

RICHLAND COUNTY
DEVELOPMENT & SERVICES
COMMITTEE AGENDA



Tuesday, MARCH 23, 2021

5:00 PM

ZOOM MEETING

The Honorable Allison Terracio, Chair

County Council District 5

The Honorable Derrek Pugh

County Council District 2

The Honorable Gretchen Barron

County Council District 7

The Honorable Cheryl English

County Council District 10

The Honorable Chakisse Newton

County Council District 11

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Development & Services Committee

March 23, 2021 - 5:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Allison Terracio

2. **APPROVAL OF MINUTES** The Honorable Allison Terracio
 - a. Regular Session: February 23, 2021 [PAGES 7-12]

3. **ADOPTION OF AGENDA** The Honorable Allison Terracio

4. **ITEMS FOR ACTION** The Honorable Allison Terracio
 - a. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [PAGES 13-20]

 - b. Approval to proceed with the railroad crossing closure on Walter McCartha Road [PAGES 21-30]

 - c. Approval of Summit Ridge Drive Sidewalk Project [PAGES 31-34]

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**
 - a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO] [PAGE 35]

 - b. I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide

potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance.
[NEWTON and DICKERSON] [PAGE 36]

- c. Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON] [PAGES 37-42]

6. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County
Development & Service
February 23, 2021 -5:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Allison Terracio, Chair, Derrek Pugh, Gretchen Barron, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Paul Livingston, Bill Malinowski, Jesica Mackey, Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Kyle Holsclaw, Ashiya Myers, Mike Zaprzalka, Stacey Hamm, John Thompson, Brian Crooks, Geo Price, Randy Pruitt, Lori Thomas, Mike Maloney, Elizabeth McLean, Stephen Staley, Allison Steele, Syndi Castelluccio, Dante Roberts, Lauren Hogan, Dale Welch, Clayton Voignier, Michael Niermeier, Michael Byrd and Bill Davis.

1. **CALL TO ORDER** – Ms. Terracio called the meeting to order at approximately 5:00 PM.

2. **APPROVAL OF MINUTES**

a. **Regular Session: December 17, 2020** – Ms. English moved, seconded by Ms. Newton, approve the minutes as distributed.

In Favor: Pugh, Terracio, Barron, English, and Newton

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Pugh moved, seconded by Ms. English, to adopt the agenda as published.

In Favor: Pugh, Terracio, Barron, English, and Newton.

The vote in favor was unanimous.

4. **ELECTION OF THE CHAIR** – Ms. English moved, seconded by Ms. Newton, to nominate Ms. Terracio as Chair.

In Favor: Pugh, Terracio, Barron, English, and Newton.

The vote in favor was unanimous.

5. **ITEMS FOR ACTION**

a. **Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON]** - Mr. Voignier stated staff's recommendation was for Council to find a funding source other than Neighborhood Redevelopment Fund for the provision of street lighting

Development & Service Committee
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service Countywide. In accordance with Sec. 21-12 of the County Code of Ordinances, states the County shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide the service Countywide. Staff's alternate recommendation would be that the County discontinue paying for street lighting service currently paid for through the Neighborhood Redevelopment Fund until such time as another appropriate funding source is identified.

Ms. Newton stated, for clarification, the ordinance can be interpreted two different ways. There are some regulations that say you cannot do something unless you can do it for everybody. This sounds like you can do it; you just have to identify a funding source.

Mr. Voignier responded staff interprets it that street lighting not be provided until a funding source has been identified to provide the service Countywide.

Ms. McLean responded she interpreted it as funding for the entire County is available.

Ms. Newton inquired what has determined who gets lighting besides funding. Is there any criteria? She noted we are currently paying for lighting on Broad River Road, and she was curious as to what we are currently paying for.

Mr. Voignier responded he is not aware of certain criteria established for current lighting we are paying for. Those were made through various Council motions. He noted we are currently paying for certain street lighting on Broad River, but not for all that could/would be provided on Broad River.

Ms. Terracio noted the amount to provide Countywide lighting service was an astronomical number, and would be a very large project.

Ms. Barron stated, if this is going to be an ordinance that we are changing, it has to be across the board and criteria needs to be put into place. She noted they need to know the amount to fund this project Countywide in order to identify the funding.

Mr. Malinowski agreed we need to know the amount. He noted we were not able to progress in the past because the amount cited was so large.

Mr. Livingston requested staff to look at how other municipalities are handling lighting.

Mr. Pugh moved, seconded by Ms. Barron, to defer this item until we get more information.

In Favor: Pugh, Terracio, Barron, English, and Newton

The vote in favor of deferral was unanimous.

