



**ANDERSON
COUNTY**
SOUTH CAROLINA

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
December 18, 2018 at 11:00 AM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Craig Wooten
3. **APPROVAL OF MINUTES:** December 4, 2018
4. **CITIZENS COMMENTS:** Agenda Matters
5. **PRESENTATION ON CLEANUP:** (allotted 15 minutes)
6. **ORDINANCE THIRD READING:**
 - a. **2018-057:** an ordinance authorizing the execution and delivery of Special Resource Credit Agreements by and between Anderson County, South Carolina, Ace Solar, LLC, and Pelzer Solar I, LLC with respect to certain economic development in the County including provision of certain Special Source Revenue Credits.
(Project Avocado) **PUBLIC HEARING-NO TIME LIMITS**
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2018-058:** An ordinance to amend Chapter 66, Article II, Titled Sewers, in its entirety.
PUBLIC HEARING-NO TIME LIMITS Mr. Rusty Burns (allotted 5 minutes)
 - c. **2018-059:** An ordinance to amend Chapter 2, Article V, Purchasing, of the Code of Ordinances, Anderson County, South Carolina to add Section 2-655 Titled "Project Delivery Methods Authorized For Infrastructure Facilities."
PUBLIC HEARING-NO TIME LIMITS Mr. Rusty Burns (allotted 5 minutes)
 - d. **2018-060:** An Ordinance providing for the issuance and sale of not exceeding Eight Million Five Hundred Thousand Dollars (\$8,500,000) Aggregate Principal amount of General Obligation Bonds of Anderson, County, South Carolina.
Ms. Rita Davis (allotted 5 minutes)
7. **ORDINANCE SECOND READING:**
 - a. **2018-062:** An ordinance to amending the zoning map to rezone +/- 8.75 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial) at 83 Princeton Highway. (District 7)
Dr. Jeff Parkey (allotted 5 minutes)
8. **ORDINANCE FIRST READING:** none
9. **RESOLUTIONS:**
 - a. **R2018-063:** A resolution approving the assignment of certain economic development property with respect to that Fee-In-Lieu of Ad Valorem Taxes and Economic Development Agreement between Anderson County, South Carolina and One World Technologies, INC., pursuant to the requirements of Title 12, Chapter 44 of the South Carolina Code; approving a termination of a Joinder Agreement and a Project Infrastructure Agreement.
Mr. Burriss Nelson (allotted 5 minutes)
10. **BID APPROVAL:**
 - a. #19-028 Chairs for 911 Dispatch

11. CAPITAL

- a. Economic Development Smart LED TV
- b. Firewall
- c. DataWorks Plus Livescan System

12. RADIO ID ACTIVATION APPROVAL:

13. APPOINTMENTS: Board of Assessment Appeals—D5

14. REQUESTS BY COUNCIL:

All Districts (14 minutes)

Anderson County Parks Dept. - D5

15. ADMINISTRATORS REPORT:

(Allotted 2 minutes)

- a. Letter of Appreciation: To: Mr. Rusty Burns From: Dr. Jack Abraham, EdD
- b. Building and Codes Report
- c. Sheriff's Report

16. COUNCIL RECOGNITION:

17. CITIZENS COMMENTS:

18. REMARKS FROM COUNCIL:

19. ADJOURNMENT:

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
DECEMBER 4, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
TOM ALLEN
CRAIG WOOTEN
CINDY WILSON
KEN WATERS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to call
2 the December 4th Special Presentation part of the
3 council meeting to order. I want to welcome each and
4 every one of you here, and thank you for coming.

5 First on the agenda is Resolution and Proclamations
6 2(a), R2018-065, Vice Chairman Graham. Mr. Chairman.

7 RAY GRAHAM: Thank you, Mr. Chairman. I
8 bring this forth in the form of a motion. This is
9 Resolution 2018-065. This is a resolution to honor and
10 recognize the Future Farmers of America Degree
11 recipients for their outstanding academic and
12 professional excellence and other matters related
13 thereto.

14 WHEREAS, students begin in the agriculture
15 education programs in Anderson County to develop
16 premier leadership, personal growth and career success;
17 and

18 WHEREAS, FAA students are encouraged to find a
19 career path of interest and begin working towards a set
20 goal. These students learn and practice skills in a
21 classroom setting to gain valuable experiences they can
22 apply to jobs or at home; and

23 WHEREAS, the National FFA 91st Convention and Expo
24 was held on Saturday October 27, 2018 in Indianapolis,
25 Indiana. During this event the National FFA
26 Organization presents the American FFA Degree, the
27 highest degree achievable to students who have
28 demonstrated outstanding leadership abilities,
29 dedication to his or her chapter in the State FFA
30 Association and have been actively involved within the
31 community throughout their FFA career; and

32 WHEREAS, on Saturday, October 27, 2018, the
33 American FFA Degree was awarded to the following
34 students as recognition of the years of academic and
35 professional excellence: Joseph McCannon, Kaylynn Jane
36 Hippler, Maeghan Inez Burdette, Joseph Powell Copelan
37 and William Lane Keasler; and

38 WHEREAS, the Anderson County Council is proud to
39 recognize and honor the youth in our community who
40 demonstrate high levels of professionalism,
41 entrepreneurship and vision, developing life skills
42 such as leadership responsibility and dedication and
43 commitment to give back to the community. We're proud
44 of your accomplishments and wish you great success in
45 your future endeavors.

46 RESOLVED in a meeting duly assembled this 4th day
47 of December, 2018.

48 Mr. Chairman, I bring this in the form of a motion.

49 TOMMY DUNN: Have a motion. Second Ms.
50 Wilson. Any further discussion? Hearing and seeing

1 none, all in favor of the motion show of hands.
2 Opposed like sign. Show the motion carries
3 unanimously.

4 Mr. Graham?

5 RAY GRAHAM: Mr. Chairman, if we can have
6 the individuals come up front and do a presentation and
7 if I can have fellow council members meet me down
8 there.

9 **(PRESENTATION OF RESOLUTION)**

10 TOMMY DUNN: Moving on now to Item 2(b),
11 R2018-066. This will be a resolution to promote and
12 encourage the citizens of Anderson County to support
13 small businesses, independently owned businesses during
14 November 25, 2018 through December 24, 2018, which is
15 small business month. I believe this is going to be
16 Ms. Wilson and Mr. Wooten, coming from all council,
17 will be presenting this. Go right ahead.

18 CRAIG WOOTEN: Thank you, Mr. Chairman. A
19 resolution to promote and encourage the citizens of
20 Anderson County to support small, independently owned
21 businesses during November 25, 2018 through December
22 24, 2018, which is small business month, and other
23 matters related thereto.

24 WHEREAS, there are over twenty-eight million small
25 businesses in the United States, including thirteen
26 thousand two hundred and twelve small businesses
27 located in Anderson County; and

28 WHEREAS, locally owned independent businesses
29 generate thousands of jobs for Anderson County
30 residents each year and provide unique services and
31 products that give Anderson County its distinct
32 character and sense of pride; and

33 WHEREAS, Anderson County's independently owned
34 businesses give back to our communities in goods,
35 services, time, talent, and help to preserve the
36 uniqueness of our communities; and

37 WHEREAS, the health of Anderson County and that of
38 each community within it depends on our support of
39 businesses owned by our friends and neighbors; and

40 NOW, THEREFORE, Anderson County Council is grateful
41 to recognize the small businesses within Anderson
42 County. We do hereby encourage the residents of
43 Anderson County to shop locally, specifically during
44 November 25, 2018 through December 24, 2018 in support
45 of Small Business Month, and throughout the year to
46 ensure our local economy continues to prosper
47 throughout the new year.

48 RESOLVED in meeting duly assembled this 4th day of
49 December, 2018.

50 And I put this in the form of a motion.

1 CINDY WILSON: Second. And we won't forget
2 the after Christmas sale.

3 TOMMY DUNN: Have a motion by Mr. Wooten,
4 second by Ms. Wilson. Are there any further
5 discussion? All in favor of the motion show of hands.
6 Opposed like sign. Show the motion carries
7 unanimously.

8 Be moving on now to Item number c, proclamation,
9 Arbor Day Month. Mr. Allen.

10 TOM ALLEN: Yes. Thank you, Mr. Chair.
11 This is the Arbor Day Proclamation.

12 WHEREAS, in 1872, J. Sterling Morton proposed to
13 the Nebraska Board of Agriculture that a special day be
14 set aside for the planting of trees; and

15 WHEREAS, the holiday called Arbor Day was first
16 observed with the planting of more than four million
17 trees in Nebraska; and

18 WHEREAS, Arbor Day is now observed throughout the
19 nation and the world; and

20 WHEREAS, trees can reduce the erosion of our
21 precious top soil by wind and water, lower our heating
22 and cooling costs, moderate the temperature, clean the
23 air, produce oxygen and provide habitat for wildlife;
24 and

25 WHEREAS, trees are a renewable resource, giving us
26 paper, wood for our houses and homes, fuel for our
27 fires and countless other wood products; and

28 WHEREAS, trees increase local property values,
29 enhance the economic vitality of business areas and
30 beautiful our community. And trees whenever they're
31 planted are a source of joy and spiritual renewal;

32 WHEREAS, Anderson County values having trees in our
33 community so much that it has earned and maintained the
34 Tree City USA designation since 2003.

35 NOW, THEREFORE, we, Anderson County Council of
36 Anderson, South Carolina, do hereby proclaim December
37 2018 as Arbor Day Month in the County of Anderson,
38 South Carolina, and we urge all citizens to celebrate
39 Arbor Day and to support efforts to protect our trees
40 and woodlands.

41 AND FURTHER, we urge all citizens to plant and care
42 for trees to gladden the heart and promote the well
43 being of the future generations.

44 PROCLAIMED on this 4th day of December, 2018.

45 And I'll put that in the form of a motion.

46 TOMMY DUNN: Motion Mr. Allen, second Ms.
47 Wilson. Further discussion? All in favor of the
48 motion show of hands. All opposed like sign. Show the
49 motion carries unanimously.

50 At this time that concludes this part of our

Anderson County Council - Special Presentation Meeting - December 4, 2018

1 council meeting. We'll reconvene back here at 6:30 to
2 start our regular council meeting.

3

4 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
DECEMBER 4, 2018

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
TOM ALLEN
CRAIG WOOTEN
CINDY WILSON
RON WILSON
GRACIE FLOYD

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: At this time we'll call the
2 regular county council meeting of December the 4th to
3 order. I'd like to welcome each and every one of you
4 here tonight. Thank you for coming.

5 The first order of business, if we'd all rise for
6 the invocation and pledge of allegiance. Councilman
7 Ken Waters.

8 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY KEN WATERS)**

9 TOMMY DUNN: Moving on to Item number 3,
10 approval of the minutes. Are there any changes,
11 corrections to be made to the November 20, 2018 council
12 meeting? Do we have a motion to accept?

13 CINDY WILSON: May I make the motion that
14 we accept the minutes as presented.

15 TOMMY DUNN: Ms. Wilson makes a motion.

16 KEN WATERS: Second.

17 TOMMY DUNN: Mr. Waters seconds the
18 motion. All in favor of the motion show of hands.
19 Opposed like sign. Show the motion carries
20 unanimously.

21 At this time, let the record show that Item number
22 8(a) has been pulled from the agenda. That's a
23 rezoning application first reading. 8(a) will be
24 pulled from the agenda at the request of the applicant.

25 Saying that, we'll move on now to citizens
26 comments. As Mr. Harmon, our attorney, calls your
27 name, please state your name, your district and address
28 the chair. You have three minutes. And please keep
29 the first go-around on items that's agenda related.
30 Mr. Harmon.

31 LEON HARMON: Mr. Chairman, we have one
32 citizen signed up. Cliff Bowman.

33 TOMMY DUNN: Mr. Bowman, step forward.
34 Mr. Burns, help him with the mic.

35 CLIFF BOWMAN: (Inaudible.)

36 TOMMY DUNN: Thank you, Mr. Bowman.

37 LEON HARMON: Mr. Chairman, no one else
38 is signed up.

39 TOMMY DUNN: Thank you, Mr. Harmon.

40 Moving on to Item number 5, a presentation for a
41 memorial at the Civic Center soccer field. Mr. Moore.

42 Mr. Burns, will you make sure that mic's on?

43 ANDY MOORE: Mr. Chairman, and ladies
44 and gentlemen of Council, thank you for letting me come
45 back tonight and speak to you. I greatly appreciate
46 this. You may be aware and remember last time I was
47 here we were talking about the soccer fields at the
48 Civic Center. The reason I'm here, if you remember, my
49 son was brutally murdered in a robbery in Warner
50 Robins, Georgia, January 21st of this year. It's been

1 a long year. Kind of tough. I miss him and think
2 about him every day.

3 Since that time I've -- I want to turn a tragedy
4 into something positive. I don't Parker to be
5 remembered as the kid that was murdered at Barberitos.
6 His life had so much potential. His life had so much
7 potential and he was much more than what was dealt to
8 him. And I'd ask the Council tonight if you'd listen
9 and help me honor his name.

10 If you recall, also, I've been talking to Mr. Burns
11 and Mr. Wooten, as well, and working with Todd
12 McCormick at the Civic Center about possibly placing a
13 sign and memorial at the soccer fields at the Civic
14 Center. By doing this, it's not just a memorial, it's
15 more -- it's not more about the memorial, it's more
16 about what I want to do. And what I want to do is
17 basically I want to be able to get the kids to play
18 soccer. I want them to enjoy his passion, his love.
19 And if you look at your pamphlets that I gave you, this
20 is all the information and pictures that I've placed in
21 there to show you where the sign and maybe Todd would
22 like the memorial and where we discussed. But it's to
23 be able to get kids to go to camp. I'd like to be able
24 to sponsor some kids to go to camp. I'd like to be
25 able to sponsor some kids or team jerseys on each side
26 to be able to maybe place a patch -- pay for their
27 jerseys, place a patch on the jerseys and let the team
28 know that it was dedicated in his memory. I'd also
29 like to be able to help the coaches with trophies and
30 do what I can to be able to make it easier on these
31 kids to enjoy their passion. I want them to discover
32 who Parker Killian Moore is. I want them to know who
33 he is and not just a -- not just my son that was
34 murdered; I want to be able to have a way to honor him.

35 So I'm asking tonight if you would consider helping
36 me fulfil my dream and honor by son by placing a
37 memorial and a sign and naming a field in his name? I

38 And if you notice, the first page was a picture I
39 brought last week; that is Parker. And the next page
40 is actually, that was his first soccer team. The next
41 picture is his family, which is all of us; his siblings
42 that he left behind. And I also put a letter in there
43 stating just roughly everything that I just mentioned
44 about Parker, his love and passion, who I've been
45 speaking to and what I'd like to do.

46 And then the next page is actually some pictures.
47 The first one is the first area in front of the field
48 where the sign -- where Todd and I discussed about
49 maybe placing a sign. The next page I mentioned, but
50 it's actually a corner of the property. Todd had

1 actually mentioned about maybe since the trees were
2 tearing up the sidewalk anyway to go ahead and cut down
3 about five or six trees, clean that area up, since they
4 were getting ready to redo the park, get that area
5 cleaned up. And in that corner, Todd would like to
6 also place some flagpoles with some lighting. And that
7 would be a great place to be able to put a memorial
8 right there and a couple of benches so the kids could
9 come, be able to read something about Parker and who he
10 was.

11 And on the last page it's an aerial shot, of
12 course, but if you look there's a corner that I just
13 mentioned where the memorial would go. And then, of
14 course, you can see the fields there.

15 But thank you for your time. I hope I can serve my
16 community well. And I hope Council will consider my
17 offer. I greatly appreciate your time.

18 TOMMY DUNN: Thank you, Mr. Moore.
19 Again, my heart goes out to you and your family. What
20 I'm going to do tonight is I'm going to ask the staff,
21 Mr. Burns, to put a Council committee together to make
22 sure we get everything done right and have some input
23 and report back to Council at next meeting and we'll
24 vote on something; okay?

25 ANDY MOORE: Yes, sir. Thank you very
26 much.

27 TOMMY DUNN: Thank you.

28 ANDY MOORE: Thank you for your time.

29 TOMMY DUNN: Moving on to Ordinance
30 third reading, 2018-045, an ordinance imposing a
31 prohibition on certain motor vehicle traffic on Ballard
32 Road. This will be a public hearing. Anyone wishing
33 to speak to this matter, please step forward, state
34 your name and district and address the chair. We're
35 now in a public hearing. Anyone at all?

36 STAN WELCH: Mr. Chairman, I'm from the
37 White Plains District. My comments have nothing to do
38 with this particular issue, but since it's a public
39 hearing I can talk about anything. I'm going to take
40 advantage of it. There are twelve public hearings on
41 tonight's agenda, which is ridiculous. I would ask
42 that the Council present an ordinance sometime next
43 year limiting the number of public hearings to three on
44 any given agenda.

45 TOMMY DUNN: Appreciate it, Mr. Welch,
46 and I'll have that to say, but public hearings are
47 limited to what the agenda item is. Keep that in mind.
48 Anyone else wishing to speak to this item on the close
49 of Ballard Road to limit traffic? Hearing and seeing
50 none, the public hearing will be closed. Now, do we

1 have a motion to move this forward?
2 CINDY WILSON: So moved.
3 TOMMY DUNN: Motion to move forward, Ms.
4 Wilson. Do we have a second?
5 CRAIG WOOTEN: Second.
6 TOMMY DUNN: Second Mr. Wooten. Now,
7 any discussion? Seeing and hearing no discussion ---
8 CINDY WILSON: It's a tough situation over
9 there so I would appreciate your consideration.
10 TOMMY DUNN: Go ahead, Mr. Graham.
11 RAY GRAHAM: Thank you, Mr. Chairman.
12 Ms. Wilson, I assume you have -- I do travel that road
13 a good bit, but you have spoken to your district and
14 this is something that ---
15 CINDY WILSON: From what I understand,
16 most of the residents on that leg of the road issued a
17 petition to Mr. Hopkins. The difficulty is one end is
18 on 29; the other end is on Highway 8. The terminus --
19 the radius and all for turning is nonexistent. And
20 both roads are very busy. It's very difficult to turn
21 onto and off of. It's just not engineered for that.
22 RAY GRAHAM: I agree a hundred percent,
23 especially with commercial trucks.
24 CINDY WILSON: Yeah.
25 RAY GRAHAM: It's definitely a tight
26 road.
27 CINDY WILSON: It's very narrow, too.
28 RAY GRAHAM: It's your district. It's
29 good.
30 TOMMY DUNN: All in favor of the motion,
31 show of hands.
32 TOM ALLEN: Mr. Chair?
33 TOMMY DUNN: Go ahead, Mr. Allen. I'm
34 sorry.
35 TOM ALLEN: I have a question. Is this
36 mainly to limit like large trucks or is there a certain
37 size?
38 CINDY WILSON: Eighteen wheelers that
39 don't have local deliveries. Because you literally
40 have to have someone to practically get out in the
41 middle of the road if you're going to make a lefthand
42 turn from Ballard onto 29. There's no line of sight
43 and the traffic is very fast there.
44 TOM ALLEN: Okay.
45 CINDY WILSON: And going onto and off of
46 8, they can't make the turn. It's just -- it would
47 take a much, much wide pipe to do that.
48 TOM ALLEN: Thank you.
49 TOMMY DUNN: All in favor of the motion
50 show of hands. Opposed like sign. Show the motion

1 carries unanimously.

2 Moving on to Item 6(b), 2018-046, an ordinance to
3 provide approval for Anderson County to quit claim an
4 area of 84 square feet to the current owner of Lot 1 of
5 Buckwood Subdivision in order that the garage located
6 on Lot 1 does not encroach into the right of way of
7 Oswego Road. This will be a public hearing. Anyone
8 wishing to speak to this matter, please step forward,
9 state your name and district. Again, it should be on
10 this subject. We're in a public hearing. Anyone
11 wishing to speak to this, please step forward. Seeing
12 and hearing none the public hearing will be closed. Do
13 we have a motion to move this forward?

14 KEN WATERS: So moved.

15 CINDY WILSON: Second.

16 TOMMY DUNN: Motion Mr. Allen; second
17 Mr. Waters. Any discussion? All in favor of the
18 motion, show of hands. Show the motion carries
19 unanimously.

20 Moving on to Item 6(c), 2018-048, an ordinance to
21 amend Chapter 70-9:2 of the Anderson County Code of
22 Ordinance so as to provide compensation to members of
23 the Board of Zoning Appeals. We have a public hearing.
24 Anyone wishing to speak to this matter please step
25 forward and state your name and district and address
26 the chair, please. Anyone at all? Seeing and hearing
27 none the public hearing will be closed. Do we have a
28 motion to move this forward?

29 KEN WATERS: So moved.

30 RAY GRAHAM: Second.

31 TOMMY DUNN: Motion Mr. Waters; second
32 by Mr. Graham. Any discussion?

33 TOM ALLEN: Mr. Chair?

34 TOMMY DUNN: Yeah.

35 TOM ALLEN: I've had a couple of
36 questions on this about paying any of the committees
37 that we have. Maybe I can clarify it a little bit.
38 We've got about, I think, twenty-one committees,
39 something like that, that we have appointed. And this
40 particular committee, like another one coming up in
41 here, these are very difficult committees to run, so to
42 speak. Some of them get kind of contentious. You're
43 dealing directly with the public. A lot of times
44 there's a lot of hot and heavy debate goes on. And
45 it's extremely important that we have committee members
46 that attend these meetings so that we can have a quorum
47 in order for them to make a decision. There's been
48 several times in the past when there's not been a
49 quorum. They couldn't make a decision. So that's the
50 reason this one is coming up, and there will be another

1 one later on coming up, because those two are difficult
2 and yet they're critical. And we're hoping that maybe
3 this very small incentive might help to assure that we
4 have quorums at these meetings. Thank you, Mr. Chair.
5 TOMMY DUNN: Thank you, Mr. Allen.
6 Anyone else?
7 GRACIE FLOYD: Mr. Chair?
8 TOMMY DUNN: Ms. Floyd.
9 GRACIE FLOYD: What is a very small amount
10 (inaudible).
11 TOMMY DUNN: I think it's -- correct me
12 if I'm wrong -- was it fifty dollars?
13 LEON HARMON: Fifty dollars a meeting.
14 TOMMY DUNN: Yeah. Anyone else?
15 KEN WATERS: Mr. Chairman, they do have
16 to go to school to be on some of these committees.
17 TOMMY DUNN: They have to have training;
18 yes, sir. Anyone else? All in favor of the motion
19 show of hands. Opposed like sign. Show the motion
20 carries unanimously.
21 Now we'll be moving on to Item 6(d), 2018-049, an
22 ordinance to amend Chapter 38-311 of the Anderson
23 County Code of Ordinances so as to clarify the
24 decision-making and public record and notification
25 processes for preliminary subdivision proposals. Be a
26 public hearing. Anyone wishing to speak to this matter
27 please step forward and state your name and district
28 and address the chair. Public hearing. Anyone at all?
29 Seeing and hearing none the public hearing will be
30 closed. Do we have a motion to move this forward?
31 KEN WATERS: So moved.
32 CINDY WILSON: Second.
33 TOMMY DUNN: Motion Mr. Waters; second
34 Ms. Wilson. Any discussion?
35 GRACIE FLOYD: Yes.
36 TOMMY DUNN: Ms. Floyd.
37 GRACIE FLOYD: Mr. Chairman, I'm sure
38 you're aware, there are people out in our community who
39 also get copies of this agenda, as well. And I
40 received one phone call on this one here, on (d), 6(d).
41 They were asking me on the Anderson Code of Ordinance
42 so as to clarify the decision-making and policy record
43 and notification process for preliminary subdivision
44 proposals. The question was, would you please explain
45 to the people who may be watching us and anybody else
46 who wants to know, what does this mean? What is this
47 all about?
48 TOMMY DUNN: Mr. Harmon, do you mind?
49 LEON HARMON: Ms. Floyd, what this really
50 means is that it would amend the code in two respects.

1 One, it would require the Planning Commission when it
2 rejects a plat to provide a reason for rejection of the
3 plat, in writing, to the applicant.

4 And then second, it amends another section of the
5 code to allow the Planning Commission to consider
6 certain factors. It provides them with some guidelines
7 or criteria, if you will, to consider when approving a
8 preliminary plat. And those are set forth in the
9 ordinance in Item 2.

10 GRACIE FLOYD: Thank you.

11 TOMMY DUNN: Thank you. Anymore
12 discussion? All in favor of the motion show of hands.
13 Opposed like sign. Show the motion carries
14 unanimously.

15 Moving on to 6(e), 2018-050, an ordinance to amend
16 Chapter 38-66 of the Anderson County Code of Ordinances
17 so as to provide compensation to Planning
18 Commissioners. Be a public hearing. Anyone wishing to
19 speak to this matter please step forward, state your
20 name and district and address the chair. Anyone at
21 all? Seeing and hearing none the public hearing will
22 be closed. Do we have a motion to move this forward?

23 CINDY WILSON: So moved.

24 TOM ALLEN: So moved.

25 TOMMY DUNN: Motion Ms. Wilson; second
26 Mr. Allen. Any discussion?

27 CINDY WILSON: Very quickly, if I may?
28 It's the same as the previous. The members of this
29 particular board have to go to school. And they've
30 also been sued. That's been a rough position to hold.
31 Thank you.

32 TOMMY DUNN: Thank you. Anyone else?

33 GRACIE FLOYD: How much are we paying
34 them, Mr. Chairman? The same as the other one?

35 TOMMY DUNN: Same thing, if I'm not
36 mistaken. Isn't that correct?

37 LEON HARMON: Yes, Mr. Chairman, that's
38 correct.

39 TOMMY DUNN: Anybody else? All in favor
40 of the motion show of hands. Opposed like sign. Show
41 the motion carries unanimously.

42 Moving on to Item number 6(f), 2018-051, an
43 ordinance amending the zoning map to rezone plus or
44 minus one acre from R-20, single family residential, to
45 R-D, residential duplex district, at 284 Grate Road in
46 District 4, Mr. Allen's district. Do we have a motion
47 to move this forward?

