessories. 17. Mining 12% Includes the mining and quarrying of metallic and nonmetallic minerals and the milling, beneficiation and other primary preparation of such materials. Excludes the extraction and refining of petroleum and natural gas and the smelting and refining of other minerals. 18. Motor Vehicles and Parts 11% Includes the manufacture of automobiles, trucks and buses and their component parts. Excludes the manufacture of glass, tires and stampings. 19. Paper and Allied Products (a) Pulp and Paper 10% Includes the manufacture of pulp from wood, rags, and other fibers and the manufacture of paper and paperboard from pulp. Excludes paper finishing and conversion into cartons, bags, envelopes, and similar products. (b) Paper Finishing and Converting 11% Includes paper finishing and conversion into cartons, bags, envelopes and similar products. 20. Petroleum and Natural Gas (a) Drilling, Geophysical and Field Services 20% Includes the drilling of oil and gas wells on a contract, fee or other basis and the provisions of geophysical and other exploration services. Includes oil and gas field services, such as chemically treating, plugging and abandoning wells and cementing or perforating well casings. Excludes integrated petroleum and natural gas producers which perform these services for their own account. (b) Exploration, Drilling and Production 9% Includes the exploration, drilling, maintenance and production activities of petroleum and natural gas producers. Includes gathering pipelines and related storage facilities of such producers. Excludes gathering pipelines and related storage facilities of pipeline companies. (c) Petroleum Refining 8% Includes the distillation, fractionation, and catalytic cracking of crude petroleum into gasoline and its other components. (d) Marketing 8% Includes the marketing of petroleum and petroleum products. Includes related storage facilities and complete service stations. Excludes petroleum and natural gas trunk pipelines and related storage facilities. Excludes natural gas distribution facilities. 21. Plastics Products 11% Includes the manufacture of processed, fabricated and finished plastics products. Excludes the manufacture of basic plastics materials. 22. Primary Metals Includes the smelting, reducing, refining and alloying of ferrous and nonferrous metals from ore, pig or scrap and the manufacture of castings, forgings and other basic ferrous and

nonferrous metals products. (a) Ferrous Metals 8% (b) Nonferrous Metals 9% 23. Printing and Publishing 11% Includes printing, publishing, lithographing and printing services such as bookbinding, typesetting, photoengraving, and electrotyping. 24. Professional, Scientific, and Controlling Instruments: Photographic and Optical Equipment; Watches and Clocks 11% Includes the manufacture of mechanical measuring, engineering, laboratory and scientific research instruments; optical instruments and lenses; surgical, medical and dental instruments and equipment, ophthalmic equipment; photographic equipment; and watches and clocks. 25. Railroad Transportation Equipment 11% Includes the building and rebuilding of railroad locomotives, railroad cars, and street cars. 26. Rubber Products 15% Includes the manufacture of finished rubber products and the recapping, retreading and rebuilding of tires. 27. Ship and Boat Building 11% Includes the building, repairing and conversion of ships and boats. 28. Stone and Clay Products Except Cement 8% Includes the manufacture of structural clay products such as brick, tile and pipe; pottery and related products, such as vitreous-china, plumbing fixtures, earthenware and ceramic insulating materials; concrete; asphalt building materials; concrete, gypsum and plaster products; cut and finished stone; and abrasive, asbestos and miscellaneous nonmetallic mineral products. Excludes the manufacture of cement. 29. Sugar and Sugar Products 7% Includes the manufacture of raw sugar, syrup or finished sugar from sugar cane or sugar beets. 30. Textile Mill Products Except Knitwear (a) Textile Mill Products, Excluding Finishing and Dyeing 11% Includes the manufacture of spun, woven or processed yarns and fabrics from natural or synthetic fibers. Excludes finishing and dyeing. (b) Finishing and Dyeing 14% Includes textile finishing and dyeing. 31. Tobacco and Tobacco Products 8% 32. Vegetable Oil Products 7% Includes the manufacture of vegetable oils and vegetable oil products. 33. Other Manufacturing 11% Includes the manufacture of products not covered by other guideline classes, such as the manufacture of fountain pens and jewelry. Furniture & Office Equipment of Manufacturers 10% 34. Use of Clean Rooms 15% A manufacturer who uses a Class 100 or better clean room, as that term is defined in Federal Standard 209E, in manufacturing its product may elect an annual allowance for depreciation for property tax purposes of fifteen percent on clean room modules and associated mechanical systems, and on process piping, wiring environmental systems, and water purification systems associated with the clean room instead of a depreciation allowance for which the manufacturer otherwise is entitled. Included are waffle flooring, wall and ceiling panels, foundation improvements that isolate the clean room to control vibrations, clean air handling and filtration systems, piping systems for fluids and gases used in the manufacturing process and in the clean room that touch the product during the process, flat panel displays, and liquid crystal displays, process equipment energy control systems, ultra pure water processing and wastewater recycling systems, and safety alarm and monitoring systems. 35. Life sciences and renewable energy manufacturing 20% Includes machinery and equipment used directly in the manufacturing process by a life sciences or renewable energy manufacturing facility. For purposes of this item, a qualifying facility means a business engaged in pharmaceutical, medicine, and related laboratory instrument manufacturing, processing, or research and development, or that manufactures qualifying machinery and equipment for use by solar and wind turbine energy producers, as well as manufacturers of qualifying batteries for alternative energy motor vehicles, that invests a minimum of one hundred million dollars in the project, as defined in Section 12-10-30(8), and creates at least two hundred new full-time jobs at the project with an average cash compensation level of at least one hundred fifty percent of the annual per capita income in this State or the county in which the facility is located, whichever is less. Per capita income must be determined using the most recent per capita income data available as of the end of the taxable year in which the jobs are filled. Included in this definition are the following North American Industrial Classification Systems, NAICS Codes published by the Office of Management and Budget of the federal government: (i) 3254 Pharmaceutical and Medical Manufacturing; (ii) 334516 Analytical

Laboratory Instrument Manufacturing.