- b. **Solid Waste - Richland Recycles Events** – Dr. Thompson noted you have seen the amount of litter we have the County and State. Staff has taken a proactive role in terms of assuring we can have some convenient sites for our residents to bring their recyclable items to us. We do not have to pay someone to use their space. We can utilize Columbia Place Mall. We will set up the site throughout the year, and work with PIO to advertise to ensure we have participation at these events.

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Ms. Terracio noted she has constituent outreach surrounding litter. She inquired if there were any plans to educate citizens about how to have bulk items picked up.

Ms. Castelluccio responded a lot of what they are doing is educating people and updating their resources with more information about what people are looking for. They are partnering with Lexington County and the City of Columbia to host an event at the Riverbanks Zoo this weekend. At this event, they will be providing information about what is recyclable curbside, at the recycle centers and the upcoming events. They will also be distributing a brochure, which will be a quick reference of what is recyclable in Richland County, drop off locations, and a number to get bulk items picked up. They will also be promoting their app.

Ms. Barron noted the clean sweeps were halted due to the pandemic. She inquired if anyone knew if/when they would resume. In addition, is there a Countywide plan to address the waste along the roadways in the County?

Dr. Thompson responded whether it is a clean sweep or staff picking up litter it is ongoing. He advised Ms. Barron to reach out to Mr. Brown or himself with any requests, so they can route the request to Mr. Maloney, Public Works and Mr. Wilson, Special Services.

Ms. Barron inquired if that would include the clean sweeps.

Dr. Thompson responded in the affirmative. He also noted they were working with Councilwoman Newton to organize an event in a few weeks. We noted our resources are strapped at times, but they will do everything we can. The inmate labor is not available due to the pandemic, and that is a huge issue. They are working with temp agencies to get people to help us beautify our County. We also want to jointly work with SCDOT to address this matter.

Ms. Newton stated she was under the impression the clean sweeps were on hold because of inmate labor. She know we were going around picking up trash, but not doing what was formally known as a clean sweep.

Mr. Maloney responded the clean sweeps were halted due inmate labor in March. We are currently utilizing County staff for high capacity events, but it will not be as robust until they get the inmate labor back.

Ms. Newton inquired about the need for the liability waivers for vendors and volunteers. She was concerned and unsure why a County event would need vendors and volunteers.

Ms. Castelluccio responded some of the events will require different vendors. For example, the collection of electronics would require the County to pay a vendor to bring their own truck and crew to collect electronics and then leave. There will only be a few vendors. The majority of the time it will be County staff. Legal recommended the waivers since these events would take place on County property. At times we partner with other entities, and those organizations will bring volunteers with them. We would want them to sign a waiver.

Ms. Newton moved, seconded by Mr. Pugh to forward to Council with a recommendation to approve the use of the Columbia Place Mall Parking Lot that is designated as Richland County Property for the Annual Recycle Richland Drop-Off Events that are scheduled on average 3-5 time a year to make it more convenient for Richland County Residents to recycle and properly dispose of items that are not collected curbside.

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In Favor: Pugh, Terracio, Barron, English and Newton.

The motion in favor was unanimous.

- c. **Petition to Close Portion of Old Percival Road/Spears Creek Rd** – Ms. English noted Councilman Jackson and Councilwoman Myers were going to hold community meetings, but they did not. She also noted these roads have not been used in a while and with the current pandemic she was not sure if a community meeting would be feasible except by Zoom.

Ms. Terracio inquired if this was a time sensitive item and the risk associated with not closing this portion of the road.

Ms. McLean responded she was not aware of any risks. This issue has been ongoing for two years. The attorney for the people who want the road closed sent a notice to Council. At that time, the committee deferred the item for a community, but the meeting never took place. The petitioner's attorney requested the item be placed back on an agenda because his clients would like to move forward with the road closing. The attorney has not yet filed a lawsuit, but when he does the County will have 30 days to respond. The property owner does not have any objections and County staff (EMS, Planning, etc.) do not have any objections.

Ms. Newton inquired about the outreach process used to contact the residents, and was anything done to obtain additional feedback.

Ms. McLean responded, per State Law, in order to close a road, there has to be a notice to the persons that have properties on the road. She noted Mr. Sanders, the petitioner's attorney, is on standby if the committee would like to speak with him.

Mr. Malinowski inquired as to who currently owns the road, is there any monetary value to the road, and if the value of abutting parcels increase once the road becomes a part of someone else's. He stated Richland County needs to determine if it is feasible to come up with a fair market value that would include an increased value in abutting parcels, and possibly request some type of financial remuneration for closing the closing road.

Ms. McLean stated the part they are trying to close is a County that has not been maintained for some time. The County has no interest in the road. Any citizen can petition a court to close a road. She has never seen a court award compensation for closing a road. The residents are taking the road off of the County's hands, and would save the County money. She noted she could not speak to the property values. She noted the petitioner already owns the other part of the road.