48 TOM ALLEN: So moved.

49 TOMMY DUNN: Motion Mr. Allen; second
50 Ms. Wilson. Any discussion? Hearing and seeing none,

1 all in favor of the motion show of hands. Show the
2 motion carries unanimously.

3 Moving on to 6(g), 2018-052, an ordinance to amend
4 the zoning map to rezone plus or minus .33 acres from
5 R-M1, that's mixed residential district, to C-2,
6 highway commercial, at 3 Beaverdam Road; be Ms.
7 Wilson's district. Do we have a motion to move this
8 forward? Motion Ms. Wilson. We have a second by Mr.
9 Graham. Any discussion? All in favor of the motion
10 show of hands. Opposed like sign. Show the motion
11 carries unanimously.

12 Moving on to Item number (h), 2018-053, an
13 ordinance to amend an agreement for the development of
14 a joint county industrial and business park, 2010 park,
15 of Anderson County and Greenville County so as to
16 enlarge the park. This will be a public hearing.
17 Anyone wishing to speak to this matter please state
18 your name and district and address the chair. Anyone
19 at all? Seeing and hearing none, the public hearing
20 will be closed. Do we have a motion to move this
21 forward?

22 KEN WATERS: So moved.
23 RAY GRAHAM: Second.
24 CINDY WILSON: Second.
25 TOMMY DUNN: Motion Mr. Waters; second
26 by Ms. Wilson. Mr. Nelson, do you have anything you
27 want to say to add to this?

28 BURRISS NELSON: (Inaudible.)
29 TOMMY DUNN: Okay. Thank you. All in
30 favor of the motion show of hands. Show the motion
31 carries unanimously.

32 Moving on to Item number 6(i), 2018-054, an
33 ordinance authorizing the execution and delivery of an
34 Infrastructure Credit Agreement to provide for
35 infrastructure credits to Armada Development, LLC to
36 assist in the development of a senior housing project.
37 This will be a public hearing. Anyone wishing to speak
38 to this matter, please step forward, state your name
39 and district and address the chair. Anyone at all?
40 Seeing and hearing none, public hearing will be closed.
41 Do we have a motion to move this forward?

42 RAY GRAHAM: So moved.
43 TOMMY DUNN: Motion Mr. Graham; second
44 Mr. Waters. Any discussion? All in favor of the
45 motion show of hands. Opposed like sign. Show the
46 motion carries unanimously.

47 Moving on to Item 6(j), 2018-055, an ordinance to
48 amend an agreement for the development of a joint
49 county industrial and business park, 2010 park, of
50 Anderson and Greenville Counties so as to enlarge the

1 park. This will be a public hearing. Anyone wishing
2 to speak to this matter, please step forward, state
3 your name and district and address the chair. Anyone
4 at all? Public hearing. Have anyone? Seeing and
5 hearing none, the public hearing will be closed. Mr.
6 Nelson, do you have anything on this?
7 BURRISS NELSON: (Inaudible.)
8 TOMMY DUNN: Do we have a motion to move
9 this forward?
10 TOM ALLEN: Motion.
11 KEN WATERS: Second.
12 TOMMY DUNN: Motion Mr. Allen; second
13 Mr. Waters. Any discussion? Hearing none, all in
14 favor of the motion show of hands. Opposed like sign.
15 Show the motion carries.
16 Moving on to Item 6(k), 2018-056, an ordinance
17 authorizing, under certain conditions, the execution
18 and delivery by Anderson County, South Carolina, of an
19 amended fee in lieu of taxes agreement with Robert
20 Bosch LLC with respect to a project in the county
21 whereby the project would be subject to payment of
22 certain fees in lieu of taxes and would be provided
23 certain special source credits against fee payments and
24 infrastructure improvement grant; Project Trio. This
25 will be a public hearing. Anyone wishing to speak to
26 this matter, please step forward and state your name
27 and district and address the chair. Public hearing.
28 Anyone at all? Seeing and hearing none the public
29 hearing will be closed. Do we have a motion to move
30 this forward?
31 KEN WATERS: So moved.
32 TOMMY DUNN: Motion Mr. Waters; second
33 Ms. Wilson. Any discussion? Mr. Nelson, do you have
34 anything?
35 BURRISS NELSON: (Inaudible.)
36 TOMMY DUNN: Thank you, Mr. Nelson.
37 Anyone else? All in favor of the motion show of hands.
38 Opposed like sign. Show the motion carries
39 unanimously.
40 Now we'll be moving on to Item number 7(a), 2018-
41 058, an ordinance to amend Chapter 66, Article II,
42 Titled Sewers, in its entirety. Do we have a motion to
43 move this forward?
44 KEN WATERS: So moved.
45 TOMMY DUNN: Motion Mr. Waters; second
46 Ms. Wilson. Mr. Burns or Mr. Harmon, do you just want
47 to touch this a little bit?
48 LEON HARMON: This ordinance replaces an
49 entire section in our Code, in Chapter 66, Article II.
50 From time to time we are required by the Environmental

1 Regulations to update our Code. And that's what this
2 is, an update to replace this section of the Code in
3 its entirety.

4 TOMMY DUNN: Thank you, Mr. Harmon. Any
5 more discussion? All in favor of the motion show of
6 hands. Opposed like sign. Show the motion carries
7 unanimously.

8 Now we'll be moving on to Item (b), 2018-059, an
9 ordinance to amend Chapter 2, Article V, Purchasing, of
10 the Code of Ordinances, Anderson County, South Carolina
11 to add Section 2-655 titled Project Delivery Methods
12 Authorized for Infrastructure Facilities. Do we have a
13 motion to move this forward?

14 KEN WATERS: So moved.

15 TOM ALLEN: Second.

16 TOMMY DUNN: Motion Mr. Waters; second
17 Mr. Allen. Mr. Harmon, would you just like to touch
18 one this, please, just for ---

19 LEON HARMON: Yes, Mr. Chairman and
20 members of Council. This would add a new section to
21 our procurement code. It's modeled after the state
22 code. It allows different project delivery methods
23 other than design, bid, build. For example, it would
24 allow construction management at risk. It would allow
25 design, build. It would allow some other methods. And
26 the idea behind the state code is to take advantage of
27 bringing -- being able to bring a project in in a more
28 timely fashion and to also bring it in in a more
29 economical manner. And their procedure for doing that
30 is set out in this ordinance.

31 TOMMY DUNN: Thank you, Mr. Harmon.

32 CINDY WILSON: Mr. Chairman, may I?

33 TOMMY DUNN: Ms. Wilson.

34 CINDY WILSON: There's just one small typo
35 at the bottom of the page. Someone hit a 9 in the
36 middle of services. I just want to make sure we get
37 that corrected.

38 TOMMY DUNN: Would you take care of
39 that, Mr. Harmon, on third reading?

40 LEON HARMON: Yes, Mr. Chairman, we can.

41 CINDY WILSON: Just a scrivener's error.

42 TOMMY DUNN: Anyone else?

43 GRACIE FLOYD: Yes.

44 TOMMY DUNN: Ms. Floyd.

45 GRACIE FLOYD: I am sure we discussed this
46 at the last meeting, and I was here at the last
47 meeting.

48 LEON HARMON: Yes, ma'am.

49 GRACIE FLOYD: Could you go a little
50 further in what you're talking (new recording

1 commences) I can't bring up anything from the last
2 meeting that we discussed on this. So could you just,
3 please, just start over. I'm sure there's others out
4 there that's feeling the same way. But could you just
5 start over and explain what this is about?

6 LEON HARMON: Yes, ma'am. Ms. Floyd,
7 it's a new section in our ordinance to add different
8 project delivery methods; in other words a different --
9 different ways to build a construction project in the
10 county other than what we use now, which is design, bid
11 and then build. This would allow us to utilize
12 methodologies like design, build or construction
13 management at risk or design, build, finance, operate
14 and maintain. There are about five different types of
15 project delivery methods in the state code. And the
16 reason the legislature put those in there was in order
17 to take advantage of different methods of building a
18 project so that they can be brought in in a more timely
19 manner which typically also allows an economic
20 advantage; in other words a project would generally
21 cost less to do it this way.

22 GRACIE FLOYD: We have been doing it.
23 We've been doing it for a while.

24 LEON HARMON: Yes, ma'am.

25 GRACIE FLOYD: Okay. So what is the
26 reason we're going to change it? Is it some other
27 reason we have other than this is what the state does?
28 Because we don't always do what the state have been
29 doing.

30 LEON HARMON: We do not. No, I don't
31 think there's any other reason. It's simply to allow
32 construction projects to proceed in a different manner
33 if the Council approved that. Every project would come
34 to the Council for approval before we would embark upon
35 a different methodology for bringing that project to
36 fruition.

37 GRACIE FLOYD: Okay. Leon, please excuse
38 me. All I can come up with is Leon.

39 LEON HARMON: That's all right. I answer
40 to that name, too.

41 GRACIE FLOYD: Thank you, but excuse me,
42 it's unprofessional and I know that. But anyway, what
43 we've been doing for years and years and years has been
44 working for Anderson. You can just look around and see
45 that it has been working. So if it's not -- it's not
46 broken; is it, our system presently?

47 LEON HARMON: I don't think it's broken.
48 The ---

49 GRACIE FLOYD: Well, if it's not broken
50 then why are we going to change it just because this is

1 the way the state does it?

2 LEON HARMON: Well, it is the way the
3 state does it; you're correct about that. But it would
4 allow us the opportunity to take advantage of being
5 able to allow projects to be brought in in a more
6 timely manner. In other words, it wouldn't take as
7 long to do the construction. You would be doing part
8 of the construction while the design is going on in a
9 design, build type of project delivery. Or in some of
10 these others, it would allow a different mechanism for
11 the county to utilize. And what this does is allow Mr.
12 Burns and his staff to look at these different delivery
13 methods for a particular project and then come to
14 Council and get your approval to utilize a different
15 method other than design, bid and then build.

16 GRACIE FLOYD: I understand what you're
17 saying. I understand it explicitly; okay? But for
18 some reason I'm seeing red flags up everywhere. If
19 what we've been doing has been working, there have been
20 no -- have we had any complaints about the way we were
21 doing this?

22 LEON HARMON: I don't know that ---

23 GRACIE FLOYD: It may have been a slower
24 method, but it was a -- the kind of method where you
25 had time to think rather than go bop, bop, bop. I know
26 we have done that in the past. I don't know, but I do
27 thank you for answering my questions.

28 LEON HARMON: Yes, ma'am. You're
29 welcome.

30 TOMMY DUNN: Thank you, Mr. Harmon.
31 Anyone else? Let me say, we ain't changing -- this
32 ain't changing the way we do nothing. It's just adding
33 more tools in the toolbox and gives ability in other
34 places runs across doing it. The state changed this
35 and changed it for a reason. Hopefully to bring a
36 project in more cost-effective and a better project.
37 In a nutshell what you're going to be doing is probably
38 bringing in a contractor up front instead of having to
39 bid one out and have a say up front. It's not locking
40 into this. Council will vote on each one of these
41 things, how they come up and everything. And I think
42 it'll give -- it's just to put more tools in the
43 toolbox of the Council to be able to put a better
44 project up. And this come across in looking at
45 different projects of the last several years of doing
46 these different scenarios brought up by different
47 architects and different people and different entities
48 about doing this, and some different things. And our
49 hands are tied, we can't even talk about doing it,
50 because our Code of Ordinances wouldn't allow us to do

1 this. This will at least give us the opportunity to
2 look at some of these. And again, full Council will be
3 voting on this if it passes.

4 KEN WATERS: Mr. Chairman?
5 TOMMY DUNN: Ms. Wilson is first and
6 then we'll come back to you.

7 CINDY WILSON: I just very quickly wanted
8 to point out, it's still subject to approval by
9 Council.

10 TOMMY DUNN: I think I've said that
11 several times.

12 CINDY WILSON: And it seems like we have
13 even more checks and balances built into these extra
14 methods. Thanks.

15 TOMMY DUNN: Yes, ma'am. Mr. Waters.
16 KEN WATERS: Yeah, just to add a little
17 to that. We've never -- the County has never dealt
18 with some of the situations we've dealt with to move
19 projects forward. Is that correct, Mr. Burns?

20 RUSTY BURNS: Correct.
21 KEN WATERS: In the past few years. I
22 think this is a learning process that we're adding
23 something to that we've learned by experience. Is that
24 not correct?

25 RUSTY BURNS: Correct.
26 KEN WATERS: Looking at -- just bringing
27 up some numbers, our last project our unemployment rate
28 is at 3.1%.

29 RUSTY BURNS: Yes, sir.
30 KEN WATERS: Is that not a record?
31 RUSTY BURNS: No, sir. We've been a
32 little bit lower, but it's awfully close to it.

33 KEN WATERS: Well, I thought so. But
34 anyway, just looking at that, I think that's, you know,
35 some of the things that's happened in the past few
36 years because we went from 13.6 or something like that;
37 wasn't it, about ten years ago?

38 RUSTY BURNS: 14.5.
39 KEN WATERS: 14.5. So we've improved a
40 lot. And so I think we've learned a lot over the
41 years. And I'd like to just mention that. Thank you,
42 sir.

43 TOMMY DUNN: Thank you.
44 GRACIE FLOYD: Mr. Chair?
45 TOMMY DUNN: Yes, ma'am.
46 GRACIE FLOYD: Thank you. A few years ago
47 everybody was up and over 14.5 because we were in a
48 recession at that time. But I'm asking these questions
49 because -- maybe it's because I don't know what goes on
50 in the meetings. We just get the headlines of the

1 meetings and that's it. But -- and I know I've had
2 time to go further in this after we had the first
3 reading. But even then I had some questions about it.
4 And I still say -- well, we have one more reading to go
5 through it and maybe then others will come forward and
6 say, why are we doing this? Who's behind this? Whose
7 idea is this? This is what I would like to know. And
8 why? Thank you. Thank you, Mr. Chair.

9 TOMMY DUNN: Mr. Wooten.

10 CRAIG WOOTEN: I think from my standpoint,
11 the way I easily digested it, because I had some of the
12 same concerns, is, you know, if we do design, bid,
13 build now and in the future we have the option for
14 these other mechanisms, then what's going to be easy
15 for me is, you know, the first time the staff presents
16 an alternative option, I'm going to say, well, why is
17 it better than what we originally did? But I think
18 that's an easy question that they'll be able to answer
19 to make us feel good about. I know some of the folks
20 we work with said the timing of bidding certain things
21 out and obviously time, money and contracting and
22 making it work. This will allow for it to be easier.
23 But I do believe that the first time we do take another
24 mechanism, we'll be able to contrast it with what we've
25 been doing all along.

26 TOMMY DUNN: Thank you, Mr. Wooten. All
27 in favor of the motion show of hands. All opposed.
28 Show the motion carries unanimously.

29 Moving on now to Item (c), 7(c), 2018-060, an
30 ordinance providing for the issuance and sale of not
31 exceeding 8.5 million dollars aggregate principal
32 amount of general obligation bonds of Anderson County,
33 South Carolina. This will be a public hearing. Anyone
34 wishing to speak to this matter, please step forward
35 and state your name and district, address the chair.

36 FRANK PRESSLY: Mr. Chairman, Frank
37 Pressly, District 4. As is normally the case on the
38 morning of a County Council meeting, I pulled up the
39 agenda to take a look at what we were going to be
40 talking about tonight. And I take particular note of
41 those subjects that are going to be public hearing
42 matters because a public hearing is the one opportunity
43 that the public has to talk to Council about plans and
44 which way the county is going.

45 So I was reading through the agenda packet here and
46 I saw that there was an ordinance providing for the
47 issuance and sale of eight and a half million dollars
48 in bonds. Eight and a half million dollars. I
49 thought, oh, that's a lot of money. That's more money
50 than we've spent on the whole Preston issue here in the

1 last ten years; legal fees, payout, everything. I
2 mean, eight and a half million dollars. Wonder what
3 that's for? I looked at the agenda and it didn't say
4 what it was for. So I sat down with my cup of coffee
5 and doughnut and read the entire agenda packet, which
6 is about three hundred and thirty-five pages, to learn
7 what this eight and a half million dollars was going to
8 be spent for, because I wanted to come to this public
9 hearing and say something about that.

10 Well, three hundred and thirty-five pages later,
11 there were nine words: constructing, improving,
12 acquiring and equipping a fleet services facility.
13 That's it. That's all the information that we have
14 about this eight and a half million dollars. And we're
15 supposed to come in here as a public and make comments
16 and talk about it, give advice, objections.
17 Unfortunately, I can't find anything to say about nine
18 words other than we need to know more about what these
19 things are -- I know y'all talk about these things in
20 committee and you probably all each know about all this
21 stuff. But just to have an ordinance for eight and a
22 half million dollars and everybody throw up their hand,
23 and the public doesn't have the opportunity because
24 we're not going to have another opportunity. This is
25 the only public hearing that they're going to have for
26 this. And we know absolutely nothing about this
27 project. Nothing. Other than the fact that it's going
28 to build something. That's something that needs to
29 change; in a search for transparency, the public needs
30 to be taught and told. And the gentlemen earlier was
31 right, cramming all these public hearings into one
32 night just before the end of the year smells a little
33 Prestonian. But I say again, you know, we need to know
34 more about this stuff. If you're going to look to us
35 for input, you need to educate us. Thank you.

36 TOMMY DUNN: Anyone else? Anyone at
37 all? Public hearing will be closed. Do we have a
38 motion to put this on the floor? Motion Ms. Wilson;
39 second Mr. Allen.

40 Ms. Davis, will you step forward and state what
41 this is. And while you're doing this, I'm going to say
42 a few words. There will be plenty more votes on this.
43 All this is basically -- help her, Mr. Burns, with the
44 mic, get it down farther. All this is basically doing
45 is starting the paperwork for the issuance of bonds.
46 They ain't spending not one dollar of money getting
47 back and it will be plenty of other opportunities to do
48 it. But I do love the same ole, same ole song every
49 time somebody comes up here, we've got to show up Joey
50 Preston and transparency. I've just about had a belly

1 full of -- all you've got to do is go on the internet
2 and see anything where any dollar is spent or whatnot.
3 But we love to -- after ten years we still keep
4 throwing that and going back when you hear something
5 just to hear the old favor old tune.

6 Ms. Davis.

7 RITA DAVIS: Yes, sir, Mr. Chairman.
8 This one we spoke about on first reading, we have the
9 '07 general obligation bond is rolling off. And so
10 this would be for a new fleet services building, that
11 as you know is in horrible condition; roof leaks, you
12 can't get a lot of the big equipment inside to work on
13 it. The gentlemen are outside in the fleet services
14 yard working on it. So the -- as you'll notice, the
15 wording says not to exceed 8.5 million. We do that so
16 we don't have to come back to Council. Right now the
17 cost is estimated to be 7.8 million dollars. We'll
18 have probably about a hundred and fifty thousand in
19 issuance costs because we're going to go to a public
20 sale. We're going to go to the market. We'll probably
21 save about six hundred thousand over the fifteen year
22 life of the bond. So that's why we're doing that. And
23 it's exciting. It's going to be thirty-one thousand
24 five hundred and eighty-three square feet, we think, at
25 this time. However, all of this will be coming back
26 before Council for voting. The mechanism by -- we get
27 the contractor to build it, what it's going to look
28 like, the design, so Council will have input on that.
29 We're just trying to get the financing aligned so that
30 we will be ready to go to the market because there's
31 going to be some work involved in that, in gathering
32 data -- you save money but there's more work. There
33 will be continuing disclosures I'll have to do every
34 year. But it's worth it, I think, six hundred thousand
35 dollars. So any questions regarding this?

36 TOMMY DUNN: No. I just want to add,
37 there's not -- as you said, it's not to exceed. We
38 don't have a price of what this building will cost. It
39 could cost three million; it could cost seven, as you
40 said. But we need to get something designed or whatnot
41 as a starting point.

42 RITA DAVIS: That's right. Most
43 definitely.

44 TOMMY DUNN: And we don't -- it's sort
45 of like the bank, we ain't got to use the eight million
46 if we don't need it.

47 RITA DAVIS: That is correct; not to
48 exceed amount.

49 TOMMY DUNN: Does anybody have any
50 questions for Ms. Davis while she's here?

1 GRACIE FLOYD: Yes, I do.
2 TOMMY DUNN: Ms. Floyd.
3 GRACIE FLOYD: Ms. Davis, last time you
4 said that the original bond itself -- well, not the
5 original -- you said -- I asked how much was the
6 original bond, and you said eight million five hundred.
7 And then you said the debt service will be less, about
8 seven and seventy-five thousand, whereas currently
9 we're paying eight hundred and fifty thousand. So what
10 happens if it falls -- or if it comes under the
11 projected price of seven thousand five hundred but
12 under eight thousand five hundred (verbatim)? What
13 happened to that extra money?
14 RITA DAVIS: Then we can lower the debt
15 service millage. The auditor would set less debt
16 service millage if the price was lower. Because
17 therefore, the annual debt service payment will be
18 less.
19 GRACIE FLOYD: Okay. All right. But you
20 know, have we ever come under bid before where the
21 auditor had to set it lower?
22 RITA DAVIS: Oh, yes, ma'am.
23 GRACIE FLOYD: I don't remember an
24 instance ---
25 RITA DAVIS: He lowers -- he did this
26 year. During the budget ---
27 GRACIE FLOYD: On what?
28 RITA DAVIS: --- 2.1 and he ended up
29 setting two mills.
30 GRACIE FLOYD: Say that again. I'm sorry.
31 RITA DAVIS: Ma'am?
32 GRACIE FLOYD: What did you say? I didn't
33 hear what you said earlier.
34 RITA DAVIS: I just said, yes, ma'am, he
35 looks at the value of a mill as he sees it and then he
36 sets the debt service millage. And he did set -- he
37 lowered it a tenth of a mill the year that we're in
38 now, from last tax year.
39 GRACIE FLOYD: Okay. Well, I am hearing
40 the same thing that the gentleman just spoke about from
41 people out in the area that all of this stuff comes up
42 but it's not explained where people can understand.
43 You know, like we know about it because most of y'all
44 are in key committees. And you know what's going on.
45 But when you bring it back this is the kind of stuff we
46 get that it's so esoterica and nobody can -- nobody
47 knows what you're talking about. So I wish that we
48 could do something about that, as well. Thank you, Mr.
49 Chair and Ms. Davis.
50 TOMMY DUNN: Thank you. Anyone else.

1 All in favor of the motion show of hands.
2 STAN WELCH: Sir, if I may?
3 TOMMY DUNN: The public hearing is over
4 with. This ain't no ---
5 STAN WELCH: Well, I raised my hand when
6 you said was there anyone else? You just didn't see
7 it.
8 TOMMY DUNN: I'm talking about the
9 council members right here.
10 STAN WELCH: Oh, okay. I'll wait until
11 the next public hearing. Thank you.
12 TOMMY DUNN: Thank you. Again, for the
13 record, all in favor of the motion show of hands. Show
14 the motion carries unanimously.
15 Moving on now to Item -- 8(a) has been took off.
16 So we'll be going on to 8(b), 2018-062, an
17 ordinance to amend the zoning map to rezone plus or
18 minus 8.75 acres from C-1N, neighborhood commercial
19 district to C-2, and that's highway commercial, at 83
20 Princeton Highway. Be in District 7. And this will be
21 a public hearing. Anyone wishing to speak to this
22 matter, please step forward, state your name and
23 district and address the chair, please. And make sure
24 it's on this matter right here.
25 STAN WELCH: Stan Welch, White Plains
26 precinct. I spoke earlier. I'd just like to clarify,
27 I meant to draw no analogies between the way this
28 Council does business and the way business was done ten
29 years ago. I'd just like to have that on the record.
30 TOMMY DUNN: Appreciate it. Anyone
31 else? Anyone at all? Public hearing will be closed.
32 Dr. Parkey.
33 JEFF PARKEY: Thank you, Mr. Chair,
34 Council members. The request is to change from C-1N to
35 C-2, Princeton Highway -- 83 Princeton Highway is the
36 location of the parcel, just outside Honea Path town
37 limits. The applicant is making the request to build a
38 new storage building in addition to the two storage
39 buildings that they already have on the property.
40 Staff recommended approval. The Zoning Advisory Group
41 met on November 7th and it recommended approval. The
42 Planning Commission met on November 13th and it
43 recommended approval. Thank you, Mr. Chair.
44 TOMMY DUNN: Thank you. Do we have a
45 motion to move this forward?
46 KEN WATERS: So moved.
47 TOMMY DUNN: Motion Ms. Wilson; second
48 Mr. Waters. Now any discussion or any questions for
49 Dr. Parkey? Any questions or comments? All in favor
50 of the motion show of hands. Opposed like sign. Show

1 the motion carries unanimously. Thank you, Dr. Parkey.
2 JEFF PARKEY: Thank you.
3 TOMMY DUNN: Moving on to Item number
4 10, bid approval, (a), number 19-025 KidVenture
5 Playground, 2.0 professional services. Mr. Harmon, you
6 want to -- or Mr. Burns?
7 RUSTY BURNS: Mr. Chairman, this is a
8 proposal for services to design the new KidVenture 2.0.
9 We have received one bid. It was responsive to what we
10 requested. It is ADC Engineering in Greenville.
11 Request permission to begin negotiations with this
12 firm. We will come back to Council when we have a firm
13 price.
14 TOMMY DUNN: Do we have a motion? You
15 heard Mr. Burns' request. Do we have a motion?
16 CINDY WILSON: So moved.
17 RAY GRAHAM: Second.
18 TOMMY DUNN: Motion Ms. Wilson; second
19 Mr. Graham. Any discussion? Hearing none all in favor
20 of the motion show of hands. Opposed? What are you
21 doing, Ms. Floyd? It's unanimous.
22 Moving on to Item number 11, Executive Session. Do
23 we have a motion to go into executive session
24 concerning contracts for county healthcare plan?
25 CINDY WILSON: So moved.
26 TOMMY DUNN: Motion Ms. Wilson; second
27 Mr. Graham. All in favor of the motion show of hands.
28 Opposed like sign. Show the motion carries. We'll go
29 in the back, back here, is that right? We'll go in
30 this conference room.
31 **(EXECUTIVE SESSION)**
32 CINDY WILSON: ... session, having
33 received information regarding the county employee
34 health plan contract.
35 TOMMY DUNN: Have a motion Ms. Wilson.
36 Have a second?
37 TOM ALLEN: Second.
38 TOMMY DUNN: Second Mr. Allen. All in
39 favor of the motion show of hands. Opposed like sign.
40 Abstentions. Show the motion carries with Mr. Waters,
41 Mr. Allen, Mr. Dunn, Mr. Graham, Mr. Wooten and Ms.
42 Wilson in favor and Ms. Floyd abstains.
43 GRACIE FLOYD: Okay. Mr. Chairman, would
44 you please put in the record that I'm abstaining
45 because I did not attend the executive session.
46 TOMMY DUNN: Let the record show Ms.
47 Floyd abstained because she did not attend the
48 executive session. Do we have a motion?
49 RAY GRAHAM: Mr. Chairman, if I may? I
50 bring this forth in the form of a motion. This is to

1 approve, in principal, the contracts and applications
2 for the self-funded county health insurance plan; to
3 authorize the County Administrator to negotiate any
4 remaining issues in certain contracts and to authorize
5 the County Administrator or his designees to sign the
6 contracts for the self-funded county health insurance
7 plan. I bring this in the form of a motion.
8 TOMMY DUNN: Motion Mr. Graham; second
9 by Mr. Waters. Now discussion?
10 GRACIE FLOYD: Yes.
11 TOMMY DUNN: Ms. Floyd.
12 GRACIE FLOYD: I'm sure all of us received
13 the Freedom of Information Act request form. Did we
14 not? You all got it too; didn't you? I'm sure you
15 did. Okay. These questions that were asked, have we
16 satisfied the request ---
17 TOMMY DUNN: No, ma'am.
18 GRACIE FLOYD: --- as of yet?
19 TOMMY DUNN: No, ma'am.
20 GRACIE FLOYD: We have not satisfied ---
21 TOMMY DUNN: They're working on it. And
22 also I'll let Mr. Harmon speak on the legalities of
23 some of the stuff.
24 GRACIE FLOYD: Okay.
25 LEON HARMON: At this point we have -- we
26 still have time to respond under the FOIA statute.
27 Secondly, we don't have contracts signed yet. They're
28 still in negotiations. So we will not be releasing any
29 of those under an exception to the FOI Act until we
30 actually have signed contracts.
31 GRACIE FLOYD: Okay. The contract will
32 the contracting entity; that's what we're ---
33 LEON HARMON: Contracts with the
34 providers for our health care plan; yes, ma'am.
35 GRACIE FLOYD: All right. Well, after we
36 sign the contract, is it possible that it's going to
37 change or it would change?
38 LEON HARMON: That the contract would
39 change?
40 GRACIE FLOYD: Yes.
41 LEON HARMON: No, ma'am. I would not
42 anticipate that it would once it's negotiated and
43 signed.
44 GRACIE FLOYD: Okay. Thank you.
45 LEON HARMON: Yes, ma'am.
46 TOMMY DUNN: Anyone else? All in favor
47 of the motion show of hands. All opposed?
48 Abstentions? Show the motion carries, Mr. Waters, Mr.
49 Allen, Mr. Dunn, Mr. Graham, Ms. Wilson and Mr. Wooten
50 in favor and Ms. Floyd abstains.

