

MAYOR:  
John Labriola

TOWN ADMINISTRATOR:  
Stephanie Tillerson

TOWN ATTORNEY:  
Joseph Wilson



MAYOR PRO TEMPORE:  
Michael Heidingsfelder

COUNCIL MEMBERS:  
Bradley D. Belt  
Russell A. Berner

**TOWN COUNCIL**  
**Municipal Center Council Chambers**  
**December 5, 2023, 1:00 pm**

**AGENDA**

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
  - A. Minutes of the Special Call Town Council Meeting of October 24, 2023 [Tab 1]
  - B. Minutes of the Town Council Meeting of November 7, 2023 [Tab 2]
- V. **Updates:**
  - A. Mayor
  - B. Council Members
  - C. Administrator
- VI. **Citizens' Comments (Agenda Items Only):**
- VII. **Kiawah Island Golf Resort Update – Roger Warren, President, Kiawah Island Golf Resort**
- VIII. **Old Business:**

None
- IX. **New Business:**
  - A. To Consider Approval of the 2024 Meeting Calendar [Tab 3]
  - B. To Consider Approval of the Proposal for Solid Waste Services [Tab 4]
  - C. To Consider Approval of the Fiscal Year 2023/2024 November SATAX Funding Amounts [Tab 5]
  - D. To Consider Approval of the Purchase of a Ford Lightning Truck [Tab 6]
  - E. To Consider Approval of **Ordinance 2023-24** - An Ordinance to Amend Article 4, Finance and Taxation, Chapter 3, Municipal Business Licenses to Update the Class Schedule as Required by Act 176 of 2020 – **First Reading** [Tab 7]
  - F. To Consider Approval of **Resolution 2023-06** - A Resolution for the Adoption of the Amended 2023-2024 Charleston Regional Hazard Mitigation and Program for Public Information Plan [Tab 8]
  - G. Kiawah Island Parkway Marsh Restoration/Access Project Update
  - H. Discussion of a Statement of the Town Council Related to the Proposed Health and Wellness Village on Betsy Kerrison Parkway
- X. **Council Member Comments:**
- XI. **Citizens' Comments:**
- XII. **Adjournment:**



**TAB 1**

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# **TOWN COUNCIL**

**Agenda Item**

# SPECIAL CALL TOWN COUNCIL

Municipal Center Council Chambers

October 24, 2023; 1:00 pm

## Minutes

I. **Call to Order:** *Mayor Labriola called the meeting to order at 1:00 pm.*

II. **Roll Call:**

**Present at the Meeting:** John D. Labriola, Mayor  
Brad Belt, Council Member  
Russell Berner, Council Member  
Michael Heidingsfelder, Council Member

**Absent:** John Moffitt, Mayor Pro Tem

**Also Present:** Stephanie Tillerson, Town Administrator  
Joe Wilson, Town Attorney  
John Taylor, Jr., Planning Manager  
Brian Gottshalk, Public Works Manager

III. **Public Hearing:**

- A. **Ordinance 2023-20** – An Ordinance to Amend the Town of Kiawah Island Comprehensive Plan – Land Use Element – Future Land Use Categories and Comprehensive Plan Map IX.2, Future Land Use; to Change the Future Land Use Designation for the Subject Parcels Within the 2013 Amended and Restated Development Agreement - **Public Hearing**
- B. **Ordinance 2023-21** – An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning, Article II. – Zoning, Division 2. - Zoning Map/Districts, Section 12-62. - Zoning Map by Rezoning the Specific Parcels Within the 2013 Amended and Restated Development Agreement - **Public Hearing**
- C. **Ordinance 2023-22** – An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning, Article II. – Zoning, Division 3. – Use Regulations, Section 12-103. – Conditions Of Use - **Public Hearing**
- D. **Ordinance 2023-23** – An Ordinance to Amend Chapter 12 - Land Use Planning and Zoning Ordinance Pursuant to Existing Ordinance 2013-14 to Remove the 2013 Amended and Restated Development Agreement from the Zoning Code as an Appendix - **Public Hearing**

**Council Member Heidingsfelder motioned to open the Public Hearing. Council Member Berner seconded the motion, and it was unanimously approved.**

Mr. Taylor stated that the expiration of the 2013 Amended and Restated Development Agreement (ARDA) expiration coming up in December of this year. As part of that expiration, staff have recommended several parcels within the ARDA to be rezoned. As part of the process, the staff recommendations were presented to the Planning Commission and discussed in several workshops and meetings. The recommendations made by the Planning Commission for Council consideration are presented in the provided materials.

Mr. Taylor reviewed a spreadsheet that showed each of the parcels, their existing future land use and zoning, designation, and the future land use designation and zoning category recommended by the Planning Commission.

**Lance Spencer – 40 Sunlet Bend**

Mr. Spencer spoke for the residents/homeowners in the three adjacent communities, who have all come together asking for consistent development with the surrounding developments. He also reviewed some of the issues or concerns he felt needed further consideration even after a decision was made.

**John Fly – 102 Inlet Cove**

Mr. Fly spoke to his skeptical view of the process by which policy decisions are made, but he felt the public comments made to the Planning Commission had been given due consideration and was also encouraged by the interaction between the Commissioners and Planning staff.

**Greg Darus - 100 Belmeade Hall Road**

Mr. Darus stated that he recognized that his wish to see the three properties rezoned even lower density and height limits was impractical, so he encouraged those involved to hold the developments to the laws and ordinances applicable without variance or amendment to the proposed zoning.

**Linda Lefler – 60 Sunset Bend, President of the Inlet Cove HOA**

Ms. Lefler stated that representing Inlet Cove, Riverview, and Kiawah Island COA, the group was 100% behind the Planning Commission's recommendations and, having come to a good compromise, wanted to see them passed.

**Steve Horgrele– 77 Pepper Vine, Inlet Cove**

Mr. Horgrele stated that while development along Beachwalker development is inevitable, he would like the same consideration given to other parts of the island, asking that it be developed along the same guidelines that the rest of the island's development and giving the R2 and R3 designation and not accepting the mixed-use designation.

**Sherry Gallagher – 119 Spartina Court**

Ms. Gallagher stated she did not live in Sparrow Pond or Inlet Cove; but as an island neighbor, understands and supports those communities and the desire to not have any more development than is absolutely minimally possible.

**Mark Permar – 81 Dungannon Hall**

Mr. Permar stated that he was representing Kiawah Partners, who owned several of the parcels under consideration. He provided comments on the recommendations made by the Planning Commission on each of those parcels listed on the spreadsheet, along with any recommendations based on the Partners' perception of Planning and Vision.

Mr. Permar expressed his concerns on the following:

- approval of the PC recommendations would further increase the number of non-conforming structures and dwelling units
- it was understood that there should be adjustment and reflection, but it should be progressive in thinking, not regressive
- the implication was that we (Kiawah Partners) were supporting this
- we (Kiawah Partners) support better planning, but this is regressive. We have to be better and can be better than what's represented here

- during the series of three Planning Commission workshops, there were public and commissioner comments made, but there was no exchange or cross-referencing, and there were zero comments made about the non-conforming aspects

Mr. Permar stated that his recommendation on behalf of the Partners is certain areas should be considered for different zoning classifications than what they are, certain areas in which there should not be an increase in density. We're ready to try to find a path together to find better planning.

#### **John Grierson – 109 Bobcat Lane**

Mr. Grierson stated that he felt the non-conforming issues of existing buildings are an issue. Still, the bigger issue is the pieces that haven't been developed yet, pointing out it is important to understand that because something gets approved for a higher density, it may not be able to be built.

#### **Joan Horgrele – 77 Pepper Vine, Inlet Cove**

Ms. Horgrele spoke to the comments made that the recommendations would increase the density. Still, when comparing the current standards vs. the new standards proposed, she noted that there was a lower number of units per unit per building in what was being proposed. She also stated that she felt the Planning Department listened to the community and supported their recommendations.

#### **John Grierson – 109 Bobcat Lane**

Mr. Grierson stated the one piece not talked about anymore was Captain Sam's Spit. It was a very high-valued parcel at one point but has been in court for many years. He wanted to make sure that as the Planning Commission looks at the rezoning, nothing changes any of the zoning ability to bring that piece back.

#### **Larry Rutkowski – 222 Sparrow Hawk**

Mr. Rutkowski spoke to the ordinance that rescinds the existing 2013-14 and removes the ARDA from the zoning code, stating that it is a must and there is no reason an agreement that is sunseting should, as some have argued, be grandfathered into perpetual existence by its annexation to the zoning code.

#### **Lisa Snowden – 39 Sunlet Bend**

Ms. Snowden stated that the Council is hearing very clearly from the community what they want while the developers are making their own set of compelling issues. The community is trusting that the Council can follow the Planning Commission's well-thought-out recommendations. She noted that regarding the conversations on non-conforming and non-compliance, she would ask to make sure that a standard that is relevant for today and the future is being used. The thinking is in terms of the communities that are along Beachwalker Drive, not the communities that do not yet exist.

#### **Chris Booth – 27 Sunlet Bend**

Ms. Booth stated that she agreed with the developer that density will increase under what the Planning Commission is recommending compared to what the developer is currently allowed, but more important was that there are two site plans currently before the Council and that Council has the choice to approve them before December 4<sup>th</sup>, allowing the developments to proceed according to the Development Agreement, or to decide it is appropriate to wait and let the time run out so that any development on these parcels proceed according to the Planning Commission recommendations.

Ms. Tillerson clarified that the Council does not approve the site plan review process; the approval is at the staff level. Further discussion of the review and approval process included that the review process was well underway, the engagement of Weston and Sampson as a second set of eyes looking at the plans, and the technical requirements that have to be met for approval.

**Lance Spencer – 40 Sunlet Bend**

Mr. Spencer stated that he felt that what was absent from the process going on with staff right now was referred to in his earlier comments: what are the second and third-order effects on adjacent communities, and what are the impacts on the infrastructure that the Town is ultimately responsible for and that focusing purely on a site plan is not an informed decision.

**Lisa Snowden – 39 Sunlet Bend**

Ms. Snowden asked for an explanation of how the current standards, using parcel 11 as an example, are less dense than the Planning Commission's recommendations.

Mr. Taylor and Mr. Permar provided an explanation for Ms. Snowden's question.

**John Grierson – 109 Bobcat Lane**

Mr. Grierson stated that a set of community homeowners met with Mr. Taylor and Ms. Tillerson and reviewed the package that was submitted, which was incomplete at the time. He indicated that they were still waiting to see the complete package to see if it was done properly and other than being told for the last month that it is very close, there is no visibility into any process.

**Maura McIlvain – 146 Blue heron Pond Road**

Ms. McIlvain reviewed the history of the discovery the previous summer that the 2013 Amended and Restated Development Agreement might not have been in effect, the activity surrounding what to do about proceeding under a development agreement that may not be operational, the October presentation of the initial subdivision plat for Beachwalker to the Planning Commission under the ARDA which was approved despite the question of if a development agreement was in place, the November amendment that made the ARDA operational again, and her question on the legal effect for any actions taken before the November amendment.

**Linda Lefler – 60 Sunset Bend**

Ms. Lefler stated that despite the earlier comment that the zoning of Parcel 9 had been commercial forever, it was felt that commercial zoning should not be in that area.

Mayor Labriola thanked everyone for their comments, stating they were important and helpful, and also for the support given to the Planning Commission.

***Council Member Berner motioned to close the public hearing. Council Member Heidingsfelder seconded the motion, and it was unanimously approved.***

In response to Mayor Labriola's suggestion that the request be remanded to the Planning Commission, Council Member Heidingsfelder acknowledged the tremendous amount of time spent in preparation and discussion and the 4 to 3 vote for the recommendation to the Town Council of the zoning changes that cannot be sent back to the Planning Commission in the hopes that they would take it on and come back with a different recommendation.

Mayor Labriola stated that based on the comments heard mainly on Parcels 8, 9, and 10, he thought that the Planning Commission might want to take another look, but if they did not, the ordinances would be taken up at the November Town Council meeting.

Council Member Belt added that the Planning Commission discussed all of the issues and made a very considered decision understanding what some of the tradeoffs were, including the issues related to non-conforming uses. He noted that the Council has a recommendation from the Planning Commission, and it is incumbent upon the Council to act upon it.

Council Member Belt discussed his distress that the commitment to have a first reading at this meeting for the rescission of Ordinance 2013-14 or removing the ARDA as an appendix from the zoning code was made to move the first reading to the next meeting.

Council Member Berner made an additional comment stating that realizing there is a major traffic problem on Beachwalker Drive, and even if the proposed zoning is approved, the traffic will still get worse, Mr. Permar earlier mentioned a willingness to meet with the residents and meet with the Planning Commission in order to come to a joint resolution of what to build, and he would like to add to that a resolution to the traffic and a resolution of the parking problems at the Timbers and the Cape.

Council Member Heidingsfelder stated that following Mr. Permar's explanation of the proposed changes, there seem to be three categories. First, the Partners agree with the recommendations. In the second, concerns were raised about non-conforming. Council Member Heidingsfelder stated when talking about parcels 8, 9, 10, 11, and the church parcel, the council has been trying to engage in conversations about the future of these parcels, making a multitude of proposals trying to convey the wishes of the community to the Partners. He noted that there would not be a debate if the Partners had engaged more in our conversations and had made a clearer decision on how they wanted to handle these Parcels rather than avoiding the final decision.

***Council Member Belt made a motion to amend the agenda to add the first reading of Ordinance 2023-23, rescinding the ARDA to the agenda.***

Council Member Heidingsfelder noted that the supporting documents are not attached to the draft and, therefore, the ordinance is not prepared for the first reading.

***Council Member Belt withdrew his motion.***

***Council Member Belt made a motion to amend the agenda to move to the First Reading of the Planning Commission's recommendations.***

It was noted that there are no Ordinances for 2023-20, 21, and 22, and Ordinance 2023-23 is incomplete.

***Council Member Belt withdrew his motion.***

Ms. Tillerson stated that the first reading of the ordinances would be at the November 7<sup>th</sup> Council meeting with the second reading at a special call meeting on November 14<sup>th</sup>.

#### **Greg Darus - 100 Belmeade Hall Road**

Mr. Darus stated that what is trying to be proposed now is something the entire Community is in support of. The Community is in support of what the Planning Commission has recommended and wants to have those recommendations applicable to all the properties being talked about before someone approves these site plans.

#### **IV. Citizens' Comments (Agenda Items Only):**

##### **Maura McIlvain – 146 Blue Heron Pond Road**

Ms. McIlvain addressed amending the Town Attorney contract for Mr. Wilson by repeating some of the comments made at the Ways and Means Committee meeting. The agreement before the Council for consideration is very different from his prior agreements. In the core duties, it provides in large part that his duties are determined by the Mayor and or a majority of the Council, not by the entire Council. Following a review of State Statutes and Town Ordinances, in her judgment, the agreement did not comport with the law and encouraged the Council not to approve it.

##### **Brad McIlvain – 146 Blue Heron Pond Road**

Mr. McIlvain stated that, according to state statute, this contract has to be competitively bid, and it was not. There have been comments made about how much the Town is spending on lawyers; he questioned why the contract was not bid out to ensure the Town is getting the best price and the best service from the lawyers and law firms that are hired.

##### **Lance Spencer – 40 Sunlet Bend**

Mr. Spencer agreed that it is in the public interest to have full and open competitions for services. He encouraged the Town to set up a framework with requirements stated in an RFP (Request for Proposals) to conduct an open competition for goods and services that the Town may need.

Council Member Heidingsfelder provided the speakers with the documentation of the RFQ (Request for Qualifications) released in 2019 for the Town Attorney. He noted that six or seven proposals were received, and the prior Town Council selected Joe Wilson as the Town Attorney.

Council Member Heidingsfelder commented that being debated is a contract that was originally intended to do nothing else than change from a flat rate to an hourly rate. With the amount of work that was requested by the Town Council, the Community, PreserveKiawah, and everybody else, Mr. Wilson was working far more than he was getting paid for, so he requested the rate change. The ability to request a change in the financial conditions and to make the change mid-term is in the contract. From there onwards, a multitude of changes were requested to address concerns or corrections that changed the simple rate change.

Council Member Heidingsfelder stated that, at this point, there were three options;

- Stop and go through another RFQ process
- Go back to the original contract, only changing the compensation rate
- Move forward with making improvements to the contract to clarify how we are governing the input from the Town Council.

Council Members engaged in an in-depth discussion of Council Member Heidingsfelder's request that the Council choose one of the three options, which included the intention of putting out an RFQ by the end of this year and considering whether or not it's appropriate to hire a full-time attorney to have a legal officer who is available to the Council.

#### **V. New Business:**

##### **A. To Consider Approval of the Amended Town Attorney Contract Services Agreement with Joseph Wilson**

***Council Member Heidingsfelder made a motion to approve the amended Town Attorney Contract Services agreement with Joesph Wilson. Committee Member Berner seconded the motion.***

Council Member Berner stated that the reference made with respect to the Town hiring another attorney was basically to verify what Mr. Wilson was opining on. He noted that there was one attorney on the Town Council who was adamant that Mr. Wilson was wrong. Having the two attorneys, Mr. Wilson and Mr. Belt, who disagreed, the decision was made to hire a third attorney to get clarification on the issue.