Mr. Malinowski stated any piece of property has value, and if the County owns this the value could be determined by the square footage. The County should not just give it away.

Ms. English stated she had to give the County the right-of-way, and the County now maintains the road. She inquired if the portion being closed was previously a right-of-way and is not going back to the original owner or does the County own the road outright.

Mr. Sanders responded sometimes public right-of-ways are given as an easement for a portion of the land. He believes that might be the case with this road. Someone gave a right-of-way to put a road down the boundary and it would lead into their property, but it would be a public

right-of-way that has created the road. Regardless of who owns the underlining fee, when the County closes the road, the Order by the Master-in-Equity would deed half of the road to the median line to the property owner that runs contiguous to that portion of the road and the other half will be deeded to the person across the road.

Ms. Barron inquired as to who previously closed a portion of the road.

Mr. Sanders responded the Furniture Services Inc. and the Sanders Group closed a portion of the road.

Ms. Barron inquired if Mr. Sanders was affiliated with the Sanders Group.

Mr. Sanders responded in the affirmative.

Ms. Newton inquired if this item as a single reading item or if it would require additional readings.

Ms. McLean responded this is a single reading item.

Ms. Newton moved, seconded by Ms. English, to forward to Council with a recommendation to approve the petitioner's request to close the subject road and direct Legal to answer the forthcoming lawsuit accordingly.

In Favor: Pugh, Terracio, Barron, English, and Newton

The vote in favor was unanimous.

- d. **Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina** – Ms. Newton moved, seconded by Ms. Terracio, to approve this item.

Ms. English stated this is beneficial and will not cost the library anything. She thinks this is a good project and is great for the library.

Mr. Malinowski inquired if the property does not sell, does the library get the easement. He noted, if we grant the agreement, the library should benefit immediately.

Ms. McLean responded that nothing will happen unless the developer goes through with the sale. We would execute the agreement and an escrow agreement, which would hold the documents until the sale is final.

Mr. Malinowski inquired if there would be an additional liability to the library or the County prior to the sale going through and the easement being executed.

Mr. McLean responded not that she was aware of.

In Favor: Pugh, Terracio, Barron, English, and Newton

The vote in favor was unanimous.

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6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities** – Ms. Terracio inquired if the staff had any new information pertaining to this item.

Ms. A. Myers responded staff included all current information in the agenda packet.

- b. **I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON]** – Ms. Newton inquired if Legal could provide a timeframe for when they would be providing the recommendations.

Ms. McLean responded she sent a draft ordinance to Ms. Powell and Ms. Newton. Public Works, the Sheriff’s Department, Administration and Legal had a conference call regarding the document, and there are still operational concerns staff is addressing before it sent back to Council.

Ms. Terracio requested the previous circulated ordinance be shared with the new Councilmembers.

6. **ADJOURNMENT** – The meeting adjourned at approximately 5:59PM.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Elizabeth McLean, Esq.		Title:	Acting County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	March 04, 2021	Meeting Date:	March 23, 2021		
Budget Review	James Hayes via email			Date:	March 09, 2021
Finance Review	Stacey Hamm via email			Date:	March 09, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)				

STAFF'S RECOMMENDED ACTION:

Approve an ordinance granting a quit-claim deed to Viola K. Hendley and J. Scott Hendley.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None known.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

N/A

MOTION OF ORIGIN:

Move to approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

Council Member	Allison Terracio, District 5
Meeting	Council Regular Session
Date	December 15, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Ms. Terracio received a request from Ms. Vi Hendley who lives at 104 Alabama Street in Olympia to have the County grant her a quit-claim deed for the alleyway behind her property.

As a general history of this issue, the County passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the County for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The County, over the years, has quit-claimed many alleyways to contiguous property owners.

Ms. Terracio has since received an amended request from Ms. Hendley to add her husband to the deed and use her legal name.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Ordinance
2. Ord 1003-82HR (Olympia Alleyway ord)
3. Quit-claim to Viola K. Hendley and J. Scott Hendley

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-21HR

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET).

NOW THEREFORE, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a quit claim deed to VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET), as specifically described in the deed entitled "Quit Claim Deed", which is attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 1003-82HR

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

SECTION IV. Separability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and

This conveyance being made subject to any existing easements, conditions, and restrictions of record affecting the premises above described and conveyed.

DERIVATION: Derivation on quitclaim deed not required under Section 30-5-35 of S.C. Code Ann. (1976) as amended.

TMS# 08816-02-15

GRANTEE’S ADDRESS: 104 Alabama Street
Columbia, South Carolina 29201

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assign, forever, so that neither the said Grantor, nor Grantor’s successors or assigns, nor any other entities or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS HEREOF, RICHLAND COUNTY, SOUTH CAROLINA, pursuant to due authority, has duly executed this deed, this _____ day of April, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY, SOUTH CAROLINA

WITNESS NO. 1

By: _____
Print Name: _____
Title: _____

WITNESS NO. 2

ATTEST: _____
Print Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantor, pursuant to due authority, sign, seal and as Grantor’s act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

WITNESS NO.1

SWORN to before me
This ____ day of April, 2021.

