

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

INTERGOVERNMENTAL
AGREEMENT FOR DISPOSAL OF
MUNICIPAL WASTE

THIS AGREEMENT made this 7th day of March 2016, by and between County of Greenville ("Greenville") and County of Pickens ("Pickens").

WHEREAS, Pickens seeks to dispose of municipal solid waste collected from residents and local businesses of Pickens, and Greenville has agreed to accept this municipal waste for disposal at Twin Chimneys Landfill located at 11075 Augusta Road, Honea Path SC ("Twin Chimneys").

WHEREAS, Pickens will transport the waste for disposal to Twin Chimneys.

WHEREAS, Pickens and Greenville estimate 40,000 tons will be disposed of annually pursuant to this Agreement; and

WHEREAS, Greenville and Pickens enter into this Agreement to define their respective rights and responsibilities, and each governing body has approved this Agreement and authorized execution by the undersigned.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the benefits and responsibilities flowing to and from the parties, Greenville and Pickens agree as follows,

1. Transport, Acceptance, and Disposal of Waste and Operation of Landfill.

Pursuant to this Agreement, Greenville will accept from Pickens all materials allowed by the South Carolina Department of Health and Environmental Control ("SCDHEC") for disposal in both Class II and III Municipal Solid Waste Landfills at Twin Chimneys. Disposal of special wastes require prior waste characterization and approval by Greenville.

Pickens must transport the waste to the Twin Chimneys for disposal during normal operating hours Monday through Saturday, excluding routine landfill holidays. Pickens shall also comply with all applicable state, federal and local laws and regulations.

To the extent applicable by law, the Greenville warrants and represents it shall operate Twin Chimneys in compliance with all statutes, rules and regulations pertaining thereto.

2. Liability Insurance.

Each party, if not already in place, shall obtain sufficient liability insurance, insuring itself, councilmen, commissioners, officials, agents, employees and other representatives against any and all claims arising from or in any way pertaining to the services rendered or actions taken as a result under this Agreement.

3. Schedule of Tipping Fees

The schedule of tipping fees for waste accepted from Pickens pursuant to this Agreement is as follows:

- a. \$17/ton for all waste disposed in Class III
- b. \$15/ton for all waste disposed in Class II

Should Greenville seek to increase the above costs they shall prepare and present in writing to Pickens, documentation and justification for the adjustment based on additional operating expenses incurred as the result of changes in state or federal regulations. All changes to the above costs are subject to acceptance by the charged party.

4. Term of Agreement.

The term of this Agreement shall be for five years beginning on July 1, 2016 and ending June 30, 2021. This Agreement shall automatically renew for successive one year terms beginning on July 1, 2021. This Agreement may be terminated by either party by giving notice to the other party not later than January 1 of each year. The Agreement will automatically terminate if state, federal or local laws change to prohibit the disposal of Pickens' waste at Twin Chimneys.

IN WITNESS WHEREOF the parties hereto have set their hands and seal the day and year first above written.

COUNTY OF GREENVILLE

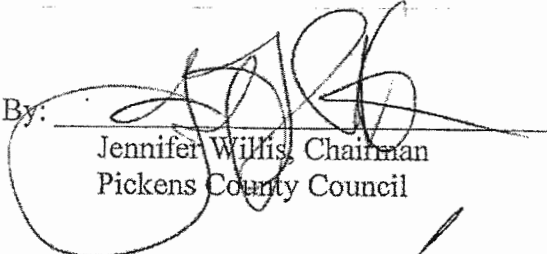
By: Robert Taylor
Robert Taylor, Chairman
Greenville County Council

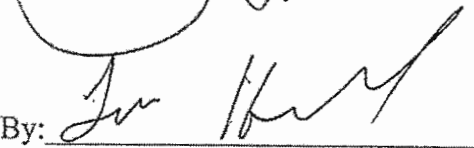
By: Joseph M. Kernell
Joseph M. Kernell
County Administrator

ATTEST:

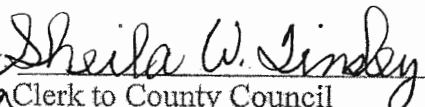
Theresa B. Kizer, c.c.c.
Theresa B. Kizer
Clerk to Council

COUNTY OF PICKENS

By: 
Jennifer Willis, Chairman
Pickens County Council

By: 
Thomas Hendricks
Interim Administrator

ATTEST:

By: 
Interim Clerk to County Council
Pickens County, South Carolina