Council Member Belt responded by stating that he appreciated the fact that it was felt there was the need to bring in a third party to resolve any disagreement between the town attorney and himself, but what matters is what direction they are given.

Council Member Belt stated the issues previously expressed with regard to the legality of the proposed amendments have been addressed at length in a memo submitted for the public record. He stated that while researching this issue, he discovered a possible constitutional issue that warranted further exploration and that this contract was fundamentally flawed. He also felt that as a prudent fiscal matter, rather than paying the rates for outside legal counsel, the Town should be pursuing the option of hiring a full-time legal attorney who is available to each member on a full-time basis.

Council Member Belt stated that he would not spend any more time on his memo; it is available to the public as well because he knows where the votes are, and this is for the public record.

***Council Member Heidingsfelder amended his motion to go back to the original contract, changing the compensation rate that had already been approved and including the language that Mr. Wilson has to submit the monthly expenses to be reimbursed with everything else remaining the same in the existing contract. Committee Member Berner seconded the motion. The motion was approved by a 3 to 0 vote, with Council Member Belt not voting.***

***The motion to approve the amended Town Attorney Contract Services agreement with Joesph Wilson as amended. The motion was approved by a 3 to 0 vote, with Council Member Belt not voting.***

**B. To Consider Approval of the Consultant for the Law Enforcement Department Feasibility Study**

The Ways and Means Committee did not recommend approval of the Consultant for the Law Enforcement Department Feasibility Study.

**C. To Consider Approval for the Creation of a Video Production Specialist Position within the Communications Department**

***Council Member Berner made a motion to approve the creation of a Video Production Specialist Position within the Communications Department. Council Member Belt seconded the motion.***

Council Member Heidingsfelder recommended that the creation of the position be put on hold until the mid-year budget review in December or January. It would also allow for time to work on the 2024 podcast schedule and video content so that there is a better feel of the workload for that person.

***Council Member Heidingsfelder made a motion to defer the recommendation. Council Member Berner seconded the motion.***

***Following the discussion, the motion was unanimously approved.***

**D. To Consider Approval of the Proposal from Clean Harbors for the Removal of Household Hazardous Waste**

The Ways and Means recommended approval of the proposal from Clean Harbors for the removal of household hazardous waste by a 4 to 1 vote.

***Council Member Heidingsfelder made a motion to approve the proposal from Clean Harbors for the removal of household hazardous waste. Council Member Berner seconded the motion.***

Council Member Berner stated that he felt that the project could be postponed despite the fact there is more money involved. As he stated earlier in the Ways and Means Committee meeting, there is too much contamination being placed in the recycling bins and household garbage.

***Following the discussion, the motion was unanimously approved.***

**E. To Consider Approval of the Proposal for a Dumpster Pad at Town Hall**

The Ways and Means recommended approval of the proposal for a dumpster pad at Town Hall by a 4 to 1 vote.

***Council Member Heidingsfelder made a motion to approve the proposal for a dumpster pad at Town Hall. Council Member Berner seconded the motion.***

Council Member Belt stated that he was not saying that; ultimately, it was not something that may be worth doing. Still, he did not believe it was a critical action item and would prefer waiting until the review of the overall mid-year budget before acting on this.

***Council Member Belt made a motion to defer the recommendation. Council Member Berner seconded the motion, and it was unanimously approved.***

**VI. Council Member Comments:**

Council Member Belt commended the community turnout, stating it was pretty extraordinary and reflective of the increasing level of engagement on the part of the community. He stated it is seen through the Town Council drop-in meetings and increasing attendance at these meetings. He felt it showed the critical importance of this issue, a unanimity of views, and thanked the community for spending their valuable time with us today.

**VII. Citizens' Comments:**

**Dr Solomon David – 3528 Shipwatch Road**

Dr. David stated that after buying his home, he chose VACASA as the management company. To his surprise and dismay, VACASA let his business license expire and reviewed the circumstances, which led to the Town Council hearing at which his business license was revoked for one year. He explained that he, as the homeowner, now suffered from the management company's errors. He stated that he had been the only one ever to suffer this type of ramification and would like the Town Council to revisit this matter. Moving forward, he felt there was a greater need for the council to look at these management companies that homeowners rely on and trust to take care of their investment properties and not to make the homeowners responsible for things that are 100% out of our control.

Mr. Wilson explained that the Council's decision was final, and there was no appeal process in the Town Ordinance. The only appeal would have been to the Circuit Court and would have had to be submitted within 30 days. Mr. Wilson noted that if the Council wanted to rehear their final order, they could do that.

Council Member Berner stated that Dr. David stated he wrote a dozen emails, which the Council was not in receipt of, which is new evidence.

Council Member Heidingsfelder asked if the Council could revisit the case because, in addition to the emails Dr. David will send, he would also like to look at the documentation from the Special Call Meeting and then, based on that review, would give his recommendation. If the other councilman would do the same, a decision could be made on whether to revisit or not.

**VIII. Adjournment:**

***Council Member Heidingsfelder made a motion to adjourn the meeting at 3:25 pm. Council Member Berner seconded the motion, and it was unanimously approved.***

Submitted by,

\_\_\_\_\_  
Petra S. Reynolds, Town Clerk

Approved by,

\_\_\_\_\_  
John D. Labriola, Mayor

\_\_\_\_\_  
Date



**TAB 2**

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# **TOWN COUNCIL**

## **Agenda Item**

# WORK IN PROGRESS

The minutes of the November 7<sup>th</sup> Town Council Meeting are still in progress and will be sent electronically and posted when they have been reviewed.

Thank you, Petra



**TAB 3**

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# **TOWN COUNCIL**

## **Agenda Item**

# TOWN OF KIAWAH ISLAND

## 2024 Town Meeting Schedules\*

All meetings are held at the Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC. Schedules are also available at [www.kiawahisland.org](http://www.kiawahisland.org) or by calling 843-768-9166.

### **Town Council** **Meetings at 1:00 pm**

January 9<sup>th</sup>  
February 6<sup>th</sup>  
March 5<sup>th</sup>  
April 2<sup>nd</sup>  
May 7<sup>th</sup>  
June 4<sup>th</sup>  
July 2<sup>nd</sup>  
August 6<sup>th</sup>  
September 10<sup>th</sup>  
October 1<sup>st</sup>  
November 5<sup>th</sup>  
December 3<sup>rd</sup>

### **Arts & Cultural Events Council** **Meetings at 2:00 pm**

January 4<sup>th</sup>  
February 2<sup>nd</sup> – Planning Session  
February 22<sup>nd</sup> – Planning Session  
March 7<sup>th</sup>  
April 4<sup>th</sup>  
May 2<sup>nd</sup>  
June 6<sup>th</sup>  
August 1<sup>st</sup>  
September 5<sup>th</sup>  
October 3<sup>rd</sup>  
November 7<sup>th</sup>  
December 5<sup>th</sup>

### **Arts Council Board** **Meetings at 10:00 am**

January 8<sup>th</sup>  
April 15<sup>th</sup>  
July 8<sup>th</sup>  
October 7<sup>th</sup>

### **Board of Zoning Appeals** **Meetings at 1:00 pm**

January 22<sup>nd</sup>  
February 26<sup>th</sup>  
March 18<sup>th</sup>  
April 15<sup>th</sup>  
May 20<sup>th</sup>  
June 17<sup>th</sup>  
July 15<sup>th</sup>  
August 19<sup>th</sup>  
September 16<sup>th</sup>  
October 21<sup>st</sup>  
November 18<sup>th</sup>  
December 16<sup>th</sup>

### **Environmental Committee** **Meetings at 1:00 pm**

February 14<sup>th</sup>  
April 10<sup>th</sup>  
June 12<sup>th</sup>  
August 14<sup>th</sup>  
October 9<sup>th</sup>  
December 11<sup>th</sup>

### **Planning Commission** **Meetings at 2:00 pm**

January 10<sup>th</sup>  
February 7<sup>th</sup>  
March 6<sup>th</sup>  
April 3<sup>rd</sup>  
May 8<sup>th</sup>  
June 5<sup>th</sup>  
July 3<sup>rd</sup>  
August 7<sup>th</sup>  
September 11<sup>th</sup>  
October 2<sup>nd</sup>  
November 6<sup>th</sup>  
December 4<sup>th</sup>

### **Public Safety Committee** **Meetings at 11:00 am**

January 17<sup>th</sup>  
March 13<sup>th</sup>  
May 15<sup>th</sup>  
July 10<sup>th</sup>  
September 18<sup>th</sup>  
November 13<sup>th</sup>

### **Ways and Means Committee** **Meetings at 10:00 am**

January 9<sup>th</sup>  
February 6<sup>th</sup>  
March 5<sup>th</sup>  
April 2<sup>nd</sup>  
May 7<sup>th</sup>  
June 4<sup>th</sup>  
July 2<sup>nd</sup>  
August 6<sup>th</sup>  
September 10<sup>th</sup>  
October 1<sup>st</sup>  
November 5<sup>th</sup>  
December 3<sup>rd</sup>

### **CERT Team** **Meetings at 3:00 pm**

January 24<sup>th</sup>  
April 24<sup>th</sup>  
July 24<sup>th</sup>  
October 23<sup>rd</sup>

\*Rescheduled meetings will be posted on the website



**TAB 4**

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# **TOWN COUNCIL**

## **Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** Brian Gottshalk, Public Works Manager

**SUBJECT:** Solid Waste Services

**DATE:** December 5, 2023

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## **BACKGROUND:**

The town is the entity responsible for solid waste collection on the island. This includes residential trash and recycling, as well as commercial collection at our public refuse facilities at Kestrel Court, Beachwalker Drive, and the municipal center. Currently, the Town holds a contract with Carolina Waste to provide these services for the island. The contract is set to expire June 30, 2024. Ahead of this expiration, town staff put together and released an RFP to solicit bids on residential and commercial solid waste services.

## **ANALYSIS:**

Town staff hosted a mandatory pre-bid meeting with all interested contractors to attend to review the scope of services and also answer any clarifying questions. There were three vendors that showed up to this meeting, and the town received bids from two contractors: Carolina Waste and Trident Waste and Recycling. Staff met individually with both contractors to review the bids and ask questions to make sure that both bids were compared and evaluated equally. After reviewing the scope of work and the fee schedules, the proposed annual cost estimates provided in the two bids are as follows:

- Carolina Waste and Recycling: \$2,182,017.60 per year
- Trident Waste and Recycling: \$2,017,028.64 per year

Both of these proposed annual costs are estimates based on the service subscription levels at the time of the bid submission. Throughout the year, service levels are likely to fluctuate, which will have an impact on the actual billing to the Town.

The Ways and Means Committee approved recommending this bid to the Town Council at the last meeting on November 28<sup>th</sup>, 2023. The attached contract reflects the comments and clarifications that were requested by the committee.

## **ACTION REQUESTED:**

After a very thorough review and evaluation, the Town staff is requesting that the Town Council approve the proposal submitted by Trident Waste and Recycling and enter into a contract with this company for solid waste services for the Town of Kiawah Island.

## **BUDGET & FINANCIAL DATA:**

If approved, this contract would be funded through the General Fund, with the exception of the beach trash collection, which would be funded through the Local Accommodations Tax.



5264B International Blvd., Suite 100  
N. Charleston, SC 29418  
843-576-5050

**Town of Kiawah Island  
Solid Waste Request for Proposal  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455**

**October 6, 2023 10:00am**

**Trident Waste & Recycling, LLC  
2701 Rourk Street  
North Charleston, SC 29405  
[www.tridentwastesc.com](http://www.tridentwastesc.com)  
[sfennell@tridentwastesc.com](mailto:sfennell@tridentwastesc.com)**



Town of Kiawah Island  
Request For Proposal – Solid Waste Collection Program  
Petra Reynolds, Town Clerk  
4475 Betsy Kerrison Pkwy  
Kiawah Island, SC 29455

Trident Waste & Recycling, LLC is pleased to offer a proposal for the waste removal services for the Town of Kiawah Island - Request For Proposal – Solid Waste Collection Program with a due date of October 6, 2023, 10:00AM. The 3 year old company specializes in the collection of waste and recycling removal services located within the trident area. We realized the need to start another company to focus on top quality service that only a local company can offer this community. Service and safety will remain our primary goals and we are extremely confident we can fulfill the needs for the Town of Kiawah Island.

The ownership and management group of Trident Waste & Recycling, LLC is intimately familiar with the waste service contract for Kiawah Island. Our team of Scott Fennell, Logan Bland, Kenny Younginer, Greg Padgett, Stephanie Godfrey, George Fennell, and Pete Paulatos, while under the private ownership of Carolina Waste & Recycling, started the Town of Kiawah Island contract over 10 years ago and handled all the waste and recycling materials. Our team departed from Waste Connections approximately 5 years ago to exit being involved in a publicly operated company. Additionally, Bob Shepard, former RVP of Republic Services, Inc., Southern Division, has joined the Trident Waste team. Bob is a forty year veteran of the solid waste industry. He had profit and loss responsibility for all Republic operations in the Carolinas, Georgia, and Florida. He oversaw the operations of hundreds of residential waste and recycling contracts from 2000 – 2009. Our locally owned and operated waste collection firm, Trident Waste & Recycling, collects residential, commercial, industrial waste, and recycling materials within Berkeley, Charleston and Dorchester Counties.

Our knowledge of Kiawah Island goes beyond the previous involvement in the waste and recycling services contract. In fact, four of the ownership members of Trident Waste are actual property owners on Kiawah Island. We know the importance of service and will strive to give unmatched personalized attention to the Town of Kiawah Island.

We have experience throughout the trident area having previous contracts with the City of North Charleston, Town of Kiawah Island, Town of Summerville, and the Town of Mt. Pleasant to name a few. Trident Waste started the City of Charleston contract, for Johns Island and the outer portions of

West Ashley, over 2 years ago with approximately 15,000 homes and the contract has increased to over 16,000 homes.

Most recently, we started collecting waste and some recycling through a contract with Charleston County for the unincorporated areas that includes all of Johns Island, the Town of Ravenel, a portion of areas north of Mt. Pleasant and Ladson. This roughly 6,000 home franchised area enables Trident Waste to efficiently cover all of Johns Island including the Cassique, Kiawah River Estates, and Kiawah River Plantation communities. The Town of Kiawah Island would be a natural addition to areas we service. In servicing the Johns Island communities, Trident Waste will have additional vehicles as a potential back up to help if a problem arises.

We are servicing the 1250 home Summers Corner Community a few miles from the Watson Hill Community in Dorchester County. Summers Corner is experiencing rapid growth of 50+ homes per month with an expected build out of 7,000 homes upon completion.

For the Town of Kiawah Island, we propose to purchase three 32yard Rear End Loaders (RELs) for the curb side, back door, recycling, and yard debris collection, one 2500 4WD beach pickup with trailer at the start of the contract. All the vehicles will be factory new, nothing used will be purchased, as the combined vehicles and equipment will be in excess of \$1,300,000 in capital. The RELs will have a Mack chassis and Heil bodies. The 96 gallon carts for growth or replacement will be purchased from Rehrig Pacific or Sierra. We will always keep an ample supply of 100 carts of inventory on the Trident Waste facility with the Town of Kiawah Island embossed emblem for the added growth. For the Front End container collection, we will utilize one of our existing new Mack Front End Loaders (FELs), which will operate with one dedicated CDL driver.

Trident Waste operates from 2701 Rourk Street in North Charleston, 45 minutes away from the Town of Kiawah Island. Initially we will begin operations with three RELs. We will have additional vehicles as a backup or spares for the contract. Trident Waste will add more vehicles as the growth increases in the service area while maintaining the same spare vehicle ratio. Trident Waste will have 3 dedicated drivers and 6 helpers for the routes with 2 spare/swing drivers. We will utilize the three RELs to collect all 3 material types of MSW, yard debris, and recycling.

Trident Waste intends to divide the service area into 3 routes over 4 to 5 days a week (Monday thru Friday) roughly having an equal number of homes per day. Routing 5 days per week will help us in optimizing asset and driver utilization. If Trident Waste needs to add a 4<sup>th</sup> route to accommodate the extra waste and recycling materials during the peak summer months, we will gladly add the vehicle.

Logan Bland, Operations Manager, will be involved daily with what transpires with the contract. The rest of the management team will assist Logan on a daily basis. Josh Pegram and Raymond Robinson, the residential route supervisors, will oversee the contract and will report to Logan Bland.

Safety will be a priority with Trident Waste. All employees will be required to wear green Hi-Viz shirts and hats with company emblems, long pants, gloves, and proper footwear. Every employee will have pre-employment physicals for drug testing to include prescription drugs and random testing will

occur periodically. Weekly and monthly safety meetings are required in which we will cover issues that have occurred or for future potential risks. We would encourage the Town of Kiawah Island to provide information about issues they see as beneficial to our safety meetings. Daily pre-trip and post trip inspections will occur on every vehicle to ensure all safety equipment is operational. A vehicle will not start the route without everything operating properly, including the alarms and cameras. We will also inspect the vehicles to ensure no leaks are observed. Our goal is for a zero complaint day.