1 Item number 12, Council meeting adjustments. Help
2 me out, Mr. Burns.
3 RUSTY BURNS: Mr. Dunn, it to have that
4 meeting to begin on the day of the Council meeting but
5 have it begin at 11:00 in the morning.
6 TOMMY DUNN: Like we've done for the
7 last couple of years?
8 RUSTY BURNS: Yes, sir.
9 TOMMY DUNN: Do we have a motion to that
10 effect?
11 RAY GRAHAM: So moved.
12 TOMMY DUNN: Motion Mr. Graham. Second?
13 Regular Council meeting day.
14 TOM ALLEN: Do you know the date ---
15 TOMMY DUNN: 18th, regular council
16 meeting. It's just we're doing a daytime meeting
17 instead of a nighttime meeting, like we've done the
18 last two or three years. We have a second by Mr.
19 Waters. Anymore discussion? All in favor of the
20 motion show of hands. Opposed like sign. Show the
21 motion carries unanimously.
22 Appointments. I believe Mr. Graham has got one.
23 RAY GRAHAM: Thank you, Mr. Chairman.
24 On the Economic Development Board, one of my members
25 has elected not to continue on that board due to
26 obligations with his job and actually his business.
27 With that being said, I bring forth requesting
28 Council's approval to appoint Greg Tysl to the Economic
29 Development Board for District 3. Greg is a VP of
30 Manufacturing at Medline Industries. Very active in
31 the community down in Belton and Honea Path area. Will
32 definitely bring a lot of great knowledge and insight
33 to this board. So I bring that in the form of a motion
34 that -- for Council's approval.
35 TOMMY DUNN: Motion Mr. Graham; second
36 by Ms. Wilson. Any discussion? All in favor of the
37 motion show of hands. Opposed like sign. Show the
38 motion carries unanimously. Anyone else have any
39 appointments?
40 Moving on to request by council members. Mr.
41 Waters?
42 KEN WATERS: I don't have any.
43 TOMMY DUNN: Mr. Allen?
44 TOM ALLEN: Yes, Mr. Chair. As far as
45 requests, I'd like to do a thousand dollars to the
46 Outdoor Dream Foundation. I'll put that in the form of
47 a motion.
48 TOMMY DUNN: Hang on. How much are they
49 requesting?
50 TOM ALLEN: They're asking twenty-five

1 hundred.
2 TOMMY DUNN: That's what I was thinking.
3 Would you hold off, Mr. Allen. You might not have to
4 give so much. Somebody else might even it out some, is
5 what I'm getting at. Oh, okay, I'm sorry. I took it
6 wrong. I thought it was ---
7 TOM ALLEN: Twenty-five hundred from
8 each.
9 TOMMY DUNN: Yeah. I thought it was
10 twenty-five hundred total. Thank you. I stand
11 corrected. Thank you, Mr. Allen. I wish you'd go a
12 little more. I've got to give mine now. Go ahead, Mr.
13 Allen. I'm sorry.
14 TOM ALLEN: I put that in the form of a
15 motion.
16 TOMMY DUNN: Have a motion Mr. Allen;
17 second Ms. Wilson. Anymore discussion? All in favor
18 of Mr. Allen's motion show of hands. Show the motion
19 carries.
20 TOM ALLEN: That was all I had.
21 TOMMY DUNN: Thank you. Ms. Floyd, do
22 you have any?
23 GRACIE FLOYD: I don't have any tonight.
24 TOMMY DUNN: Thank you. Mr. Graham?
25 RAY GRAHAM: Thank you, Mr. Chairman.
26 I'd like to put five hundred dollars from my rec fund
27 toward Outdoor Dream Foundation.
28 TOMMY DUNN: Thank you. We have a
29 second by Ms. Wilson. Any discussion? All in favor of
30 the motion show of hands. Opposed like sign. Show the
31 motion carries unanimously. Mr. Wooten?
32 CRAIG WOOTEN: Yes. I'd like to make a
33 motion to do fifteen hundred dollars to the Outdoor
34 Dream Foundation. I'll put that in the form of a
35 motion.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Motion Mr. Wooten; second
38 by Ms. Wilson. Fifteen hundred dollars from District
39 1's recreation account. Anymore discussion? All in
40 favor of the motion show of hands. Opposed like sign.
41 Show the motion carries unanimously. Ms. Wilson,
42 anything?
43 CINDY WILSON: I would love to have
44 funding in our district account, but we're almost
45 broke, so I apologize. Thank you.
46 TOMMY DUNN: From District 5's rec
47 account, I'd like to appropriate fifteen hundred
48 dollars also to the Outdoor Dream Foundation. Put that
49 in the form of a motion.
50 KEN WATERS: Second.

1 TOMMY DUNN: Second by Mr. Waters. Any
2 discussion? All in favor of the motion show of hands.
3 Opposed like sign. Show the motion carries
4 unanimously.
5 Mr. Administrator?
6 RUSTY BURNS: Nothing at this time, Mr.
7 Chairman.
8 TOMMY DUNN: Mr. Harmon, ---
9 LEON HARMON: Mr. Chairman, no one is
10 signed up to speak at this point in the meeting.
11 TOMMY DUNN: Okay. Thank you, Mr.
12 Harmon.
13 Now, comments/remarks from council members. Mr.
14 Waters?
15 KEN WATERS: I don't have any at this
16 time.
17 TOMMY DUNN: Thank you, Mr. Waters. Mr.
18 Allen?
19 TOM ALLEN: I really don't have any at
20 this time other than listening to the weather forecast;
21 it may be bad this weekend, so get your loaf of bread
22 and toilet paper and you'll be all set.
23 TOMMY DUNN: Thank you. Ms. Floyd?
24 GRACIE FLOYD: Yes. I have several.
25 First of all, a couple of weeks ago, maybe it was last
26 month, there was an article in the newspaper about
27 Japan is doing a trash recycling business and they're
28 bringing it to the states. I hope that you have read
29 about this. This is something going on in Japan that
30 they think is so great, they're bringing it here. But
31 I want you to know that the idea was already talked
32 about right here in Anderson. I want you to please
33 welcome William Meredith. Mr. Meredith, would you
34 stand up? Mr. Meredith is going to talk to us at the
35 next meeting because he came up with this idea long
36 before the Japanese -- Japan, excuse me, -- before
37 Japan came. So next meeting he will be talking to you
38 about his ideas. And it's something that I think that
39 we really need to listen to because instead of giving
40 that money to Japan, we could be making that money
41 right here ourselves in Anderson County. Thank you,
42 Mr. Meredith.
43 WILLIAM MEREDITH: (Inaudible.)
44 GRACIE FLOYD: Thank you. And then I want
45 to talk with -- I've already talked about this Freedom
46 of Information Act request form. I think -- I didn't
47 come to the executive meeting because I think I know a
48 little bit too much that nobody wants to hear. But
49 anyway, be careful, Council members, be careful.
50 And something else I have here. I want to read

1 something to you. I just have to brag on our Sheriff
2 for a little bit. I went to a call the other day. A
3 man was down on his luck and having some depressed
4 thoughts. Now only did Sheriff McBride back me up on
5 the call; he spoke at length with the man. Lifted his
6 spirits. And we all three prayed together. Not too
7 many men who are the highest ranked law enforcement
8 official in their county will take the time on his day
9 off in their county to frequently answer calls for
10 service and back up his deputies, and genuinely care
11 enough for the people he serves to offer them hope and
12 pray with them. I don't know of the men who wrote this
13 letter or sent this note. I only know their names. I
14 don't know the person who had the problem; not even his
15 name. But I do know the man they're talking about, and
16 I know his name. But most importantly, I know who
17 holds his hand. And I am proud to know this man.

18 Christmas is upon us. There's no way we can stop
19 it. I've tried. But it's coming with a vengeance. Be
20 careful out there. There's a lot of stuff going on;
21 good stuff and bad stuff. Before you pull out your
22 wallet, understand, understand what you're doing.

23 Merry Christmas to you.

24 TOMMY DUNN: Mr. Graham?

25 RAY GRAHAM: Nothing at this time, Mr.
26 Chairman.

27 TOMMY DUNN: Thank you. Mr. Wooten?

28 CRAIG WOOTEN: Just a couple of things;
29 just some thoughts. Yeah, I'd welcome the recycling
30 presentation. I know in District 1 I've always heard
31 said, you know, at least with District 1 I know the
32 houses are pretty compact. And myself would love to
33 recycle more than I do, but in a busy life it's hard to
34 make it happen sometimes. So anything in that area is
35 very welcome from my opinion.

36 I was going to ask, with the Outdoor Dream
37 Foundation, I know they're a statewide organization,
38 but I've known Mr. Bowman for a long time, attended
39 some of these events. You know, Mr. Jones is a long
40 time Andersonian. And with us, I believe being one of
41 the top fishing destinations in the country, surely
42 there's a way that we can work with the CVB or even
43 parks and rec to find additional funding. Because if
44 we can host all these fishing tournaments for high
45 schools, colleges and professionals, there's no way we
46 can't get something together to help these kids and
47 some handicap individuals fish at Green Pond Landing
48 also or Portman Marina, wherever they do.

49 I also want to compliment the Civic Center. I was
50 impressed how many softball tournaments we have coming

1 up. And I know sometimes things like that go under the
2 radar. But you know, families travel, people make a
3 weekend event out of all those things. And so that's
4 exciting that it's come to our area. That's all I
5 have, sir.

6 TOMMY DUNN: Thank you, Mr. Wooten. Ms.
7 Wilson?

8 CINDY WILSON: Thank you, Mr. Chairman.
9 That's really an idea, Mr. Wooten. I think maybe we
10 could all coordinate the resources we have and provide
11 a little extra help.

12 And I have listened to some of our constituents who
13 glance at our agendas and our agendas aren't real
14 clear. So I know we all know what we're reading
15 because we've been attending multiple meetings and
16 discussions; so we would understand the matters before
17 us. But maybe there is a way to maybe put in
18 parenthesis by the captions something that will clarify
19 for our constituency to just glance at our agenda. So
20 I would be glad to help with that. Y'all have a great
21 week. Thank you.

22 TOMMY DUNN: Thank you, Ms. Wilson.

23 Appreciate everybody coming tonight. I just want
24 to -- it's piled under all these papers here somewhere
25 but I just want -- we got a copy, all Council members
26 did, Mr. Burns put in our box about the social media,
27 all the contacts and all this. I think that's just
28 unbelievable how the surge was this coming month and
29 that's the way we're going to and appreciate everybody
30 that works in that department and everything, coming up
31 and getting our word out and everything.

32 I just want to say, you see it here tonight about
33 all the public hearings. You notice that lady sitting
34 right over there when we went over the agenda Wednesday
35 afternoon. I don't think nobody should probably -- and
36 I talked to Mr. Burns later. I wasn't too happy
37 neither. But keep in mind, I know this one's done
38 this, our ordinances, we're got to change some things
39 and I've talked to Mr. Burns and Mr. Harmon about
40 trying to do something. But the way our ordinances
41 are, they tell us time lines about our public hearings.
42 It ain't just we pick out when we're going to have a
43 public hearing. When it goes down through it, and some
44 of our things as far as development is on is time
45 sensitive. If we don't act on them they will
46 automatically be approved. So keep that in mind;
47 that's what we're up to. But we can get some tweaking
48 done on this, I hope. It was very unusual about this.

49 Appreciate everybody. Be safe. And God bless.
50 Meeting will be adjourned.

1
2

(MEETING ADJOURNED AT 7:56 P.M.)

ORDINANCE NO. 2018-057

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, ACE SOLAR, LLC, AND PELZER SOLAR I, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “*FILOT Act*”), entered into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement having an effective date of June 19, 2018 (the “*Fee Agreement*”) with Pelzer Solar I, LLC, a South Carolina limited liability company (“*Pelzer I*”), being a qualifying industry under the FILOT Act, whereby the County covenanted with Pelzer I to accept certain payments in lieu of ad valorem taxes (“*FILOT*”) with provision for certain special source revenue credits, with respect to investments by Pelzer I toward the installation of solar power generating facilities located at leased sites situated in Anderson County, South Carolina at TMS # 215-00-07-006 (“*Project Ace*”) and TMS # 219-00-04-008 (“*Project Pelzer*,” and collectively with Project Ace, the “*Projects*”); and

WHEREAS, Pelzer I is the sole owner of Project Pelzer and Ace Solar, LLC, a South Carolina limited liability company (“*Ace*,” and collectively with Pelzer I, the “*Project Owners*”) is the sole owner of Project Ace; and

WHEREAS, the Project Owners have requested the County replace the Fee Agreement with individual Special Source Revenue Credit Agreements for each Project (“*SSRC Agreements*”); and

WHEREAS, the County Council finds that granting the request of the Project Owners to so replace the Fee Agreement is in the best interest of the County and its people since it will encourage investment by the project Owners in the Projects; and

WHEREAS, pursuant to the authority granted to the County under Title 4, Section 1 of the Code of Laws of South Carolina, 1976, as amended (the “*Park Act*”) and Article VIII, Section 13 of the South Carolina Constitution, County Council placed the sites upon which the Projects are located in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties (the “*Park*”) by County Ordinance No. 2018-044 enacted October 16, 2018; and

WHEREAS, the Project Owners have each represented that each Project will involve an investment of not less than \$1,400,000 during the Investment Period (as such term is defined in the applicable SSRC Agreement); and

WHEREAS, the County has agreed to, among other things, enter into the SSRC Agreements, whereby the County would provide for certain special source revenue credits to be claimed by the Project Owners against their payments of *ad valorem* taxes with respect to the applicable Project pursuant to the Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the SSRC Agreements which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) Each Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(c) The purposes to be accomplished by the Projects, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(d) The benefits of the Projects are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the SSRC Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the SSRC Agreements were set out in this Ordinance in their entirety. The Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the SSRC Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause each SSRC Agreement to be delivered to the applicable Project Owner and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The SSRC Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official's execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the SSRC Agreements now before this meeting.

Section 3. The County shall use its best efforts to maintain the Project sites in the Park during the term of the incentives provided for pursuant to the SSRC Agreements or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and

all things necessary to effect the execution and delivery of the SSRC Agreements and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[signature page follows]

ENACTED in meeting duly assembled this 18th day of December, 2018.

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson Count Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert, Clerk
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: November 6, 2018
Second Reading: November 20, 2018
Third Reading: December 18, 2018
Public Hearing: December 18, 2018

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

PELZER SOLAR I, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 18, 2018

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("**SSRC Agreement**") is entered into, effective, as of _____, 2018, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Pelzer Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Avocado.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the "**Multi-County Park Act**"), Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 (collectively, the "**Infrastructure Credit Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**"): to enter into agreements with certain entities to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced credits against Payments in Lieu of Taxes to such investors;

WHEREAS, the Sponsor is a wholly owned subsidiary of Soltage, LLC, a [_____];

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at tax map parcel 219-00-04-008 (the "**Land**") in Anderson County, South Carolina (the "**Project**");

WHEREAS, the Project will involve an investment which, but for this SSRC Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$1,400,000 within the time period required under the Act ("**Project Commitment**");

WHEREAS, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on May 15, 2018, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this SSRC Agreement;

WHEREAS, the County Council adopted an ordinance on _____, (the "**SSRC Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions hereof;

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this SSRC Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this SSRC Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this SSRC Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this SSRC Agreement.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this SSRC Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of

this SSRC Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this SSRC Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this SSRC Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this SSRC Agreement.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this SSRC Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this SSRC Agreement.

“Infrastructure Credit Act” shall mean Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 of the Code, as amended through the date hereof.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Equipment, Structure, or Project Property is placed in service or the property tax year in which this SSRC Agreement is executed; provided a later date may be agreed to by the Sponsor and County.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Net Payment in Lieu of Tax” shall mean a total annual payment of \$3,200 for the SSRC Term, subject to the following: It is anticipated that the first Net Payment in Lieu of Tax due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net Payment in Lieu of Tax shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net Payment in Lieu of Tax for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive

evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Payments in Lieu of Tax” shall mean the annual payments in lieu of taxes applicable to any Equipment, Structure, and Project Property determined to be within the Project in accordance with Article VIII, Section 13(D) of the South Carolina Constitution.

“Phase” or “Phases” in respect of the Project shall mean the Structure and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this SSRC Agreement with an option to extend the term for a further ten (10) years.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this SSRC Agreement.

“Project Property” shall mean all items of real and tangible personal property comprising the Project which become subject to this SSRC Agreement, and which are identified by the Sponsor in connection with its appropriate annual filing with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Project Property shall at all times remain vested in the Sponsor.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this SSRC Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this SSRC Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this SSRC Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Pelzer Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“SSRC Agreement” shall mean this Special Source Revenue Credit Agreement.

“SSRC Term” or “Term” shall mean the period from the date of delivery of this SSRC Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this SSRC Agreement.

“State” shall mean the State of South Carolina.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this SSRC Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and is authorized and empowered to enter into the transactions contemplated by this SSRC Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this SSRC Agreement and any and all other agreements described herein or therein.

(b) By proper action of the County Council, the County has duly authorized the execution and delivery of this SSRC Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(c) This SSRC Agreement has been duly executed and delivered on behalf of the County.

(d) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this SSRC Agreement or which could, in any way, adversely affect the validity or enforceability of this SSRC Agreement.

Section 2.2. *Representations of the Sponsor.* The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this SSRC Agreement, and by proper company action has duly authorized the execution and delivery of this SSRC Agreement.

(b) The Sponsor's execution and delivery of this SSRC Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes as the Sponsor may deem appropriate.

(d) The availability of the Special Source Revenue Credits with regard to the Project has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the incentives granted by this SSRC Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the incentives granted by this SSRC Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Section 3.2. *The Park.* Pursuant to Ordinance No. 2018-044 enacted October 16, 2018 by County Council, the Land upon which the Project is located is included in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties.

Section 3.3. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual Payment in Lieu of Tax equal to an amount equal to the Payment in Lieu of Tax due minus the Net Payment in Lieu of Tax.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this SSRC Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Term. For purposes of this SSRC Agreement, “Qualifying Infrastructure Costs” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit the Sponsor agrees to waive the tax exemptions that otherwise may be applicable to the Project, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the Payment in Lieu of Tax to be made with respect to any year is less than the Net Payment in Lieu of Tax, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Multi-County Park Act or Infrastructure Credit Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net Payment in Lieu of Tax and the Payment in Lieu of Tax of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding Payment in Lieu of Tax is due and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended.

Section 4.2. *Failure to Achieve Minimum Investment Requirement.* If the Sponsor fails to make \$1,400,000 of investment in the Project by December 31, 2023, the SSRC Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to Payments in Lieu of Taxes under this SSRC Agreement computed as if this SSRC Agreement had not been in effect for such retroactive period and the Net Payments in Lieu of Tax actually made under this SSRC Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “*Retroactive Tax Payment*”).

Section 4.3. *Net Payment in Lieu of Tax on Replacement Property.* If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, the Net Payment in Lieu of Tax shall apply to such Replacement Property in accordance with the SSRC Agreement provided as follows:

(a) Replacement Property does not have to serve the same function as the property it is replacing. Replacement Property is deemed to replace the oldest property, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of disposed of property. Replacement Property is entitled to treatment under the SSRC Agreement for the period of time remaining during the SSRC Term for the property which it is replacing.

Section 4.4. *Reductions in Net Payment in Lieu of Tax Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, the Net Payment in Lieu of Tax with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project.

Section 4.5. *Place and Allocation of Net Payment in Lieu of Tax.* The Sponsor shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment.* The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “*Removed Components*”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this SSRC Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Payment in Lieu of Tax for said Removed Component, the amount of the Payment in Lieu of Tax on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this SSRC Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this SSRC Agreement, and (ii) the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the time period required under this SSRC Agreement, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this SSRC Agreement, the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this SSRC Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. *Condemnation.*

(a) *Complete Taking.* If at any time during the SSRC Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued

occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this SSRC Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this SSRC Agreement; provided, however, that if the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the Investment Period, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. *Merger of Sponsor with Related Party.* The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this SSRC Agreement.

Section 4.10. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this SSRC Agreement, performance of the County’s obligations under this SSRC Agreement or the administration of its duties pursuant to this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this SSRC Agreement, performance of the County’s obligations under this SSRC Agreement, or the administration of its duties under this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this SSRC Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all Payments in Lieu of Taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to Payments in Lieu of Taxes (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that the County’s right to receive Net Payments in Lieu of Tax hereunder shall be the same as its rights conferred

under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, Net Payments in Lieu of Tax due hereunder shall be considered a property tax.

Section 4.15. *Assignment and Subletting.* This SSRC Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this SSRC Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this SSRC Agreement and the absence of any default hereunder and acknowledging the continuing validity of this SSRC Agreement after its transfer required in any financing related transfers, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this SSRC Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding Net Payments in Lieu of Tax under Article IV or retroactive payments required under this SSRC Agreement.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this SSRC Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this SSRC Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the Net Payments in Lieu of Tax; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. *Remedies on Default.* Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this SSRC Agreement), may take any one or more of the following remedial actions:

(a) Terminate the SSRC Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this SSRC Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this SSRC Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this SSRC Agreement.

ARTICLE V MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this SSRC Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: Anderson County Administrator
 101 S Main St.
 Anderson, SC 29624

WITH COPIES TO: Leon Harmon
 Anderson County Attorney
 101 S Main St.
 Anderson, SC 29624

 James K. Price
 Nexsen Pruet, LLC
 55 E. Camperdown Way, Suite 400
 Greenville, SC 29601
 (864) 282-1164

AS TO THE SPONSOR: Pelzer Solar I, LLC
c/o Soltage, LLC
66 York Street, 5th Floor
Jersey City, NJ 07302
201-499-1030
Email: assetmanagement@soltage.com

WITH COPIES TO: Foley Hoag LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210
Email: mbarnett@foleyhoag.com

Section 5.2. *Binding Effect.* This SSRC Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this SSRC Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. *Counterparts.* This SSRC Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. *Governing Law.* This SSRC Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. *Headings.* The headings of the articles and sections of this SSRC Agreement are inserted for convenience only and shall not be deemed to constitute a part of this SSRC Agreement.

Section 5.6. *Amendments.* The provisions of this SSRC Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this SSRC Agreement.

Section 5.8. *Severability.* If any provision of this SSRC Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS SSRC AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SSRC AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO

CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this SSRC Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. *Execution Disclaimer.* Notwithstanding any other provisions, the County is executing this SSRC Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Multi-County Park Act and Infrastructure Credit Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this SSRC Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this SSRC Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this SSRC Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert, Clerk
Anderson County Council

SPONSOR:

PELZER SOLAR I, LLC

By: Paul Fleury
Its: Manager

Signature Page

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 219-00-04-008.

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

ACE SOLAR, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 18, 2018

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("**SSRC Agreement**") is entered into, effective, as of _____, 2018, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Ace Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Avocado.

