

**A G E N D A**

**SPECIAL MEETING OCONEE COUNTY COUNCIL - APRIL 1, 1993**

10:00 AM

1. Call to Order
2. Invocation
3. Discussion Regarding Solid Waste
4. Old Business
5. New Business
6. Adjourn

**MEMBERS, OCONEE COUNTY COUNCIL**

Mrs. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Michael E. Harper, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Thursday, April 1, 1993 at 10:00 AM in Council Chambers with all Council Members present. Mr. Timothy Cain, County Attorney was also present.

Members of the press notified: Journal/Tribune, Oconee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio & Ron Barnett - Greenville News.

The meeting was called to order by Supervisor-Chairman Crain.

Call to Order

The invocation as given by Mr. Williams.

Invocation

The purpose of the meeting was for Mr. Jeremy 'Brien to review the feasibility study for the implementation of the solid waste management act.

Solid Waste

Mr. Crain, Supervisor-Chairman presented the attached proposal to Council for their consideration:

A total of nine (9) additional manned convenience centers. Equipment and engineering for these centers, transfer stations including land and equipment, an in-county subtitle D landfill if a regional landfill does not prove feasible and closure/post closure of the present facilities.

Mr. Crain did not recommend acceptance of a artificial landfill as it would mean another thirty (30) years of liability in monitoring ground water, additional closure/post closure costs, etc.

The county has bonding capacity of \$12,000,000, however, it will cost approximately \$20,000,000 to begin this program, therefore the funding could be millage, vending fee, or a combination of the two.

Mr. Crain reminded Council that the costs quoted in the feasibility study done by HDR Engineering had a variance of plus or minus 20% and also that the recommendation he made to Council did not contain a contingency fund.

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Mr. Stanley McAlister, Chairman of the Solid Waste Advisory Commission, stated he felt the commission could support Mr. Crain's proposal.

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Council go into an executive session or a legal briefing regarding this matter at this time.

Executive  
Session

Mr. Williams had to leave at this time.

When open session resumed, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Williams absent) that Mr. Crain's proposal, which did not include the vertical expansion, be adopted.

Open  
Session

At the recommendation of Ms. Dillard, Purchasing Director, Mr. Orr made a motion, seconded by Mr. Harper, approved 4 - 0 (Mr. Williams absent) that the administration be given the authority to negotiate a contract with HDR to take the draft feasibility study and the county's plan as a base and prepare a solid waste management plan to be submitted to SC DHEC for consideration. When this plan is completed, the administration, Engineer, Solid Waste Director, County Attorney and Solid Waste Advisory Committee Chairman is to present this plan to DHEC. The cost of preparing this plan is not to exceed 10,000 with the charges being justified by HDR Engineering. The funds for this will come from contingency and this is being done under the following Sections of Ordinance 85-2, "The Oconee County Purchasing Manual": Section C, Subsection 2, "When it is in the advantage of Oconee County to acquire goods and/or services on a previously awarded bid or contract" and Subsection 3, "When in the Purchasing Agent's judgement, and with the concurrence of Council, it is to the advantage of the county's interest to do so."

Mr. Strickland made a motion, seconded by Mrs. Burrell, approved 4 - 0 (Mr. Williams absent) that the Purchasing Agent obtain the names of realtors in Oconee County from the Board of Realtors, put them in a hat and draw three (3) names out and from the three, select a consultant to identify specific sites for the manned convenience centers.

Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Williams absent) that prior to the next Council meeting on April 6, 1993 that HDR Engineering submit and justify quotes for the other engineering services or additional engineering services that will be necessary to comply with DHEC regulations. These include the Material Recovery Station, engineer for landfills, engineer for manned centers and a composting facility.

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Mr. Strickland made a motion, seconded by Mr. [redacted], approved 4 - 0 (Mr. Williams absent) that the attached contract for disposal of infectious waste at the Law Enforcement Center be adopted.

LEC

Mr. Strickland made a motion, seconded by Mr. [redacted], approved 4 - 0 (Mr. Williams absent) that the attached grant request for Lunney Museum in the amount of \$10,000 to the SC Department of Archives & History be adopted.