Each FEL vehicle will have a backup alarm and have up to 6 cameras per vehicle for complete visibility. The REL will have up to 5 cameras for increase safety and verification. We started adding radars to our FEL vehicles to prevent additional backing issues. The new system will alert the FEL when an object is 15ft behind the vehicle to inform the driver of a potential hazard.

We are intimately aware of the importance of information transmission to the Town of Kiawah Island. All of the Trident Waste vehicles will have 3rd Eye data and photo capability. With 3rd Eye, we will grant access to the Town of Kiawah Island to track the route in progress throughout the day or at the completion of each day. With satellite viewing, we will be able to get down to the street level to see a time and date of when cart was lifted at each address. A specific map color will show a popcorn trail of which portions of the route has been completed. Incomplete routes by street level will not show a color code. There will be visual proof of an actual service that has occurred. The information is stored for a minimum of 30 days. We would strongly encourage the Town of Kiawah Island to allow us to share a presentation electronically of the 3rd Eye service capabilities.

The 3rd Eye software enables Trident Waste to visually prove whether each cart or home has been serviced through Positive Recognition (PR). PR can show a photograph of every address before the cart is lifted if proof is requested. We also have the ability to provide a 2 minute video clip if a resident claims we damaged something or we missed them. As another example, a video clip can show excess materials on the street or yard debris being too large to service. Trident Waste has attached several photos or examples of the information we can provide through 3rd Eye cameras and software. We have provided the 3rd Eye service to the City of Charleston contract. They are extremely pleased with the information it has provided as proof of service or a claim of damage.

Upon award of the contract, vehicles will be ordered immediately as the schedule is tight for a mid-summer July 1, 2024 start date. With a quick notification of award, we should have all three vehicles in 2nd Qtr 2024 upon signing of the agreement with Heil and Hughes Motors. Drivers will start forty-five days prior to the contract to start rolling out training on the trucks and routing. Thirty days prior, we will ride with each driver for the proper street by street routing in pickup trucks and will continue the daily driving up to the start date. On the 1st day of service, supervisors and management team members will either ride or follow the waste vehicles throughout the day. The entire week will be devoted to ensuring the route is followed and completed. When we are comfortable, the routes will be spot checked for the next month. Most problems occur during the 1st month of service so Trident Waste will endeavor to minimize the service issues from the start with the described plan.

Trident Waste is pleased to offer the proposal to collect the waste materials from the Town of Kiawah Island. We are extremely confident we can exceed the expectations the Town of Kiawah Island

has with our described measures within our proposal. We do believe the 3<sup>rd</sup> Eye System is an important piece of what we can offer to ensure accountability from our driver team, to the residents, and to the Town of Kiawah Island. When further enhancements in technology, efficiency, and safety can be introduced, Trident Waste, without hesitation, will add that portion to our service. Trident Waste is ready to earn your business and impress you with our service.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Scott Fennell", written in a cursive style.

G. Scott Fennell

President

Trident Waste & Recycling, LLC



1. Trident Waste & Recycling covered most all the points and questions related to the RFP within the 3 page cover letter. To ensure we did not leave anything out and wanting to describe in more detail, we answered every question separately as well. There will be some duplicated answers within the Town of Kiawah Island questions page within the RFP and 3 page cover letter provided. If the Town of Kiawah Island has any questions, please do not hesitate to contact us.

- A. **Customer Service Program** Trident Waste has 6 customer service representatives (CSRs). If a call is received, the CSR will typically handle issues for all types of service; Roll-Off (RO), Front-End (FEL), or residential collection (REL), to determine if service is needed or if there is an issue that needs to be transferred to a supervisor. Phillip Coker (inside Operations Manager) or Wilson Fennell are responsible to ascertain if a service is actually missed by checking GPS and camera footage. If an extra service for REL, FEL, or RO is needed, a work order is created to be scheduled with the driver the same day or next day. Work orders are turned in upon completion and checked by the CSR for service verification. If a REL or FEL location is missed without cause, Phillip or Wilson will notify the route supervisor to get with the driver for a pickup that day or the following day with a work order created. Either the route vehicle or an additional vehicle will respond to the missed stop.

Throughout the regular service day, a dedicated CSR, Phillip Coker, and Wilson Fennell will monitor the progress of the three route vehicles with our 3<sup>rd</sup> Eye verification collection software. Trident Waste monitors our current municipal and individual contracts through 3<sup>rd</sup> Eye. We have the ability to potentially see if a street or address may be missed before an actual call occurs from the customer.

We have 3<sup>rd</sup> Eye cameras in approximately 6 locations on the Trident Waste vehicles. With FEL and REL curbside collection, we can verify through photo or video footage of a cart placed at the street, a yard debris issue, or a FEL container is blocked or overloaded. We know it is extremely valuable tool for service verification. Trident Waste will add 2 additional cameras to the side of our three designated Kiawah route REL vehicles to ensure our helpers walk down the driveways for the backdoor accounts. With our past experience and our intimate knowledge of Kiawah Island, Trident Waste team members know the importance and the issues with backdoor service. It will be priority to ensure proper service. The Route vehicle and Operation Supervisor will report daily to the Town of Kiawah Island to ensure there are no issues before leaving Kiawah Island. Trident Waste will verify through our GPS system every street was driven. The video camera is not live but can recall recorded videos if we see a potential issue before the driver team exits Kiawah Island.

- B. **Transition to the Contract** The three REL vehicles will be ordered immediately as time will be of the essence to have them for the July 1<sup>st</sup> start date. The FEL and RO vehicles are already within our inventory so there will be no issues with the transitioned RO and FEL service. It will take Trident Waste several days to deliver all the 162 FEL containers before the start of the contract and one day for the RO containers.

We know most of the issues occur with the back door service for REL services as Kiawah Island is extremely different in that regard when compared to other municipalities. Trident Waste will have a designated driver and helper team training forty-five days prior to the start of the contract. For two weeks, the team will be trained on the software and maps and our safety procedures. Thirty days prior to the contract, the service teams will start running the routes in pick-up trucks to get familiar with the streets, the addresses, the locations for back door services, and the cart placement areas. This process will continue on until the start date.

After the start date, the supervisors and swing drivers will follow the route vehicles for several weeks. The office operations team will track the vehicles throughout the day. After several weeks, the driver teams will be spot checked throughout each day.

- C. **Implementation Plan & Schedule** Trident Waste & Recycling LLC offers a unique approach to service the Town of Kiawah Island. We get our drivers and servicing crews familiar with the project scope and the vehicles slated to work on the Island forty-five days in advance of our start date. Thirty days before the start date, our preference would be to have our crews running the actual planned routes by pickup truck, and continue to do so until the project start date. We hope this extra training will minimize mistakes and allow us to become familiar with the streets and addresses. Trident Waste has followed this training pattern successfully for residential collection routes for the City of Charleston, Charleston County Unincorporated areas, and the Summers Corner community.

We plan to service the first half of Kiawah Island with three 2024 rear-end loader vehicles on Mondays for MSW, and the second half of the island on Tuesdays. Wednesday will be a recycle day for the entire island. Thursday would be for yard debris for the entire island. Friday would be seasonal for the 2 times weekly back door collection service. Trident Waste will add a 4<sup>th</sup> Route vehicle to help with the heavy summer months if needed. All vehicles will be purchased new from the factory. Having new vehicles will minimize prolonged breakdowns.

- D. **Improve Service Levels & Programs** Trident Waste is exploring an additional software to help even further with video and service verification for the back door services. Photos on cellphones or tablets that will upload to our waste software is our goal for instant information transfer to Kiawah Island. It will be our job to have a zero complaint week every week.

Recycling is also a very important component to improving programs for Kiawah Island. The Green Initiative should be improved whenever possible. As new items can be included for recycling, Trident Waste will promote such programs.

Electric or hydrogen type vehicles are a possible transition in the future. In our opinion, time will be needed to perfect the full day usage of electric vehicles. Current battery life is not

adequate to complete a route. It may take several years to perfect, but be assured Trident Waste will endeavor to purchase greener vehicles as they become more efficient.

- E. **Experience & Qualifications** Trident Waste and Recycling with its management team has an extensive amount of waste and recycling experience, especially in the Lowcountry of South Carolina for 40 years. Our team of Logan Bland, Kenny Younginer, Stephanie Godfrey, George Fennell, Bob Shepard and Scott Fennell were all involved in servicing the Town of Kiawah Island during our ownership and management of Carolina Waste & Recycling over 10 years ago until our departure from CW&R over four years ago. We have an extensive background and knowledge of Kiawah Island and know the service demands that must be achieved on a daily basis. Our knowledge of Kiawah Island goes beyond just being a service provider, as four of the ownership team members are property owners on Kiawah Island. Trident Waste can assure the Town of Kiawah and its residents that neither service or safety will ever be compromised.

F. **Management Team and Key Personnel**

**Josh Pegram, Operations Supervisor** will be the primary supervisor for Kiawah Island. **Logan Bland, Operations Manager** supervisors and service team members will report to Logan. He has a vast amount of knowledge of Kiawah as he was directly responsible for the waste service contract during his tenure with Carolina Waste from its origination to five years ago.

**John Mitchell** Front End truck supervisor. John is a long time Johns Island resident and oversees the Front End driver team members.

**Kenny Younginer** is the General Manager of Trident Waste. Like Logan, he has previous experience with the Kiawah residential routes from his time with Carolina Waste. Logan Bland and his team report directly to Kenny.

**Scott Fennell** President of Trident Waste. Scott will have direct oversight of the Kiawah Island waste services contract and will be involved in all operational meetings and oversight.

- H. **Fleet & Equipment Utilized** Trident Waste will purchase three factory-new Mack Granite chassis and three 32 cubic yard Heil Rear-End Loader bodies (REL). The \$1,300,000 worth of equipment will be the designated pieces of equipment for Kiawah Island. The three vehicles will service the island on a daily basis, and we will have one extra REL as a backup in the event of a breakdown or required service of the regular fleet. Trident Waste will purchase 96 gallon carts from Sierra Container for residential recycling and MSW in dark grey and green. Utilizing 96 gallon carts will hopefully provide more opportunities to recycle than the previously provided 35 and 65 gallon carts. One Roll Off truck and one Front End truck will be more than adequate to service Kiawah Island's containers. One GMC 2500 series truck and expanded metal trailer will provide for the beach collection services. We have provided the service in the past for the Island and have found that vehicle was less prone to get stuck in the beach sand compared to a much larger compactor-type truck.

- I. **Fleet Tracking & Service Accountability** Trident Waste utilizes a camera & GPS software system called 3<sup>rd</sup> Eye. We have the ability to track in real time areas that have been serviced and which areas remain. Trident Waste vehicles have up to six cameras each to help determine service

verification and overall safety. Service can be verified by photo or video for each cart that is brought to the vehicle on REL trucks, on an FEL when a container is lifted, and back door service can be verified when the 96 gallon cart is brought to the REL vehicle. Back door services not retrieved can only be documented by a cell phone or tablet photograph, since 3<sup>rd</sup> Eye does not yet integrate with cell phone upload capability. Each REL will be required to check in with the Town of Kiawah Island and the designated supervisor prior to leaving the island to correct any issues that may have arisen on each day's route.

- J. **Staffing and Operational Plan** Trident Waste will provide the Town of Kiawah Island three new REL trucks for the first half of Kiawah Island every Monday for MSW curbside and backdoor collections, and the second half of Kiawah Island will be collected on Tuesdays for the same service. Each vehicle will have an experienced CDL driver and two helpers that will retrieve the carts. Wednesdays will be for comingled recycling collections for the entire island. Thursday will be for yard debris collection for the entire island using all three vehicles, and Fridays will be for the residents that choose twice weekly collections for the roughly four designated months. During the heavy summer months, a 4<sup>th</sup> Route vehicle may be required to service Kiawah Island for recycling or MSW. Trident Waste will add the additional vehicle if needed. The Front End route transition will be much more straightforward. We will have the route supervisor and the designated route driver practice the route starting two weeks from the contract service start date for the 162 Front End containers. We would hope to have a staging area on Kiawah for a smooth transition as we replace the current provider's containers with Trident Waste containers. There are only 7 Roll Off containers and placement should take only one day to complete. Staffing includes 3 drivers, 2 swing drivers, 6 helpers, CSR agent, Wilson Fennell, Phillip Coker, Josh Pegram, John Mitchell, Logan Bland, Kenny Younginer, Scott Fennell and one additional supervisor we may include for the Town of Kiawah Island.

- K. **Operational Contingency Plan** As mentioned in our cover letter, we began servicing the entire Johns Island area on July 1<sup>st</sup> for Charleston County, and we have been servicing the City of Charleston portion of Johns Island for almost three years. As a result, we cover the entire Island leading up to Kiawah Island, including Cassique, Kiawah River Estates, and Kiawah River Plantation. If a problem arises, we could potentially have additional vehicles to help in a short time frame.

The same service can be handled with Roll-Off and Front-End as we have numerous vehicles on Johns Island or in close proximity. In fact, Trident Waste front end vehicle services Fresh Fields M-Sat, and Roll off vehicles are on Kiawah Island daily collecting residential home builders.

Having equipment in close proximity, Trident Waste is extremely confident we can service the Town of Kiawah Island in an efficient and professional manner.

- L. **Beach Service Plan** The Trident Waste team is intimately familiar in servicing the beach. We were the first contracted service provider to provide waste collection. We propose to have a 2500 4WD type pick up to start at 7:00AM to complete the work with one person. Trident Waste will have a minimum of six personnel that will be familiar with the beach work. The pickup truck will enter in on end of Kiawah Island and will exit on the opposite end. Tides are always a factor so a tide schedule will be covered on a weekly basis. The pickup truck will

have an expanded metal trailer to minimize weight to prevent from being stuck in the sand. Large vehicles are always susceptible in being stuck. The waste will be transported back to our location, a FEL container in close proximity, or a close service vehicle.

Service will always take place depending on the tide between 7am and 10am before the beach gets crowded.

**MAYOR:**  
John Labriola

**TOWN ADMINISTRATOR:**  
Stephanie Monroe Tillerson

**TOWN ATTORNEY:**  
Joseph Wilson

**TOWN OF**



**TOWN COUNCIL MEMBERS:**  
John Moffitt  
Bradley D. Belt  
Michael Heidingsfelder  
Russell A. Berner

Subject: Town of Kiawah Island Solid Waste RFP  
Title: Addendum 1  
Date: September 19, 2023

Questions:

Can Town provide a version of the RFP in either word or excel?

A: Yes, the Town can provide all interested offerors a copy of the RFP in Word format

Due Date- would Town consider moving due date to Friday, 10/6/23?

A: Yes, the due date can be extended to October 6, 2023. Bids will be due at 10am with a public bid opening to take place at Town Hall at 10:30am

Customer Base- request digital copy of Customer Base.

A: A digital and hard copy of the customer base will be provided.

Section 6.0 Contract for Services- can a sample contract be provided for legal department review?

A: Town will provide a sample contract for legal review. This will be strictly for sample purposes, and not intended to be binding for The Town or the contractor. The fully executed contract following the award by Town Council in response to this RFP will be the prevailing document.

Exhibit A- should replies be limited to space provided in Exhibit A?

A: Replies are not limited to the space provided.

Submittal Form- Page 9- Proposed Annual Fee- can Town advise on how to calculate this number?

A: The annual fee will be calculated by the contractor based on the number of customers, service level, and units to be serviced on an annual basis.

FEL service & RO (20-yd sectioned recycle bins) – does Town want pricing per service, not per month.

A: The Town would like pricing per service.

FEL dumpsters- can Town provide a list with frequencies/schedules?

A: The Town can provide a list of current frequencies and schedules.

FEL dumpsters for recycle service- It is mentioned in 2.1.e but not included on the pricing page.

A: Please include this number on the pricing page.

CPI or annual price increase- does Town allow an Annual CPI type price increase?

A: Any CPI will come as a request from the contractor and must be approved by the Town Council.

Subscription Levels by Subscription			EXHIBIT C				
DETAIL			Service Types and Subscription Levels				
Service Type	Subscription Level	Percentage					
Curbside Service	984	21%					
Curbside with 2 cans ( 62 )							
Backdoor - 1xwkbkdr	394	8%					
Backdoor with 2 cans ( 44 )							
Friday backdoor garbage/recycling - 2xwkbkdr	1109	24%					
Friday with 2 cans ( 370 )							
Home Owners Associations (HOA) - 2xwk	419	9%					
Regimes (Dumpsters)	867	18%					
Yard debris only -undeveloped lots	498	11%					
	4271	91%					
SUMMARY							
Single Family with yard debris	Yard Debris Only	Regime Units Serviced by dumpsters	HOA serviced with 90 gallons	Total			
2906	498	867	419	4690			

**SUBMITTAL FORM**  
**(Offeror to complete all blanks)**

DATE: September 29, 2023

**ORGANIZATIONAL INFORMATION**

NAME OF OFFEROR: Trident Waste & Recycling LLC

BUSINESS ADDRESS: 5264 B International Blvd Suite 100  
North Charleston, SC 29418

**BY SUBMITTING HIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:**

1. that he has carefully examined specifications for the Services;
2. that he is familiar with all the conditions surrounding the performance of the Services;
3. that, if awarded the Contract, he will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. that he understands that the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. that, if awarded the Contract, he will enter and execute a contract as required in the Invitation to Bid;
6. that the Offeror is legally able to enter into and perform a contract, if awarded;
7. that the Offeror is current on all taxes and fees owed to the Town.
8. that the Offeror has proof of insurance as required by the Town.