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the "**Multi-County Park Act**"), Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 (collectively, the "**Infrastructure Credit Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**"): to enter into agreements with certain entities to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced credits against Payments in Lieu of Taxes to such investors;

WHEREAS, the Sponsor is a wholly owned subsidiary of Soltage, LLC, a [_____];

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at tax map parcel 215-00-07-006 (the "**Land**") in Anderson County, South Carolina (the "**Project**");

WHEREAS, the Project will involve an investment which, but for this SSRC Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$1,400,000 within the time period required under the Act ("**Project Commitment**");

WHEREAS, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on May 15, 2018, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this SSRC Agreement;

WHEREAS, the County Council adopted an ordinance on _____, (the "**SSRC Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions hereof;

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this SSRC Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. Rules of Construction; Defined Terms. In addition to the words and terms elsewhere defined in this SSRC Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Abandonment” shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this SSRC Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this SSRC Agreement.

“Chairman” shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this SSRC Agreement.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Anderson County Council as the governing body of the County.

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this SSRC Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of

this SSRC Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this SSRC Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this SSRC Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this SSRC Agreement.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this SSRC Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this SSRC Agreement.

“Infrastructure Credit Act” shall mean Title 4, Chapter 29, Section 69 and Title 12, Chapter 44, Section 70 of the Code, as amended through the date hereof.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Equipment, Structure, or Project Property is placed in service or the property tax year in which this SSRC Agreement is executed; provided a later date may be agreed to by the Sponsor and County.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Net Payment in Lieu of Tax” shall mean a total annual payment of \$3,200 for the SSRC Term, subject to the following: It is anticipated that the first Net Payment in Lieu of Tax due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net Payment in Lieu of Tax shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net Payment in Lieu of Tax for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive

evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Payments in Lieu of Tax” shall mean the annual payments in lieu of taxes applicable to any Equipment, Structure, and Project Property determined to be within the Project in accordance with Article VIII, Section 13(D) of the South Carolina Constitution.

“Phase” or “Phases” in respect of the Project shall mean the Structure and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this SSRC Agreement with an option to extend the term for a further ten (10) years.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this SSRC Agreement.

“Project Property” shall mean all items of real and tangible personal property comprising the Project which become subject to this SSRC Agreement, and which are identified by the Sponsor in connection with its appropriate annual filing with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Project Property shall at all times remain vested in the Sponsor.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this SSRC Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this SSRC Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this SSRC Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Ace Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“SSRC Agreement” shall mean this Special Source Revenue Credit Agreement.

“SSRC Term” or “Term” shall mean the period from the date of delivery of this SSRC Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this SSRC Agreement.

“State” shall mean the State of South Carolina.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this SSRC Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and is authorized and empowered to enter into the transactions contemplated by this SSRC Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this SSRC Agreement and any and all other agreements described herein or therein.

(b) By proper action of the County Council, the County has duly authorized the execution and delivery of this SSRC Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(c) This SSRC Agreement has been duly executed and delivered on behalf of the County.

(d) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this SSRC Agreement or which could, in any way, adversely affect the validity or enforceability of this SSRC Agreement.

Section 2.2. *Representations of the Sponsor.* The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this SSRC Agreement, and by proper company action has duly authorized the execution and delivery of this SSRC Agreement.

(b) The Sponsor's execution and delivery of this SSRC Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes as the Sponsor may deem appropriate.

(d) The availability of the Special Source Revenue Credits with regard to the Project has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the incentives granted by this SSRC Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the incentives granted by this SSRC Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Section 3.2. *The Park.* Pursuant to Ordinance No. 2018-044 enacted October 16, 2018 by County Council, the Land upon which the Project is located is included in the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties.

Section 3.3. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. *Special Source Revenue Credit.* The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual Payment in Lieu of Tax equal to an amount equal to the Payment in Lieu of Tax due minus the Net Payment in Lieu of Tax.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this SSRC Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Term. For purposes of this SSRC Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit the Sponsor agrees to waive the tax exemptions that otherwise may be applicable to the Project, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the Payment in Lieu of Tax to be made with respect to any year is less than the Net Payment in Lieu of Tax, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Multi-County Park Act or Infrastructure Credit Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net Payment in Lieu of Tax and the Payment in Lieu of Tax of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding Payment in Lieu of Tax is due and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended.

Section 4.2. Failure to Achieve Minimum Investment Requirement. If the Sponsor fails to make \$1,400,000 of investment in the Project by December 31, 2023, the SSRC Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to Payments in Lieu of Taxes under this SSRC Agreement computed as if this SSRC Agreement had not been in effect for such retroactive period and the Net Payments in Lieu of Tax actually made under this SSRC Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "**Retroactive Tax Payment**").

Section 4.3. Net Payment in Lieu of Tax on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, the Net Payment in Lieu of Tax shall apply to such Replacement Property in accordance with the SSRC Agreement provided as follows:

(a) Replacement Property does not have to serve the same function as the property it is replacing. Replacement Property is deemed to replace the oldest property, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of disposed of property. Replacement Property is entitled to treatment under the SSRC Agreement for the period of time remaining during the SSRC Term for the property which it is replacing.

Section 4.4. Reductions in Net Payment in Lieu of Tax Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the Net Payment in Lieu of Tax with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project.

Section 4.5. Place and Allocation of Net Payment in Lieu of Tax. The Sponsor shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “*Removed Components*”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this SSRC Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Payment in Lieu of Tax for said Removed Component, the amount of the Payment in Lieu of Tax on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this SSRC Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this SSRC Agreement, and (ii) the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the time period required under this SSRC Agreement, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this SSRC Agreement, the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this SSRC Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the SSRC Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued

occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this SSRC Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this SSRC Agreement; provided, however, that if the Sponsor has not met the Project Commitment at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Project Commitment within the Investment Period, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. *Merger of Sponsor with Related Party.* The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this SSRC Agreement.

Section 4.10. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this SSRC Agreement, performance of the County’s obligations under this SSRC Agreement or the administration of its duties pursuant to this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this SSRC Agreement, performance of the County’s obligations under this SSRC Agreement, or the administration of its duties under this SSRC Agreement, or otherwise by virtue of the County having entered into this SSRC Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this SSRC Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all Payments in Lieu of Taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to Payments in Lieu of Taxes (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.13. Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

Section 4.14. Collection and Enforcement Rights of County. The parties acknowledge that the County’s right to receive Net Payments in Lieu of Tax hereunder shall be the same as its rights conferred

under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, Net Payments in Lieu of Tax due hereunder shall be considered a property tax.

Section 4.15. Assignment and Subletting. This SSRC Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this SSRC Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. County's Estoppel Certificates for Sponsor's Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this SSRC Agreement and the absence of any default hereunder and acknowledging the continuing validity of this SSRC Agreement after its transfer required in any financing related transfers, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor.

Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor. In the event the Sponsor terminates this SSRC Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding Net Payments in Lieu of Tax under Article IV or retroactive payments required under this SSRC Agreement.

Section 4.18. Events of Default. The following shall be "*Events of Default*" under this SSRC Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this SSRC Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the Net Payments in Lieu of Tax; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this SSRC Agreement), may take any one or more of the following remedial actions:

(a) Terminate the SSRC Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this SSRC Agreement.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this SSRC Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21. Decommissioning the Project. The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this SSRC Agreement.

ARTICLE V MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this SSRC Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Anderson County, South Carolina
 Attn: Anderson County Administrator
 101 S Main St.
 Anderson, SC 29624

WITH COPIES TO: Leon Harmon
 Anderson County Attorney
 101 S Main St.
 Anderson, SC 29624

 James K. Price
 Nexsen Pruet, LLC
 55 E. Camperdown Way, Suite 400
 Greenville, SC 29601
 (864) 282-1164

AS TO THE SPONSOR: Pelzer Solar I, LLC
c/o Soltage, LLC
66 York Street, 5th Floor
Jersey City, NJ 07302
201-499-1030
Email: assetmanagement@soltage.com

WITH COPIES TO: Foley Hoag LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210
Email: mbarnett@foleyhoag.com

Section 5.2. *Binding Effect.* This SSRC Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this SSRC Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. *Counterparts.* This SSRC Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. *Governing Law.* This SSRC Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. *Headings.* The headings of the articles and sections of this SSRC Agreement are inserted for convenience only and shall not be deemed to constitute a part of this SSRC Agreement.

Section 5.6. *Amendments.* The provisions of this SSRC Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 5.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this SSRC Agreement.

Section 5.8. *Severability.* If any provision of this SSRC Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS SSRC AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SSRC AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO

CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. *Force Majeure.* Except for payments in lieu of taxes under this SSRC Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. *Execution Disclaimer.* Notwithstanding any other provisions, the County is executing this SSRC Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Multi-County Park Act and Infrastructure Credit Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this SSRC Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this SSRC Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this SSRC Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert, Interim Clerk to Council
Anderson County Council

SPONSOR:

ACE SOLAR, LLC

By: Paul Fleury
Its: Manager

Signature Page

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 215-00-07-006.

ORDINANCE NO. 2018-058

AN ORDINANCE TO AMEND CHAPTER 66, ARTICLE II, TITLED SEWERS, IN ITS ENTIRETY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina owns and operates a sewer system within the County;

WHEREAS, Anderson County is subject to federal and state environmental laws and regulations regarding operation of its sewer system;

WHEREAS, Anderson County is required to update its sewer use ordinance from time to time; and

WHEREAS, the South Carolina Department of Health and Environmental Control has approved the proposal update of the County's sewer use ordinance.

NOW, THEREFORE, be it ordained by the County Council of Anderson County in meeting duly assembled that:

1. Chapter 66, Article II, titled Sewers, of the Code of Ordinances, Anderson County, South Carolina is hereby amended in its entirety to read as set forth in Exhibit A, attached hereto and made a part hereof.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of December, 2018.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: November 20, 2018

2nd Reading: December 4, 2018

3rd Reading: December 18, 2018

Public Hearing: December 18, 2018

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Attachment A, Fees and Charges of Anderson County

Attachment B, Enforcement Response Plan

ARTICLE II. SEWERS

DIVISION 1 - GENERAL

Sec 66-36. Purpose and policy.

(a) This article sets forth uniform requirements for direct and indirect contributions into the wastewater collection and treatment system for the county wastewater department and enables the department to comply with applicable state and federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.), as amended and the General Pretreatment Regulations (Title 40 of the Code of Regulations [CFR] Part 403), together with the South Carolina Pollution Control Act and other State and Federal regulations.

(b) The objectives of this article are to:

(1) Prevent the introduction of pollutants into the sanitary sewer system which will interfere with the operation of the system or contaminate the resulting sludge.

(2) Prevent the introduction of pollutants into the sanitary sewer system which will pass through the system, inadequately treated, into receiving waters or otherwise be incompatible with the system.

(3) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the county sewer system, and to prescribe rules and regulations and a schedule of rates and charges for the services and facilities of the sewer system.

(4) To protect both the county sewer personnel who may be affected by wastewater and sludge in the course of their employment and the general public.

(5) To promote reuse and recycling of residential and industrial wastewater and sludge from the county sewer.

(6) To enable the county to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the county is subject.

(7) To promote economic growth, including residential and industrial development.

(c) This article provides for the regulation of direct and indirect contributors to the sanitary sewer systems through the issuance of individual wastewater discharge permits and enforcement of general requirements for users, and authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures, requires users report, and provides for the setting of fees for the equitable distribution of costs resulting from the program established in this article.

(d) This article shall apply to the county wastewater department and to persons inside and outside the county who are users of the county's sewerage system.

(Ord. No. 350, § 1.1, 7-7-92)

Sec 66-37. Administration

Except as otherwise provided herein, the Anderson County Wastewater Department Manager shall administer, implement, and enforce the provisions of this ordinance. Any powers granted to or duties imposed upon the Manager may be delegated by the Manager to a duly authorized County employee or a consulting firm hired by the County to perform these duties.

Sec 66-38. Abbreviations

The following abbreviations, when used in this ordinance, shall have the designated meanings:

BOD	- Biochemical Oxygen Demand
BMP	- Best Management Practice
BMR	- Baseline Monitoring Report
CFR	- <i>Code of Federal Regulations</i>
CIU	- Categorical Industrial User
COD	- Chemical Oxygen Demand
CWA	- Clean Water Act
SCDHEC	-South Carolina Department of Health and Environmental Control
EPA	- U.S. Environmental Protection Agency
gpd	- gallons per day
IU	- Industrial User
mg/l	- milligrams per liter
NAICS	- North American Industrial Classification System
NPDES	- National Pollutant Discharge Elimination System
NSCIU	- Non-Significant Categorical Industrial User
POTW	- Publicly Owned Treatment Works
RCRA	- Resource Conservation and Recovery Act
SC R61-9	- SC DHEC Water Pollution Control Permits: 61-9
SIC	- Standard Industrial Classification
SIU	- Significant Industrial User
SNC	- Significant Noncompliance
SWDA	- Solid Waste Disposal Act
TKN	-Total Kjeldahl Nitrogen
TSS	- Total Suspended Solids
U.S.C.	- United States Code

Sec 66-39. Definitions.

The following words, terms, and phrases, wherever used in this article, shall have the meanings designated below unless the context specifically indicates otherwise:

Act or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, [33 U.S.C. section 1251 *et seq.*], and the requirements of the South Carolina Pollution Control Act [S.C. Code Ann. Section 48-1-10 *et seq.* (1976 as amended)]

Anderson County Wastewater Department, hereinafter referred to as *Anderson County* or the *County*.

Approval Authority means the Department of Health and Environmental Control (DHEC). The pretreatment programs for South Carolina must be approved by DHEC.

Authorized or Duly Authorized Representative of the User means

- (1) If the User is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the User is a Federal, State, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs 1 and 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to Anderson County.

Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 66-66 and 66-68 of this Article, [40 CFR 403.5(a)(1) and (b) and R61-9 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Billable biochemical Oxygen Demand shall mean the discharge in pounds of BOD calculated using the billable flow and concentration of BOD in the wastewater in excess of 250 mg/l or as otherwise might be changed and showed in Attachment "A".

Billable Chemical Oxygen Demand shall mean the discharge in pounds of COD calculated using the billable flow and concentration of COD in the wastewater in excess of three times the BOD concentration or as otherwise might be changed and showed in Attachment "A" **Billable Flow** shall mean recorded water usage as determined by the appropriate water utility, plus measured water from wells and other sources, times the County's approved percentage factor for wastewater entering the wastewater disposal system. Alternatively, Users may have their billable flow determined by continuously measuring their discharge in a manner approved by the County and shown on Attachment "A".

Billable Total Kjeldahl Nitrogen shall mean the discharge in pounds of TKN calculated using the billable flow and concentration of TKN in the wastewater in excess of 40 mg/l, or as otherwise might be changed and shown on Attachment "A".

Billable Total Suspended Solids shall mean the discharge in pounds of TSS calculated using the billable flow and concentration of TSS in the wastewater in excess of 250 mg/l, or as otherwise might be changed and shown on Attachment "A".

Billable Total Phosphorus shall mean the discharge in pounds of total phosphorus calculated using the billable flow and concentration of total phosphorus in the wastewater in excess of 7 mg/l, or as otherwise might be changed and shown on Attachment "A".

Biochemical Oxygen Demand shall mean the quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at 20°C. The COD test does not measure the oxygen required to convert ammonia to nitrites and nitrates and thus is assumed to be equal to the ultimate first-stage biochemical oxygen demand.

Building Sewer means the edifice sewer that is part of the horizontal piping of a drainage system which extends from the end of the building sanitary drain and which receives the discharge of the building sanitary drain and conveys it to a public sewer, private sewer, individual sewage disposal system, or other point of disposal.

Categorical Pretreatment Standards or Categorical Standards means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471 and SC R61-9 Appendix C.

Categorical Industrial User means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Chemical Oxygen Demand (COD) means the total amount of oxygen required to oxidize the organic and sometimes inorganic matter in water or wastewater as prescribe in 40 CFR 136 or equivalent methods approved by EPA. It is usually expressed in milligrams per liter. The COD test does not measure the oxygen required to

convert ammonia to nitrites and nitrates and thus is assumed to be equal to the ultimate first-stage biochemical oxygen demand.

Collector Sewer shall mean any portion of a sewer system that connects to a County line.

Collector Sewer System shall mean that system of gravity lines, force mains and pump stations within the lateral lines (collection line) that carries a wastewater stream to a connection at a County trunk line.

Color shall mean the water value obtained by the ADMI colorimetric method as approved in 40 CFR 136 or equivalent methods approved by EPA.

Commercial User means any establishment such as restaurants, hotels, stores, filling stations, recreational facilities, schools or others which do not classify as a residential or industrial user.

Composite Sample means a combination of not less than eight influent or effluent grab samples of constant (equal) volume collected at regular (equal) time intervals over a specified period of time, while being properly preserved. Continuous flow of the sum of instantaneous flows measured and averaged for the specified compositing time period shall be used with composite sample results to calculate quantity.

Control Authority means the Anderson County Wastewater Department.

Control Manhole or monitoring manhole means a manhole giving access to a building sewer at some point before the building sewer connects with the county's sewer system.

Cooling Water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollution added is heat.

Daily Average shall mean the arithmetic average of all effluent samples for a pollutant collected during a calendar month.

Daily Average Limit means the average allowable discharge limit of a pollutant during a calendar month. Where a Daily Average Limit is expressed in units of mass, the daily average discharge is determined from the total mass of all daily discharges measured during a calendar month divided by the number of measurements taken that month. Where a Daily Average Limit is expressed in terms of a concentration, the daily average discharge is the arithmetic average of the pollutant concentrations from all measurements taken that month.

Daily Maximum Limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

DHEC means the South Carolina Department of Health and Environmental Control.

Direct Discharge shall mean the discharge of wastewater directly to the waters of the State.

Domestic Waste means that liquid from bathrooms, shower rooms, toilet rooms, sinks, kitchens, laundry facilities located in residences, apartments, hotels, motels, restaurants, cafeterias, office buildings, schools and commercial establishments. It also includes similar wastes from industries when separated from industrial process waste.

Environmental Protection Agency or EPA means the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

Existing Source means any source of discharge that is not a "New Source," and the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Garbage means animal and vegetable wastes and residue from the preparation, cooking and dispensing of food and from the handling, processing, storage and sale of food products and produce.

Grab Sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Headworks Loading Analysis shall mean an evaluation of the capability of the POTW to receive pollutants performed in accordance with SCDHEC and EPA regulations.

Holding Tank Waste shall mean any wastewater from holding tanks such as vessels, chemical toilets, camper trailers, septic tanks, and vacuum pump tank trucks.

Indirect Discharge shall mean the discharge of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act to the POTW.

Industrial User shall mean a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

Infiltration shall mean the extraneous groundwater entering the wastewater disposal system through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

Inflow shall mean the surface water entering the wastewater disposal system from such sources as, but not limited to: roof leaders; cellar, yard and area drains; foundation drains; unpolluted cooling water discharges; drains from springs and swampy

areas; manhole covers; cross connections from storm sewers and/or combined sewers; catch basins; storm waters; surface runoff; street wash waters, or drainage.

Industrial wastewater means the liquid wastes resulting from industrial manufacturing processes or any waste not classified as domestic waste.

Instantaneous Limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the sewer system, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of Anderson County's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued there under, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the **Toxic substances Control Act (1)**; and the **Marine Protection, Research, and Sanctuaries Act (2)**.

(1) Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act. Additionally, it includes stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDAJ applicable to the method of disposal or use employed by the POTW.

(2) Marine Protection, Research, and Sanctuaries Act means stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of the SWDAJ applicable to the method of disposal or use employed by a POTW.

Local Limit means more stringent discharge limits imposed by SCDHEC or Anderson County that are developed and enforced by Anderson County upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b) and R61-9 403.5(a)(1) and (b).

Low Volume Discharger shall mean any Industrial User of the POTW who (1) is not subject to National Categorical Pretreatment Standards; (2) discharges an average of less than 25,000 gallons per day of process wastewater to the POTW; (3) discharges less than 5% of any design or treatment capacity of the POTW; (4) is not found by the County, SCDHEC, or EPA to have a reasonable potential for adversely affecting, either singly or in combination with other discharges, on the wastewater disposal system, the quality of sludge, the system's effluent quality, the receiving stream, or air emissions generated by the system under current flow and wastewater characteristics, (5) has a reasonable potential to become a Significant Industrial User with an increase in process wastewater flow, changes in the wastewater characteristics, or changes in Local, State, or Federal regulations.

Manager means the person designated by Anderson County to supervise the operation of the Wastewater Department, and who is charged with certain duties and responsibilities by this ordinance. The term also means a Duly Authorized Representative of the Manager.

Medical Waste means the isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly Average Limit means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

National Categorical Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act which applies to a specific category of Industrial Users.

Natural Outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other surface water or groundwater

National Pollution Discharge Elimination System or NPDES permit means a permit issued to a POTW pursuant to Section 402 of the Federal Water Pollution Act (33 U.S.C. 1342).

New Source means:

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not

create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Non-Significant Categorical Industrial User shall mean an Industrial User as determined by the Manager that discharges no more than 100 gallons per day of total categorical wastewater to the POTW as defined in 40 CFR Parts 9, 122, and 403 and SC R61-9 Section 403.

North American Industrial Classification System (NAICS) shall mean a classification pursuant to the current edition of the North American Industrial Classification System Manual.

Operation and Maintenance Costs shall mean all costs, direct and indirect, not including debt service and capital related expenditures, but inclusive of expenditures attributable to administration, monitoring, inspections, reviewing applications, maintenance of equipment, and treatment and collection of wastewater, necessary to assure adequate wastewater collection and treatment on a continuing basis which conforms to applicable regulations and assures optimal long-term facility management

Pass Through means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of Anderson County's NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, co-partnership, corporation, firm, company, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all Federal, State, and local governmental entities. The singular shall include the plural where the context so indicates or requires.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in moles (gram molecules) per liter of solution and indicates the acidity or alkalinity of substance. The stabilized pH of a waste will be considered to be a pH which is within the specified pH limits after a sample of the waste has been subjected to aeration. The pH scale is usually represented as ranging from 0 to 14 with pH 7 representing absolute neutrality. A pH below 7.0 is acid, above alkaline.

Point of Connection shall mean that point determined by the County to be the site where a User, if authorized, may connect to a County trunk line.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment or *treatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a sanitary sewerage system. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR 403.6(d) and R61-9 403.6(e).

Pretreatment Requirements means any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

Pretreatment Standards or Standards means prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

Private Sewer shall mean a sewer which is not owned by the County or a governmental entity.

Private Utility (PU) shall mean any utility owned or operated by a privately-owned entity.

Public Sewer shall mean a sewer which is owned and controlled by the County or other governmental entity and is separate from and does not include sewers owned by private utilities.

Public Utility shall mean any utility owned by a governmental entity.

Prohibited Discharge Standards or Prohibited Discharges means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Sec. 66-66 of this article.

Publicly Owned Treatment Works or POTW means a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by Anderson County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

Qualified Laboratory shall mean laboratories currently certified by the State to perform wastewater analyses.

Satellite Sewer System shall mean a sewer system that is owned or operated by a person that discharges to the County system. Satellite sewer systems depend on the County for wastewater treatment and discharge and include systems approved under SC R.61-9 Section 505.8.

Shall is mandatory and requires compliance: ***May*** is permissive

Septic Tank Waste means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage means human excrement and gray water (household showers, dishwashing operations, etc.).

Sanitary Sewer System means and includes all or any part of the lateral sewers, collecting sewers, intercepting sewers, wastewater pumping stations, wastewater treatment facilities and outfall sewers owned or administered by the county.

Significant industrial user means:

(1) All industrial users of the county's sanitary sewer system subject to categorical pretreatment standards under R61-9 403.6, 40 CFR 403.6, and 40 CFR chapter I, subchapter N; and

(2) Any other industrial user that: discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary noncontact cooling, and boiler blowdown wastewater); contributes a process waste stream, which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the county, DHEC, or EPA on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Significant Noncompliance shall be applicable to all Significant Industrial Users or any other Industrial User that violates 3, 4, or 8 of this section and shall mean:

(1) Chronic violations in which sixty-six (66) percent or more of all the measurements taken for the same pollutant during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in this ordinance;

(2) Technical review criteria (TRC) violations in which thirty-three (33) percent or more of all the measurements taken during a six-month period for the same parameter equal or exceed the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits, as defined in this ordinance by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oils, and grease); and (TRC = 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3, South Carolina R61.9 Section 403.3 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) or this ordinance that the county determines has caused alone or in combination with other discharges interference or pass through (including endangering the health of the treatment system, personnel, or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Manager's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet within ninety (90) days after the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to accurately report noncompliance;

(7) Failure to provide, within forty-five (45) days after the due date, required reports including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules; or

(8) Any other violation or group of violations, which may include a violation of Best Management Practices, which the county determines will adversely affect the operation or implementation of the local pretreatment program including, but not limited to, unlawful damage to sewer facilities pursuant to section 66-171.

Slug Load or Slug Discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Sec. 66-66 of this article. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard Industrial Classification (SIC) Code shall mean a classification pursuant to the current edition of the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

Standard Methods shall mean the laboratory procedures set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, prepared

and published jointly by the American Public Health Association, American Water Works Association, and Water Environment Federation or any other procedures recognized by the SCDHEC and EPA.

State shall mean the State of South Carolina.

Storm Drain or *storm sewer* means a sewer which carries stormwaters and surface waters other than domestic sewage and industrial wastes.

Storm Water means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Sub-district shall mean 1) a sewer Sub-district or municipality with a geographical area within the boundaries of the County, having a separate governing Board with responsibilities for ownership and maintenance of sanitary sewers, but which is subject to regulation by the County as to sewer use, and 2) any governmental unit that is a party to an intergovernmental contract under which the County is to provide wastewater treatment or facilities.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory methods as prescribed by 40 CFR 136, or equivalent methods approved by EPA, and referenced as non-filterable residue.

Total Ammonia Nitrogen shall mean the sum of inorganic nitrogen content of a wastewater as prescribed in 40 CFR 136, or equivalent methods approved by EPA.

Total Kjeldahl Nitrogen shall mean the sum of organic nitrogen and ammonia nitrogen content of a wastewater as prescribed in 40 CFR 136, or equivalent methods approved by EPA.