Notary Public for South Carolina
My Commission Expires: _____

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Stephen Staley		Title:	County Engineer	
Department:	Public Works	Division:	Engineering		
Date Prepared:	February 08, 2021	Meeting Date:	March 23, 2021		
Legal Review	Elizabeth McLean via email			Date:	March 16, 2021
Budget Review	James Hayes via email			Date:	March 09, 2021
Finance Review	Stacey Hamm via email			Date:	March 09, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	Development & Services				
Subject:	Approval to proceed with the railroad crossing closure on Walter McCartha Road				

STAFF’S RECOMMENDED ACTION:

That County Council approve proceeding with the closing of the railroad crossing on Walter McCartha Road.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

As an incentive to close this substandard railroad crossing, CSX Transportation (CSXT) offers the following to Richland County in the attached CROSSING CLOSURE AGREEMENT:

1. Crossing Barricade/Surface Removal: CSXT agrees to remove and dispose of the crossing surface and restore the ditch lines. CSXT will install permanent barricades at the crossing per the attached CSXT standard “Exhibit A”.
2. Financial Contribution: CSXT agrees to provide a monetary contributions to the County in the amount of \$10,000.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In November 2019, three teenage girls were seriously injured when they were struck by a train at the subject rail crossing while driving towards Dutch Fork Road. Department of Public Works (DPW) staff visited the site shortly afterwards and determined that this very old rail crossing is substandard. There is also another railroad crossing approximately 800 feet to the west on Lynn McCartha Road (Please see Attachment 1). This crossing is also marginal, but not as dangerous as the subject rail crossing. Automobile traffic can easily use Lynn McCartha Road to access Dutch Fork Road instead of Walter McCartha with very little inconvenience. Some images of the crossings have been included in Attachment 2.

Since there are two rail crossings within close proximity to each other, it was decided that one should be closed. The staff of CSX Transportation (CSXT) favor the removal of unsignaled, substandard crossings throughout their rail system. Also DPW had correspondence with State Representative Nathan Ballentine requesting something to be done to make this area safer.

There are four properties whose address is Walter McCartha Road and have direct access. The owners of these properties were contacted via certified mail. We received three written responses and one telephone call. Of the four responses, three of them were against the closure of this crossing.

In summary, it is the opinion of DPW that the Walter McCartha Road rail crossing should be closed and, in turn, make all vehicles use Lynn McCartha Road for access to Dutch Fork Road. Once approved by County Council, the attached CSXT Closure Agreement (Please see Attachments 3 and 4) will need to be executed.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Site Map
2. Area Pictures
3. CSXT Closure Agreement
4. Closure Agreement "Exhibit 'A'" Standard Detail

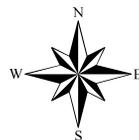
Walter McCartha Rd



Richland County, SC

Legend

- | | | |
|----------------|------------|-----------|
| Other | Interstate | Railroads |
| County Paved | Proposed | Parcels |
| County Unpaved | None | |
| SCDOT | | |



1 inch = 180 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203



Lynn McCartha Rd
Dutch Fork Rd

McCartha Rd

CROSS-ROAD
RAILROAD
STOP
R R



Lynn McCartha Rd



© 2019 Google





CROSSING CLOSURE AGREEMENT

This Crossing Closure Agreement (this "Agreement") is entered into this _____ day of _____, 20____, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT") and **Richland County**, a body politic of the State of **South Carolina** (the "County").

RECITALS

WHEREAS, the County has ~~agreed~~ consented to ~~close~~ closing the highway-rail at-grade crossing on **Walter McCartha Rd.** at MP **C-19.40** (DOT# **843359G**) (the "Walter McCartha Crossing"); and

WHEREAS, CSXT has agreed to provide certain incentives to the County, as specifically set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Walter McCartha Crossing. The County hereby agrees to close the roadway according to State laws and rules and consents to the permanent closure of the Walter McCartha Rd. Crossing (the "Closure"). Closure process should be completed within 30 days after contract has been fully executed. Whereby, from the time the invoice is received by CSX, payment should be made to the County in the amount agreed upon below, within 30 days after closure process is complete.
2. CSX Incentives. CSXT will provide the following incentives to the County:
 - (a) Crossing Barricade/Surface Removal. CSXT agrees to remove and dispose of the crossing surface and restore the ditch lines. CSXT will install permanent barricades at the crossing as per the attached CSXT standard "Exhibit A"
 - (b) Financial Contribution. CSXT agrees to provide a monetary contribution to the County in the amount of Ten Thousand Dollars and no/100 (\$10,000.00).
3. Entire Agreement. This Agreement embodies the entire understanding of the parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.
4. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
5. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
500 Water Street, S/C J301
Jacksonville, Florida 32202
Attention: Director Project Management-Public Projects

If to the County:

Attention: _____

6. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

7. Applicable Law. This Agreement shall be governed by the laws of the State of **South Carolina** exclusive of its choice of law rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Richland County, SC

By: _____

Name: _____

Title: _____

CSX Transportation, Inc.