## SUBMITTAL FORM

COMPANY NAME: Town of Kiawah Island  
 Contract Title: Solid Waste Collection  
 Contract Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Geographic Area Served Town of Kiawah Island  
 Scope of Work: Collection of MSW, yard debris, recycling (curbside & Backdoor) Beach collection  
 Contracting Office: R FEL & RO.  
 Contact Name: Rusty Lameo Services  
 Title: Former Public Works Director Town of Kiawah Island  
 Address: 6 Martinique  
 City: Myrtle Beach State: SC 29572  
 Telephone: (843) 697-1959  
 Email: \_\_\_\_\_

COMPANY NAME: City of Charleston  
 Contract Title: \_\_\_\_\_  
 Contract Period: From 2021 to 2028  
 Geographic Area Served Outside of I-526 & Johns Island (over 16,000 homes)  
 Scope of Work: Collect curbside waste, yard debris, and bulk  
 Contracting Office: Matt Alltop  
 Contact Name: Matt Alltop  
 Title: Deputy Director of City of Charleston  
 Address: 2150 Milford Street  
 City: Charleston State: SC 29405  
 Telephone: (843) 513-4899  
 Email: alltopm@charleston-sc.gov

## SUBMITTAL FORM

COMPANY NAME: Charleston County  
 Contract Title: Charleston County  
 Contract Period: From July 1<sup>st</sup> 2023 to 2028  
 Geographic Area Served Unincorporated areas of Charleston County (Johns Island & Bees Ferry)  
 Scope of Work: Collect waste, yard debris, bulk, and some recycling @ 5,800 homes  
 Contracting Office: \_\_\_\_\_  
 Contact Name: Thomas Cue  
 Title: Charleston County Environmental Director  
 Address: 1344 Bees Ferry Road  
 City: Charleston State: SC 29414  
 Telephone: (843) 697-5466  
 Email: tcue@charlestoncounty.org

COMPANY NAME: Summers Corner Community  
 Contract Title: \_\_\_\_\_  
 Contract Period: From 2022 to \_\_\_\_\_  
 Geographic Area Served Summers Corner, Dorchester County  
 Scope of Work: MSW cont 1x weekly, Yard debris, curbside recycling  
 Contracting Office: Poston & Company  
 Contact Name: Kathryn Reynolds  
 Title: Vice President  
 Address: 635 Rutledge Ave Suite 105  
 City: Charleston State: SC 29403  
 Telephone: 843 937-6886  
 Email: Kathryn@postoncm.com

and units' locations before completing this section.

The contractor may offer Town other offers or service enhancements as an addendum to the proposal.

### Single Family Solid Waste Collection

Please provide in **Exhibit A** (Submittal Form) a cost for each monthly pick-up per service type listed below.

- Monthly rate for **curbside** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$ 13<sup>00</sup> per unit.
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$ 12<sup>75</sup> per cart at the same address (multiple cart fee).
- Monthly rate for **curbside** residential recycling service using contractor-owned ~~+/- 35-gallon bins or~~ +/- 90-gallon roll-carts \$ 7<sup>00</sup> per unit.
- Monthly rate for additional (recycle) ~~+/- 35-gallon bins or~~ +/- 90-gallon roll-carts \$ 12<sup>75</sup> per cart at the same address (multiple cart fee).
- Monthly rate for one time per week **backdoor** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$ 32<sup>00</sup> per unit.
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$ 25<sup>00</sup> per cart at the same address (multiple cart fee).
- Monthly rate for one time per week **backdoor** residential recycling service using contractor-owned ~~+/- 35-gallon roll-carts or~~ +/- 90-gallon roll-carts \$ 15<sup>00</sup> per unit.
- Monthly rate for additional (recycle) ~~+/- 35-gallon bins or~~ +/- 90-gallon roll-carts \$ 25<sup>00</sup> per cart at the same address (multiple cart fee).
- Monthly rate for **twice per week backdoor** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$ 42<sup>00</sup> per unit.
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$ 30<sup>00</sup> per cart at the same address (multiple cart fee).
- Monthly rate for **twice per week backdoor** residential recycling service using contractor-owned +/- 90-gallon roll-carts \$ 125<sup>00</sup> per unit.
- Monthly rate for additional (recycle) ~~+/- 35-gallon bins or~~ +/- 90-gallon roll-carts \$ 30<sup>00</sup> per cart at the same address (multiple cart fee).

### Yard Debris Collection

- Monthly Rate for one time per week residential **curbside** yard debris collection \$ 4<sup>00</sup> per unit.

Pricing for the 419 HOA units will be \$40<sup>00</sup> per month for twice per week back door residential solid waste service and once per week residential recycling service.

### Multi-family Solid Waste Collection

- Fee for collection of each 4-yard dumpster \$ 11<sup>00</sup>
- Fee for collection of each of 6-yard dumpster \$ 13<sup>00</sup>
- Fee for collection of each of 8-yard dumpster \$ 15<sup>00</sup>
- Fee for collection of each +/- 90-gallon roll-carts recycling \$ 3<sup>00</sup>

### Public Solid Waste Collection Sites

- Fee for collection of each of 20-yard dumpster \$ 295<sup>00</sup>
- Fee for collection of each of 6-yard dumpster \$ 13<sup>00</sup>
- Fee for collection of each of 8-yard dumpster \$ 15<sup>00</sup>

### Beach Solid Waste Collections

- Yearly cost to empty up to <sup>42</sup>~~38~~ solid waste stations (3 - 40-gallon cans per station)  
\$ 102,012 per year.

### Special Solid Waste Collections

Quarterly fee per <sup>day</sup>~~ton~~ for curbside residential brown trash collection \$ \$5,655<sup>00</sup>

Quarterly fee per <sup>day</sup>~~ton~~ for hazardous waste and electronic recyclable collection from a central location at the Municipal Center \$ 1,995<sup>00</sup> to Charleston County

### Cart Delivery

- Hourly fee for delivering new carts to residences \$ 95<sup>00</sup>

## **2.3 Educational and Promotional Programs**

The Contractor, as part of its proposal, shall provide, at no cost to the Town, the most up-to-date educational brochures about the recycling program and waste reduction. The Contractor shall include samples of promotional materials. The Town reserves the right to edit and or alter promotional materials to remain consistent with town initiatives and standards. As an alternative, the Town of Kiawah may accept the Contractor working with, contributing to, or quantitatively supporting organizations that conduct educational activities focused on recycling and waste reduction.

The Contractor shall provide a customer informational brochure to each household describing the service they are providing at the beginning of the contract and to new Town subscribers prior to initiation of service.

## **2.4 New Customers or Newly Developed Areas**

Within five (5) days of notification of the Town, the contractor will provide collection services of the same frequency and quality otherwise required of this contractor to newly developed and/or newly annexed areas. As new residential units are being constructed and occupied within the Town, the

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all services, materials, equipment, and labor, except as otherwise noted, for the Solid Waste Collection Program in exchange for the following fee based on provided customer database and cost format:

**Proposed Annual Fee**

Due to the incomplete information of service levels for front-end and roll off we cannot provide a total Annual Fee.

NAME OF COMPANY: Trident Waste & Recycling LLC

By:

[Signature]  
Signature

G. Scott Fennell  
Print Name

Title: President (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 5264 B International Blvd Suite 100

City: North Charleston State: SC Zip: 29418

Telephone Number: (843) 576-5050 Business Fax Number: (843) 723-0807

Is your firm a ☒ LLC Corporation, ☐ Sole Proprietorship, or ☐ Partnership?

If incorporated, please list state of incorporation: South Carolina

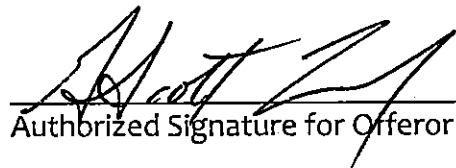
FEIN or SSN: 85-2935577

## NON-COLLUSION OATH

COUNTY OF: CHARLESTONSTATE OF: SOUTH CAROLINA


Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared G. SCOTT FENNELL and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

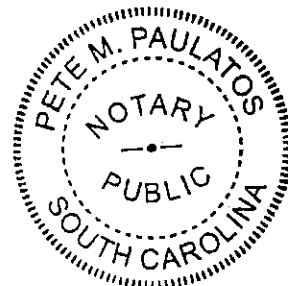
SWORN TO BEFORE ME THIS 22<sup>ND</sup> DAY OF SEPTEMBER, 2023

  
Authorized Signature for Offeror

Please print Offeror's name and address:

G. SCOTT FENNELL  
5264B INTERNATIONAL BLVD, SUITE 100  
N. CHARLESTON, SC 29418

  
\_\_\_\_\_

PRINT NAME: PETE M. PAULATOSNOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINAMy Commission Expires: 6.12.2024

**BUSINESS LICENSE:**

The Offeror is not required to have valid business licenses to submit a Proposal. However, Offeror's must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid Town of Kiawah Island Business License?

☒ Yes ☐ No If yes, list the number SBL20-000667

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

**INSURANCE:**

The successful offeror, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

**WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

EMPLOYER'S LIABILITY: \$1,000,000

BODILY INJURY LIABILITY: \$1,000,000 each occurrence

EXCEPT AUTOMOBILE: \$1,000,000 aggregate

PROPERTY DAMAGE LIABILITY: \$1,000,000 each occurrence

EXCEPT AUTOMOBILE: \$1,000,000 each occurrence

AUTOMOBILE BODILY INJURY: \$1,000,000 each person

LIABILITY: \$1,000,000 each occurrence

AUTOMOBILE PROPERTY DAMAGE LIABILITY: \$1,000,000 each occurrence

EXCESS UMBRELLA LIABILITY: \$2,000,000 each occurrence

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

**BUSINESS LICENSE CERTIFICATE**

**TOWN OF KIAWAH ISLAND**  
4475 BETSY KERRISON PKWY  
KIAWAH ISLAND, SC 29455  
Phone: (843) 768-9168 FAX (843) 768-4764

**Trident Waste & Recycling LLC**  
5264B International Blvd, Suite 100  
N Charleston, SC 29418

**2023**

**BUSINESS NAME:**  
Trident Waste & Recycling LLC

**BUSINESS DESCRIPTION:**  
Trucking/Hauling

**BUSINESS OWNER:**  
Pete Paulatos

**Class**  
2

**BUSINESS LOCATION:**  
5264B International Blvd, Suite 100  
N Charleston, SC 29418

**NAICS CODE:**  
484121

**BUSINESS LICENSE NUMBER: SBL20-000667**

<b>Account Number:</b>	20-004268
<b>Business License Number:</b>	SBL20-000667
<b>Effective Date:</b>	05/02/2023
<b>Expiration Date:</b>	04/30/2024

RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE. NON RESIDENT BUSINESS MUST KEEP IN POSSESSION. NOTIFY THE BUSINESS LICENSE OFFICE OF ANY CHANGES IN LOCATION OR OWNERSHIP.

**INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**MINORITY/WOMEN-OWNED ENTERPRISE:**

Are you a Minority or Woman-Owned business? \_\_\_ Yes ☒ No

If so, are you certified? \_\_\_ Yes \_\_\_ No

If you are certified, you must furnish a copy of your certificate with your submittal.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	<b>CONTACT NAME:</b> Rob Vantrease	<b>FAX [A/C, No]:</b> 615-515-6001	
	<b>PHONE [A/C, No, Ext]:</b> 615-515-6057	<b>E-MAIL ADDRESS:</b> rvantrease@com-ins.com	
<b>INSURED</b> Trident Waste & Recycling LLC 5264B INTERNATIONAL BLVD STE 100 North Charleston SC 29418	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Crum & Forster Specialty Ins.		44520
	<b>INSURER B:</b> Trisura Specialty Insurance Company		16188
	<b>INSURER C:</b> Lloyd's of London		15792
	<b>INSURER D:</b> Accident Fund General Ins Co		12304
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1276954040

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPK-141352	10/14/2022	10/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MIW-BUR21C027-053	10/14/2022	10/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EFX-121355	10/14/2022	10/14/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	AF WCV 100084887 01	10/14/2022	10/14/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Auto Physical Damage Excess Auto Physical Damage		KPB-20220504-236 22TAP01-0274-TIP	10/14/2022 10/14/2022	10/14/2023 10/14/2023	Comp/Coll Deductible 5,000/10,000 Comp/Coll Deductible 5,000/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Information Purposes

**CERTIFICATE HOLDER****CANCELLATION**

For Evidence of Insurance  
Trident Waste & Recycling, LLC; 5264B International  
North Charleston SC 29418

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Trident Waste & Recycling Equipment List

UNIT #	Year	Manufacturer	CHASSIS TYPE	BODY TYPE	CHASSIS SERIAL #	Tag #
50	2015	GMC	Sierra 1500	Service	3GTU2TEC1FG120944	PSM792
51	2014	Ford	F150	Service	1FTNF1CF8EKF14412	P628069
52	2021	GMC	Sierra 1500	Service	3GTN8AEH8MG333776	P822538
53	2010	Chevrolet	Silverado 3500	Service	1GC7C1B3AF109791	LUC767
54	2022	GMC	Sierra 3500	Service	1GD39SEY5NF302509	P851697
100	2020	Mack	Galbreath Roll Off	GR64F	1M2GR4GC6LM018605	P803885
101	2020	Mack	Galbreath Roll Off	GR64F	1M2GR4GC4LM018604	P805530
102	2021	Mack	Galbreath Roll Off	GR64B	1M2GR3GC4MM025354	P813085
103	2022	Mack	Galbreath Roll Off	GR64B	1M2GR2GC8NM026258	P857162
104	2022	Mack	Galbreath Roll Off	GR64B	1M2GR3GC3NM027632	P824940
105	2022	Mack	Galbreath Roll Off	GR64B	1M2GR3GC7NM027648	P828925
106	2022	Mack	Galbreath Roll Off	GR64B	1M2GR3GC1NM027628	P871814
107	2023	Mack	Galbreath Roll Off	GR64B	1M2GR2GC6PM031588	P831665
108	2023	Mack	Galbreath Roll Off	GR64B	1M2GR3GC4PM035192	P857185
109	2023	Mack	Galbreath Roll Off	GR64B	1M2GR3GC6PM032939	P847969
110	2022	Mack	Galbreath Roll Off	GR64B	1M2GR2GC8NM028463	P860772
111	2024	Mack	Galbreath Roll Off	GR64B	1M2GR3GC3RM039169	P860773
112	2024	Mack	Galbreath Roll Off	GR64B	1M2GR3GCXRM039167	P866835
113	2024	Mack	Galbreath Roll Off	GR64B	1M2GR3GC1RM039168	P874011
200	2021	Mack	Heil Dura Pack 5000 27 Yd	GR64B	1M2GR2GC6MM023275	P807634
201	2021	Mack	Heil Dura Pack 5000 27 Yd	GR64B	1M2GR2GC8MM023276	P807636
202	2021	Mack	Heil Dura Pack 5000 27 Yd	GR64B	1M2GR2GCXMM023277	P807635
203	2021	Mack	Heil Python 28 yd	LR64	1M2LR2GC6MM005034	P807642
204	2021	Mack	Heil Python 28 yd	LR64	1M2LR2GC2MM005032	P807643
205	2021	Mack	Heil Python 28 yd	LR64	1M2LR2GC4MM005033	P807640
206	2021	Mack	Heil Python 28 yd	LR64	1M2LR2GC0MM005031	P807641
207	2022	Mack	Labrie Automizer 31 Yd	LR64	1M2LR2GC7PM006651	P847864
208	2022	Mack	Labrie Automizer 31 Yd	LR64	1M2LR2GC3PM006646	P852352
209	2023	Mack	New Way RotoPac 27 Yd	LR64	1M2LR2GC8PM008392	P866756
210	2023	Peterbuilt	New Way Viper 11yd	536	2NPKHM6X4PM876492	P866833
211	2023	Mack	New Way Sidewinder 31 yd	LR 64	1M2LR2GC5PM008253	
300	2020	Mack	Heil 28 YD FEL	TE64	1M2TE2GCXLM004060	P803667
301	2020	Mack	Heil 28 YD FEL	TE64	1M2TE2GC1LM004061	P803666
302	2022	Mack	Heil 28 YD FEL	TE64	1M2TE2GC6NM006732	P819521
303	2022	Mack	Heil 28 YD FEL	TE64	1M2TE2GC2NM007005	P828946
304	2022	Mack	Heil 28 YD FEL	TE64	1M2TE2GC0NM007004	P828947
305	2023	Mack	Heil 28 YD FEL	TE64	1M2TE2GC9PM008168	P840498
306	2023	Mack	Heil 28 YD FEL	TE64	1M2TE2GC7PM008167	P847802
307	2023	Mack	Heil 28 YD FEL	TE64	1M2TE2GC1PM009735	P857030
308	2023	Mack	Heil 28 YD FEL	TE64	1M2TE2GC1PM009736	P857073
309	2024	Mack	Heil 28 YD FEL	TE64	1M2TE2GC4RM010378	P860882
310	2024	Mack	Heil 28 YD FEL	TE64	1M2TE2GC7RM010469	P874010
400	2020	Kenworth	Galbreath Cont. Del.	T370	2NKHMM7XXLM397194	P803884
500	2022	Kenworth	Peterson Grapple Loader	T370	2NKHMM7X7NM474864	P807684
501	2022	Kenworth	Peterson Grapple Loader	T370	2NKHMM7X7NM474865	P807683
502	2022	Kenworth	Packmat PK607 Roll Packer	T270	2NKHMM6X9NM145991	P835999
503	2023	Mack	Peterson Grapple Loader	MD	1M2MDBAB7RS072747	P865884
700	2004	Superior	Superior	Gooseneck Trailer	4M8FZ24354D000199	
701	1990	Galbreath	Trailer	Pup Trailer	14MAA42B5LA001511	75763PT
800	2022	John Deere	310SL	Backhoe Loader	1T0310SLCMF411503	n/a

# Verif-Eye® - Residential Rear Loader - Object Detection

The first positive service verification solution  
custom-designed for rear load garbage trucks.