Lunney  
Museum

Adjourn: 1:30 PM

*Norman D. Crain / ccj*  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

OCONEE COUNTY COUNCIL  
BOOKER DRIVE  
WALHALLA, SC 29691

April 19, 1993

c/o Mr. Norman Crain

This letter is written on behalf of the Oconee County  
Solid Waste Advisory Council.

Dear Norman:

We, the members of the OCSWAC, wish to state for the record that we are in complete agreement with the current plan to manage solid waste in Oconee County. The decision to accelerate the construction of the Convenience Centers and rely on this method of collection for the unincorporated areas will ensure that the waste is collected and properly sorted for recovery and/or disposal. The construction of an integrated Transfer/MRF will allow for consolidation and/or further segregation to enhance the county's recovery efforts. If the county is successful in acquiring the current site for the T/MRF, the decision to locate the White Goods, Inert and Composting operations on the Seneca Landfill will also prove to be the Best Management Practice in terms of total control as well as economics. Last the decision to solicit bids from private companies to haul and dispose of the counties waste in a Subtitle D landfill until either an in-county or a regional cooperative can be developed is "right-on-target".

We also wish to take this opportunity to express our appreciation to the administration for allowing this council to take a leadership role in developing the county's plan. Our citizens are indeed fortunate to have an administration that not only complied with regulatory requirements, but truly respects the input of its representatives.

We look forward to working with this administration in completing our solid waste management plan and implementing each phase. Please feel free to contact any member of this council as regards the contents of this letter and/or other waste management items of interest to the administration.

Sincerely,



Stan McAlister  
Chairperson OCSWAC



**RECOVERY CORPORATION OF NORTH CAROLINA  
STANDARD TERMS AND CONDITIONS**

**1. Obligations as follows:**

- a. RCNC will cause to be picked up, transported, treated by means of incineration and the ash disposed of in a manner consistent with the applicable state and federal regulations, all of the Generator's infectious waste as defined below:  
"Infectious Waste," as used in this contract will consist of the following: isolation waste; cultures and stocks of infectious agents and associated biologicals; human blood and blood products; pathological waste; contaminated sharps; wastes from surgery and autopsy; miscellaneous laboratory waste; analysis unit waste; spent pharmaceuticals; discarded dressings, and contaminated linens or disposable liner substitutes. Specifically excluded from the terms "Infectious Wastes," as used in this contract are Human refuse, human carcasses, radioscopes/nuclear medical fluids, research or productive mycotoxins, heavy metals (mercury), bulk chemicals or reagents, volatile, explosives, pressurized containers regardless of contents or propellant whether full or empty. Also excluded are any other items or materials not specifically included within the definition of infectious wastes set forth above. All Poly Vinyl Chloride (PVC) plastics are excluded.
- b. RCNC shall pick up all of the Generator's Infectious Wastes according to a schedule agreed upon by the parties in accordance with Generator's needs.
- c. RCNC shall provide, upon request of Generator, containers for the Generator's use in such quantities as agreed upon in accordance with Generator's needs. If Generator desires to purchase containers from a source other than RCNC, RCNC will provide the required specifications for any such containers.
- d. RCNC shall provide Generator with instructions relating to its requirements for containerizing Infectious Wastes, including without limitation those instructions set forth in Schedule "A" attached. Notwithstanding anything herein, RCNC shall under no circumstances be responsible for training Generator's employees, nor shall RCNC be liable for any failure by Generator to comply with any Federal, State or local laws or regulations.
- e. Generator specifically agrees that RCNC may subcontract with others for the performance of all or a portion of its responsibilities.