Total Phosphorus shall mean the sum of the dissolved and suspended organic and inorganic phosphorus content of wastewater as prescribed in 40 CFR 136, or equivalent methods approved by EPA.

Total Suspended Solids means the total suspended matter which floats on the surface of or is suspended in water, wastewater or other liquids and which is removable by laboratory filtration.

Toxic Pollutant or Substance shall mean any substances whether gaseous, liquid, or solid, which when discharged to the POTW in sufficient quantities, may tend to interfere with any wastewater treatment process, or to constitute a hazard to the environment or recreation in the receiving waters of the effluent from the POTW. These substances include, but are not limited to, those 126 pollutants or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provisions of 307 (33 U.S.C. 1317) of the Act, or other acts.

Trunk Line shall mean a line owned, operated, and maintained by the County that transports the wastewater stream to a treatment plant.

Unpolluted Water shall mean water of sufficient quality that it would not be in violation of Federal or State water quality standards if such water were discharged to waters of the State.

User shall include without limitation any consumer of residential, commercial or industrial services such as individual or associated homeowners, developers, public or private utilities, satellite systems, Sub-districts, municipalities, or any permittee who directly or indirectly discharges, causes or permits the discharge of wastewater to the county.

User Charge System shall mean the system of charges levied on Users for the operation and maintenance costs of the wastewater disposal system.

Wastewater shall mean the combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, including cooling water, holding tank waste, and infiltration/inflow.

1. **Sanitary Wastewater** shall mean the combination of liquid and water carried wastes discharged from toilet and other sanitary plumbing facilities.

2. **Industrial Wastewater** shall mean a combination of liquid and water carried wastes discharged from any industrial establishment and resulting from any trade or process carried on in that establishment and shall include the wastes from pretreatment facilities and cooling water.

Wastewater Disposal System shall mean the land, structures, equipment and processes owned and controlled by the County (unless specified otherwise) required to collect, transport, and treat wastewater and to dispose of the effluent and accumulated residual solids.

Waters of the State shall mean all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Wastewater Treatment Plant or Treatment Plant means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. (Ord. No. 350, § 1.2, 7-7-92)

Cross references: Definitions generally, § 1.2.

DIVISION 2 - USE OF PUBLIC SEWERS

Sec. 66-40. Regulation of sewer discharge in county's jurisdiction.

All sewage disposal within the jurisdiction of the county shall be regulated by the county, and disposal shall be by public sewers and sewerage system except where connection is impractical for technical reasons as follows:

Size of Development	Distance to existing line
Single family residence	300 LF
Duplex apartment complex (2 – 6) Units)	800 LF
Up to 30 lot subdivision	1500 LF
30 – 60 lot subdivision	3000 LF
60 – 90 lot subdivision	4500 LF
Greater than 90 lot subdivision	1 mile

Exceptions shall be considered only for the following reasons:

1. Unusual and/or extreme terrain and soil conditions
2. Right-of-way considerations
3. Subdivisions in which all lots are four (4) acres or larger.

Force main lines will not be interpreted to be public sewer and readily available to the public. Access to these lines will be limited and permitted only by the wastewater department or the county's governing body.

(Ord. No. 350, § 1.3, 7-7-92; Ord. No. 96-001, 2-20-96)

Sec. 66-41. Building sewer requirements.

- (a) No roof, downspout, exterior foundation drain, or other sources of stormwater, surface water or unpolluted groundwater shall be connected directly or indirectly to the county's sewer system.
- (b) The size, slope, alignment, materials and methods of construction for installing building sewers shall conform to all county specifications and good engineering practices.
- (c) It shall be the responsibility of the property owner to keep and maintain in good repair the building sewer to its point of connection with a public or private sewer system which is connected directly or indirectly to the county sewer system. When notified by the department that repairs to the building sewer are

necessary, the owner shall make such repairs within 60 days after receiving notice that such repairs are necessary.

(d) Sewer system users shall be responsible for any stoppage or damage caused by abuse of the sewer system through the sewer connection of the user and shall be held accountable for all expenses incurred by the department or other property owners as a result of the abuse.

(e) The owner or his contractor shall notify the wastewater department within 48 hours, when the building sewer and connection to the public sewer is ready for inspection. The connection shall be made under the supervision of the wastewater department and will not be permitted for use until inspector has signed permit.

(f) All excavations for building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the department.

(Ord. No. 350, § 1.4, 7-7-92)

Sec. 66-42. Privies, cesspools and septic tanks.

(a) It shall be unlawful, within those portions of the county sewer service area where sewer service is available, as reflected in section 66-40, for any person to maintain any existing privy, or to build, construct or otherwise erect a privy, cesspool and septic tank for use in connection with a house building, or other structure used for human habitation.

(b) The discharge of septic tank effluent or cesspool overflow to any open drain, ditch, stream or well penetrating waterbearing formations is prohibited.

(Ord. No. 350, § 1.5, 7-7-92)

Sec. 66-43. Applications and permits.

(a) All persons desiring to connect to the county's sanitary sewer system must first make application for a sewer tap to the wastewater department. Such application shall be signed by the owner of the property or his duly authorized representative and shall contain all information requested by the wastewater department. All permit fees shall be paid to the wastewater department at the time the application is filed.

(b) No unauthorized person shall uncover, make connection with, use, alter or disturb any public sewer appurtenance without first obtaining a written permit from the wastewater department.

(c) It shall be unlawful for any person to contribute or cause to be contributed any wastewater to the sanitary sewer system without having first obtained a sewer tap permit or to continue to contribute or cause to be contributed any wastewater after notification that the sewer tap permit has been suspended or revoked.

(Ord. No. 350, § 1.6, 7-7-92)

Sec. 66-44. Sewer tap permits.

There shall be two classes of sewer tap permits:

- (1) Residential (single-family dwellings).
- (2) Commercial/domestic sewage only/industrial.

(Ord. No. 350, § 1.7, 7-7-92)

Sec 66-45 Responsibility for Costs

All cost and expense (direct and indirect), incident to design, construction, installation, inspection, and connection of sewers shall be borne by the Owner except as note in Section 66-45 (d). These plans shall be submitted to Anderson County Wastewater Treatment Department.

Sec. 66-45. Sewer system extensions.

(a) Any person proposing to build local systems or system extensions to connect directly or indirectly into the county's sanitary sewer system shall have plans and specifications prepared by a registered engineer who is authorized by the laws of the state and approved or approvable by all local county and state authorities having jurisdiction.

(b) The following administrative procedures shall be followed:

- (1) Submit preliminary construction plans to the County Planning Department in sufficient applicable detail to indicate location, system layout, line sizes, service connections, flows, character of sewage, relationship with and connection to the county's collection system and total development plans. For large developments of greater than two years the county reserves the right to require a phasing-in of the development and may only permit one phase at a time. The county will determine the criteria for a phasing plan.
- (2) Receive a preliminary flow letter from the wastewater department stating that flow is available at this time for development. Such letter is only good for that point in time and a final flow acceptance letter from the county is required before submission of plans to the State of South Carolina Department of Health and Environmental Control (SCDHEC) for a construction permit.
- (3) Prepare construction drawings and documents for the state's and wastewater department's approval. Upon final approval, a Sewer Acceptance letter identifying the lots, the amount of committed capacity, and any termination date for the commitment will be issues to the developer. This final Sewer Acceptance letter must be submitted to SCDHEC to obtain a construction permit.
- (4) Secure all other necessary agency approvals of construction drawings and contract documents.

- (5) Upon receipt of required approvals, proceed with construction notifying the wastewater department of construction schedules.
 - (6) Provide the wastewater department with permission for on-site inspection during construction.
 - (7) Furnish to the wastewater department a certificate of completion, instrument of conveyance, warranty together with such other legal documents as may be required for annexation, reimbursement and similar special provisions.
- (c) Construction of the proposed system or system extension shall be accomplished by a contractor licensed under the laws of the state who shall have paid all business licenses required by the county.
- (d) Public bids must be received and tabulated for any portion of the proposed system or system extension which qualifies for reimbursement from the county. These tabulated bids must be submitted to and approved by the wastewater department before award of construction contracts. A pre-construction meeting shall be set up with the County engineer and/or inspector to confirm proper specifications with contractor.
- (e) Upon completion of construction, the engineer employed by the person doing the sewer system extension shall inspect and furnish to the wastewater department, at no cost to the wastewater department, his certificate of completion indicating that the subject system has been constructed in accordance with the approved plans and specifications and shall provide four copies of as-constructed drawings which shall show the location of all taps made during construction.
- (f) The person or his authorized agent shall submit a warranty or equal which is a legal instrument in which the person warrants the materials, equipment, and construction of the system for 12 months from date of acceptance. The person shall further warrant to the wastewater department that all fees have been paid by him such that there is no outstanding indebtedness remaining and holding the wastewater department harmless in each instance.
- (g) When all other requirements of this document have been met and approved, the person shall prepare and submit to the wastewater department an instrument of conveyance, conveying the constructed system to the wastewater department, at no cost to the wastewater department, and the system or extension shall thereafter be owned, operated and maintained by the wastewater department as provided for in this article. The instrument of conveyance shall also include permanent easements and rights-of-way fully described and duly recorded at the appropriate authority.

Sec. 66-46. Sewer Material

All sewers, including building sewers, to be connected with or to discharge to the wastewater disposal system shall be constructed of one of the following:

1. Vitrified clay pipe complying with ASTM C200 and with compression type, flexible joint conforming to ASTM C425.

2. Ductile iron pipe with a mechanical or push-on joint as described in ANSI A21.11.
3. ABS (acrylonitrile - butadiene - styrene) pipe and fittings conforming to ASTM D2661.
4. PVC (polyvinyl chloride) pipe and fittings conforming to minimum requirements of ASTM D3034, heavy wall, joint quality to conform with ASTM C425.
5. Other materials specifically approved in writing by the wastewater department.

Sec 66-47. Certain Connections Prohibited

1. Connection Not Allowed to Sewer

No Person shall make any connection of appurtenances that convey unpolluted waters including roof downspouts, exterior foundation drains, area drains, or other sources of inflow, infiltration, or other unpolluted waters to a building sewer or building drain which in turn is connected, directly or indirectly, to a sanitary sewer.

2. Connection Not Allowed to Storm Sewers

No Person shall make any connection or discharge of sanitary wastewater into a storm sewer under the jurisdiction of Anderson County.

Sec 66-48. Multiple Connections Through One-Building Sewer

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no sanitary sewer is available nor can be constructed to the rear building through an adjoining alley, court, yard or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Sec 66-49. Use of Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing by Anderson County or the Subdistrict, to meet all requirements of this Ordinance.

Sec 66-50. Compliance with Other Regulations or Ordinances

The size, slope, alignment, materials of construction, excavating methods, pipe placement, jointing, testing and backfilling shall all conform to the building code, plumbing code and all other Ordinances of Anderson County, or Subdistrict. In cases of conflict and in absence of other provisions, materials and procedures set forth in ASCE-WPCF Manual of Practice No. 9 shall govern. All joints of the building sewer shall be tight and waterproof. The Manager shall establish an infiltration rate for building sewers based upon the overall permissible infiltration for each plant and sewer system. One of two tests may be used: Infiltration shall

not exceed 200 gallons/mile/inch/diameter/day, or the building sewer shall pass a low-pressure air test as specified in ASTM C828. The Manager reserves the right to determine which testing procedure shall be used for a given installation.

Sec 66-51. Connection of Building Sewer to Public Sewer

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall be lifted by a means approved by Anderson County or the applicable Subdistrict and discharged to the building sewer. The connection of the building sewer into the public sewer shall conform to the requirements of applicable building and plumbing codes and other applicable rules and Ordinances of Anderson County or the Subdistrict. All such connections shall be made gastight and watertight. Any connection to a public sewer shall be made at an existing manhole or one built for that connection at the expense of the User. Any deviation from the prescribed procedures and materials must be approved by the Manager and the applicable Subdistrict before installation.

1. Direct Connections:

Direct connections to an Anderson County trunk line by a residential, commercial or industrial User will be allowed in Anderson County's discretion upon the request and consent of the subdistrict or municipality within whose territory the proposed connection will fall. Direct connections will be allowed only under the condition that the respective subdistrict or municipality requesting service agrees that the directly connecting User will be a user or customer of the municipality or subdistrict on an equal footing with any user or customer within the municipality or subdistrict who is connected to a municipal or subdistrict collector system intervening between the service lateral and the Anderson County trunk line. The connection shall be subject to the engineering approval of Anderson County and the installation of the connection per the approved plans shall be inspected and verified by the applicable municipality or subdistrict in the same manner as a connection to their own collector system.

The municipality or subdistrict shall be allowed access to Anderson County manholes to which direct connections are made for purposes of inspecting or maintaining the direct connections. For those connections, which were made to a trunk line rather than a manhole, the municipality or subdistrict can access an Anderson County manhole and trunk line for the same purposes after providing notice to Anderson County of the necessary work.

For requests for a direct connection outside the service area of a municipality or subdistrict, the subdistrict or municipality in whose drainage basin the proposed connection will likely fall must first approve the connection pursuant to South Carolina Act No. 688 of 1969.

2. Existing:

Existing direct connections to Anderson County trunk lines shall be continued subject to the conditions stated above unless within one year from the enactment

of this Ordinance, the municipality or subdistrict within which they are found requests that the connections be removed.

Sec 66-52. Supervision of Building Sewer Construction

The applicant for the building sewer permit shall notify Anderson County or the applicable Sub-district within 48 hours of completion, when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of Anderson County or the applicable Subdistrict. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to Anderson County. Construction shall comply with the provisions of PL 91-596, the Occupational Health and Safety Act of 1970.

Sec 66-53. Special Pretreatment Devices

Grease Interceptors, Grease Traps, oil separators and grit interceptors shall be provided when, in the opinion of the Manager, they are necessary for the proper handling of liquid wastes containing floatable oil in excessive amounts, sand, or other harmful ingredients; except that such devices shall not be required for private living quarters or dwelling units. All devices shall be of a type and capacity approved by the Manager, and shall be located as to be readily and easily accessible for cleaning and inspection with adequate and approved security mechanisms installed to prevent unauthorized access or use. Where installed, all Grease Interceptors, Grease Traps, oil separators and grit interceptors shall be maintained and secured by the Owner at his expense in continuously efficient operation at all times. In maintenance of these devices, the Owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the State, Subdistrict, County, or the Manager. Any removal and hauling of collected materials shall be performed according to applicable State, Federal, and Local regulations. Additional requirements and regulatory guidance for the installation, operation and maintenance of Grease Interceptors and Grease Traps is contained in Attachment C- Grease Control Ordinance.

Sec 66.54. General Guidance

The Anderson County approval of plans and specifications for expansion or modification to treatment works shall be generally based on the Recommended Standards for Sewage Works (commonly referred to as "Ten States Standards"), and these Standards are recommended for use by any entity developing facilities for connection to the wastewater disposal system.

Sec 66-55. Connection Constitutes Consent

Connection to the Anderson County's system shall constitute consent and agreement by the User to be bound by and to abide with all of Anderson County's rules and Ordinances.

(Ord. No. 350, § 1.8, 7-7-92)

Secs 66-56 thru 66-60. Reserved.

DIVISION 3. PRIVATE WASTEWATER DISPOSAL

Sec 66-61. Responsibility for Construction and Operation

Where a public sanitary sewer is not available according to the provisions of this Ordinance, building sewers shall be connected to private wastewater disposal systems subject to the requirements of the County or SCDHEC. Where the Owner desires Anderson County to assume responsibility for the operation and maintenance of new treatment works, trunk lines or lift stations, all such facilities shall be designed and constructed in accordance with Anderson County's requirements and shall be subject to its review and approval and be in compliance with any applicable SCDHEC requirements. Anderson County, subject to Anderson County policies, may assume responsibility for the operation and maintenance costs of treatment systems and lift stations upon such terms and conditions, as it deems appropriate.

Sec 66-62. Tank Truck Transporter/Hauled Waste

Anderson County accepts no hauled waste of any type, due to possible interference with plant operations, environmental and/or operational factors.

Hauled waste transporters are responsible for adhering to the rules and regulations set forth by the facility to which they discharge the hauled waste.

Any Generator or Hauler from the County shall be responsible to comply with all ReWa Sewer Use Regulations as they relate to Septage, Fats, Oils, and Grease to include but not limited to Attachments A, B, and F, of ReWa's Sewer Use Regulation and as it may be amended.

Sec 66-63. Requirements of Other Authorities

No requirement contained in this Section shall be construed to relieve the applicant of any additional requirements that may be imposed by other authorities having legal jurisdiction.

(Ord. No. 350, § 1.8, 7-7-92)

Secs 66-64 thru 66-65. Reserved

DIVISION 4. PROHIBITIONS AND LIMITS ON WASTEWATER DISCHARGES

Sec. 66-66. Prohibited discharges.

General Prohibitions - No person shall discharge into the county's sanitary sewer system any waste of such volume or strength, which by itself or by interaction with other waste may: injure or interfere with the county's wastewater treatment processes or facilities; constitute a hazard to persons or animals; or create a hazard in the receiving waters of the wastewater treatment plant. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements when the Manager determines that a User is discharging such wastewater, the Manager shall advise the User of the potential impact of the discharge and develop effluent limitations for such discharge to protect the county sewer system. A User shall not discharge the following substances to the POTW:

Specific Prohibitions - Specifically, no person shall discharge or cause to allow to be discharged into the sanitary sewer system any waste which contains any of the following:

- (1) Any clothing, rags, textile remnants or wastes, cloth, scraps or fibers.
- (2) Any gasoline, benzene, naphtha, acetone, fuel oil, or other liquids, solids, or gases which by reason of their nature or quality may cause fire or explosion or be in any way injurious to persons, or the sanitary sewer system.
- (3) Any paints, oils, lacquers, thinners or solvents including any waste containing a toxic or deleterious substance which can impair the sewage treatment process or constitute a hazard to employees working in the sanitary sewer system.
- (4) Any waste containing chlorides, sulfides or chlorine in such quantities as to be deleterious to or hazardous to the sanitary sewer system, the employees working in the system or, which create a public nuisance, or contribute to NPDES permit violations by the wastewater treatment plant.
- (5) Any noxious or malodorous gas or other substance which, when introduced into the environment which exists in the sanitary sewerage system, might cause a malodorous gas and thereby create a public nuisance.
- (6) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the sanitary sewer system such as, but not limited to, grease, garbage with particles greater than one-fourth inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble, dust, meat, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste

paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubrication oil, mud, glass grinding waste, or polishing waste.

(7) Any water or wastes which in the opinion of the wastewater department contain contaminants of such character or in such quantity as will not be amenable to the waste treatment processes, or will constitute a hazard to persons or animals, or which will create a hazard in the watercourse receiving the effluent from the waste treatment plant.

(8) Any water or waste containing more than 100 milligrams per liter by weight of total fats, oils or grease.

(9) Any waters or wastes having a stabilized pH lower than 5.0 or higher than 8.5, or having properties capable of either causing damage or creating a hazard to structures, equipment and personnel of the sanitary sewer system. Higher limits for pH, may be allowed on individual wastewater discharge permits, not to exceed 10.0.

(10) Any waste, liquid or vapor having a temperature higher than 130 degrees Fahrenheit (54 degrees Celsius) or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature of the waste treatment facility influent to be greater than 104 degrees Fahrenheit (40 degrees Celsius).

(11) Any waste containing substances that may precipitate, solidify, or become viscous at temperatures between 50 degrees Fahrenheit (10 degrees Celsius) and 100 degrees Fahrenheit (38 degrees Celsius).

(12) Any quantities of rainwater, stormwater, groundwater, surface water, fountain water or any other unpolluted water.

(13) Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations for any wastewater constituent.

(14) Any substance which will contribute to or cause the wastewater department to violate its NPDES or state disposal system permit or the receiving water quality standards.

(15) Any radioactive isotopes in concentration greater than that permitted by the latest regulations published in the Federal Register. (See United States Atomic Energy Commission, Rules and Regulations, Title 10-Atomic Energy, Part 20).

(16) Any wastewaters having a BOD concentration in excess of 250 mg/l, except as allowed by the user's industrial discharge permit.

(17) Any wastewaters having a suspended solids concentration in excess of 400 mg/l, except as allowed by the user's industrial discharge permit.

- (18) Any hauled wastewater, septage, contents from holding tank wastes except at discharge points designated by the wastewater department.
- (19) Any wastewater containing substances in excess of the maximum allowable daily concentrations shown on the industrial wastewater discharge permit of the user.
- (20) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees C) using the test methods specified in 40 CFR 261.21.
- (21) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
- (22) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (23) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through.
- (24) Any contents from grease traps.
- (25) Any water, waste or discharge which is in violation of the county's pretreatment regulations or this article, or which is in violation of the pretreatment regulations or requirements of any sewer treatment facility to which such water, waste or discharge is routed or discharged by the county sewer system.
- (26) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the County's NPDES permit.
- (27) Sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (28) Detergents, surface-active agents, or other substances which might cause excessive foaming in the POTW.
- (29) Wastewater causing alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test.
- (30) Medical Wastes, except as specifically authorized by the Manager in an individual wastewater discharge permit.
- (31) Waste classified as RCRA hazardous waste shall not be allowed without the Manager's written approval. PCB's are included within this definition.

(32) Wastewater which includes excessive infiltration and inflow which shall be defined as a flow which exceeds the applicable Babbitt equation for the pipe in question during a 10-year rain event. For purposes of this Ordinance, excessive wet weather flows for any 3 consecutive rain events above 1" shall be considered non-compliant. In the case of a conflict between this provision and any separate Agreement between Anderson County and the User regarding the inflow and infiltration (I&I), the terms of the Agreement shall be controlling.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(Ord. No. 350, § 2.1, 7-7-92; Ord. No. 382, § 1, 9-7-93)

Sec 66-67. Federal and state standards.

Users must comply with the categorical Pretreatment Standards found at 40 CFR Parts 405-471 and South Carolina R61-9.403.12.

Sec 66-68. National Categorical Pretreatment Standards or Local Limitations

Upon the promulgation of National Categorical Pretreatment Standards for an industrial subcategory, each National Categorical Pretreatment Standard, if more stringent than the corresponding limitation imposed under this Ordinance for sources in that subcategory, shall immediately supersede the limitations imposed under this Ordinance. The Manager shall notify all affected Users of the applicable reporting requirements under 40 CFR 403.12 and SC R61-9 Section 403.12. Compliance with categorical pretreatment standards for existing sources subject to such standards or for existing sources which hereafter become subject to such standards shall be within three years following promulgation of the standards unless a shorter compliance time is specified in the standard. Specific pollutant limitation and compliance schedules shall be developed by the Manager and made a part of the User's discharge permit or a general permit. Compliance with National Categorical Pretreatment Standards or Local Limitations for new sources shall be required within 90 days of initiation of a discharge. The County has access to several wastewater treatment plants and specific pollutant limitations will vary by plant. Owners of these facilities will be responsible for the development of appropriate Pretreatment Standards. These specific limits and definitions of duration and maximums shall be on file at the County's Wastewater Utility's office and available upon request.

Where applicable, the Manager may allow for a Categorical User to request a variance from an applicable Categorical Standard or local limitation. The request may be allowed when factors relating to a Categorical User are fundamentally different from the factors considered during the development of a categorical Pretreatment Standard applicable to the Categorical User. A revised standard may be allowed as follows:

1. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Manager may impose equivalent concentration or mass limits in accordance with paragraphs 4 and 5 of this Section.

2. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Manager may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

3. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Manager shall impose an alternate limit in accordance with 40 CFR 403.6(e) and SC R61-9 Section 403.6 (f).

4. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the County convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Manager. The County may establish equivalent mass limits only if the Industrial User meets all the conditions set forth as follows:

a. To be eligible for equivalent mass limits, the Industrial User must:

- i. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
- ii. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- iii. Provide sufficient information to establish the facility's total actual average daily flow rate for all waste streams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
- iv. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
- v. Have consistently complied with all applicable categorical pretreatment standards during the period, at least three years, prior to the Industrial User's request for equivalent mass limits.

b. An Industrial User subject to equivalent mass limits must:

- i. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- ii. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;

- iii. Continue to record the facility's production rates and notify the Manager whenever production rates are expected to vary by More than 20 percent from its baseline production rates determined in Paragraph (4)(iii) of this Section. Upon notification of a revised production rate, the Manager will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - iv. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs (4)(a)(i) of this Section so long as it discharges under an equivalent mass limit.
 - c. When developing equivalent mass limits, the Manager:
 - i. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
 - ii. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - iii. May retain the same equivalent mass limit in subsequent individual wastewater discharge permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit was not based on the use of dilution as a substitute for treatment pursuant to Section 66-76. The Industrial User must also be in compliance with Section 66-66 regarding the prohibition of bypass.
5. The Manager may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits [SC R61-9 Section 403.6 (d)(5)] for purposes of calculating limitations applicable to individual Industrial users. When converting such limits to concentration limits, the concentrations in the applicable subparts of 40 CFR Parts 414, 419, and 455 shall be applied. Also, documentation shall be provided that dilution is not being substituted for treatment as prohibited under Section 66-76 of this Ordinance. The conversion is at the discretion of the Manager.
6. Once included in its permit, the Industrial User must comply with the equivalent limitations in lieu of the promulgated Categorical Standards from which the equivalent limitations were derived.
7. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly

Average, or 4-day average limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

8. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Manager within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Manager of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate.

9. The Manager, at his discretion may reduce or waive categorical Pretreatment Standards if an Industrial User subject to the categorical Pretreatment Standards is determined to be a Non-Significant Categorical User. The Manager may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

- a. The Industrial User, prior to the Manager's finding, has consistently complied with all applicable categorical and Pretreatment Standards and Requirements;
- b. The Industrial User annually submits the required certification statement and any necessary supporting information; and
- c. The Industrial User never discharges any untreated, concentrated wastewater.

Sec 66-69. Limitations on Wastewater Strength, Flow Rate, and Revised Limitations:

No person shall discharge wastewater in excess of the concentration or mass limit set forth in National Categorical Pretreatment Standards or Local Limitations or their wastewater discharge permit or a general permit. The Manager shall establish permit limitations on a case-by-case basis in accordance with SCDHEC and EPA regulations. Where appropriate and allowed by applicable regulations, the Manager may impose mass limitations on a discharge.