## The Challenges

Providing irrefutable documentation when service did or did not occur with a Rear End Loader (REL) has never been possible for waste haulers, causing operators to have to perform go-backs or prove why service was not provided. Rear loaders also pose many challenges in the field as they use little to no automation for collection of waste and "take all" waste routes.

Unlike most vehicles, rear loaders operate in tough environments that handle loose, containerized, bulk, and even yard waste. Even when equipped with tippers, and teams have been instructed to only collect containerized waste, many times the operators will still hand-throw the waste, making it difficult to track what truly happened for every stop on a route.

## The Solution

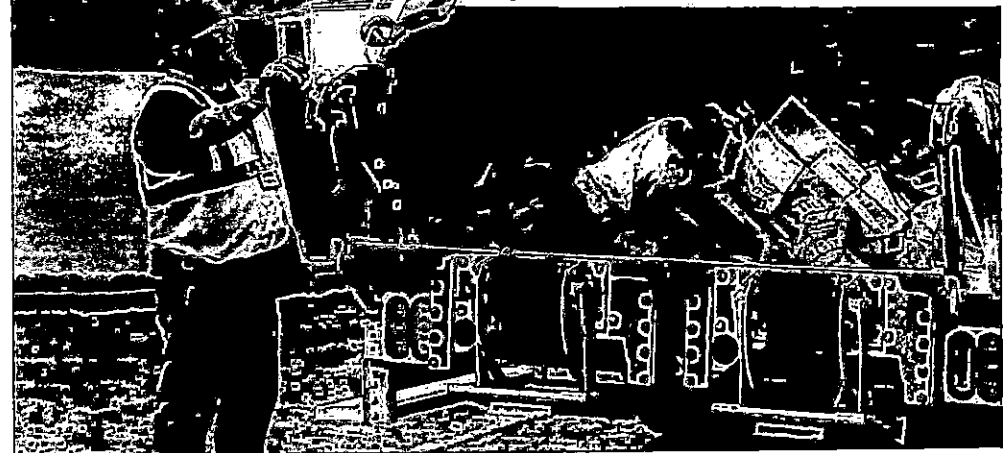
A residential rear loader featuring Verif-Eye® allows fleets to KNOW when service occurred - with full photo/video, time stamp, and geolocation documentation. With or without imagery, each event of waste being thrown or dumped into the hopper is captured automatically with no manual action required by the operator.

Verif-Eye's intelligent metrics quickly identify how many objects enter the hopper AND the time spent by the vehicle at each service stop. All critical information to help haulers identify the total cost of collection for each service, while ensuring that customers are satisfied with the service provided!

Timestamped, geolocated, and customer-associated, haulers can quickly and efficiently search for service events in the 3rd Eye system. Plus, with real-time data, vehicles can be viewed on-route, allowing fleets to be informed whether a vehicle is on the way to the customer, or if service has already been completed.



## REAR LOAD VERIF-EYE



## Value Overview

- Minimize go-backs
- Capture service completion
- Calculate total cost of collection
- Understand total quantity of collected waste
- Identify operator best practices
- Increase routing efficiency
- Improved sustainability

## Perfect For




REFUSE




**Learn More or Request a Demo**

1-866-804-2984 | [info@3rdeyecam.com](mailto:info@3rdeyecam.com)

Visit us online: [www.3rdEyeCam.com](http://www.3rdEyeCam.com)



- Status
- Reports
- Advanced Reports
- Fleet
- Live Streaming
- Events to Review
- Driver Events
- Service Events
- Video Requests
- Service Requests
- Event Search
- Coaching Sessions
- Collections
- Vehicle Health
- Administration



Logout

Fleet 203
Details
Change Service
Driver
Site Event
Breadcrumbs
Auto Refresh: 30 Seconds
?

☐ Last position
Path up to: 06/21/2022
03:45 PM
For: 3 Hours
Playback: Instant
Replay

Locate Event:
☒ Path
☒ Driver Events
☒ Service Verifications
☒ Service Exceptions
☒ Idle / Ignition Events
☒ Geo-Fences

Collection Stops:
Locate Address:
Locate

Legend:
Moving
Idling
Stopped
Idling (min): 0-2 2-10 10-30 30+
Ignition: On Off
Stops: Serviced Extra Stop Serviced Skipped Not Serviced Yet

Map
Satellite

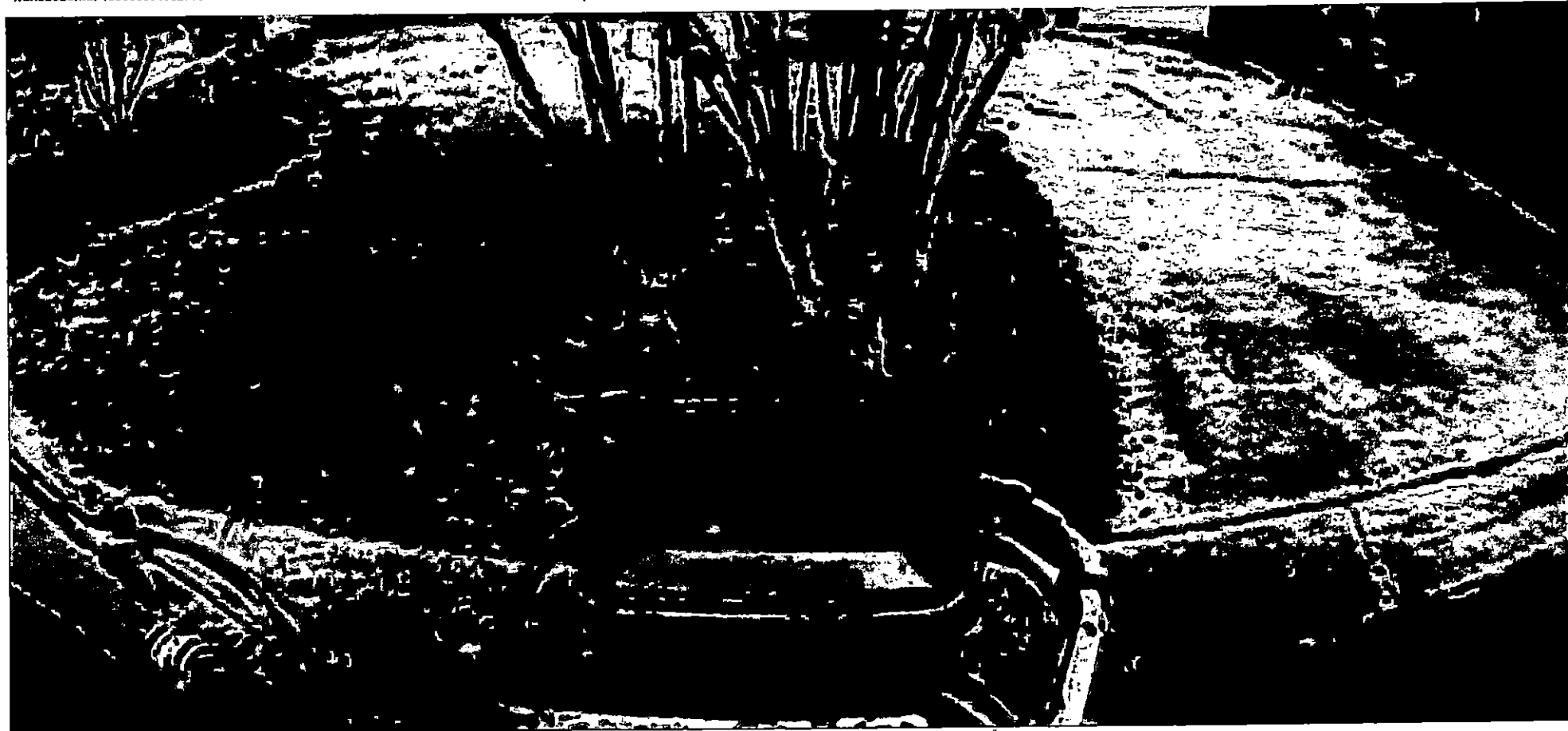
203 Event# 2627422523, Status: New  
Date/Time: 06/21/22 02:59:35 PM  
Driver: Delesline, Frankie  
Driver-triggered: Container Serviced  
Customer ID: 0  
Pickup Distance(ft): 0  
Confidence Level: 50%

Address: 17 Oatly Cir, Charleston, SC 29414  
Position: 32.840811710947236, -80.07790537382613

Google

Container Verification: Time, Driver, Address

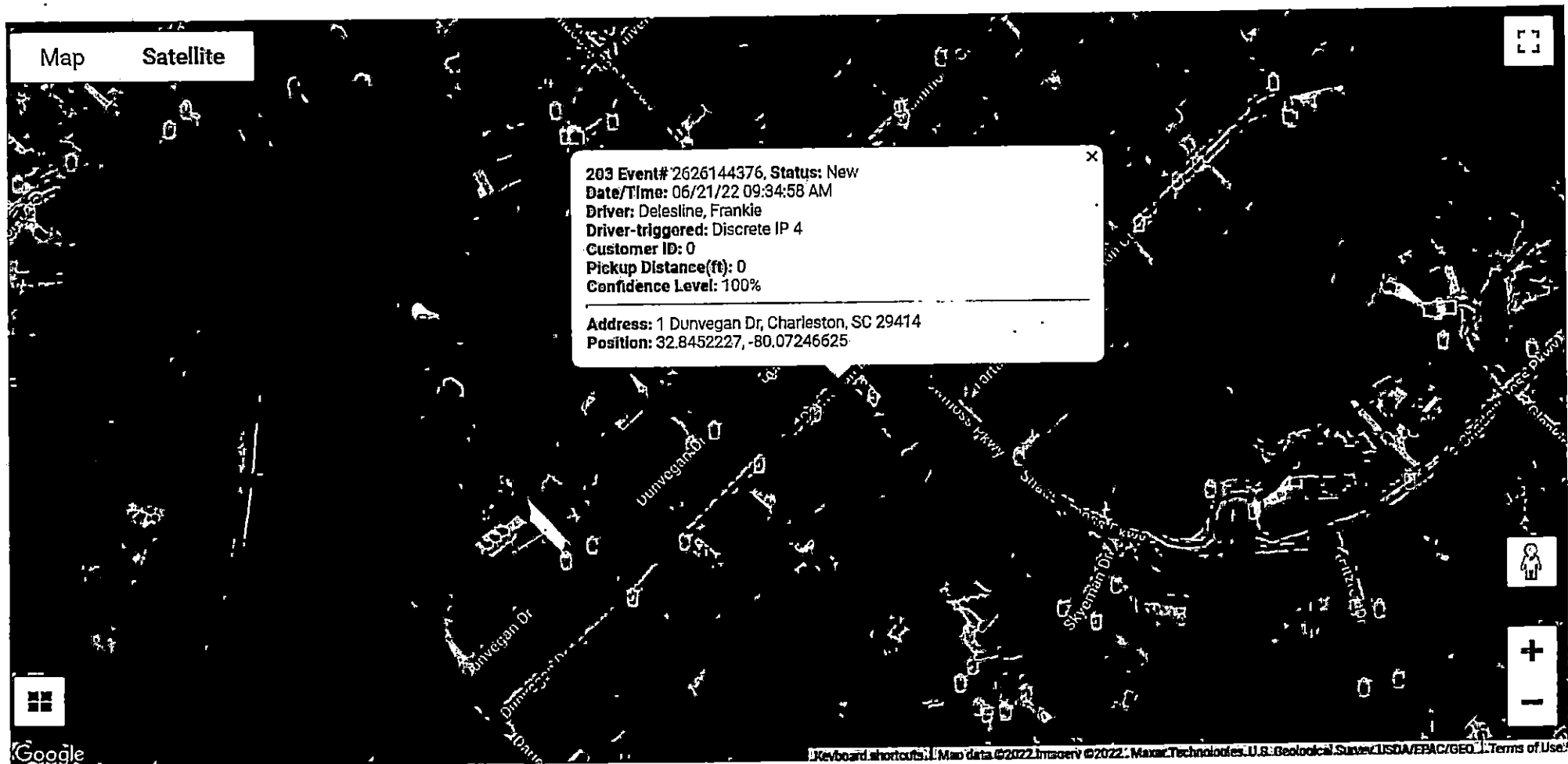
06/21/2022 03:00:15 PM Event: 2627424899 Vehicle: Trident Waste & Recycling / 203  
Stop ID#: 0 Name: Type: Status: Unknown Stop  
Route: Stop Address: 9 Oatly Cir, Charleston, SC 29414 Contract: Customer Number: Confidence Level:  
TransactionId: 1655838015627994 ReferenceId: E415F628DE0812223212841655838015627994 Reason:



**Verification of container being serviced**



# Route Completion



Can Not out Notification

# **TOWN OF KIAWAH ISLAND**

**COUNTY OF CHARLESTON**

## **SERVICES CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES**

**THIS SERVICES CONTRACT** (the "Contract") is made and entered into as of July 1, 2024 (the "Effective Date"), by and between **Trident Waste and Recycling**, a South Carolina corporation doing business in South Carolina (the "Company"), and the **Town of Kiawah Island**, a South Carolina municipal corporation (the "Town"). This contract will be

### **RECITALS**

**WHEREAS**, the Town issued a Request for Proposals for Solid Waste Collection Services dated September 13, 2023. This Request for Proposals, together with all attachments and addenda, is referred to herein as the "RFP".

**WHEREAS**, in response to the RFP, the Company submitted to the Town a proposal dated October 6, 2023. This proposal, together with all attachments, is referred to herein as the "Proposal."

**WHEREAS**, the Town and the Company now desire to enter into an arrangement for the Company to provide Solid Waste Collection Services for the Town, all in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

### **CONTRACT**

#### **Section 1. INCORPORATION OF EXHIBITS**

The following Exhibits are attached to this Contract and are incorporated into and made a part of this Contract by reference:

**Exhibit A: Scope of Work**

**Exhibit B: Pricing**

**Exhibit C: Insurance Certificate**

**Exhibit D: Proposal**

Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to Trident or Trident Waste and Recycling in the Exhibits shall be deemed to mean the Company.

#### **Section 2. DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

**Backdoor collection:** Refers to Services where the Company shall collect the garbage or recycling container and bring to the curb and empty and then roll container back to the area of pickup for that Customer on the list.

**Bulky Item:** Refers to items such as household furnishings, household appliances, mattresses, box springs, lawn equipment and similar household items too large to be placed in a rollout container.

**Collection Schedule:** Refers to the defined days of Residential Trash and Recycling Collection Services as authorized by the Town of Kiawah Island.

**Contract:** Refers to this executed agreement signed by both the Town and Company.

**Curbside Collection:** Refers to Services to households where the Customer is responsible for setting out their garbage and recyclable containers at the curb on the authorized day of service.

**Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of solid waste, garbage or recyclables as determined by the Town.

**Improper Disposal:** Refers to Solid Waste in possession of Company that are not disposed of in the Designated Disposal Facility, and/or Recyclables in possession of Company that are not delivered to the Designated Disposal Facility in accordance with the Contract.

**Incomplete Route:** Refers to a collection route where Services have not been completed on the scheduled collection day.

**Master Equipment List:** Refers to a roster of all authorized equipment assigned to the Contract Area that is owned and/or operated by the Company.

**Missed Collection:** Refers to properly prepared and placed garbage or recycling not picked up on the scheduled collection day. Trash and Recycle cans that are not emptied completely will be counted as a missed collection.

**Recyclable(s):** Refers to cardboard, newspapers and accompanying inserts, paper/paper products, spiral paper, cans, glass, plastic, aluminum, bi-metal, steel, tin, and other items determined to be Recyclable by the County.