By: _____

Tony C. Bellamy
Director Project Management-Public Projects



Agenda Briefing

Prepared by:	Stephen Staley		Title:	County Engineer	
Department:	Public Works	Division:	Engineering		
Date Prepared:	February 03, 2021 rev. 3/10/21	Meeting Date:	March 23, 2021		
Legal Review	Elizabeth McLean via email		Date:	March 10, 2021	
Budget Review	James Hayes via email		Date:	March 09, 2021	
Finance Review	Stacey Hamm via email		Date:	March 09, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	Development & Services				
Subject:	Approval of Summit Ridge Drive Sidewalk Project				

STAFF’S RECOMMENDED ACTION:

It is recommended that County Council approve the Summit Ridge Drive Sidewalk Project so that County Staff can apply to the County Transportation Committee (CTC) for a “C” Construction Grant for funding design and construction.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is estimated to cost approximately \$275,000. If the project is approved by County Council, a “C” Fund Grant from the County Transportation Committee (CTC) will be requested.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This Project was selected from Citizen Service Requests (CSRs) that were received during calendar year (CY) 2020. Additionally, the six (6) below-listed sidewalk request with their corresponding Average Daily Traffic (ADT) load were also received during this period:

1. Westridge Road – 5,700 ADT
2. Brickingham Way – 600 ADT
3. Piedmont Ridge / Brookmist – 150 ADT
4. Ballentine Estates Road – 120 ADT
5. Rosecliff Circle – 280 ADT
6. Rosebrook Drive – 100 ADT

All sidewalk requests are evaluated and prioritized based on pedestrian safety and connectivity for access to schools, playgrounds, and other community services. This section of Summit Ridge Drive is a heavy traffic volume area. A recent traffic study showed an Average Daily Traffic (ADT) load of **8,600 vehicles per day**. Currently, pedestrians are forced to walk on landscaped sections, around obstacles with no established walkways, in front of homes, or within the road travelway of the heavy traffic noted above. This is clearly unsafe for pedestrians and motorists. This new sidewalk will provide safe and direct connectivity from an existing sidewalk located in the Centennial Subdivision of Lake Carolina. This sidewalk then leads to another existing sidewalk along Bombing Range Road and the remainder of Summit Ridge Road.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This project was the last piece of the FY 2021 Comprehensive Transportation Improvement Plan (CTIP) previously approved by County Council. The DPW Staff will bring this project before the County Transportation Committee (CTC) in April 2021 for grant funding under CTC guidelines.

ATTACHMENTS:

1. Engineer Estimate of Costs
2. GIS Map of area

ENGINEER COST ESTIMATE

SUMMIT RIDGE DRIVE SIDEWALK

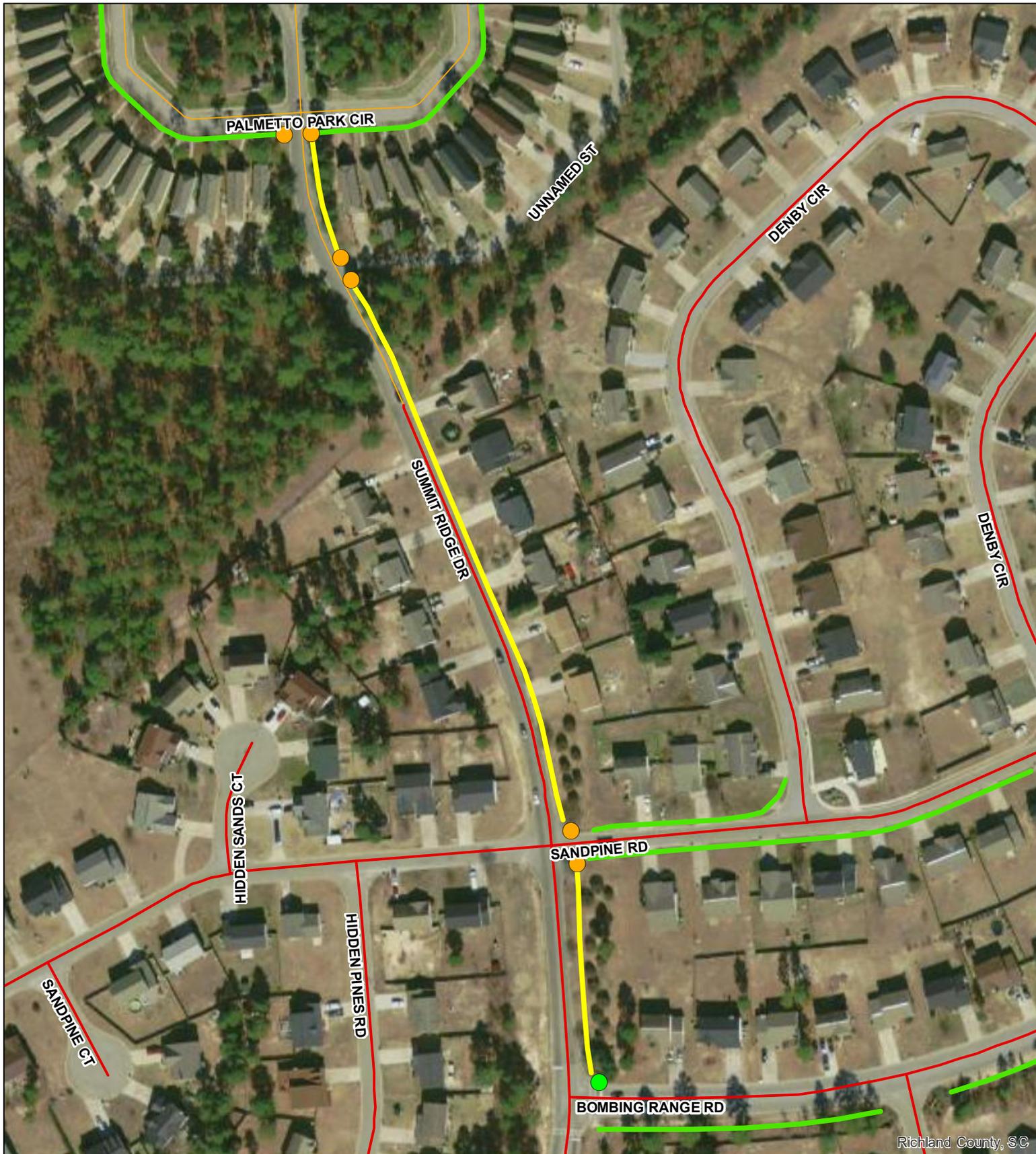
RICHLAND COUNTY, SC

TOTAL LENGTH OF ROAD SECTION

0.2 MILES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
2	UTILITY REPAIR ALLOWANCE	1	LS	\$10,000.00	\$10,000.00
3	TREE REMOVAL	7	EA	\$1,000.00	\$7,000.00
4	CONST. STAKES, LINES AND GRADES	1	EA	\$12,500.00	\$12,500.00
5	PERM. CONSTR. SIGNS (GROUND MOUNTED)	1	LS	\$2,500.00	\$2,500.00
6	TRAFFIC CONTROL	1	LS	\$25,000.00	\$25,000.00
7	CLEARING & GRUBBING	1	LS	\$10,000.00	\$10,000.00
8	UNCLASSIFIED EXCAVATION	300	CY	\$40.00	\$12,000.00
9	BORROW EXCAVATION	300	CY	\$45.00	\$13,500.00
10	8" WHITE SOLID LINES (CROSSWALK) THERMOPLASTIC - 125 MIL.	150	LF	\$10.00	\$1,500.00
11	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	12	LF	\$25.00	\$300.00
12	CONCRETE CURB & GUTTER	12	LF	\$40.00	\$480.00
13	CONCRETE SIDEWALK (4" UNIFORM)	467	SY	\$68.00	\$31,756.00
14	PEDESTRIAN CURB RAMP	6	EA	\$2000.00	\$12,000.00
15	2' X 5" DETECTABLE WARNING	6	EA	\$300.00	\$1,800.00
	TOTAL SIDEWALK COST				\$165,336.00
16	UTILITIES (10% OF PROJECT COST)				\$16,533.60
17	ENGINEERING/CONSTRUCTION MANAGEMENT (41%)				\$67,787.76
18	CONSTRUCTION CONTINGENCY (15%)				\$24,800.40
	TOTAL ESTIMATED CONSTRUCTION COST				\$274,457.76

Summit Ridge Drive - Proposed Sidewalks



Richland County, S.C

Legend

COMMENTS

- New Pedestrian Curb Ramp
- Existing Pedestrian Curb Ramp
- Existing Sidewalk
- Proposed Sidewalk

Roads

- County Paved
- - - County Unpaved
- Private or Other
- Proposed

**1050 LF of 4' sidewalk from
Palmetto Park Cir to
Bombing Range Rd**

1 inch = 150 feet
34 of 37



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



Richland County Council Request for Action

Subject:

I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO]

Notes:

Staff continues its efforts as outlined in the update provided during the February 23, 2021 committee meeting.