In no event may the original cost be reduced by more than as provided in Section 12-37-935, except this limit is ninety percent for (1) custom molds and dies used in the conduct of manufacturing electronic interconnection component assembly devices for computers and computer peripherals; and (2) equipment used in the manufacture of tires by manufacturers who employ more than five thousand employees in this State and have over one billion dollars in capital investment in this State. Capital investment will be based upon the gross cost of assets in South Carolina as shown on the manufacturer's property tax and fee-in-lieu of property tax filings. In the year of acquisition, depreciation is allowed as if the property were owned for the full year. The term "original cost" means gross capitalized cost, including property on which the taxpayer made the election allowed pursuant to Section 179 of the Internal Revenue Code of 1986, as shown by the taxpayer's records for income tax purposes. For purposes of this paragraph, custom molds and dies used in the conduct of manufacturing electronic interconnection component assembly devices for computers and computer peripherals are molds and dies designed, produced, and conditioned to the special order of a manufacturer.

Notwithstanding the percentage allowance stated in the schedule above, the department, after examination of the relevant facts, may permit an adjustment in the percentage allowance, with the total allowance not to exceed twenty-five percent, on account of extraordinary obsolescence. The department may set forth a depreciation allowance, instead of the depreciation allowance provided in this section, not to exceed twenty-five percent where the taxpayer can provide relevant data concerning a useful life of the machinery and equipment which is different from the period shown in this section.

HISTORY: 1962 Code Section 65-1648; 1952 Code Section 65-1648; 1942 Code Section 2696; 1932 Code Section 2696; Civ. C. '22 Section 431; Civ. C. '12 Section 379; Civ. C. '02 Section 337; G. S. 219; R. S. 270; 1881 (17) 1006; 1926 (34) 981; 1964 (53) 2395; 1967 (55) 933; 1972 (57) 2467; 1975 (59) 248; 1977 Act No. 38; 1979 Act No. 116 Section 1; 1981 Act No. 62 Section 1; 1993 Act No. 164, Part II, Section 81; 1994 Act No. 516, Section 31; 1995 Act No. 32, Sections 6A and B; 1995 Act No. 69, Section 2A; 1996 Act No. 231, Sections 12A and B; 1996 Act No. 431, Section 22; 1996 Act No. 458, Part II, Section 8B; 1999 Act No. 93, Section 15(C), (D); 2000 Act No. 399, Section 3(Q)(2), eff August 17, 2000; 2004 Act No. 187, Section 2.A, eff March 17, 2004; 2010 Act No. 290, Section 28, eff June 23, 2010.

COUNTY OF RICHLAND)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS RICHLAND COUNTY’S REQUEST THAT THE SOUTH CAROLINA DEPARTMENT OF REVENUE EXPLORE AMENDING THE SOUTH CAROLINA STATE CODE OF LAWS, SECTION 12-37-2680; DETERMINATION OF ASSESSED VALUE OF VEHICLES, TO ALLOW FOR THE USE OF THE CURRENT MONTH “BLACK BOOK” VALUE **OR** THE USE OF THE “BLACK BOOK” VALUE AS DETERMINED ON A QUARTERLY BASIS AS THE METHOD FOR ASSESSING THE VALUE OF VEHICLES FOR TAXATION PURPOSES.

WHEREAS, the South Carolina Code of Laws, Section 12-37-2680 states that the assessed value of the vehicle must be determined as of the first day of the month preceding the beginning of the tax year for the vehicles; and

WHEREAS, the South Carolina Department of Revenue only sends the “black book” value of vehicles to the County Auditors once a year; and

WHEREAS, due to the fact that the South Carolina Department of Revenue only sends the “black book” value of vehicles to the County Auditors once a year, County Auditors are unable to use the most current “black book” value of a vehicle each month when determining the taxable value of a vehicle resulting in outdated motor vehicle tax bills; and

NOW, THEREFORE, BE IT RESOLVED, that Richland County urges the South Carolina Department of Revenue to explore amending the South Carolina State Code of Laws, Section 12-37-2680; determination of assessed value of vehicles to allow for the use of the current month “black book” value or the use of the “black book” value as determined on a quarterly basis as the method for assessing the value of vehicles for taxation purposes.

SIGNED AND SEALED this ___ day of _____ 2016, having been duly adopted by the Richland County Council.

Torrey Rush
Richland County Council

ATTEST this ___ day of _____ 2016

Michelle Onley, Assistant Clerk of Council

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.