**Recyclable Container:** Refers to the container(s) identified, designated and authorized by the Town solely for the purpose of collecting Recyclables.

**Route:** Refers to a grouping of contiguous service locations agreed to by the Town and the Company where Services will be provided by the Company.

**Services:** Refers to all Solid Waste Collection Services as identified in this contract including garbage, recycling and special collections.

**Solid Waste:** Refers to garbage, trash, or recyclables, which may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans; and other Solid Waste including yard debris and bulky items. Solid Waste shall not include discarded building materials, trees, brush, and other materials resulting from the activities of building contractors, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

**Uncured Missed Collection:** An *Uncured Missed Collection* takes place when a missed collection

is reported by the Town to the Company, and the Company fails to pick up the missed collection within twenty-four (24) working hours of the time when the missed collection is first reported to the Company. Any missed collection that is reported by town staff to the contractor prior to 2:00pm shall be collected by the contractor on the same day, or will otherwise be documented as an uncured missed collection. However, if a missed collection is reported to the Company on a Friday before 4:30p.m., the Company is required to pick up the Missed Collection by the following Monday or the missed collection then becomes an *Uncured Missed Collection*.

If the *Uncured Missed Collection* is yard debris, and after further investigation by the Town and the Company, it is determined that the size of the yard debris is too large to be picked up in a single collection, then that *Uncured Missed Collection* will not be included in any count of *Uncured Missed Collections*.

**Unit:** Refers to one (1) single residence or one (1) Designated Non-Residential Location unless otherwise specified by the Town.

**White Goods:** Refers to household appliances including refrigerators (drained of Freon), ranges, washers, dryers, water heaters, dishwashers, and other similar items.

**Yard Debris:** Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are bagged separately from other Solid Waste. Smalls trees, shrubs, or tree branches cannot not exceed four (4") inches in diameter and six (6') feet in length.

### **Section 3. DESCRIPTION OF SERVICES**

**3.1.** The Company shall perform the Services described in Exhibit A attached to this Contract and incorporated herein by reference (the "Services"). The Company shall perform the Services throughout the Town, except to the extent the Town specifically agrees in writing to the contrary. Unless otherwise provided in Exhibit A, the Company shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services. The Contractor shall perform all services in accordance with Articles of the Town of Kiawah Island's Solid Waste Management Ordinance.

**3.2.** The Company will comply with the schedule set forth in Exhibit A in performing the Services. The parties agree that time is of the essence in having the Company perform the Services as specified in Exhibit A. All references to days in this Contract (including the exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term "business days." Any references to "business days." shall mean the days that the Town's offices are open for the public to transact business.

### **Section 4. COMPENSATION**

**4.1. TOTAL FEES AND CHARGES** - The Town agrees to pay the Company for the Services at the Unit rates set forth in Exhibit B, and will not be increased except by a written amendment duly executed by both parties. The Company may request to negotiate unit rate adjustments based on, but not limited to, fuel costs, commodity rates and the Consumer Price Index, by providing written notice to the Town ninety (90) days prior to the contract anniversary.

**4.2. INVOICES** - Each month, the Company shall submit an invoice to the Town detailing the number of Units serviced by the Company during the preceding month, broken down by the task performed and type of service, i.e. garbage, recycling, curbside or backyard etc. A tonnage report will be required

each month by the Contractor and should accompany the invoice. The contract shall provide the Town with the dump tickets from the County Landfill for garbage and recyclables collected from the Town on a monthly basis and should accompany the invoice.

**4.2.1.** The Company shall mail all invoices to:

**Town of Kiawah Island**  
Attn: Accounts Payable  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455

**4.2.2.** The Town will pay undisputed, properly submitted invoices within thirty (30) days after the receipt of the Company's invoice (the "Due Date").

**4.2.3.** As a condition of payment, the Company must invoice the Town for Services within 15 days after such Services are performed. THE COMPANY WAIVES THE RIGHT TO CHARGE THE TOWN FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED TO THE TOWN WITHIN 60 DAYS AFTER SUCH SERVICES WERE RENDERED.

**4.4. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS** - The Company acknowledges and agrees that its employees and subcontractors are not employees of the Town. The Company represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with provision of the Services.

**4.5. REVENUE SHARING** - The Contractor and the Town shall share 50% of revenue received from recyclable goods collected under this project. The Company will provide a monthly report including the receipts for recycling pricing per commodity and total tonnage to document. The Company will send a check to the Town for the Town's portion of the revenue sharing.

## **Section 5. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES**

The Company shall identify and request in writing from the Town in a timely manner:

- 1) all information reasonably required by the Company to perform the Services,
- 2) a list of the Town's personnel whose presence or assistance reasonably may be required by the Company to perform the Services, and
- 3) any other equipment, facility or resource reasonably required by the Company to perform the Services.

Notwithstanding the foregoing, the Company shall not be entitled to request that the Town provide information, personnel or facilities other than those which Exhibit A specifically requires the Town to provide, unless the Town can do so at no significant cost.

The Company shall not be relieved of any failure to perform under this Contract by virtue of the Town's failure to provide information, personnel, equipment, facilities or resources:

- 1) that the Company failed to identify and request in writing from the Town pursuant to this Section; or
- 2) which the Town is not required to provide pursuant to this Contract. In the event the Town fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the Town in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the Town's failure to

provide such information, personnel, facility or resource.

## **Section 6. REMOVAL AND REPLACEMENT OF COMPANY PERSONNEL**

The Town will have the right to require the removal and replacement of any personnel of the Company who are assigned to perform Services to the Town. The Town shall be entitled to exercise such right in its sole discretion by providing written notice to the Company if the Town determines in good faith, that an employee of the Company is not performing the Services as required by this Contract.

The Town will first provide verbal notification to the Company at the time of the incident allowing a fifteen (15) period for evaluation and disciplinary action, but reserves the right to require immediate termination if deemed necessary.

The Company will replace any personnel who leave during the term of this Contract with equivalently qualified persons. The Company will replace such personnel as soon as reasonably possible, and in any event within thirty days after the Company first receives notice that the person will be leaving.

As used in this Contract, the term "personnel" includes all staff provided by the Company involved in performing the Services identified in Exhibit A to this Contract.

## **Section 7. CONTAINERS AND OTHER EQUIPMENT**

The Contractor shall be required to provide all containers, vehicles and equipment to deliver the required and or proposed level of service starting on the execution date. If any equipment or vehicles that are to be purchased or otherwise designated to the services set forth in this contract are not procured before the execution date, the Contractor will rent or borrow such equipment or vehicles to use in the interim. All containers shall be imprinted with the Town seal and name. The Contractor shall also be responsible for all maintenance, upkeep and replacement of all containers or equipment.

The Contractor shall provide and maintain during the entire period of the Contract, a fleet of Solid Waste/Recycling vehicles sufficient in number, capacity, and condition to perform the work and render the services required by the Contract. All contractor vehicles must be clearly identified as Town of Kiawah Island and dedicated for service of this project.

All loads designated as Town of Kiawah Island at the landfills must only include solid waste from Kiawah Island. The contract shall provide the Town with the dump tickets for garbage and recyclables collected from the Town on a monthly basis.

The Company shall:

- 1) Provide all equipment necessary for the effective collection and removal of all solid waste;
- 2) Deliver or collect containers as requested by the Town;
- 3) Keep all equipment clean, neat in appearance, and in good repair for effective equipment maintenance services;
- 4) Keep all equipment free of excessive noise, odor, leakage, or emissions;
- 5) Clearly identify each piece of equipment with the Company's name and vehicle number; Duplicate vehicle numbers will not be allowed;
- 6) Provide adequate back up equipment such that uninterrupted Service shall be maintained at all times;
- 7) Contain collected material so that no material is spilled, leaked, or blown from the vehicle during transit to the Designated Disposal Facility as specified by the Town;

- 8) Maintain equipment sufficient to handle the special requirements of adverse weather, intermittent volume fluctuations, and holiday overloads;
- 9) Ensure that all parts and systems of the collection equipment is operated and maintained properly;
- 10) Be responsible for any property damage claims or environmental cleanups caused by the Company's vehicles, equipment, and/or employees;
- 11) Take reasonable care to prevent damage to containers during collection;
- 12) Close lids to all containers after emptying;
- 13) Be responsible for locating storage areas, and for all collection equipment at no additional cost to the Town;
- 14) Supply the Town with an updated, comprehensive list of all equipment, including equipment identification numbers and vehicle tare weights that shall be used in fulfilling the Contract and notify the Town of additions or deletions of the equipment as they occur; and
- 15) Any vehicle that is not on the daily list may be used under the contract only if:
  - a. the vehicle is listed on the Master Equipment List;
  - b. notification is given to the Contract Monitor;
  - c. the Company has an emergency and needs to use on this Contract must contact the Town for approval. With the Town's approval the Company must ensure that the vehicle is empty before starting any route.
- 16) The Company shall provide the Town with access to its Tablet System to monitor and locate Company vehicles and services.
- 17) The Company shall conduct routine inspections of all dumpsters and compactors and be able to provide inspection reports to the Town upon request.

## **Section 8. REPRESENTATIONS AND WARRANTIES OF COMPANY**

The Company represents, warrants and covenants that:

**8.1.** It is a legal entity duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in South Carolina;

**8.2.** It has all the requisite corporate power and authority to execute, deliver and perform its obligations under the Contract;

**8.3.** The execution, delivery, and performance of the Contract have been duly authorized by the Company;

**8.4.** No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the Contract;

**8.5.** In connection with its obligations under the Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses, registrations;

**8.6.** The Company shall not violate any agreement with any third party by entering into or performing the Contract.

**8.7.** The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached exhibits;

**8.8.** All Services performed by the Company pursuant to this Contract shall meet highest industry standards, and shall be performed in a professional and workmanlike

manner by Staff with the necessary skills, experience and knowledge;

**8.9.** Neither the Services or equipment provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

**8.10.** The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems and equipment failure of the Company.

## **Section 9. OTHER OBLIGATIONS OF THE COMPANY**

**9.1. WORK ON TOWN'S OR OTHER SERVICE RELATED PREMISES** - The Company will, whenever on the Town's or other Service related premises, obey all instructions and policies that the Company is made aware of with respect to performing Services on such premises.

**9.2. REGENERATION OF LOST OR DAMAGED DATA** - If the Company loses or damages any data in its possession, the Company shall, at its own expense, promptly replace or regenerate such data from the Town's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the Town's data sources.

**9.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES** - In the event that the Company causes damage to the Town's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

## **Section 10. RESPONSIBILITY FOR MATERIALS COLLECTED**

All materials collected under this Contract shall be the property of the Town. Upon placement of materials collected in performance of this Contract onto the Company's vehicle, transport of those materials to the Designated Disposal Facility becomes the sole responsibility of the Company. Once the materials have been disposed of, they shall again become the responsibility of the Town. The foregoing, however, shall not be construed to prejudice any rights the Town may have to control the disposal of such materials, including the designation of a Designated Disposal Facility or the manner or type of Recyclables disposal. The foregoing, also, shall not be construed to prejudice any rights the Company may have against any Customer who places in a container material other than Recyclables which is permitted to be collected in the Company's vehicles and disposed of in a non-hazardous Disposal Facility.

## **Section 11. DISPOSAL FACILITIES**

The Company shall deliver or cause to be delivered all actual Recyclables collected for the Town to the Designated Disposal Facility. The location of the Designated Disposal Facility is:

### **Solid Waste / Yard Debris**

Charleston County Landfill  
1344 Bees Ferry Road  
Charleston, SC 29414

### **Recycling**

Charleston County Recycle Services, LLC  
8099 Palmetto Commerce Parkway  
Ladson, SC 29456

The Town reserves the right to monitor the performance of the Company's duties, including the routes and collections made, Customer reports, trips to Designated Disposal Facilities and other destinations, the content of individual loads or portions of loads disposed of at Designated Disposal Facility, and the Company's records at any time, in order to ensure the Company is not disposing of material outside the terms of this Contract. Materials disposed of at the Designated Disposal Facility that are not in accordance with the terms of this Contract shall be considered a default condition.

## **Section 12. LIQUIDATED DAMAGES**

The Town may cure missed collections or other performance deficiencies by assessing liquidated damages as outlined:

- The Town and Contractor will jointly investigate reports of missed collections. In the case of a customer or unit for which there are regular reports of missed collections, the Contractor may establish a record of late set-outs (if curbside collection) by having drivers call to report the absence of a container set out as soon as the unit is passed. The final determination of a late set-out/missed collection will be made by the Town. If a missed collection is verified, the Town will notify the Contractor of the date and address where the missed collection occurred.
- The Contractor may cure a missed collection in accord with the language set forth in the definition of *Uncured Missed Collection*.
- If the Contractor fails to pick up a missed collection within the prescribed time of notification by the Town, the Town has the right to:
  - Fine the Contractor \$200 per occurrence for the first four (4) occurrences within a 30-day period and fine the Contractor \$400 per occurrence for all subsequent occurrences within the same 30-day period.
  - If the Contractor has two or more missed collections, including cured missed collections, in the same month for any single residence or area that has regularly scheduled trash or recycle collection, the Town has the right to fine the Contractor \$100 per missed collection.
  - If the Town reports a damaged or broken dumpster or compactor to the Contractor, the Contractor will have five (5) business days to replace or repair the dumpster or compactor. The Town has the right to fine the Contractor \$100 for each day that exceeds the 5 day grace period.

The liquidated damages set forth above are not intended to compensate the Town for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the Town from recovering other damages which the Town can document as being attributable to the above referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

## **Section 13. NON-APPROPRIATION OF FUNDS**

The Town may terminate the Contract upon thirty (30) calendar days' written notice to the Company if the Town Council decides not to appropriate money for the purpose of providing Solid Waste Collection Services in the Town of Kiawah Island, for the contracted geographic area.

## **Section 14. SUBSTITUTE PERFORMANCE**

If the Company fails to comply with the schedule set forth in Exhibit A, the Town may, in its discretion, choose to discontinue some or all of the Services provided by Company, and in doing so shall not waive any of the Town's rights or remedies under this Contract, either at law or in equity. The Company shall reimburse the Town for all additional costs incurred by the Town in exercising its rights by discontinuing, or by assuming some or all of the Services provided by the Company under this Section.

## **Section 15. TERM AND TERMINATION OF CONTRACT**

**15.1. TERM** - This Contract shall commence on July 1, 2018, and shall continue in effect for five (5) years, with the Town retaining the unilateral right of automatic renewal for two (2) additional one (1) year terms.

**15.2. TERMINATION FOR CAUSE** - The Company fails to fulfill or maintain in a timely and proper manner any other obligations, duties or provisions of or under this Contract and fails to cure such default within the time specified in the relevant Contract provision or, if no time is specified, within thirty (30) calendar days of the Town's written notice to the Company of such default. If the default is not capable of cure within said thirty (30) calendar days, the Company shall provide written notice to the Town together with a schedule of cure within fifteen (15) calendar days of the Town's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The Town may accept the Company's schedule of cure, may make a written demand that the Company cure the default within a time period set by the Town, or may terminate this Contract at the end of the thirty-day cure period if the default remains uncured.

**15.3. TERMINATION FOR DEFAULT BY EITHER PARTY** - By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- 1) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied:
  - a. such default is reasonably susceptible to cure; and
  - b. the other party cures such default within the time specified in the relevant Contract provision, or if no time is specified, within thirty (30) days of receipt of written notice of default from the defaulting party; or
  - c. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- 2) The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- 3) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- 4) Any notice of default shall identify this section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period. Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract and the Town shall continue to pay for such Services in accordance with this Contract, for the lesser of:
  - a. six (6) months after the date the Town receives the Company's written termination notice; or
  - b. the date on which the Town completes its transition to a new service provider.

**15.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE TOWN** - By giving written notice to the Company, the Town may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- 1) Failure of the Company to complete a particular task by the completion date or time set forth in

this Contract or Exhibits;

- 2) The Company or any of its authorized agents makes any material written misrepresentation, or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 3) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

**15.5. NO SUSPENSION** - In the event that the Town disputes in good faith any invoice or payment request submitted by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software or equipment supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**15.6. TERMINATION REMEDY** - In the event of a termination for convenience or for failure to appropriate funds, the Town shall negotiate an equitable settlement of termination costs. Such costs shall include the difference between the book value on the termination date of the Company's equipment purchased solely for performance of Services under the Contract and the retail market value of said equipment on the termination date, provided the retail market value is less than the book value. The book value shall be based on straight-line depreciation over a seven-year Contract term. The retail market value shall be based on a generally recognized equipment value catalog. Such costs shall not include non-project specific overhead; punitive, exemplary, special, consequential or incidental damages; or anticipatory profit.

**15.7. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF** - The Company agrees that the Services are critical to the Town's operation and that monetary damages are not an adequate remedy for the Company's failure to provide Services as required by the Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of South Carolina. The Company further agrees that a failure by it to perform the Services in the manner required by the Contract will entitle the Town to injunctive relief.

**15.8. CANCELLATION OF ORDERS AND SUBCONTRACTS** - In the event this Contract is terminated by the Town for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all Services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the Town showing in detail the Services performed under this Contract to the date of termination and the Town shall make final payment on such Services as the Town deems appropriate.