The Manager may develop Best Management Practices (BMPs), or include BMPs in individual wastewater discharge permits or a general permit, to implement Local Limitations and the requirements of Section 66-66, 66-67, 66-68 and 66-70.

The Manager may impose revised limitations more stringent than the National Categorical Pretreatment Standards in wastewater discharge permits or a general permit where it is necessary to comply with the objectives of this Article.

Users must comply with South Carolina Standards codified at R61-69.

(Ord. No. 350, § 2.2, 7-7-92)

Sec 66-70. Control of prohibited discharges.

If wastewaters containing any substances described in section 66-66 are discharged or proposed to be discharged into the sanitary sewer system, the wastewater department shall take appropriate action to eliminate the discharge of such wastewater including but not limited to:

- (1) Requiring the discharger to make such in-plant modifications as will eliminate the discharge of such substances to a degree acceptable to the wastewater department.
- (2) Requiring pretreatment (including storage facilities, and/or flow equalization) as necessary to reduce or eliminate the objectionable characteristics of the wastewater; or any industrial user which must install pretreatment facilities must first obtain a permit to construct from DHEC.
- (3) Requiring the user making, causing or allowing the discharges to pay any added cost of handling and treating excess loads imposed on the sanitary sewer system.
- (4) Such other remedial action as may be necessary to achieve the purposes of this article.

(Ord. No. 350, § 2.3, 7-7-92)

Sec 66-71. Grease, oil and sand interceptors.

A user may be required to provide grease, oil or sand interceptors when, in the opinion of the wastewater department, they are necessary for the proper handling and control of liquid wastes containing grease, oil or sand in excessive amounts. Such interceptors shall not be required for private living quarters or dwelling units but may be required for all public eating places, restaurants and all other commercial and industrial establishments from which grease, oil, fat or sand can be discharged. Such interceptors shall be readily accessible for inspection by the wastewater department and shall be maintained by the owner at his expense and in a continuously clean and efficient condition.

(Ord. No. 350, § 2.4, 7-7-92)

Sec. 66-72 Inspections.

The wastewater department shall have the right to inspect the facilities of any user to ascertain whether the requirements of this article are being complied with. Persons or occupants on premises where wastewater is created or discharged shall allow the wastewater department or its authorized agents and employees ready access at all reasonable times to all parts of the premises for the purposes of inspections, sampling, records examination, copying of records, or the performance of any of their duties. The wastewater department shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would

require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the wastewater department shall be permitted access without delay for the purpose of performing their responsibilities. When determined by the Manager to be feasible, the Owner of any property served by a building sewer carrying industrial wastewater, shall build a control structure in the building sewer or just prior to the entrance of the building sewer into the public sewer suitable for sampling and measuring his wastewater.

Anderson County may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the wastewater department and shall not be replaced. The costs of clearing such access shall be borne by the User. Unreasonable delays in allowing Anderson County Wastewater Department employees, or its authorized agents, access to the User's premises shall be a violation of this ordinance.

Sec. 66-73 Search Warrants.

If Anderson County has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of Anderson County designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Manager may seek issuance of a search warrant from the Anderson County Magistrate's Court.

(Ord. No. 350, § 2.5, 7-7-92)

Sec. 66-74 Discharge to storm sewers.

The discharge of sanitary wastewater into the storm sewer system is without exception prohibited. However, the discharge of uncontaminated cooling water to the storm sewer system after approval from the wastewater department is allowed.

(Ord. No. 350, § 2.6, 7-7-92)

Sec. 66-75 Local Limits.

A. Anderson County is authorized to establish Local Limits pursuant to 40 CFR 403.5(c) and R61-9 403.5(c).

B. Anderson County reserves the right to establish pollutant limits to protect against Pass Through and Interference. No person shall discharge wastewater containing in excess of these Daily Maximum Limits.

The above limits apply at the point where the wastewater is discharged to a POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. Anderson County may impose mass limitations in addition to the concentration-based limitations above.

Anderson County reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to a POTW consistent with the purpose of this ordinance.

The Manager may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement local limits and the prohibited discharge standards.

Sec 66-76. Dilution.

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. Anderson County may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate. This provision may be waived for National Categorical Pretreatment Standards or Local Limitations only if the standard or requirements specifically allow dilution and the Manager determines the discharge would otherwise comply with the provisions of this article.

Sec 66-77. Pretreatment of Wastewater.

Users shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Sec. 66-66 of this ordinance within the time limitations specified by EPA, the State, or Anderson County, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to Anderson County for review, and shall be acceptable to the Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Anderson County under the provisions of this ordinance.

A. Whenever deemed necessary, Anderson County may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect a POTW and determine the User's compliance with the requirements of this ordinance.

B. Anderson County may require any person discharging into a POTW to install and maintain, on their property and at their expense, a suitable storage and

flow-control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.

C. Grease, oil, and sand interceptors shall be provided when, in the opinion of Anderson County, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by Anderson County, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the User at their expense.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec 66-78. Accidental Discharge/Slug Discharge Control Plans.

The Manager may require an Industrial User to develop and implement an accidental discharge/slug control plan. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the expense of the Owner. When required, detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Manager for review, and shall be approved before construction of the facility. No person who commences discharge to the POTW after the effective date of this Ordinance shall be permitted to discharge until accidental discharge procedures have been approved by the Manager. Review and approval of such plans and operating procedures shall not relieve the responsibility to modify the facility as necessary to meet the requirements of this Ordinance. In the case of an accidental discharge or a slug load, it is the responsibility of the User to immediately notify the Manager of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

1. Within five days following an accidental discharge or slug load, the User shall submit to the Manager a detailed written report describing the cause of the discharge and the measures to be taken to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the wastewater disposal system, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Regulation or other applicable law.
2. The accidental discharge/slug control plan, when required, shall be submitted to the Manager containing at a minimum the following:
 - a. Description of discharge practices, including non-routine batch discharges;
 - b. Description of stored chemicals;
 - c. Procedures for immediately notifying the POTW of any accidental or slug discharge or change at its facility affecting potential for a slug discharge. Such

notification must also be given for any discharge which would violate any of the prohibited discharges; and

- d. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

The Manager will evaluate within one (1) year of a User being designated a Significant Industrial User, whether the User needs a plan, and thereafter at least once every three years

Secs 66-79 thru 66-90. Reserved.

DIVISION 5. INDUSTRIAL DISCHARGE PERMITS REPORTING REQUIREMENTS

Sec 66-91. Required.

(a) Any significant industrial user proposing to connect to or contribute wastewater to the sanitary sewer system shall obtain an industrial wastewater discharge permit from the county wastewater department. All existing significant industrial users connected to or contributing to the county sanitary sewer system shall apply for and obtain an industrial wastewater permit within 180 days after the effective date of the ordinance from which this article derives. Any significant industrial users located within the county but connected to or contributing wastewater to the City of Anderson or Renewable Water Resources (ReWa) sanitary sewer system shall obtain an industrial wastewater discharge permit from the City of Anderson or ReWa and comply with all applicable City of Anderson or ReWa pretreatment regulations and requirements.

(b) Permits shall be issued for a specified time period, not to exceed five years. An individual wastewater discharge permit may be issued for a period of less than five (5) years, at the discretion of Anderson County. Each individual wastewater discharge permit will indicate a specific date upon which it will expire. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of an existing permit.

(c) The terms and conditions of the permit may be modified by the wastewater department during the term of the permit for the following reasons:

- (1) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

- (2) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to Anderson County POTW, Anderson County personnel, or the receiving waters;
- (5) Violation of any terms or conditions of the individual wastewater discharge permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (7) Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13 and R61-9 403.13;
- (8) To correct typographical or other errors in the individual wastewater discharge permit; or
- (9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Sec 66-91 (d) below.

Within nine months of the promulgation of a national categorical pretreatment standard, the industrial wastewater discharge permit of user's subject to such standards shall be revised to require compliance with such standard. In addition, the user with an existing industrial wastewater discharge permit shall submit to the wastewater department within 90 days after the promulgation of any applicable federal categorical pretreatment standard the information required for a revised permit. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of any change. Any changed or new conditions in the permit shall include a reasonable time schedule for compliance.

(d) Wastewater discharge permits are issued to a specific user for a specific operation. An industrial wastewater discharge permit may be assigned or transferred to a new operator only if the permittee gives at least 30 days' notice to Anderson County and Anderson County approves the individual wastewater discharge permit transfer. The wastewater department shall be notified in advance of any change in the location of the user. The notice to the wastewater department must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

(e) Any significant industrial users located within the county but connected to or contributing wastewater to the Renewable Water Resources (REWA) sanitary sewer system shall obtain an industrial wastewater discharge permit from REWA or the county, depending upon the requirements of REWA, and comply with all applicable REWA pretreatment regulations and requirements, at a minimum, regardless of whether the permit is issued by REWA or by the county. Any significant industrial users located within the county but connected to or contributing wastewater to any other sanitary sewer system operated by any entity other than the county shall obtain an industrial wastewater discharge permit from such other entity or the county, depending upon the requirements of such other entity, and shall comply with all applicable pretreatment regulations and requirements of such other entity, at a minimum, regardless of whether the permit is obtained from such other entity or the county.

(f) Anderson County may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this ordinance.

(Ord. No. 350, § 3.1, 7-7-92; Ord. No. 382, § 2, 9-7-93)

Sec 66-92. Application; fees.

Users required to obtain an industrial wastewater discharge permit shall make application on forms provided by the wastewater department and shall furnish all required information. The application shall be signed by the authorized agent of the user responsible for the overall operation of the facilities from which the wastewater originates and contain the certification statement in Sec. 66-125 A. An application fee in accordance with Attachment A shall be paid at the time the application is submitted.

If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to Anderson County prior to or together with any reports to be signed by an Authorized Representative.

Anderson County may require Users to submit all or some of the following information as part of a permit application:

- (1) Identifying Information.
 - a. The name and address of the facility, including the name of the operator and owner.
 - b. Contact information, description of activities, facilities, and plant production processes on the premises;
- (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
- (3) Description of Operations.
 - a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
 - b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
 - c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
 - d. Type and amount of raw materials processed (average and maximum per day);
 - e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (4) Time and duration of discharges;
- (5) The location for monitoring all wastes covered by the permit;
- (6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Sec. 66-67 (40 CFR 403.6(e) and R61-9 403.6(f)).
- (7) Measurement of Pollutants.
 - a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by Anderson County, of regulated pollutants in the discharge from each regulated process.
 - c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Sec. 66-99 of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Anderson County or the applicable Standards to determine compliance with the Standard.
- e. Sampling must be performed in accordance with procedures set out in Sec. 66-112 of this article.

Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Sec. 66-122 [40 CFR 403.12(e)(2) and R61-9 403.12(e)(2)].

- (9) Any other information as may be deemed necessary by the Manager to evaluate the permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Anderson County will evaluate the data furnished by the User and may require additional information. Within 30 days of receipt of a complete permit application, Anderson County will issue its approval or disapproval of an individual wastewater discharge permit. Anderson County may deny any application for an individual wastewater discharge permit.

(Ord. No. 350, § 3.2, 7-7-92)

Sec 66-93. Individual Wastewater Discharge Permit Contents

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by Anderson County to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to Anderson County in accordance with Sec. 66-91 (d) of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

(4) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

(5) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Sec. 66-110.

(6) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(7) Requirements to control Slug Discharge, if determined by the Anderson County to be necessary.

(8) Any grant of the monitoring waiver by the Manager (Section 66-122) must be included as a condition in the User's permit [or other control mechanism].

B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

(7) A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and

- C. Other conditions as deemed appropriate by Anderson County to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

Sec 66-94. Issuance of Permit to Discharge.

- A. Permit to Discharge will be issued to those users identified in Section 66-43 of this Ordinance and who's Application for Permit to Discharge has been approved by the County.
- B. Those specific users required to install pretreatment facilities, control structures, etc. shall fully comply with requirements set forth in Division 5 of this Ordinance prior to initiating discharge to the public sewer.
- C. Permits to Discharge will be submitted to the User in draft and unexecuted form for review and comment. Such draft permits will also be submitted to DHEC for review/approval. All permits must be approved by DHEC.
- D. Prior to the issuance of a Permit to Discharge to any user, all fees due the County must be paid in full.

Sec 66-95. Change in nature or quantity of discharge.

When requested by Anderson County, a User must submit information on the nature and characteristics of its wastewater within 60 days of the request, unless it is otherwise specified in the individual wastewater discharge permit. Anderson County is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Any User having been granted permission by the wastewater department to discharge industrial wastes into the sanitary sewer system and who shall change, or cause to be changed, the nature, quality, or quantity of such waste shall, before making such change, notify Anderson County at least 30 days prior, receive the approval of the wastewater department for such changes, and shall also furnish a complete analysis of one or more composite samples of the waste as determined by an independent laboratory.

- A. Anderson County may also require the User to submit such additional information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Sec. 66.92 of this article.
- B. Anderson County may issue an individual wastewater discharge permit under Sec.66-91 (b) of this ordinance or modify an existing wastewater discharge

permit under Sec. 66-91(c) of this article in response to changed conditions or anticipated changed conditions.

(Ord. No. 350, § 3.3, 7-7-92)

Sec 66-96. Pretreatment regulations.

The wastewater department may deny or condition the discharge of any new or increased amounts of pollutants by an industrial discharger by requiring pretreatment. All facilities required to pretreat wastewater to acceptable levels shall be provided, operated and maintained at the user's expense. The wastewater department, acting through its waste treatment plant operator or engineers, may develop a compliance schedule for the construction of a pretreatment system and shall have the right to enforce the compliance schedule by revocation or cancellation of the industrial wastewater discharge permit.

Hearings:

Any person whose permit is denied, or is granted subject to conditions he deems unacceptable, shall have the right to request an Adjudicatory Hearing under the procedures provided in Division-8 and the Anderson County Enforcement Response Guide, Attachment B mutatis mutandis, except insofar as that procedure relates to appeals from the decision of the hearing examiner. After a determination is made by the hearing examiner in any case other than an enforcement proceeding, any party may apply to Anderson County for a review of the determination of the hearing examiner prior to a final decision in the matter by Anderson County. However, application must be submitted in writing within 15 days of receipt of the determination stating specifically the grounds of objection to such determination. Anderson County may, on its own motion, take up the review of the determination of the hearing examiner at a regularly scheduled Anderson County meeting. On the bases of the complete record of proceedings and testimony and evidence presented before the hearing examiner, his or her determination shall be affirmed, modified, or set aside by Anderson County in a final decision on the matter.

(Ord. No. 350, § 3.4, 7-7-92)

Sec 66-97. Reporting of accidental discharges.

In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, or discharge of prohibited pollutants to the sanitary sewer system, the party responsible for such discharge shall immediately telephone and notify the wastewater department so that corrective action may be taken to protect the sewer system. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User. In addition, a written report addressed to the wastewater department detailing the date, time and cause of the accidental discharge, the quantity and characteristics of the discharge and corrective action taken to prevent future discharges, shall be filed with the

wastewater department by the responsible party within five days of the occurrence of the accidental discharge.

Notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

Significant Industrial Users are required to notify the Anderson County immediately of any changes at its facility affecting the potential for a Slug Discharge.

(Ord. No. 350, § 3.5, 7-7-92)

Sec 66-98. Notification of the Discharge of Hazardous Waste

A. Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Sec. 66-95 of this article. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sec. 66-119, 66-121, and 66-122 of this article.

B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

C. In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional

substance as a hazardous waste, the User must notify Anderson County, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

D. In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued there under, or any applicable Federal or State law.

Secs 66-99 thru 66-110. Reserved

DIVISION 6. SAMPLING AND MONITORING

Sec 66-111. Self-monitoring requirements.

All significant industrial users shall be required to provide and operate at their expense monitoring facilities to allow inspection, sampling and flow measurements of the building sewer of the user. There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The monitoring facilities shall be located at a site acceptable to the wastewater department. All tests and analyses of the characteristics of water and wastes to which reference is made in this article shall be made in accordance with 40 CFR 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard and reported to the wastewater department on self-monitoring forms provided by the wastewater department. Such tests and analysis shall be determined at the control manhole.

If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by Anderson County or other parties approved by EPA.

(Ord. No. 350, § 3.6, 7-7-92)

Sec 66-112. Sample Collection.

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

A. Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Manager. Where time-proportional composite sampling or

grab sampling is authorized by Anderson County, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the County, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

B. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

C. For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 66-119 and 66-121 [40 CFR 403.12(b) and (d) and R61-9 403.12(b)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, Anderson County may authorize a lower minimum. For the reports required by paragraphs Sec. 66-122 (40 CFR 403.12(e) and (h) and R61-9 403.12(e) and (h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

Sec 66-113. Conditions.

The wastewater department may establish conditions on permits issued to significant industrial users including, but not limited to:

- (1) Limits on the average and maximum wastewater constituents and characteristics in both concentration and mass units.
- (2) Limits on average and maximum rate and time of discharge as well as requirements for flow regulations and equalization.
- (3) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedules.
- (4) Conditions as deemed necessary for compliance with federally promulgated pretreatment standards.
- (5) Such other conditions as deemed appropriate by the wastewater department to ensure compliance with this article.

(Ord. No. 350, § 3.7, 7-7-92)

Sec 66-114. Availability of records.

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Sec. 66-75. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or Anderson County, or where the User has been specifically notified of a longer retention period by Anderson County.

Any records or information obtained under the provisions of this division shall be available to the public. Any information asserted as being classified or confidential will be treated in accordance with 40 CFR 2 (Public Information). Upon a showing satisfactory to the wastewater department that reports or other information, or parts thereof would, if made public, divulge methods or processes entitled to protection as trade secrets, the wastewater department shall consider such information confidential and exempt from disclosure to the public, but shall be made available immediately upon request of governmental agencies for use related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.32 shall not be recognized as confidential information and shall be available to the public without restriction. In no event, shall self-monitoring data submitted to show compliance with established limits be considered confidential information.

(Ord. No. 350, § 3.8, 7-7-92)

Sec 66-115. Violation of discharge limit.

Any user violating its industrial discharge limit must notify the wastewater department within 24 hours of becoming aware of the violation, resample and submit the results of all analyses within 30 days. Resampling by the Industrial User is not required if Anderson County performs sampling at the User's facility at least once a month, or if Anderson County performs sampling at the User between the time when the initial sampling was conducted and the time when the User or Anderson County receives the results of this sampling, or if Anderson County has performed the sampling and analysis in lieu of the Industrial User.

Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Division 8 of this article. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

Sec 66-116. Individual Wastewater Discharge Permitting: Existing Connections.

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within 60 days after said date, apply to Anderson County for an individual wastewater discharge permit in accordance with Sec. 66-92 of this article, and shall not cause or allow discharges to the POTW to continue after 90 days of the effective date of this ordinance except in accordance with an individual wastewater discharge permit issued by Anderson County.

Sec 66-117. Individual Wastewater Discharge Permitting: New Connections.

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Sec. 66-92 of this article, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

Sec 66-118. Regulation of Waste Received from Other Jurisdictions.

If another municipality, or User located within another municipality, contributes wastewater to the POTW, Anderson County shall enter into an inter-municipal agreement with the contributing municipality.

Prior to entering into an agreement required by the paragraph above, the County shall request the following information from the contributing municipality:

- (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
- (2) An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
- (3) Such other information as Anderson County may deem necessary.

An inter-municipal agreement, as required by the paragraph, above, shall contain the following conditions:

- (1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Sec. 66-75 of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the County's ordinance or Local Limits;
- (2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by Anderson County; and which of these activities will be conducted jointly by the contributing municipality and Anderson County;

(4) A requirement for the contributing municipality to provide Anderson County with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring Anderson County access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the County; and

(8) A provision specifying remedies available for breach of the terms of the inter-municipal agreement.

Sec 66-119. Baseline Monitoring Reports.

Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4) and R61-9 403.6(b)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to Anderson County a report which contains the information listed in the paragraph, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to Anderson County a report which contains the information listed in the paragraph below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

Users described above shall submit the information set forth below.

(1) All information required in Sec. 66-92.

(2) Measurement of pollutants.

- a. The User shall provide the information required in Sec. 66-92
- b. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
- c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with

the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) and R61-9 403.6(f) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) and R61-9 403.6(f) this adjusted limit along with supporting data shall be submitted to the Control Authority;

- d. Sampling and analysis shall be performed in accordance with Sec. 66-111;
- e. Anderson County may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
- f. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

(3) Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Sec. 66-39 and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

(4) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 66-121 of this ordinance.

(5) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Sec. 66-125 A of this article and signed by an Authorized Representative as defined in Sec. 66-37.

Sec 66-120. Compliance Schedule Progress Reports.

The following conditions shall apply to the compliance schedule required by Sec. 66-119 (4) of this article:

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

B. No increment referred to above shall exceed nine (9) months;

C. The User shall submit a progress report to Anderson County no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

D. In no event, shall more than nine (9) months elapse between such progress reports to Anderson County.

Sec 66-121. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to Anderson County a report containing the information described in Sec. 66-92 (6) and (7) and 66-119 of this article. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Sec. 66-67 and 66-68, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Sec. 66-125 A of this article. All sampling will be done in conformance with Sec. 66-111.

Sec 66-122. Periodic Compliance Reports.

All Significant Industrial Users must, at a frequency determined by Anderson County submit no less than twice per year (June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by Anderson County or the Pretreatment Standard necessary to determine the compliance status of the User.

The County may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR 403.12(e) (2) and R61-9 403.12(e)(2)] This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable

categorical Standard and otherwise includes no process wastewater.

(2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Sec. 66-92.

(3) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

(4) The request for a monitoring waiver must be signed in accordance with Sec. 66-39, and include the certification statement in Sec. 66-125 A (40 CFR 403.6(a)(2)(ii) and R61-9 403.6(b)(2)(ii)).

(5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

(6) Any grant of the monitoring waiver by the Anderson County must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Anderson County for 3 years after expiration of the waiver.

(7) Upon approval of the monitoring waiver and revision of the User's permit by the Anderson County, the Industrial User must certify on each report with the statement in below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.

(8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Sec. 66-122, or other more frequent monitoring requirements imposed by the Anderson County, and notify the County wastewater department.

(9) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

All periodic compliance reports must be signed and certified in accordance with Sec. 66-125 A of this article.

All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep

its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by Anderson County, using the procedures prescribed in Sec. 66-112 of this article, the results of this monitoring shall be included in the report.

(Ord. No. 350, § 3.6, 7-7-92)

Sec 66-123. Reports from Unpermitted Users

All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to Anderson County as the County may require.

Sec 66-124. Date of Receipt of Reports.

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec 66-125 Certification Statements

A. Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sec. 66-92 ;Users submitting baseline monitoring reports under Sec. 66-119 (5); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Sec. 66-121; Users submitting periodic compliance reports required by Sec. 66-122, and Users submitting an initial request to forego sampling of a pollutant on the basis of Sec. 66-122. The following certification statement must be signed by an Authorized Representative as defined in Sec. 66-39:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Sec. 66-122 must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR 403 and R61-9 403 [specify applicable National Pretreatment Standard

part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Sec. 66-122.

Secs 66-126 thru 66-135. Reserved.

DIVISION 7. SEWER SERVICE CHARGES

Sec 66-136. Monthly charges for sewer service.

(a) The county shall establish and make available a base rate for sewer service, subject to modification by council. There shall be a base rate (Attachment A) as well as usage cost multiplied by the amount of metered water received by a customer from the source supplying the water, to yield a monthly sewer service charge (Attachment A).

(b) If a customer uses a substantial amount of water for purposes that do not require discharge into the sanitary sewer system, the customer may install, at his or her own expense, an approved water meter or discharge flow meter, to more accurately determine usage. Alternatively, the county may base a rate on usage statistics published by the South Carolina Department of Health and Environmental Control.

(c) A customer who obtains water from an unmetered well must install, at his or her own expense, an approved discharge flow meter at a location accessible to wastewater department. Alternatively, the county may base a rate on usage statistics published by the South Carolina Department of Health and Environmental Control.

(d) In addition to the monthly service charge as described above, the county may impose a uniform service fee for all users.

(e) Industrial User's with effluent flow meters may be billed for usage based on the effluent flow meter rather than the water meter. To be approved for this billing method, the effluent meter must be calibrated every six months and the calibration report submitted to Anderson County for verification.

(Ord. No. 350, § 4.1, 7-7-92; Ord. No. 367, § 1, 1-19-93; Ord. No. 378, § 1, 6-15-93; Ord. No. 382, § 3, 9-7-93; Ord. No. 00-064, § 1, 12-5-00)

Sec 66-137. Change in rates.

The wastewater department shall be permitted to increase or decrease rates, deposits and tap-in and other forms and type of fees as shall be necessary and approved by county council from time to time. The department shall review rates, deposits and capacity fees on a yearly basis. Increases/decreases or no change shall be based on the findings of this yearly review. The wastewater department reserves the right to charge different rates to different classes of customers, whose effluent is processed by different treatment plants. The department shall always charge a rate that

is reflective of the actual costs to the department, including but not limited to uniform administrative costs as well as any pass-through amount charged to the department by the treating facility. Schedules of current rates, deposits and fees (Attachment A) shall be on file in the county offices.

(Ord. No. 350, § 4.2, 7-7-92)

Sec 66-138. Free service.

No sewer service shall be furnished or rendered free of charge to any person.

(Ord. No. 350, § 4.3, 7-7-92)

Sec 66-139. Sewer surcharges.

Significant industrial users shall pay a surcharge for treatment of their abnormal-strength wastewaters. Surcharge payments will be assessed on sewer customers whose wastewater's concentration exceeds 250 mg/l BOD or 250 mg/l suspended solids. The surcharge will be assessed on each pound of BOD and/or suspended solids in the wastewater in excess of the 250 mg/l limit as determined by the county's analysis of wastewater samples.

(Ord. No. 350, § 4.4, 7-7-92)

Sec 66-140. Billing cycles.

