

\*17/TON

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

INTERGOVERNMENTAL  
AGREEMENT FOR DISPOSAL OF  
MUNICIPAL WASTE

THIS AGREEMENT made this 15<sup>th</sup> day of February 2019, by and between County of Greenville ("Greenville") and County of Laurens ("Laurens").

WHEREAS, Laurens seeks to dispose of municipal solid waste collected from residents and local businesses of Laurens, 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, Laurens will transport the waste for disposal to Twin Chimneys.

WHEREAS, Laurens and Greenville estimate 20,000 tons will be disposed of annually pursuant to this Agreement; and

WHEREAS, Greenville and Laurens 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 Laurens agree as follows.

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

Pursuant to this Agreement, Greenville will accept from Laurens 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.

Laurens must transport the waste to the Twin Chimneys for disposal during normal operating hours Monday through Saturday, excluding routine landfill holidays. Laurens 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 Laurens 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 Laurens, 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.

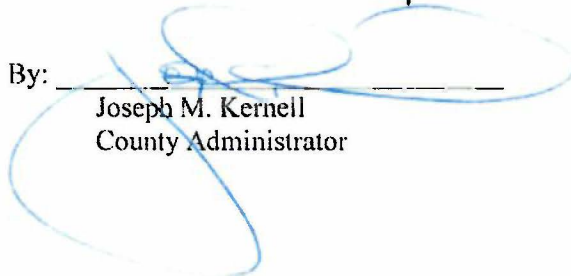
4. Term of Agreement.

The term of this Agreement shall be for five years beginning on February 1, 2019 and ending June 30, 2024. 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 Laurens' 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:   
Butch Kirven, Chairman  
Greenville County Council

By:   
Joseph M. Kernell  
County Administrator

ATTEST:

  
Regina McCaskill  
Clerk to Council

COUNTY OF LAURENS


By: 

David A. Pitts, Chairman  
Laurens County Council

By: 

W. Jon Caime  
Administrator

ATTEST:

By:   
Betty C. Walsh, Clerk to County Council  
Laurens County, South Carolina