**15.9. TRANSITION SERVICES UPON TERMINATION** - Upon termination or expiration of this Contract, the Company shall cooperate with the Town to assist with the orderly transfer of the Solid Waste Collection Service functions and operations provided by the Company hereunder to another service provider or to the Town as determined by the Town in its sole discretion. Prior to termination or expiration of this Contract, the Town may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the support work of the Company to another provider or to the Town itself as described below (the "Transition Services") and the Town shall pay for such Services at the rates set forth in this Contract. Transition Services may include but shall not be limited to the following:

- Work with the Town to jointly develop a mutually agreed upon Transition Services Plan to

facilitate the termination of the Services;

- Notifying all affected service providers and subcontractors of the Company;
- Perform the Transition Service Plan activities;
- Answer questions regarding the Services on an as-needed basis; and
- Provide such other reasonable services needed to effectuate an orderly transition to a new service provider.

**15.10. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS** - Termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the Town, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

**15.11. OTHER REMEDIES** - The remedies set forth in this Section and Section 13 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

**15.12. AUTHORITY TO TERMINATE** - The following persons are authorized to terminate this Contract on behalf of the Town: (a) the Mayor; (b) Town Council.

## **Section 16. COMPANY'S EQUIPMENT, FACILITIES AND RECORDS**

In the event of termination of this Contract for breach, default or bankruptcy, the Town shall have the right to forthwith select and take possession of all the Company's equipment, facilities and records used, in whole or in part in the performance of this Contract. These measures are required in order to ensure the continued collection of Recyclables in protection of the health and welfare of the Town's residents. In the event that the Company's equipment and/or facilities are secured, the Town shall have the right to negotiate a lease arrangement with the security holder for the use of the equipment and/or facilities.

## **Section 17. DAMAGE CLAIM**

The Company shall be responsible for any damages to real or personal property to the extent caused by the Company's employees, equipment, agents or subcontractors in performing the Services under this Contract. Particular attention must be given to the location of water meters, mailboxes, transformers, wires, utility poles, trees, and irrigation structures.

The Company shall notify immediately the Town Administrator or designee of any damage claims and shall resolve the damage claim within thirty (30) calendar days after submission of the notice, unless the Town agrees to a longer period. The Company shall provide the Town Administrator or designee with a full written explanation of the resolution of the damage claim. If the damage claim is not resolved within the applicable period, the Town may take any action it deems necessary to make the injured party whole and deduct the same from amounts due the Company.

## **Section 18. RELATIONSHIP OF THE PARTIES**

The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to

- i. give any party the power to direct or control the day-to-day administrative activities of the other; or
- ii. constitute such parties as partners, co-owners or otherwise as participants in a joint

venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

## **Section 19. INDEMNIFICATION**

The Company shall indemnify, defend and hold harmless the Town and the Town's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) to the extent caused by:

- Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with the Contract, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- Any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- Any acts or omissions of the Company with respect to any of the Services provided by the Company under the Contract (or any allegations of any of the foregoing);
- Any environmental cleanup required because of equipment failures or improper disposal of Recyclables by the Company or the Company's employees;
- The Town's refusal to produce any item of "Confidential Information" (as defined in the Confidentiality and Non-Disclosure Contract) of the Company after receiving a request for such item and after being instructed by the Company not to produce it;
- Any violation caused by the Company of any Inter-local agreement, state or federal rule, regulation, or law, or any other provision of the law regulating Recycling collection, hauling or disposal; or
- Any claims by any persons or entities supplying labor or material to the Company relating to the performance of the Company's obligations under this Contract.

If an Infringement Claim occurs, the Company shall either:

- i. procure for the Town the right to continue using the affected equipment, product or service; or
- ii. repair or replace the infringing equipment, product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

If the Company is unable to do (i) or (ii) within thirty (30) days after receiving notice of the Infringement Claim the Town shall have the right to terminate all Contract documents and receive a pro rata refund of all amounts paid under the Contract calculated monthly based on a five (5) year useable life.

## **Section 20. INSURANCE**

Throughout the term of this Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Contract, or in the event the Company fails to provide the Town with the required certificates of insurance, the Town shall be entitled to terminate this Contract immediately upon written notice to the Company.

### **20.1. GENERAL REQUIREMENTS**

**20.1.1.** The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 20, and the Town has approved such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved.

**20.1.2.** All insurance policies required by Section 20.2 shall be with insurers qualified and doing business in South Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall name the Town as an additional insured under the commercial general liability policy required by Section 20.2.

**20.1.3.** The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the Town for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the Town and each of the Indemnitees (as defined in Section 19).

**20.1.4.** The Town shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

**20.1.5.** Prior to execution of this Contract, the Company shall provide the Town with certificates of insurance documenting that the insurance requirements set forth in this Section 20 have been met, and that the Town be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. The Company shall further provide such certificates of insurance to the Town at any time requested by the Town after execution of this Contract, and shall provide such certificates within five (5) days after the Town's request. The Town's failure to review a certificate of insurance sent by or on behalf of the Company shall not relieve the Company of its obligation to meet the insurance requirements set forth in this Contract.

**20.1.6.** Should any or all of the required insurance coverage be self-funded/self-insured, the Company shall furnish to the Town a copy of the Certificate of Self-Insurance or other documentation from the South Carolina Department of Insurance.

**20.1.7.** If any part of the Services under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Section 20, provided that the amounts of the various types of insurance shall be such amounts as are approved by the Town in writing. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

**20.2. TYPES OF INSURANCE** - The Company agrees to purchase and maintain the following types of insurance during the term of this Contract, and shall name the Town as an additional insured on the policies specified hereinafter. The Company shall utilize insurance firms which are acceptable to the Town, and authorized to do business in the State of South Carolina, of the following types and minimum insurance limits:

**20.2.1. AUTOMOBILE LIABILITY** - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

**20.2.2. COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Contract, from claims of bodily injury or property damage which arise from operation of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly

employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. The Company shall also maintain an excess umbrella liability policy of \$2,000,000 each occurrence. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Contract.

**20.2.3. WORKERS' COMPENSATION INSURANCE** - The Company shall meet the statutory requirements of the State of South Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

## **Section 21. DRUG-FREE WORKPLACE**

The Town is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

**21.1.** Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specify actions that will be taken for violations of such prohibition;

**21.2.** Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

**21.3.** Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

**21.4.** Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime; and

**21.5.** Make a good faith effort to continue to maintain a drug-free workplace for employees; and

**21.6.** Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

**21.7.** Require pre-employment drug and alcohol screening and criminal background check. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be grounds for suspension, termination or debarment.

## **Section 22. NOTICES AND PRINCIPAL CONTACTS**

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address set forth below:

**For the Company:** District Manager  
Trident Waste and Recycling  
5264-B International BLVD  
N. Charleston, 29418  
Phone: 843-576-5050

**For the Town:** Town Administrator  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Phone: 843-768-9166

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

Mayor and Town Council  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by fax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

### **Section 23. COMMERCIAL NON-DISCRIMINATION**

The Town is an Equal Employment Opportunity employer and follows a nondiscrimination policy. By entering into this Contract, the Company agrees to comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted there under. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a Town contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Town contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, the Company agrees to:

- 1) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and
- 2) if requested, provide to the Town within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on Town contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract.

The Company further agrees to fully cooperate in any investigation conducted by the Town pursuant to the Town's Nondiscrimination Policy, to provide any documents relevant to such investigation that are requested by the Town, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the Town from time to time on the Town's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the

Town from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in Town contracts and other sanctions.

## **Section 24. MISCELLANEOUS**

**24.1. ENTIRE CONTRACT** - This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

**24.2. AMENDMENT** - No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

**24.3. GOVERNING LAW, JURISDICTION AND VENUE** - South Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to South Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in the Charleston County Court of Common Pleas, South Carolina. By the execution of this Contract, the parties submit to the jurisdiction of this court and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Charleston County, South Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**24.4. BINDING NATURE AND ASSIGNMENT** - This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

**24.5. TOWN NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES** - The Town shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the Town, or any other consequential, indirect or special damages or lost profits related to this Contract.

**24.6. SEVERABILITY** - The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**24.7. NO PUBLICITY** - No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the Town in any manner absent the written consent of the Town. Notwithstanding the foregoing, the parties agree that the Company may list the Town as a reference in responses to requests for proposals, and may identify the Town as a customer in presentations to potential customers.

**24.8. APPROVALS** - All approvals or consents required under this Contract must be in writing.

**24.9. WAIVER** - No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A

waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

**24.10. SURVIVAL OF PROVISIONS** - All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter

**24.11. SET OFF** - Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

**24.12. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES** - The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

**24.13. TAXES** - The Company shall pay all applicable federal, state and local taxes that may be chargeable against the performance of the Services.

**24.14. FORCE MAJEURE** - The Company shall not be liable for any failure or delay in the performance of its services or invoicing (4.2.3) obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- i. if such failure or delay:
  - a. could not have been prevented by reasonable precaution, and
  - b. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- ii. if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the Town by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the Town may terminate this Contract.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

**24.15. SEVERABILITY** - The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising

under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**24.16. CONSTRUCTION OF TERMS** - Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

## **Section 25. CONFIDENTIALITY**

**25.1. DEFINITIONS** - As used in this Contract, the term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the Town or any of its suppliers, contractors or licensors which falls within any of the following general categories:

**25.1.1. TRADE SECRETS** - For purposes of this Contract, trade secrets consist of information of the Town or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

**25.1.2.** Information of the Town or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

**25.1.3.** Information relating to criminal investigations conducted by the Town, and records of criminal intelligence information compiled by the Town.

**25.1.4.** Information contained in the Town's personnel files. This includes all information gathered by the Town about employees, except for that information which is a matter of public record under South Carolina law.

**25.1.5.** Citizen or employee social security numbers collected by the Town.

**25.1.6.** Computer security information of the Town, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

**25.1.7.** Local tax records of the Town that contains information about a taxpayer's income or receipts.

**25.1.8.** Any attorney / client privileged information disclosed by either party.

**25.1.9.** Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

**25.1.10.** The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

**25.1.11.** Building plans of Town-owned buildings or structures, as well as any detailed security plans.

**25.1.12.** Billing information of customers compiled and maintained in connection with the Town providing utility services

**25.1.13.** Other information that is exempt from disclosure under the South Carolina public records laws.

Categories 27.1.3 through 27.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that:

- a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and
- b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the Town from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

**25.2. RESTRICTIONS** - Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

**25.2.1.** Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the Town in writing.

**25.2.2.** Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the Town or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the Town and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the Town's prior written consent.

**25.2.3.** Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

**25.2.4.** Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

**25.2.5.** Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

**25.2.6.** In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

**25.2.7.** All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and

unless otherwise agreed, all such materials shall be returned to the Town or destroyed upon satisfaction of the purpose of the disclosure of such information.

**25.2.8.** Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

**25.2.9.** Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the Town and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

**25.3. EXCEPTIONS** - The Town agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

**25.3.1.** Was already known to Company prior to being disclosed by the Town;

**25.3.2.** Was or becomes publicly known through no wrongful act of Company;

**25.3.3.** Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

**25.3.4.** Was used or disclosed by Company with the prior written authorization of the Town;

**25.3.5.** Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the Town notice of such requirement or request; and

**25.3.6.** Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

ATTESTED

**WITNESSES**

**Town of Kiawah Island**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: John Labriola  
Its: Mayor

**Trident Waste and Recycling**

\_\_\_\_\_

\_\_\_\_\_  
By:

---

Its: AUTHORIZED AGENT

**SCOPE OF SERVICES**

**a. Containers, carts, vehicles, and other equipment**

The Contractor shall be required to provide all containers, vehicles, and equipment to deliver the required level of service.

- All carts shall be imprinted with the Town seal and name.
- Each month, the contractor will track inventory to ensure a stock of 30 recycle carts and 30 trash carts is to be staged and assembled at the Municipal Center at the start of each month.
- The contractor shall be responsible for all maintenance, upkeep, and replacement of all containers and carts or equipment that does not meet Town standards.
- The contractor will provide a preventative maintenance schedule for vehicles and all container units.
- Contractor shall provide a system to monitor and report the number, location, and timing of residential and commercial container collections as well as tracking for final disposal.

**a. Single Stream Recycling**

The town's recycling program should include but is limited to cardboard, paper, cartons, plastic bottles and containers, glass bottles and jars, aluminum, and steel items. Recycling shall be single-stream and not require residents to sort the recycling. The contractor will closely monitor residential recycling material and flag carts that are contaminated. Addresses that are flagged will be reported back to Town staff at the end of each service. The report will include a photograph of the contaminated cart and a brief description of the contamination. All recycled material will be weighed and delivered to a county-approved drop-off recycling center.

**b. Solid Waste Disposal**

All solid waste shall be disposed of in a designated, fully permitted County Solid Waste landfill. The Contractor shall be responsible for any additional disposal cost associated with processing yard waste and recycling.

**c. Single Family Solid Waste Collection**

Service(s) to be provided include:

- Weekly curbside residential garbage and recycling collection
- One-time a week backdoor residential garbage and recycling collection
- Twice weekly backdoor residential garbage and recycling collection
- Weekly curbside residential yard waste collection and disposal services

## EXHIBIT A

**Schedule:** The Contractor shall follow the standardized routing collection schedule for each service type.

- During non-peak season, the first Friday following Labor Day through April 30<sup>th</sup>, the collection days are half the Island on *Monday* and the other half on *Tuesday*.
- During the peak rental season, May 1<sup>st</sup> through the first Friday following Labor Day, those homes subscribing to twice-a-week service shall receive a second residential solid waste pickup per week on *Fridays*.
- All Recycling shall be picked up weekly on *Wednesday*, year-round.
- All yard waste shall be picked up weekly on *Thursday*, year-round.

### **d. Multi-family Solid Waste Collection**

Service(s) to be provided include residential garbage and recycling collection and disposal services via the appropriately sized dumpsters. A summary of the number of multi-family units is included for reference in **Exhibit E**.

**Schedule:** The Contractor shall follow the standardized routing collection schedule for the dumpsters as shown in **Exhibit D**.

### **e. Public and Town Hall Solid Waste Collection**

Service(s) to be provided include garbage and recycling collection from centralized public collection centers within the Town. Currently, there are two public collection centers. These centers are located at the Municipal Center at 4475 Betsy Kerrison Parkway and the Kiawah Island Community Association located at 23 Beachwalker Drive.

Both locations include a:

- **20-yard multi-compartment recycling dumpster**
- **8-yard cardboard dumpster**
- **8-yard garbage dumpster**

Town Hall is located at 4475 Betsy Kerrison Parkway and has two enclosed 20-yard dumpsters—one dumpster for garbage and one for recycling.

**Schedule:** The Contractor shall follow the standardized routing collection schedule for the dumpsters as shown in Exhibit D.

### **f. Beach Solid Waste Collections**

Service(s) to be provided include emptying up to 38 solid waste stations with 3 - 40 gallon cans per station, properly disposing of garbage and recycling materials, and immediately removing foreign materials or items that may present a hazard. The contractor will be limited to servicing designated receptacles at public boardwalks or public areas of the beach. The contractor shall remove all man-

## EXHIBIT A

made debris and trash from the Beach (i.e., from the center of the primary dune line toward the ocean to the mean low water mark extending between the western and easternmost accessible points.) Certain other debris, e.g., railroad ties, stumps, etc., shall be removed on request of the Town.

Permission will be granted from the Town to the contractor to bring onto the beach those vehicles which are necessary for the performance of the agreement determined by town staff. In addition, it is the Town's desire that vehicular traffic on the beach be minimized and that the beach solid waste service not interfere with the beachgoer's enjoyment on the beach. Therefore, if consistent with tidal cycles, it is required that pickups are completed prior to 10 AM during the tourist season (April to Labor Day). No vehicles operated by the Contractor on the beach shall be driven at a speed in excess of ten (10) miles per hour unless an emergency situation exists.

The contractor shall remove garbage/recycling from all beach receptacles with the following frequency:

- |  |   |
|--|---|
| • October-March  | One Pick-Up per Week                    |
| • April through Third Weekend in May                                 | Three Pick-Ups per Week (Sun, Tue, Fri) |
| • Sunday of Memorial Day through<br>Monday of Labor Day in September | Seven Pick-Ups per Week (Daily)         |
| • Remainder of September   | Three Pick-Ups per Week (Sun, Tue, Fri) |

### **g. Special Solid Waste Collections**

Service(s) to be provided include quarterly curbside brown trash at individual single-family homes or units. Hazardous waste and electronics recycling will be collected from a central location at the Municipal Center.

### **h. Additional Services**

On a periodic basis, the contractor may be asked to provide or coordinate disposal of occasional waste streams such as moderate storm debris. These services are apart from the base proposal and will be reimbursed by the Town under a separate invoice on a time and material basis.

At the request of Town staff, the contractor will be required to deliver new carts to addresses that have notified the Town of a damaged, missing, or otherwise unusable cart. Town staff will provide a daily report to the contractor.

## EXHIBIT B

### Cost Format

Cost proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and extra pick-ups. Landfill disposal fees will be billed directly to the Town by the County Landfill annually.