**2. Generator's obligations are as follows:**

- a. Generator will containerize and seal the Infectious Waste only in containers provided by RCNC or meeting RCNC's Specifications in accordance with RCNC's instructions and applicable law.
- b. Generator agrees to comply with any specified instructions of RCNC as set forth on Schedule "A" (attached), hereto or any written addendum to this contract, and with any Federal, State or local laws and regulations.
- c. Generator will have such containers as it wishes to have disposed of sealed and ready to be picked up at the times agreed upon by the parties. If Generator does not have such containers ready, RCNC may charge Generator an additional transportation fee for returning to pick up the containers when they are ready.
- d. Generator shall place only Infectious Waste as defined in this agreement in containers for pick up by RCNC, and shall not place any waste materials that have been excluded from that definition in those containers.
- e. For RCNC's services, Generator shall pay RCNC's invoices, net thirty days. Failure to pay invoiced amounts when due shall be a breach of this agreement and will entitle RCNC, as its option, to terminate the agreement. In addition, Generator agrees to pay to RCNC a service charge of 1.5% per month of any balances not paid when due. If RCNC deems it necessary to hire a collector service or attorney to collect any delinquent balances, Generator agrees to pay all costs of collection, including without limitation, reasonable attorney's fees.
- f. Generator agrees to pay the addition of any Taxes, Fees or Charges levied, imposed or incident to the service by requirements imposed by duly authorized regulatory bodies, Federal, State or Local having jurisdiction over the handling and disposal of the Waste for which the service is provided. Such cost will be invoiced to the Generator without markup by RCNC Service Co., Inc.

**3. RCNC's rights relating to inspection and release of containers:**

- a. RCNC shall have the right to refuse acceptance of any containers (i) not meeting its specifications, (ii) not properly filled and sealed in accordance with instructions or (iii) that contains any materials excluded under paragraph 1 above, or any material that cannot in RCNC's sole judgment be handled, treated or disposed of safely and in accordance with all applicable laws and regulations.
- b. For purposes of exercising its right under this provision, RCNC shall have the right (but not the obligation) to inspect the contents of any container prior to pick-up. Generator further grants to RCNC the right to inspect its facilities and operations to determine the nature of the materials it disposes of in connection with its business and operations.
- c. Any waste that has been accepted and transported, and contains an unacceptable waste listed above in paragraph 1 (a), will be returned to the Generator at the Generator's expense.

**4. Liabilities:**

- a. RCNC shall not under any circumstances be responsible for any injuries, damage or loss arising from Generator's Infectious Waste prior to pick-up by RCNC.
- b. Generator hereby agrees to indemnify and hold RCNC, their successors and assigns, harmless from and against all loss, damage or liability of any nature occurring (including without limitation reasonable attorney's fees) as a result of (i) Generator's wastes prior to pick-up by RCNC (ii) Generator's inclusion in its containers of waste other than those covered under this Agreement.

**5. Terms and Termination:**

- a. RCNC may terminate this Agreement for failure of Generator to pay amounts owed hereunder when due. Furthermore, either party may terminate this Agreement if the other party fails to comply with other terms and conditions of this Agreement upon the giving of thirty (30) days prior written notice of intent to terminate, which notice shall specify the nature of such default. The defaulting party shall have the opportunity to cure such default within such thirty (30) days, in which event the Agreement will not terminate.

**6. Miscellaneous:**

- a. A Waiver of any breach or breaches of this Agreement shall not be construed as a waiver of breach in any other instance.
- b. This Agreement supersedes any prior agreements between the parties and constitutes the entire agreement of the parties. This Agreement may be amended only by a written agreement signed by the parties.
- c. This Agreement shall be governed by and construed in accordance with the laws of the County of Mecklenburg and State of North Carolina. The parties agree that the Venue for purposes of any legal action commenced hereunder shall be in the State of North Carolina.
- d. If any litigation arises between the parties concerning this Agreement, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in connection therewith.
- e. Items beyond Company's control, such as disposal charges, liability insurance costs, taxes, included fuel taxes and fuel costs are a significant portion of the cost of service. Therefore, the Company may increase the unit price of the collection services provided in an amount equal to any equivalent cost increases in such disposal, insurance or fuel costs.

**7. Force Majeure:**

The performance of this agreement may be suspended and the obligations thereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of RCNC or its subcontractors.

The parties have signed and sealed this Agreement as of the date written.