All meters shall be read periodically, and each periodic bill shall become due on receipt and payable in its entirety within 15 days after the billing date and shall be considered delinquent thereafter. If bills are not paid within ten days after the delinquent date, the penalty of ten percent shall be added, and if any bill shall remain unpaid for 20 days after the delinquent date, all services to such user shall be forthwith subject to the provisions of section 66-145 and the other provisions of this article, and shall remain delinquent until such user shall have paid his past due bill and the current reconnection charge and any other penalties or charges required by this article.

(Ord. No. 350, § 4.5, 7-7-92)

Sec 66-141. Sewer capacity fees.

For each new sewer connection, the person applying for sewer service shall pay the currently required capacity fee. Such capacity fee may include, as an additional sewer availability or impact fee, a proportionate share, based upon front footage, per lot costs, lot size, or other fair and equitable method of determination, of all of or a portion of the actual construction costs of a new sewer construction, constructed for the purpose of serving the area or location for which the capacity fee is being paid.

(Ord. No. 350, § 4.6, 7-7-92; Ord. No. 378, § 1, 6-15-93)

Sec 66-142. Cost of installation.

All costs and expenses incident to the installation and connection of the building sewer shall be paid by the owner. The owner shall indemnify and hold harmless the wastewater department and county from any and all loss or damage to the third parties caused, directly or indirectly, by the installation of the building sewer.

(Ord. No. 350, § 4.7, 7-7-92)

Sec 66-143. Prepayment fee.

Each new customer obtaining a sewer tap shall make the required prepayment fee to secure the payment of bills to be rendered. Whenever service is transferred such sum, without interest, shall be returned to the customer after first deducting all outstanding bills for sewer service.

(Ord. No. 350, § 4.8, 7-7-92; Ord. No. 367, § 2, 1-19-93)

Sec 66-144. Responsibility for sewer bills.

The person receiving sewer service shall be primarily responsible for the payment of the monthly sewer charges. The owner of the property shall be secondarily responsible. If a monthly user charge becomes delinquent, service may be discontinued and may not resume until satisfactory arrangements for payment have been made.

(Ord. No. 350, § 4.9, 7-7-92)

Sec 66-145. Discontinuance of service for nonpayment; late payment penalties.

Bills for sewer service charges shall be due and payable immediately upon receipt. Sewer charges not paid within 15 days after the billing date shall be considered delinquent. If any sewer service charge remains unpaid for 20 days after the delinquent date, the wastewater department shall have the right to revoke the sewer permit and sewer service to the property may be discontinued. Further, the county is authorized by state law to contract with public and private agencies, which furnish water service to some or all of the persons using the county sewer system, for the collection of its sewer service charges as a part of a single joint bill for water and sewer service. Such contract will be upon terms and conditions mutually agreeable to the county and such agency or agencies and shall constitute the collecting agency as the agent of the county for the purpose of collecting the county's sewer service charges. Such collecting agencies are empowered and authorized by state law and this article, as agent of the county and the county wastewater department, to disconnect water service upon nonpayment of the county's sewer service charges. If it is impractical to provide for the collection of all or any part of the county's sewer service charges jointly with charges rendered by a public or private agency for water service, the county and the county wastewater department may levy an assessment for such sewer service charges.

(Ord. No. 350, § 4.10, 7-7-92)

Sec 66-146. Reconnection.

If sewer service is terminated, reconnection shall be allowed only after issuance of a new permit, full payment of all past-due sewer bills and the payment of any and all costs incurred by the wastewater department as a result of disconnection or reconnection of sewer service. The reconnection shall be made exclusively by the wastewater department or a contractor having a current license issued by the wastewater department. In all cases the wastewater department shall inspect the reconnection prior to resumption of sewer service.

(Ord. No. 350, § 4.11, 7-7-92)

Sec 66-147. Minimum user fee for permitted dischargers.

Any permitted sewer customers desiring to maintain their permitted discharge flows rather than their current actual flow (where lower) may be required to pay, as may be from time to time determined by county council, for their full permitted discharge amount at the current fair user rate. If this provision is utilized, it must be utilized uniformly among any given class or category of customers.

(Ord. No. 350, § 4.12, 7-7-92; Ord. No. 382, § 4, 9-7-93)

Sec 66-148. Notice, hearing regarding sewer service charges.

Prior to the making of any sewer connection or the furnishing of any sewage disposal service for which the prescribed sewer service charge shall, pursuant to Section 66-149, become a lien on the property affected and prior to any subsequent increase in any sewer service charge not less than ten days written notice shall be given to each affected property owner notifying him of the nature and quantum of the sewer service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the county council. Following such hearing, if such be requested and held, action shall be taken by the county council and notice of its decision shall be given to the property owner concerned or his counsel as the case may be not less than ten days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the county council may proceed by appeal in the court of common pleas for the county in which his property or any part thereof lies, to have such court review the action taken by the county council at which time the court will determine the validity and reasonableness of the sewer service charge. Sewer service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The appeal provided for herein shall be pursuant to the provisions of S.C. Code 1976, § 18-17-10 et seq. providing for appeals to the court of common pleas.

(Ord. No. 350, § 4.13, 7-7-92)

Sec 66-149. Creation of lien.

If the notice or notices prescribed by section 66-148 shall have been given and any hearing requested pursuant thereto shall have been held, all connection or tapping fees, sewer service charges and other charges imposed by the county council following that procedure under authority of this article and not paid when due and payable, shall constitute a lien upon the real estate to which the sewage service concerned relates so

long as the fees or charges remain unpaid. In addition to such other rights and remedies as may be available to the county council in law or in equity for the collection of such fees and charges, the lien may be enforced by the county council in the same manner and fashion as the lien of property taxes on real estate.

(Ord. No. 350, § 4.14, 7-7-92)

Sec 66-150. Alternative methods of collection.

Those methods of collection of past due service charges described in this division are not an exclusive list of approaches. All other remedies are still open to the county.

(Ord. No. 350, § 4.15, 7-7-92)

Sec 66-151. Delinquent account appeals and dispute resolution.

The following procedures are established to afford delinquent county wastewater department account holders or property owners due process rights, to provide for a one-time amnesty period for the reduction or waiver of penalties, and to provide for equitable treatment of all wastewater department account holders:

- (1) Upon receipt of a verified account of overdue and delinquent sewer service charges pursuant to wastewater department procedures, any account holder or property owner wishing to protest the same, in any form, whatsoever, must notify the county wastewater department, in writing, within ten days of receipt of the verified account, stating the reasons for the protest and providing any support, documentation, or background for the protest.
- (2) There is hereby appointed a wastewater department appeals panel consisting of the County Finance Director, the Administrative Assistant to the Finance Director, and the Wastewater Manager, which will, as soon as possible after receipt, consider such protest, including a review of the wastewater department records pertaining to the account in question, the written protest, and will allow the protesting party, either personally or by representation, including counsel if desired, to present oral argument on the protest.
- (3) Following such hearing, the wastewater department appeals panel will vote, in duly assembled session, whether to grant or deny the protest, thereby either upholding the wastewater department accounting, changing or modifying the wastewater department accounting, or sending the matter back to the wastewater department administrative staff for further action as specified by the wastewater department appeals panel.
- (4) The wastewater department staff will, within ten working days of the aforesaid action by the wastewater department appeals panel, notify the protesting party in writing, by certified mail, return receipt requested of the action taken by the wastewater department appeals panel.

(5) Should any party filing a protest in accordance with the previously numbered paragraphs be dissatisfied with the action taken on such protest by the wastewater department appeals panel, such protesting party must file an appeal thereof, in writing, with the clerk to county council within ten days of receipt of the notification of the action taken by the appeals panel, pursuant to subsection (4) above.

(6) At the next regularly scheduled or called county council meeting following receipt of the appeal noted in the immediately preceding subsection, the county council will entertain such appeal and decide to grant or deny the appeal, based upon the matters of record before the sewer appeals panel, which matters will be properly recorded and forwarded to county council by the wastewater department appeals panel. The party appealing the action of wastewater department to county council may appear before county council in person or by representative, including legal counsel if desired, to make an oral statement and argument in favor of the appeal. The wastewater department likewise may be represented by a representative or spokesman before county council.

(7) Following the hearing of such appeal, the county council will vote, in duly assembled session, whether to deny or grant the appeal, thereby either upholding, modifying or revising, or revoking the decision of the wastewater department, or may send the matter back to the wastewater department for further action as delineated by county council.

(8) Any party desiring to appeal the action of county council in the immediately preceding paragraph must file a timely legal action in the court of common pleas for the county in order to do so.

(9) County council establishes, on a one-time basis, a 90-day "amnesty period," to go into effect at such point within the next three months when the wastewater department has established the necessary procedures and staffing to implement it. During such amnesty period, all wastewater department delinquent account penalties will be waived, in return for a \$25.00 administrative fee and a simple interest rate of 1 1/2 percent per month on the outstanding delinquent balance owed over the term of the delinquency, for any account holder or property owner who either pays or makes arrangements, satisfactory to the wastewater department, to pay a delinquent account up to current. The same terms and conditions will apply, on a retroactive basis, using account credits where required, to any account holder or property owner who has already paid or is paying a delinquent account up to current between the enactment of this section and the inception of the 90-day amnesty period.

(Ord. No. 350, § 4.16, 7-7-92; Ord. No. 367, § 1, 1-19-93)

Secs 66-152 thru 66-170. Reserved

DIVISION 8. ENFORCEMENT MANAGEMENT STRATEGY

Sec 66-171. Damage to, tampering with facilities.

It shall be unlawful and a violation of this article for any person to tamper with or change any meter or sewer collector line, or to make any connection to the system without written permission, or to reconnect service when it has been discontinued for nonpayment of a bill for service, until such bill has been paid in full, including a reconnection fee. Upon conviction, there shall be imposed punishment in accordance with section 66-176.

(Ord. No. 350, § 5.1, 7-7-92)

Sec 66-172. Falsifying information.

Any person who knowingly makes any false statement, representation or certification in any application, report, plan or other document filed or required to be maintained pursuant to this article or who falsifies, tampers with or knowingly renders inaccurate any monitoring device required by this article shall be deemed to have violated this article and be guilty of a misdemeanor, and upon conviction shall be punished as stated in this article. According to federal law as stated in section 403.6(a)(2)(i) of the Federal Register, there are "significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(Ord. No. 350, § 5.2, 7-7-92)

Sec 66-173. Administrative enforcement actions.

(a) The Manager of the wastewater department shall be responsible for administering this article and shall serve as enforcement officer.

(b) The enforcement officer shall:

(1) Administer and interpret this article.

(2) Prepare appropriate forms for applications and questionnaires needed in connection with the issuance of any permit required under this article.

(3) Issue a notice of violation when it is alleged that any user is violating the terms of this article or the terms of any permit. The notice of violation shall specify the nature of the violation. Within 10 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to Anderson County. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of Anderson County to take any action, including emergency actions or any other enforcement action, without first issuing a

Notice of Violation. Reference is made to Attachment B as to these procedures.

(4) May enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sec. 66-173 (b)(5) and (c) of this article and shall be judicially enforceable. Reference is made to Attachment B as to these procedures.

(5) When finding that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the enforcement officer may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(6) Issue a rule to show cause before the wastewater department to any user alleged to have committed a significant violation, requiring the user to appear before the department and show why his sewer use permit should not be revoked and civil penalties imposed.

(7) Issue such rules and regulations as may be necessary or appropriate to ensure the proper administration of this article.

(c) When Anderson County finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, Anderson County may issue an order to the User directing it to cease and desist all such violations and directing the User to:

1. Immediately comply with all requirements; and
2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(d) Any user who receives a notice of violation or administrative order shall have a right to an administrative conference with the enforcement officer by making a written request therefore within five days of receipt of a notice of violation or an administrative order. The purpose of the administrative conference shall be to review the facts on which the notice of violation or administrative order is based and to review and amend same if necessary. Following the conference, the enforcement officer shall inform the alleged violator in writing of the results of the conference and may propose a compliance agreement to resolve the alleged violation.

(e) Following the administrative conference, any user who is not satisfied with the decision of the enforcement officer shall have the right to request a hearing before the wastewater department, by making a written request therefore within ten days from the date notice of the results of the administrative conference is received.

(f) The Manager may order any User who causes or is responsible for an unauthorized discharge or other violation to show cause at an Adjudicatory Hearing why a proposed enforcement action should not be taken. A notice shall serve on the User specifying the time and place for the hearing, the proposed enforcement action, and the reasons for such actions, and a request that the User show cause why this proposed enforcement action should not be taken.

(1) Notice of the hearing to the User shall be served personally or registered or certified mail (return receipt requested) at least 10 days before the hearing. Service may be made on any agent or officer of the User.

(2) A User may request an Adjudicatory Hearing or for and Informal Hearing Conference prior to a Show Cause Hearing provided;

(i) Requests for an Adjudicatory Hearing is served on Anderson County within 15 days following any final administrative action or decision by Anderson County on any violation, application, permit, certificate or other licensing matter, and

(ii) A request for an Informal Conference to the Show Cause Hearing may be made by the User but not to delay the hearing date. If the request is granted, an informal Conference may be held by the Manager or his designee to explore ways and means to obtain compliance by consent without the necessity of a formal Adjudicatory Hearing.

(g) Record

At any hearing held pursuant to this Ordinance, testimony shall be taken under oath and recorded stenographically. The transcript, so recorded, shall be made available to any member of the public or any party of the hearing upon payment of the usual charges thereof.

(h). Hearing Officer

A hearing officer or officers may be appointed by the Manager to preside over the Adjudicatory Hearing. The hearing officer may be an employee of Anderson County or be specially appointed for such purpose. He shall have no connection with the preparation or presentation of the evidence at the hearing.

(i). Procedure

The procedure for an Adjudicatory Hearing and other enforcement procedures are set forth in Attachment B, the Enforcement Response Guide for Anderson County.

(j). Enforcement Orders

When the hearing officer finds that a User has violated or is violating the provisions, prohibitions or limitations of this Ordinance, or those contained in any permit issued hereunder, he may issue an order to cease and desist, and may direct those persons in violation to:

1. comply forthwith;
2. comply in accordance with a compliance time schedule set forth in the Order;
or
3. take appropriate remedial or preventive action in the event of a continuing or threatened violation;
4. prohibit or reduce the discharge;
5. provide wastewater storage or flow equalization;
6. make payment by the User to cover added costs of handling and treatment costs and the administrative costs of the enforcement action;
7. post performance bonds;
8. act to take other steps to achieve compliance;
9. pay fines and penalties;
10. pay reasonable attorney's fees, hearing costs, reporting costs, and other expenses incurred by Anderson County for the hearing or enforcement procedure.

g. Payment of Costs

Payment of costs or fines shall not relieve the User from the requirement to pretreat wastewater or discharges in excess of the limitations required under its permits or the Ordinances of Anderson County.

Sec 66-174. Judicial Remedies

Notwithstanding the administration procedure provided herein, when any person discharges wastewater into the wastewater disposal system contrary to the law of this State or the provisions of this Ordinance, or any order or permit issued hereunder, or otherwise violates applicable law or the provisions of this Ordinance or any order or permit issued hereunder, the Manager may commence an action for appropriate legal or equitable relief in the Court of Common Pleas. The remedies provided by this Ordinance are not exclusive.

Sec 66-175. Injunctive Relief

The Manager may, in the name of Anderson County, file in the Court of Common Pleas, a suit seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this Ordinance or other applicable law, ordinance, or regulation and the determination of the hearing examiner. Suit may be brought on behalf of Anderson County, at the same time or separately, to recover any and all damages suffered by Anderson County as a result of any action or inaction of any User or other person who causes or suffers damage to occur to the POTW or for any other expense, loss or damage of any kind or nature suffered by Anderson County. Such damages shall include, but not be limited to, claims for damages, takings, losses, expenses, costs, fines, penalties and attorneys' fees for which Anderson County may become liable or responsible and which arise out of or result from the User's noncompliance with its permit or the User's violation of State or Federal Pollution Control laws, rules or regulations. This section has the same intent as Section 66-182.

Sec 66-176. Criminal Violations

Facts or circumstances which tend to indicate a criminal activity or action by any person may be reported to the proper State and Federal law enforcement agencies for prosecution and subject to Criminal Penalties described in Section 66-183 of the article.

Sec 66-177. Performance Bonds

The Manager may refuse to reissue a permit or a general permit to any User which has failed to comply with any provisions of this Ordinance or any order, previous individual discharge permit or a general permit issued hereunder, or any other Pretreatment standard or Requirement, unless such User first files with it a satisfactory bond, payable to Anderson County, in a sum not to exceed a value determined by the Manager to be necessary to meet the cost of any scheduled improvements and to achieve consistent compliance.

Sec 66-178. Tenant Responsibility

Where an Industrial User of property leases premises to a subsidiary or affiliate or other, entity in which, the Industrial User has a direct or indirect interest, the tenant or Industrial User or both may be held responsible for the compliance and with provisions of the Ordinance.

(Ord. No. 350, § 5.3, 7-7-92)

Sec 66-179. Suspension of permits.

Any permit to use the sewer system of the county shall be subject to immediate suspension, after informal notice to the User, when necessary to prevent an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons, interference with the treatment plant, or when necessary to prevent the wastewater department from violating any conditions of its NPDES permit. Any user notified of a suspension of its sewer use permit shall immediately stop further discharge. The permit shall be reinstated upon satisfactory proof that the conditions warranting the suspension have been corrected.

A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, Anderson County may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its' receiving stream, or endangerment to any individuals. Anderson County may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of Anderson County that the period of endangerment has passed, unless the termination proceedings in Sec. 66-181 of this article are initiated against the User.

B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to Anderson County prior to the date of any show cause or termination hearing under Sec. 66-181 or 66-187 or of this article.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

(Ord. No. 350, § 5.4, 7-7-92)

Sec 66-180. Revocation of permit.

Any user who commits the following violations shall be subject to having its sewer use permit revoked:

- (1) Failure of the user to factually report the wastewater constituents and characteristics of its discharge.
- (2) Failure of the user to report significant changes in operations or wastewater constituents and characteristics prior to the changed discharge.
- (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring for violations of any permit conditions.

- (4) Failure to comply with an order suspending a sewer use permit.
- (5) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
- (6) Tampering with monitoring equipment.
- (7) Failure to meet effluent limitations.
- (8) Failure to pay fines.
- (9) Failure to pay sewer charges.
- (10) Failure to meet compliance schedules.
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application.
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility.
- (13) Any other significant violation of any Pretreatment Standard or Requirement, or any of the terms of the wastewater discharge permit, or of the terms of this article.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

(Ord. No. 350, § 5.5, 7-7-92)

Sec 66-181. Severance of sewer connection.

If any user fails to comply voluntarily with any suspension order or continues to contribute wastewater to the county sewer system after the revocation of a sewer use permit, the wastewater department may take such steps as are necessary to prevent or minimize danger to the sewer system or to prevent danger to the public including, but not limited to, severance of the sewer connection.

In addition to the provisions in Sec.66-180 of this ordinance, any User who violates the following conditions is subject to discharge termination:

- A. Violation of individual wastewater discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

D. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

E. Violation of the Pretreatment Standards in Division 4 of this ordinance.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Sec. 66-187 of this article why the proposed action should not be taken. Exercise of this option by Anderson County shall not be a bar to, or a prerequisite for, taking any other action against the User.

(Ord. No. 350, § 5.6, 7-7-92)

Sec 66-182. Legal action.

If any person makes any discharge into the county sewer system contrary to the provisions of this article, violates any conditions of an industrial wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, may petition the Anderson County Court of Common Pleas through Anderson County's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this article on activities of the User. The wastewater department may commence an action for appropriate legal and/or equitable relief, including a requirement for the User to conduct environmental remediation, in the courts of this state. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User. This section has the same intent as Section 66-182.

(Ord. No. 350, § 5.7, 7-7-92)

Sec 66-183. Criminal penalties.

Any person who knowingly and intentionally violates any provision of this article shall, upon conviction be guilty of a misdemeanor and punished in accordance with section 66-172, in addition to civil penalty provisions pursuant to section 66-184. Each day that a violation continues to exist shall be considered a separate offense.

Any person who knowingly and intentionally introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction be guilty of a misdemeanor and punished in accordance with section 66-172, in addition to civil penalty provisions pursuant to section 66-184. Each day that a violation continues to exist shall be considered a separate offense. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be punished in accordance with section 66-172, in addition to civil penalty provisions pursuant to section 66-184.

In the event of a second conviction, a User shall be in accordance with section 66-172, in addition to civil penalty provisions pursuant to section 66-184.

(Ord. No. 350, § 5.8, 7-7-92)

Sec 66-184. Civil penalties.

Any person found by the county wastewater department to have committed any significant violation of this article or any permit condition or final determination of the wastewater department shall be subject to a civil penalty not to exceed \$2,000.00 per day that such violation continues. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation. The Manager, at his discretion, may hold all or part of the fine in abeyance while evaluation the performance or the User to achieve compliance. In addition, the wastewater department may require that a person guilty of a significant violation reimburse the wastewater department for any attorney's fees, engineering fees, court costs or other expenses incurred by the wastewater department in connection with enforcement or repair or replacement actions brought by the wastewater department as a result of such violations. Civil penalties may be imposed only after a show cause hearing before the wastewater department.

In determining the amount of civil liability, the Manager shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

(Ord. No. 350, § 5.9, 7-7-92)

Sec 66-185. Remedies Nonexclusive.

The remedies provided for in this ordinance are not exclusive. Anderson County may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the County's enforcement response plan. However, Anderson County may take other action against any User when the circumstances warrant. Further, Anderson County is empowered to take more than one enforcement action against any noncompliant User.

Sec 66-186. Collection of civil penalties.

Civil penalties, if unpaid, shall be treated as any other payment penalty.

(Ord. No. 350, § 5.10, 7-7-92)

Sec 66-187. Show cause hearings.

- (a) The enforcement officer may issue a rule to show cause to any person who violates this article or any permit, permit condition, final order of the wastewater department, or any other Pretreatment Standard or

Requirement, to appear and show cause why enforcement actions authorized by this article should not be imposed. A copy of the rule to show cause shall be served on the alleged violator specifying the alleged violations, the proposed enforcement actions, and the reasons for such action and giving at least ten days' notice of the time and place of the hearing.

(b) The wastewater department shall conduct the hearing and the hearing shall be held as practicably as possible in accordance with the procedure prescribed by regulation 61-72 of the state department of health and environmental control.

(c) After reviewing the evidence, the wastewater department may, in appropriate cases if a significant violation is found, suspend or revoke any sewer use permit previously granted, impose civil penalties and/or order severance of the sewer connection, or any combination of the foregoing until the violation has been corrected to the satisfaction of the wastewater department.

(d) All appeals from the decision of the wastewater department shall be heard by the Court of Common Pleas for the County.

(e) A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

(Ord. No. 350, § 5.11, 7-7-92)

Sec 66-188. Public notification of industrial violations.

The wastewater department shall inform the public, on a yearly basis of any Significant Noncompliance violations by an industrial user(s) or any cases requiring the use of emergency authority by publishing a listing in the largest daily newspaper within the jurisdiction served by the wastewater department.

Anderson County shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by Anderson County, a list of the Industrial Users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean violations which meet one or more of the following criteria:

1. Violations of wastewater discharge limits

- a. Chronic violations. 66% or more of the measurements in a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including same Daily Maximum Limit, Daily Average Limit, or Instantaneous Limit.
- b. Technical Review Criteria (TRC) violations. 33% or more of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including Daily Maximum Limit, the same Daily Average Limit,

or Instantaneous Limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).

- c. Any other violation of a Pretreatment Standard or Requirement including Daily Maximum Limit, Daily Average Limit, Instantaneous Limit, or narrative standard that Anderson County believes has caused, alone or in combination with other discharges, interference or pass-through including endangering the health of the Anderson County personnel or the general public.
 - d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Anderson County's exercise of its emergency authority to halt or prevent such a discharge.
- 2. Failure to meet within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance.
 - 3. Failure to provide within 45 days after the due date, standards required reports such as self-monitoring reports and reports on compliance schedules.
 - 4. Failure to accurately report noncompliance.
 - 5. Any other violation or group of violations, which may include a violation of Best Management Practices, Anderson County determines will adversely affect the operation or implementation of the local pretreatment program.

(Ord. No. 350, § 5.12, 7-7-92)

Sec 66-189. Upset.

A. For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (C), below, are met.

C. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and the User can identify the cause(s) of the upset;

(2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(3) The User has submitted the following information to Anderson County within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days]:

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

D. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.

F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec 66-190. Prohibited Discharge Standards.

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Sec. 66-66 of this article or the specific prohibitions in Sec. 66-66(3) through (25) of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

A. A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

B. No Local Limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when Anderson County was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

Sec 66-191. Bypass.

A. For the purposes of this Section,

(1) Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this Section.

C. Bypass Notifications

(1) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Manager, at least ten (10) days before the date of the bypass, if possible.

(2) A User shall submit oral notice to Anderson County of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. Anderson County may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

D. Bypass

(1) Bypass is prohibited, and Anderson County may take an enforcement action against a User for a bypass, unless

- (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to

- prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (c) The User submitted notices as required under paragraph (C) of this section.

(2) Anderson County may approve an anticipated bypass, after considering its adverse effects, if the Manager determines that it will meet the three conditions listed in paragraph (D)(1) of this Section.

Secs 66-192 thru 66-210. Reserved

DIVISION 9 - FATS, OIL AND GREASE (FOG)

Sec 66-211. Purpose and Applicability

The purpose of this Division is to aid in preventing the introduction and accumulation of fats, oils and grease (FOG), which may cause or contribute to sanitary sewer blockages and obstructions into the wastewater collection system. This Division requires that grease control device be installed, implemented and maintained by food service establishments in accordance with the following provisions. It also provides for the regulation of the collection, control and transportation of non-hazardous fats, oil and grease (FOG) of animal or vegetable origin.

Applicability: The provisions of this Division shall apply to all food service establishments (FSE) as defined herein which discharge to an Anderson County Collection System.