#### Single Family Solid Waste Collection

Please provide in **Exhibit A** (Submittal Form) a cost for each monthly pick-up per service type listed below.

- Monthly rate for **curbside** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$13.00 per unit.
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$12.75 per cart at the same address (multiple cart fee).
- Monthly rate for **curbside** residential recycling service using contractor-owned +/-35-gallon bins or +/- 90-gallon roll-carts \$7.00 per unit.
- Monthly rate for additional (recycle) +/-35-gallon bins or +/- 90-gallon roll-carts \$12.75 per cart at the same address (multiple cart fee).
- Monthly rate for one time per week **backdoor** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$32.00 per unit
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$25.00 per cart at the same address (multiple cart fee).
- Monthly rate for one time per week **backdoor** residential recycling service using contractor-owned +/-35-gallon roll-carts or +/- 90-gallon roll-carts \$15.00 per unit
- Monthly rate for additional (recycle) +/-35-gallon bins or +/- 90-gallon roll-carts \$25.00 per cart at the same address (multiple cart fee).
- Monthly rate for **twice per week backdoor** residential solid waste service using contractor-owned +/- 90-gallon roll-carts \$42.00 per unit.
- Monthly rate for additional (garbage) +/- 90-gallon roll-carts \$30.00 per cart at the same address (multiple cart fee).
- Monthly rate for **twice per week backdoor** residential recycling service using contractor-owned +/- 90-gallon roll-carts \$125.00 per unit.
- Monthly rate for additional (recycle) +/-35 gallon bins or +/- 90-gallon roll-carts \$30.00 per cart at the same address (multiple cart fee).

**Yard Debris Collection**

- Monthly Rate for one time per week residential **curbside** yard debris collection \$4.00 per unit.

**Multi-family Solid Waste Collection**

- Fee for collection of each 4 yard dumpster \$11.00
- Fee for collection of each of 6 yard dumpster \$13.00
- Fee for collection of each of 8 yard dumpster \$15.00
- Fee for collection of each +/- 90 gallon roll-carts recycling \$3.00

**Public Solid Waste Collection Sites**

- Fee for collection of each of 20 yard dumpster \$295.00
- Fee for collection of each of 6 yard dumpster \$13.00
- Fee for collection of each of 8 yard dumpster \$15.00

**Beach Solid Waste Collections**

- Yearly cost to empty up to 38 solid waste stations (3 – 40 gallon cans per station) \$102,012.00 per year.

**Special Solid Waste Collections**

Quarterly fee per day for curbside residential brown trash collection \$5655.00

Quarterly fee per day for hazard waste and electronic recyclable collection from a central location at the Municipal Center \$1,995.00

**Cart Delivery**

- Hourly fee for delivering new carts to residences \$95.00



**TAB 5**

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# **TOWN COUNCIL**

## **Agenda Item**

Town of Kiawah Island

November SATAX Funding Recommenations

FY 2023-2024

Category #	Project	Applicant Sponsor	2022/2023 Funded Amount	2023/2024 March Awarded Amount	2023/2024 November Requested Amount	SATAX Committee Funding Recommendation	Ways & Means Funding Recommendation	Town Council Funding Recommmendation
1	Marketing of Kiawah Island Events & Holiday Programing	Kiawah Island Golf Resort	\$ 625,000	\$ 475,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	
1	Destination Marketing & Advertising	Andell Inn	\$ 119,664	\$ 130,500.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
4	Enhanced Rescue Equipment	Barrier Island Ocean Rescue	\$ 14,058	\$ 248,210.61				
2	Events Promotion	Freshfields Village / Freshfileds (EDENS) LLC	\$ 30,000	\$ 35,000.00				
1	Tourism Marketing & Advertising	Freshfields Village / Freshfileds (EDENS) LLC	\$ 60,000	\$ 65,000.00				
1	#Discover Kiawah:A National Influencer Event	Freshfields Village / Freshfileds (EDENS) LLC		\$ 75,000.00				
1	Garden & Gun + Freshfields Village / Kiawah Partnership	Freshfields Village / Freshfileds (EDENS) LLC		\$ 80,920.00				
1 & 2	The Giving Tee Presented by Advance Kiawah	Kiawah Development Partners		\$ 8,750.00				
4	Beach Patrol Services	Town of Kiawah Island	\$ 467,200	\$ 408,800.00				
4	Charleston County Sheriff Deputies	Town of Kiawah Island	\$ 700,000	\$ 532,398.00				
1	US Amature Four-Ball Championship	Kiawah Island Club/Kiawah Island Club Holdings	\$ 75,000					
		Totals for Year Ending	\$ 2,090,922	\$ 2,059,579	\$ 240,000	\$ 240,000	\$ 240,000	\$ -

Total Available for Funding	1,925,000	1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total in excess of Funding	\$ (134,579)	\$ 760,000	\$ 760,000	\$ 760,000	\$ 1,000,000

State Gudelines for each category:

Tourism-related expenditures include:

- 1 advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity
- 2 promotion of the arts and cultural events
- 3 construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities
- 4 the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists
- 5 public facilities such as restrooms, dressing rooms, parks, and parking lots
- 6 tourist shuttle transportation



**TAB 6**

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# **TOWN COUNCIL**

**Agenda Item**



# REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Town Council  
**FROM:** Michael Nardelli  
**SUBJECT:** Purchase of Town vehicle for Public Works Department  
**DATE:** December 5<sup>th</sup>, 2023

---

## **BACKGROUND:**

Town employees at the Town of Kiawah Island are required to use vehicles to help perform their job duties. The purpose of this vehicle is to help serve the job and duties of the Public Works Department. This vehicle will be replacing the existing 2017 Toyota Tundra V8 within the Public Works Department as that vehicle will be repurposed by the Public Safety Department for their new employee to use as it is in great mechanical shape and already fitted with emergency lights/equipment. We currently have a Ford F-150 Lightning in our fleet that has performed extremely well in the Building Department. Through the Go Green Initiative, there has been much discussion as to how an EV would operate in various environments including the beach, and the Public Works Department is the perfect operation for an EV to prove its use case to other island organizations and stakeholders. This vehicle fits well within the Go Green Initiative goals to “convert an applicable portion of the vehicle fleet of operating entities (e.g., TOKI, KICA, KIGR, KIC) to EVs”.

## **PROCESS:**

The procurement process for this 2024 Ford F-150 Lightning will be through a Sourcwell-approved state contract with National Auto Fleet Group. The quote has been generated for our specific vehicle which will be built by the Ford Motor Company in Q1 of next year. We can expect delivery of the vehicle to the Municipal Complex in Q2 or Q3 of 2024 and it will be put into operation immediately.

## **ACTION REQUESTED:**

Staff recommends the purchase of One (1) New/Unused 2024 Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 14' WB for \$59,940.00.

## **BUDGET & FINANCIAL DATA:**

The purchase of this vehicle has already been budgeted for and approved in this fiscal year's budget. The funds of \$59,940.00 will come from the General Fund.



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

11/29/2023  
11/30/2023 Re-Configured

Quote ID: **36565 R4**

Order Cut Off Date: **TBA**

Michael Nardelli  
The Town of Kiawah Island  
Public Works Department  
4475 Betsy Kerrison Parkway  
Kiawah Island, South Carolina, 29455

Dear Michael Nardelli,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2024 Ford F-150 Lightning (W3L) XLT 4WD SuperCrew 5.5' Box 145" WB, factory order )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$59,940.00	\$58,940.00	1.668 %	\$1,000.00
factory order		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$58,940.00		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99K	Engine: Dual eMotor - Standard Battery, (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
44L	Transmission: Single-Speed, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
T2P	Tires: 275/60R20 BSW AT
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
UM	Agate Black Metallic
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
US	Medium Dark Slate, Cloth Heated Front Seats, -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
47R	Tray Style Floor Liner
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
311A	Equipment Group 311A Standard

2024 Fleet/Non-Retail Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2024 Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB		
CODE	MODEL	MSRP
W3L	2024 Ford F-150 Lightning XLT 4WD SuperCrew 5.5' Box 145" WB	\$57,495.00
OPTIONS		
99K	Engine: Dual eMotor - Standard Battery, (STD)	\$0.00
44L	Transmission: Single-Speed, (STD)	\$0.00
T2P	Tires: 275/60R20 BSW AT	\$150.00
UM	Agate Black Metallic	\$0.00
US	Medium Dark Slate, Cloth Heated Front Seats, -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar	\$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
47R	Tray Style Floor Liner	\$200.00
311A	Equipment Group 311A Standard	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$57,845.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$59,940.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes


## Standard Equipment

### MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD)
Transmission: Single-Speed (STD)

### EXTERIOR

Tires: 20" All Season (STD)
-----------------------------

### WHEELS

Wheels: 20" Alloy Dark Carbonized Gray
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### ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
9.61 Axle Ratio
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
GVWR: 8,250 lbs
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/11.5 kW Onboard Charger and 1.517 Hrs Charge Time @ 440V
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Body-Colored Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Running Boards
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage

Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: SiriusXM w/360L -inc: FM stereo and 6 speakers, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a> , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
Fixed Antenna
Cloth Heated Front Seats -inc: gauge bolster, 8-way power driver w/power lumbar and manual passenger lumbar
2-Way Driver Seat -inc: Manual Recline
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Keypad
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 8 120V AC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Plastic Floor Trim
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital

owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power Adjustable Pedals
Outside Temp Gauge
Digital Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Seats w/Cloth Back Material
2 Seatback Storage Pockets
Perimeter Alarm
3 12V DC Power Outlets and 8 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Aerial View Camera System
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera
Front Camera w/Washer
Cargo Bed Camera
Left Side Camera
Right Side Camera



**TAB 7**

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# **TOWN COUNCIL**

## **Agenda Item**



## REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Town Council  
**FROM:** Dorota Szubert Finance Director  
**SUBJECT:** Business License Ordinance Amendment to Update the Class Schedule  
**DATE:** December 3, 2023

---

### **BACKGROUND:**

South Carolina's Act 176, the Business Licenses Standardization Act, requires every municipality and county government with a business license tax to update its business licensing class schedule every odd-numbered year to go into effect the following year. As required by Act 176, the class schedule updates use the latest statistical data on business profitability from the Internal Revenue Service, which then receives approval from the South Carolina Revenue and Fiscal Affairs Office. The summary of the required class changes is presented in Exhibit B.

### **ACTION REQUESTED:**

Town staff requests approval of Ordinance 2023-24 to amend Article 4, Finance and Taxation Chapter 3, Municipal Business Licenses, to update the class schedule as required by Act 176 of 2020.

## ORDINANCE 2023-24

### **AN ORDINANCE TO AMEND ARTICLE 4, FINANCE AND TAXATION, CHAPTER 3, MUNICIPAL BUSINESS LICENSES TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

**WHEREAS**, the Town of Kiawah is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

**WHEREAS**, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office; and

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-14 on December 7, 2021, in order to comply with the requirements of the Standardization Act; and

**WHEREAS**, the Town of Kiawah Island Town Council now wishes to amend Article 4 - Finance and Taxation, Chapter 3 - Municipal Business Licenses to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

#### **Section 1                      Purpose**

The purpose of this Ordinance is to amend Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act.

#### **Section 2                      Ordinance**

The Town hereby amends Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses to include amendments to Appendix “A” and Appendix “B” as follows:

**Appendix “A”** to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

**8.3     NAICS 517311, 517312, 51722 – Telephone Companies.**

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by a separate Ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

**8.6     NAICS 713990 – Billiard or Pool Rooms, all types.**

A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business, excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long and \$12.50 per table longer than that.”

Minimum on first \$2,000 .....	\$5.00 or 12.50 per table PLUS
Per \$1,000, or fraction, over \$2,000	\$2.00

**Appendix “B”** to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth in the attached **Exhibit A**.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- (c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

**Section 3                      Repealer, Effective Date and Duration**

All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND  
ON THIS    DAY OF                      2024.**

---

**John D. Labriola, Mayor**

**ATTEST:**

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**Petra S. Reynolds, Town Clerk**

1<sup>st</sup> Reading -

2<sup>nd</sup> Reading -

## **Exhibit A**

### **Amendment to Classes 1 – 8 in Appendix B of the Current Business License Ordinance**

#### **APPENDIX B**

##### **Classes 1 – 8: Business License Class Schedule by NAICS Codes**

<b>NAICS Sector/Su bsector</b>	<b>Industry Sector</b>	<b>Class</b>
<b>11</b>	Agriculture, forestry, hunting and fishing	<b>1</b>
<b>21</b>	Mining	<b>2</b>
<b>22</b>	Utilities	<b>1</b>
<b>31 - 33</b>	Manufacturing	<b>3</b>
<b>42</b>	Wholesale trade	<b>1</b>
<b>44 - 45</b>	Retail trade	<b>1</b>
<b>48 - 49</b>	Transportation and warehousing	<b>1</b>
<b>51</b>	Information	<b>4</b>
<b>52</b>	Finance and insurance	<b>7</b>
<b>53</b>	Real estate and rental and leasing	<b>7</b>
<b>54</b>	Professional, scientific, and technical services	<b>5</b>
<b>55</b>	Management of companies	<b>7</b>
<b>56</b>	Administrative and support and waste management and remediation services	<b>3</b>
<b>61</b>	Educational services	<b>3</b>
<b>62</b>	Health care and social assistance	<b>4</b>
<b>71</b>	Arts, entertainment, and recreation	<b>3</b>
<b>721</b>	Accommodation	<b>1</b>
<b>722</b>	Food services and drinking places	<b>2</b>

<b>81</b>	Other services	<b>4</b>
<b>Class 8</b>	<b>Subclasses</b>	
<b>23</b>	Construction	<b>8.1</b>
<b>482</b>	Rail Transportation	<b>8.2</b>
<b>517111</b>	Wired Telecommunications Carriers	<b>8.3</b>
<b>517112</b>	Wireless Telecommunications Carriers (except Satellite)	<b>8.3</b>
<b>517122</b>	Agents for Wireless Telecommunications Services	<b>8.3</b>
<b>5241</b>	Insurance Carriers	<b>8.4</b>
<b>5242</b>	Insurance Brokers for non-admitted Insurance Carriers	<b>8.4</b>
<b>713120</b>	Amusement Parks and Arcades	<b>8.51</b>
<b>713290</b>	Nonpayout Amusement Machines	<b>8.52</b>
<b>713990</b>	All Other Amusement and Recreational Industries ( pool tables)	<b>8.6</b>

*2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.*

**Exhibit B**  
**2021 v. 2023 BUSINESS LICENSE CLASS SCHEDULE**

NAICS Sector/Subsector	Industry Sector	2021 Class	2023 Class	CHANGE
722	Food services and drinking places	1	2	1
11	Agriculture, forestry, hunting and fishing	2	1	-1
31-33	Manufacturing	2	3	1
48-49	Transportation and warehousing	2	1	-1
721	Accommodation	3	1	-2
21	Mining	4	2	-2
56	Administrative and support and waste management and remediation services	4	3	-1
61	Educational services	4	3	-1
81	Other services	5	4	-1



**TAB 8**

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# **TOWN COUNCIL**

## **Agenda Item**

**A RESOLUTION FOR THE ADOPTION OF THE REVISED CHARLESTON REGIONAL HAZARD  
MITIGATION PLAN BY CHARLESTON COUNTY COUNCIL**

**Resolution No. 2023-06**

**WHEREAS** the Town of Kiawah Island has experienced the effects of natural and man-made hazard events; and

**WHEREAS** the Charleston Regional Hazard Mitigation and Public Information Plan Committee has prepared a recommended *Charleston Regional Hazard Mitigation Plan*; and

**WHEREAS** the recommended *Charleston Regional Hazard Mitigation Plan* has been widely circulated for review by residents / business organizations / professional organizations of the unincorporated and incorporated areas of the Town of Kiawah Island, state, federal, regional, and local government agencies and has been supported by those reviewers; and

**WHEREAS** the Town of Kiawah Island originally adopted the *Charleston Regional Hazard Mitigation Plan* in 1999 and readopted it in 2004, 2008, 2013, 2017, and 2019 and is required to adopt the amended version of this plan on a five-year cycle for the Town to remain eligible for certain Federal programs in which Charleston County and Town participates, and

**NOW THEREFORE** be it resolved that

*The Charleston Regional Hazard Mitigation and Program for Public Information Plan and all required future revisions from the South Carolina Emergency Management Division and the Federal Emergency Management Agency are hereby adopted as an official plan of the Town of Kiawah Island. While content related to the Town of Kiawah Island may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Town of Kiawah Island to re-adopt any further iterations of the plan; and*

The Town of Kiawah Island is recognized as a continuing entity charged with reviewing and maintaining in accordance with the Community Rating System, Flood Mitigation Assistance, Disaster Mitigation Act, and Program for Public Information requirements, and periodically reporting on the progress towards and revisions to the plan to the Town of Kiawah Island.

**EFFECTIVE** this 5<sup>th</sup> day of December 2023.

---

John D. Labriola, Mayor  
**Town of Kiawah Island**

**ATTEST:**

---

Petra S. Reynolds, Town Clerk