Richland County Council Request for Action

Subject:

I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON]

Notes:

Staff continues its efforts as outlined in the update provided during the February 23, 2021 committee meeting.

Richland County Council Request for Action

Subject:

Amend the County's current ordinance, in order to allow lighting on Broad River Road
[DICKERSON]

Notes:

Staff is presently researching information as requested by members of the committee during the February 23, 2021 committee meeting.



Agenda Briefing Addendum

Prepared by:	Brian Crooks, AICP	Title:	Interim Planning Services Manager
Department:	Community Planning & Development	Division:	Planning Services
Contributor:	Michael Maloney, P.E.	Title:	Director of Public Works
Date Prepared:	March 18, 2021	Meeting Date:	February 23, 2021
Approved for Consideration:	County Administrator		Leonardo Brown, MBA, CPM
Committee:	Development & Services		
Agenda Item:	5a. Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON]		

COUNCIL INQUIRY #1:

Where is the County currently paying for/providing lighting along Broad River Road?

Reply:

The County is currently paying for thirty-one [31] lights along Broad River Road. These are found between Marley Drive and Piney Grove Road. Specific information on this can be found under Attachment #6 of the original briefing document on pg. 83. The executed lighting agreement is provided here under Attachment 1 denoting the thirty-one [31] lights.

None of the existing lighting locations are on County maintained roads.

COUNCIL INQUIRY#2:

What could costs look like for providing lighting service County-wide in order to identify an appropriate funding source?

Reply:

During the D&S meeting Ms. Terracio and Mr. Malinowski referenced a previous cost estimate provided to Council that explored costs associated with lighting service. Planning Services is unaware of any prior detailed estimates and would defer to the appropriate staff that previously provided those costs.

Actual costs for lighting are determined based on the various rate structures provided for by Dominion Energy according to the type of service and the luminaire and pole leased or purchased. A more detailed cost estimate could be accomplished as part of a comprehensive lighting assessment by a professional lighting engineer.

Nonetheless, energy costs and the related energy cost increases will continue in perpetuity, or for as long as the lighting continues to exist.

COUNCIL INQUIRY #3:

How would need or justification for lighting in certain areas be determined? What that might entail?

Reply:

As described in Attachment #3 of the original briefing document on pg. 38, a “lighting warrant” is the method for establishing a basis on which lighting may be justified. A “lighting warrant” is an assessment of conditions against defined criteria and rating systems, which are context-specific to the site and situation. As such, the assessment does not specify where lighting is required, but rather where it would be beneficial. A “lighting warrant” or similar assessment would be able to provide an objective basis for road lighting. On pg. 52 under Attachment #3 of the original briefing document, it is noted under the “Recommendations for Steps Forward” that the County could contract with a professional lighting engineer to perform such as part of a comprehensive assessment and study of current lighting conditions, which would provide information related to the level of adequacy or inadequacy for lighting service and systems and any likely costs associated for such.

COUNCIL INQUIRY #4:

How are other peer jurisdictions and communities handling the provision for and funding of street lighting services?

Reply:

Greenville County has a mechanism that has not been widely used regarding street lighting provision that is similar to a Special Assessment. In Greenville County, requesting citizens petition the County’s Attorney office for lights. The Attorney’s Office performs an assessment to ensure the district requesting the lighting can pay for the on-going rate charge. They then utilize a Special Purpose Tax District to pay for the on-going service fees and any maintenance. Greenville County pays for the upfront installation costs, which the Special Purpose Tax District pays back over time. As such, those receiving the lighting service pay for the bill.

Public Works Staff continues to research funding and provision of street lighting by other peer jurisdictions.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Broad River Road Executed Lighting Agreement

AGREEMENT FOR PRIVATE SECURITY LIGHTING SERVICE

THIS AGREEMENT made this 28th day of November, 2012 by and between South Carolina Electric & Gas Company, for itself, its successors and assigns hereinafter called "Company" and Richland County – Broad River Road Streetscape located along Broad River Road from Marley Drive to Piney Grove Road in Columbia, South Carolina, hereinafter called "Customer".

It being agreed and understood that:

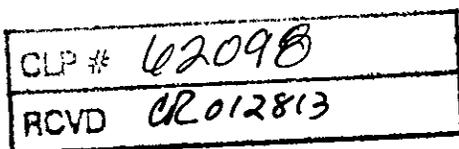
1. **EQUIPMENT:** Company will install and maintain standard light(s) and pole(s) as follows:

Qty	Type Luminaire(s)/Pole(s)	Rate	Lease Charges/Month
	100 Watt Metal Halide, 9,000 Lumens	26	\$
	150 Watt High Pressure Sodium, 15,000 Lumens	26	\$
	320 Watt Metal Halide, 30,000 Lumens	25	\$
31	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$20.15 each
	30' Wooden Pole	26	\$
	35' Wooden Pole	26	\$
	25' Fiberglass Pole	26	\$
	Other:	X	\$
TOTAL LEASE CHARGES PER MONTH:			\$624.65

All charges are subject to S.C. sales tax and all other applicable fees. These charges are in accordance with Company's published rates. Company will retain ownership of facilities installed on Customer's premises.

2. **LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.
3. **TERM:** The initial term of the Agreement is for five (5) years, beginning on the date service is established, and Agreement continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate the Agreement, except as noted in Item 5 below.
4. **DEPOSIT:** Customer will make a deposit of \$0.00 before commencement of the lighting installation. Deposit will be refunded, together with any interest then due, less any monies owed for service, at the end of the Agreement term, provided Customer's payment history has been satisfactory. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. Company reserves the right to terminate this Agreement and remove the lighting facilities at any time at its sole discretion. In this event, no termination charge will be applied.
5. **EARLY TERMINATION CHARGE:** Customer requested cancellation of this Agreement prior to expiration of the initial Agreement term as noted in Item 3 above will result in an early termination charge of \$2,325.00. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; or 3) discontinuation of access. In the event of default by Customer, Company reserves the right to terminate this Agreement, upon written notice to Customer and the early termination charges shall apply. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.
6. **RIGHT OF WAY:** Customer hereby grants Company free access and right of way to maintain, install and remove any and all luminaires, poles, conductors and appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.
7. **INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities, (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for: 1) notification to Company of any non-functioning or mal-functioning luminaires; 2) obtaining all applicable governmental permissions; 3) compliance with any governmental ordinances; and 4) payment to Company any and all costs associated with change-out of lighting fixtures associated with Customer's non-compliance noted above. Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances, including replacement of Company's standard lamps, photocells, poles, fixtures, conductors, conduit and electrical connections due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer

responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any



responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initials/Date

- 8. **RELOCATION:** If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.
- 9. **RATES AND TERMS:** The Rates and Terms under this Agreement are in accordance with Company's published Rates and General Terms and Conditions which are incorporated herein by reference and are available upon request. Rates and Terms are subject to change at any time by the South Carolina Public Service Commission in the manner prescribed by law.
- 10. **LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

- 11. **WARRANTIES:** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

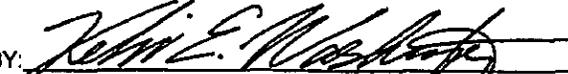
OTHER CONSIDERATIONS: Deposit waived - Left in as Termination Charge. Contribution in Aid to Construction of \$800.00 is required for this installation and to be paid prior to installation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

RICHLAND COUNTY

BY: 

BY: 

PRINT NAME: Daniel F. Kassis

PRINT NAME: Kelvin E. Washington, Sr.

TITLE: Vice President of Customer Service

TITLE: Chair

DATE: 12/21/12

DATE: 11/20/12

MAILING ADDRESS: _____

ACCOUNT NO: _____

RATE 26**OVERHEAD PRIVATE
STREET LIGHTING****AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

	SIZE AND DESCRIPTION	Lamp Charges per Month	kWh per Month
9,000	Lumens (MH) (100W) Closed Type	\$ 10.36	37
15,000	Lumens (HPS) (150W) Open Type	\$ 10.64	57
15,000	Lumens (HPS) (150W) Closed Type	\$ 12.06	62
30,000	Lumens (MH) (320W) Closed Type	\$ 18.64	123
50,000	Lumens (HPS) (400W) Closed Type	\$ 20.15	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500	Lumens (HPS) (100W) Open Type	\$ 10.59	38
9,500	Lumens (HPS) (100W) Closed Type	\$ 10.59	38
15,000	Lumens (HPS) (150W) Open Type - Retrofit	\$ 10.64	63
27,500	Lumens (HPS) (250W) Closed Type	\$ 17.41	102
45,000	Lumens (HPS) (360W) Closed Type - Retrofit	\$ 19.75	164

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows

7,500	Lumens (Mercury) (175W) Open Type	\$ 9.82	69
7,500	Lumens (Mercury) (175W) Closed Type	\$ 12.07	69
10,000	Lumens (Mercury) (250W) Open Type	\$ 14.79	95
20,000	Lumens (Mercury) (400W) Closed Type	\$ 18.69	159

Cost per month for each additional pole:					
25'	30'	35'	40'	45'	
(Fiberglass)					
\$9.95	\$4.65	\$5.10	\$6.50	\$7.75	

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above

ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS

Fuel costs of \$ 0.3541 per kWh are included in the monthly lamp charge and are subject to adjustment by the Public Service Commission of South Carolina

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body

PAYMENT TERMS

All bills are net and payable when rendered

TERM OF CONTRACT

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.