Sec 66-212. Findings

- Grease buildup in the public sewer system occurs when FOG from cooking is allowed to be introduced into the system. FOG washed down sinks and floor drains builds up over time and eventually creates backups in the public sewer system which may result in sanitary sewer overflows (SSOs). SSOs constitute significant public health hazards, lead to costly environmental penalties, and are prohibited under the federal Clean Water Act.
- The accumulation of FOG in the public sewer system leads to increased costs for maintaining the sewer collection system and wastewater treatment plant.
- Food service establishments are a major source of FOG in the public sewer system. The use of properly sized, installed and maintained grease control devices minimizes the introduction of FOG into the collection system.
- The FOG program is being implemented as a portion of the Collections Maintenance, Operations and Management (CMOM) Plan to manage and minimize potential SSOs.

Sec 66-213. Legal Authority

It shall be unlawful for any food service establishment to operate without approved grease control device as required in this Division. Legal authority is established under Anderson County's approved pretreatment program. The pretreatment program

includes activities designed to identify and control sources of potential interference and, in the event of actual interference, enforcement against the violator.

Sec 66-214. Definitions/Acronyms

The definitions found in Section 66-39 shall apply to the provisions of this Division, provided; however, that the following words, terms, and phrases, when used in this Division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Authorized Representative of the FSE: May be the Owner, General Manager, Manager, or duly authorized representative of the individual designated in this definition if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Baffle: A plate, wall, or panel to deflect check, or regulate the passage of grease-laden wastewater through the grease trap or gravity grease interceptor. A hanging baffle is one that does not extend to the floor of the interceptor. It generally extends only to the top half of the water level. A slotted baffle is one that extends to the floor of the interceptor and has one or more slots generally located at the middle of the water level to convey liquid from the inlet side to the outlet side of the interceptor.

Best Management Practices (BMP): The widely accepted means and methods of preventing or reducing FOG from entering the wastewater collection and treatment system are referred to as Best Management Practices.

Black Water or Domestic Sanitary Sewage: Wastewater containing human waste from sanitary fixtures such as toilets and urinals.

Brown grease means floatable fats, oils, grease and settled solids produced during food preparation that are recovered from grease control devices. Brown grease can be discharged from kitchen fixtures and appliances (i.e., 3-compartment sinks, pre-rinse sinks, automatic dishwashing machines, mop sinks, floor drains, water cooled wok stoves, soup kettles, etc.) or other locations where the grease has been contaminated in some fashion.

Building code administrator means the County's building code administrator or his or her authorized designee.

Certified: Having met the County's requirements. In respect to the Grease Waste Hauler/Plumber certification, meaning met the County's Certified Grease Waste Hauler/Plumber requirements and having been issued a Grease Waste Hauler/Plumber certification card by Anderson County.

Enforcement response plan is a system that sets forth the process and procedures for enforcement of this division by the County.

Fats, Oil, and grease (FOG) means material, either liquid or solid, composed of fats, oils or grease (organic non-polar compounds) derived from animal or vegetable sources. Examples of FOG include, but are not limited to, kitchen cooking grease, vegetable oil, bacon grease and organic polar compounds derived from animal or plant sources that contain multiple carbon triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the Title 40, Part 135 of the Code of Federal Regulations (40 CFR 136), as may be amended from time to time.

Flow Control Device: An integral part of a hydro-mechanical grease interceptor (HGI) installed on the inlet side that controls the wastewater flow through the grease trap and entrains air bubbles in the wastewater stream via the vent to facilitate grease removal.

FOG Program Coordinator: Person employed or designated by the Wastewater Department who is charged with the responsibility of administering the provisions of the grease management program to ensure compliance by users with applicable laws, rules, regulations, policies, and ordinances.

Food service establishment (FSE) means any commercial, industrial, religious, institutional or food processing facility that discharges kitchen or food preparation wastewaters and that is required to have a grease control device under the County's Code of Ordinances. This includes operations such as, but not limited to restaurants, delicatessens, bakeries, snack bars, catering operations, ice cream parlors, school cafeterias, mobile food units including bases of operations, and temporary food service establishments.

1. Class 1: Delis-engaged in the sale of salads, cold cut and microwaved or convection oven warmed sandwiches/subs with no frying or grilling on site, use of precooked meats, utilization of disposable serving ware with very limited culinary washing; Meat Markets with meat preparation such as slicing and grinding as defined by NAICS 445210; Coffee Shops (small) as defined by NAICS 7222135; Ice Cream Shops as defined by NAICS 7222131; Frozen Yogurt Shops as defined by NAICS 7222132; Retail Bakeries (small) with no on premise frying or preparation of other non-bakery foods as defined by NAICS 311811; Doughnut Shops with baking only as defined by NAICS 7222133; Beverage Bars with limited on premise food preparation that can be classed as a deli as defined by NAICS 722515; Day Care facilities (minimum classification-depending on menus, food preparation, culinary cleaning, number of meals served, and frequency meals are served) as defined by NAICS 813110; and Mobile Food Vendors as defined by NAICS 722330.
2. Class 2: Limited Service Restaurants (a.k.a. fast food facilities, drive-in, carry-out) as defined by NAICS 722513; Day Care facilities (maximum classification depending on menus, food preparation, culinary cleaning, and number of meals served) as defined by NAICS 624410; Religious Organizations (maximum classification depending on menus, food preparation, culinary cleaning, number of meals served, and frequency meals are served) as defined by NAICS 813110; Full Service Restaurants (minimum classification – seating capacity less than 65) as defined by NAICS 722511; Buffet and Cafeteria facilities (minimum classification – seating capacity less than 65) as defined by 722514; Doughnut Shops with on premise frying as defined by NAICS 7222133; Coffee Shops (large) as defined by NAICS 7222135; Caterers as defined by NAICS 722320;

Convenience Stores without fuel pumps as defined by NAICS 445120;
Convenience Stores with fuel pumps as defined by 447110; and
Supermarkets/Grocery Stores as defined by NAICS 445110.

3. Class 3: Full Service Restaurants (maximum classification-seating capacity greater than 65) as defined by NAICS 722514.
4. Class 4: Buffet and Cafeteria Facilities (maximum classification-seating capacity greater than 65) as defined by NAICS 722511.
5. Class 5: Institutions (Schools, Hospitals, Nursing Homes, Prisons, etc.) which include NAICS classifications 611110, 611310, 623110, 623311, 623312, 722310, and 922140, but not to exclude self-run operations.

General FOG Permit: A fats, oils, and grease permit in which all food service establishments are grouped and is valid for a period of five (5) years.

Gravity Grease Interceptor: See Grease Interceptor – these terms are synonymous.

Gray Water: Refers to all other wastewater other than black water as defined in this section.

Grease Control Device: means a device used to collect, contain, and remove food waste, fats, oils and grease from the wastewater while allowing the remaining wastewater to be discharged to the County's wastewater collection system by gravity. Devices include grease interceptors, grease traps, automatic grease removal devices, grease recycling containers or other FOG remediation devices approved by the County.

Grease Interceptor: A Grease Control Device identified as a large underground vault, usually 500 to 2,000 gallon capacity, designed to collect, contain and remove food waste, fats, oils and grease (FOG) from the FSE wastewater while allowing the remaining wastewater to be discharged to the County's wastewater collection system. Grease interceptors will be located outside the FSE and must be approved by Anderson County.

Grease Recycle Container (Bin): container used for storage of yellow grease (see yellow grease definition in this section).

Grease removal device: means an active, automatic device that separates and removes fats, oils and grease from FSE effluent discharge and that cleans itself of accumulated FOG at least once every twenty-four (24) hours utilizing electromechanical apparatus.

Grease trap: A grease trap or hydro-mechanical grease interceptor is a Grease Control Device identified as an "under the sink" reservoir, or a "floor trap" which is a small container or tank with baffles designed for inside installation at kitchen fixtures and appliances, although they are sometimes installed adjacent to the kitchen and outside the building either above or below the ground. For a FSE approved to install a grease trap, the minimum size requirement is the equivalent of a 20-gallon per minute/40 pound

capacity trap. All grease traps shall be correctly sized, have properly sized/installed flow control devices, and be approved by the County.

Grease Waste Hauler (GWH)/Plumber, means a contractor/company that pumps, cleans, and maintains grease control devices and transports it to a recycling or disposal facility. A grease hauler may also provide other services related to grease interceptor maintenance for a food service establishment. All grease waste haulers and plumbers performing these duties within Anderson County's service area shall be Grease Control Device (GCD) certified by Anderson County.

Grease Waste Line (GWL): The wastewater plumbing that conveys grease-laden wastewater from fixtures and appliances to the Grease Interceptor or other GCD. This GWL shall be separate from any plumbing conveying sanitary wastewater.

Hydro-Mechanical Grease Interceptor: See Grease Trap – these terms are synonymous.

Manager means the Anderson County Wastewater Department Manager or authorized designee.

NAICS: North American Industry Classification System, using 2012 (or latest) classifications at www.census.gov/epcd/www/naics.html.

Noncompliance Notice (NCN): A notice generally issued by the County's FOG Program Coordinator or FOG Program Inspector, informing the noncompliant user that it is in noncompliance with the FOG Ordinance. The NCN is issued for any identified problems with grease control device operation, maintenance, or components. The specific noncompliance will be noted.

Notice of Violation (NOV): A notice generally issued by the County's Wastewater Department Manager or his designee to a FSE, informing the noncompliant user of violations of the County's FOG Ordinance. The specific violation will be noted.

Public sanitary sewer system: means and includes all or any part of the lateral sewers, collecting sewers, intercepting sewers, wastewater pumping stations, force mains, wastewater treatment facilities and outfall sewers owned or administered by the County.

Renderable FOG container: means a closed, leak-proof container for the collection and storage of yellow grease.

Series (Grease interceptors Installed in Series): Grease interceptor tanks are installed one after another in a row and are connected by plumbing pipe to increase the effective volume of the grease control device.

Tee or T (Influent & Effluent): a T-shaped pipe fitting extending from the ground surface below grade into the grease interceptor to a depth allowing recovery (discharge) of the water layer located under the layer of FOG.

User: Any person, corporation, or company who contributes, causes or permits the contribution of wastewater into the County's WCTS.

Wastewater Collection and Transmission System (WCTS): A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

Yellow grease: Fats, oils and grease used in food preparation that have not been in contact or contaminated from other sources such as water, wastewater or solid waste, i.e. fryer oil and may be recycled. Most "yellow grease" is used deep fat fryer grease. Yellow grease is normally stored in a grease recycle container or bin for beneficial reuse.

Acronyms:

BMP	Best Management Plan
CMOM	Collections, Maintenance, Operations and Management
ERP	Enforcement Response Plan
FOG	Fats, Oil & Grease
FSE	Food Service Establishment
GCD	Grease Control Device
GGI	Gravity Grease Interceptor
GWH	Grease Waste Hauler
GWL	Grease Waste Line
HGI	Hydro-Mechanical Grease Interceptor
NAICS	North American Industry Classification System
NCN	Non-Compliance Notice
NOV	Notice of Violation
SCDHEC	South Carolina Department of Health and Environmental Control
SSO	Sanitary Sewer Overflow
WCTS	Wastewater Collection and Transmission System

Sec 66-215. General Requirements

- A. All existing and proposed Food Service Establishments (FSEs) are required to have a grease control device (GCD) installed, maintained and operating properly, in accordance with the FOG Program.
1. Existing FSEs in operation prior to adoption of this FOG Ordinance are required to have a GCD properly installed, maintained and operating in accordance with this FOG Ordinance in no later than 365 days from the effective date of this Ordinance.
 2. All new FSE construction required by the County to have grease trap (hydro-mechanical grease interceptor) FOG remediation shall comply with Section 66-219 and Section 66-224 immediately upon the effective date of this Ordinance.

3. All new FSE construction required by the County to have gravity grease interceptor FOG remediation shall comply with Section 66-218 and Section 66-222 immediately upon adoption of this FOG Ordinance.
 4. After adoption of this FOG Ordinance, any change of ownership of an existing FSE or FSE applying for a new FSE Permit having an existing gravity grease interceptor and/or required by the County to have a gravity grease interceptor and not meeting the requirements of Section 66-222, must comply immediately with Sections 66-218 or at the discretion and approval of the County, rebuild/modify the existing interceptor in accordance with Section 66-218 (G) or install a gravity grease interceptor in compliance Section 66-222.
 5. After the effective date of the ordinance, any change of ownership of an existing FSE or FSE applying for a new FSE Permit having an existing hydro-mechanical grease interceptor (grease trap) and/or required by the County to have a hydro-mechanical grease interceptor, must comply immediately with Section 66-224 and Section 66-219 as determined by the FOG Program.
- B. All FSEs will be required to maintain records of cleaning and maintenance of GCD. GCD maintenance records will be maintained on-site of the FSE and include, at a minimum, the date of cleaning/maintenance, company or person conducting the cleaning/maintenance, volume (in gallons) of grease wastewater removed and the final disposal location. In addition, grease waste haulers shall comply with the County's manifest documentation requirements for all disposal of FOG waste.
 - C. GCD maintenance records shall be available at the FSE premises and available for inspection by the County FOG Program personnel or their representative, and/or SCDHEC. The FSE shall maintain GCD maintenance records for a minimum of three (3) years. As-built drawings and GCD manuals should be available for inspection and remain on premises for the life of the GCD at the FSE.
 - D. No FSE will discharge oil and grease in concentrations that exceed the County's limits stated in Section 66-66 of 100 parts per million by weight.
 - E. Owners of commercial property will be held responsible for installation of County approved grease control devices and shall ensure that lease agreements identify the responsible party for proper maintenance to control wastewater discharges from their property. A copy of the responsible party information shall be provided to the FOG Program Coordinator.
 - F. Grease Control Device Certification Requirement: All food service establishments with grease control devices must have their gravity grease interceptor or grease trap inspected and certified at least annually by a County "certified" grease waste hauler or "certified" licensed plumber. Annually is defined as a period from January 1 through December 31. Grease control device certification requirements shall commence the following calendar year the FOG Control General Permit is issued. Any FSE that does not provide an annual

grease control certification by December 31 of each year following the General FOG Permit issuance will be considered to be in noncompliance. If a gravity grease interceptor or grease trap "Passes" the certification requirement, no further action is required. If a grease interceptor or grease trap "Fails" the certification requirement, a corrective action response is required from the FSE user/owner or authorized representative to the County (refer to Section 66-215 (G). Completed certification forms (Gravity Grease Interceptor Certification Form A or Grease Trap Certification Form B) must be completed and signed by the County "certified" grease waste hauler or County "certified" licensed plumber, signed by the FSE owner or authorized representative, and submitted to the County. The original certification form must be submitted to the County at the following address:

FOG Program Coordinator
Anderson County Wastewater Treatment
1500 Dalrymple Road
Anderson, SC 29621

- G. Failure of a Gravity Grease Interceptor Certification or Grease Trap Certification: The FSE owner or authorized representative is responsible for including detailed "Corrective Action Response" information on the Gravity Grease Interceptor Certification form or the Grease Trap Certification form that is submitted to the County. If necessary, additional pages may be attached to the certification form. At a minimum, the Corrective Action Response information must include the reason for the failed certification, what corrective action will be taken, and the date the corrective action will be completed. The FSE user/owner or authorized representative shall notify the FOG Program by phone or email within one business day (Monday – Friday) of failing the certification. Any additional enforcement action will utilize the Anderson County Food Service Establishment Enforcement Response Guide.
- H. FSEs shall dispose of yellow grease in an approved container, or recycle container/bin, and the contents shall not be discharged into any grease control device, sanitary sewer line, grease waste line, storm water grate, drain, plumbing fixture, or into the environment whereas to be conveyed to a stream, creek, or river. Yellow grease and oils disposed of in any manner other than an approved container or recycle container/bin is a violation of this FOG Ordinance.
- I. It shall be a violation of the FOG Ordinance to leave the lid open on any outdoor grease recycle bin/container.
- J. It shall be a violation of the FOG Ordinance to allow spilled yellow grease to remain around the recycle container/bin. Refer to Section 66-225 (G) for cleanup.
- K. It shall be a violation of this FOG Ordinance to push or flush the non-water portion of GCD into the public sewer.
- L. Mop basins located outside the building and drained to the sanitary sewer shall be covered with a canopy or roof whereas to prevent storm water from being introduced into the sewer.

- M. Dumpster pads that drain to the County's sanitary sewer shall be covered whereas to prevent storm water from being introduced into the sanitary sewer. Dumpster pad drains are prohibited from connection to storm water conveyances.
- N. Outdoor grated cleanouts are prohibited from use. Cleanouts shall be solid whereas to prevent storm water from being introduced into the sanitary sewer.
- O. The FSE user/owner or authorized representative shall notify the FOG Program by phone or email within one business day (Monday-Friday) of any noted deficiencies encountered while performing GCD pumping, cleaning, or maintenance, including annual GCD certification.

Sec 66-216. Fees and Permits

- A. The County may adopt and impose charges and fees (Attachment 1) to the FSE's from time to time, which may include:
 - a. Fees for monitoring and inspections;
 - b. Fees for permit applications;
 - c. Surcharges, assessments and impact fees;
 - d. Fees for filing appeals;
 - e. Other fees required to carry out the requirements of this Ordinance.
- B. An additional compliance inspection fee (Attachment A) will be charged to each FSE for each re-inspection due to noncompliance issues.
- C. The County will issue General FOG Permits for food service establishments. All new FSEs shall complete and submit the County's Fats, Oils and Grease Questionnaire which will serve as the FSE's General FOG Permit application. General FOG Permits shall be issued for a period of 5 years. Additional fees may be implemented by the County for food service establishment wastewater treatment and impacts to the WCTS.

Sec 66-217. Approved Grease Waste Haulers/Plumbers

To ensure proper maintenance of grease control device (GCD) and proper disposal of the FOG waste, the County will maintain an "Approved Grease Waste Haulers/Plumbers List". Within six months of the effective date of this Ordinance, food service establishments (FSEs) shall only utilize Anderson County certified grease waste haulers and plumbers to perform any GCD pumping, cleaning, maintenance, and GCD Certification. Criteria for the grease waste hauler or plumbing company to be placed on the "Approved Grease Waste Haulers/Plumbers List" include, but are not limited to the following:

- A. The grease waste hauler or plumber employees that will be performing any GCD pumping, cleaning, or maintenance within the county, including completing the FSE grease control device certification forms must attend an Anderson County approved Grease Control Device Certification Class and pass the GCD certification class test. Upon passing the Grease Control Device Certification

Class, the grease waste hauler or plumber employee will be issued a certification card in their name. Grease waste hauler or plumber employees performing the aforementioned GCD work shall be in possession of a valid County Grease Waste Hauler/Plumber certification card issued in their name. Grease waste hauler employees shall present this card and other proof of identification to County personnel upon request.

- B. The grease waste hauler or plumber performing any plumbing work associated with the GCD must have a valid plumber's license issued by the State of South Carolina.
- C. Grease Waste Hauler Companies and Plumbing Companies must maintain applicable business licenses for the area in which they are working.
- D. Grease waste haulers and plumbers that pump gravity grease interceptors or grease traps must comply with the requirement of the County's FOG Ordinance.
- E. The County maintains the right to modify the grease waste hauler/plumber agreement.
- F. Signature of the grease waste hauler/plumber company's authorized representative and submittal to the County of the completed Anderson County Approved Grease Waste Hauler/Plumber Agreement" form are required. "Approved Grease Waste Hauler/Plumber Agreement" form will include reporting requirements to the County and making records available to County personnel. A monthly GWH/Plumber summary report for all FSE or commercial Grease Trap/GGI waste shall be submitted to the County in accordance with this policy. Failure to meet any portion of the grease waste hauler agreement will result in removal of the grease waste hauler/plumber company from the "Anderson County Approved Grease Waste Haulers/Plumbers List" and/or enforcement action.

Sec 66-218. Existing Gravity Grease Interceptor Design/Installation and Requirements

Any existing FSE, upgrading of an existing FSE, change of ownership of existing FSE or FSE applying for a FSE Permit, having an existing gravity grease interceptor (GGI), will be required to have the interceptor completely pumped and inspected by the County's FOG Program personnel for suitability to perform its intended duties, for acceptable inlet and outlet plumbing components, for proper access openings over all chambers, and for acceptable baffle configuration/plumbing. The aforementioned pump out inspection will be waived if the existing GGI passed an inspection in compliance with Section 66-229 (A) within a previous 12 month time period. As part of the inspection, the County's FOG Program personnel may conduct a video inspection of the inside of the interceptor. Existing gravity grease interceptors installed prior to the adoption of this FOG Ordinance and not in compliance with Section 66-222 but able to meet the requirements of Section 66-218 A through F, at the discretion and approval of the County may be modified in accordance with Section 66-218, G. FSEs required by the County to have gravity grease interceptor FOG remediation, but having none or an interceptor deemed

insufficient by the County and not allowed to be rebuilt/modified in place, shall meet the requirements of Section 66-222. Under certain circumstances, the required interceptor size and location may necessitate special exceptions. Allowances for alternative GCD may be approved, provided prior approval of unit type, size, location, etc. is obtained from the County's FOG Program Coordinator. Any gravity grease interceptor(s) installed after the adoption of the FOG Ordinance shall comply with design and installation requirements of Section 66-222.

Criteria for consideration by the County as an acceptable gravity grease interceptor existing or installed prior to adoption of the FOG Ordinance and not meeting the requirements of Section 66-222 of the FOG Ordinance is as follows:

- A. Capacity and Condition: Existing gravity grease interceptors installed prior to the adoption of this FOG Ordinance shall have a minimum of 1,000 gallons capacity and shall be found to be in proper working order as determined by the County's FOG Program Coordinator or their designee. Any existing gravity grease interceptor in this category not meeting these conditions shall require the installation of a gravity grease interceptor meeting the requirements of Section 66-222.
- B. Piping
 - 1. The inlet piping shall enter the receiving chamber a minimum of 3 inches above the invert of the outlet piping.
 - 2. On the inlet pipe inside the receiving chamber, a sanitary tee of the same size pipe in the vertical position with the top unplugged shall be provided as a turndown. A pipe (nipple) of the same size as the tee shall be installed in the top of the tee with the top of the nipple open. A pipe installed in the bottom of the tee shall extend to a point of 2/3 the depth of the water level. The inlet tee shall be made of Schedule 40 PVC or equivalent material.
 - 3. The outlet piping shall be no smaller than the inlet piping, but in no case smaller than 4" diameter.
 - 4. The outlet piping shall contain a tee installed vertically with a pipe (nipple) installed in the top of the tee, with the top of the nipple open. A pipe installed in the bottom of the tee shall be made of a non-collapsible material and extend to 12" above the tank floor. Minimum materials requirement for the outlet piping is Schedule 40 PVC.
- C. Baffles
 - 1. The interceptor shall have a non-flexing (i.e. concrete, steel, etc.) baffle extending from the floor to a level above the outlet piping. An existing gravity grease interceptor having no baffle(s) that are open or baffle(s) not attached at the bottom will not be acceptable.
 - 2. If inverted 90 degree sweeps or tees are used to convey liquid from the inlet to outlet side of the interceptor, the baffle shall have an inverted 90

degree sweep(s), or schedule 40 PVC tee(s), fitting at least equal in diameter size to the inlet piping, but in no case less than 4 inches. The bottom of the sweep(s) or tee(s) shall be placed in the vertical position of the inlet compartment 12 inches above the floor. If a tee is used in lieu of a sweep, a pipe nipple of the same size as the tee shall be installed in the top of the tee and extended to the same height reached by the top nipple installed on the inlet and outlet tee. The nipple shall remain open. A pipe installed in the bottom of the tee shall extend to 12" above the tank floor.

3. In lieu of a sweep or tee through the baffle, slotted designs will be acceptable for existing gravity grease interceptors to convey liquid from the inlet to outlet side of the interceptor.
4. The inlet compartment shall be 2/3 of the total liquid capacity with the outlet compartment at 1/3 liquid capacity of the interceptor.

D. Access Openings (Manholes)

1. Access to gravity grease interceptors shall be provided by a minimum of one manhole per interceptor division (baffle chamber/compartment) and be of 24" minimum dimension terminating 1" above finished grade with cast iron frame and cover. One manhole shall be located above the inlet tee hatch and the other manhole shall be located above the outlet tee hatch. A minimum of 24" of clear opening above each manhole access shall be maintained to facilitate maintenance, cleaning pumping, and inspections.
2. Access openings shall be mechanically sealed and gas tight to contain odors and bacteria, exclude vermin and ground water, and in a manner that permits regular reuses.
3. The manholes shall be accessible for inspection by the County.

E. Location: Gravity grease interceptors shall be located so as to be readily accessible for cleaning, maintenance, and inspections. They should be located close to the fixture(s) discharging to the interceptor. Grease interceptor access manholes shall never be paved over, covered by landscaping, or have any other hindrances not allowing access.

F. Construction Material: Grease interceptors shall be constructed of sound durable materials, not subject to excessive corrosion/decay, and shall be water and gas tight.

G. Rebuilding/Modifying in Place

1. An existing gravity grease interceptor having a minimum of 1000 gallons capacity and found by the County's FOG Program personnel to be functional, but having unacceptable access openings, baffle configuration, or plumbing, may be modified in place to an acceptable configuration as outlined in Section 66-218, (B through E) by rebuilding/modifying it in-

place as set forth in Section 66-218 (G). The FOG Program Coordinator reserves the right to require additional gravity grease interceptor capacity and/or the installation of a gravity grease interceptor(s) meeting the requirements of Section 66-222.

2. If the gravity grease interceptor's baffle is not acceptable (no baffle or hanging baffle), the baffle may be modified in-place to an acceptable configuration, generally as given in Section 66-218 (C) or an interceptor meeting the requirements of Section 66-222 shall be installed. The baffle shall extend above level of the outlet pipe.
 3. If the interceptor does not have compliant access openings over each compartment, these shall be added in compliance with Section 66-218 (D).
- H. All new FSEs in existing buildings applying for a FSE Permit and having an existing gravity grease interceptor shall meet the requirements of Section 66-218 or Section 66-222 as required by the County prior to securing the signature of the FOG Program Coordinator for issuance of a FSE Permit.

Sec 66-219. Existing Grease Trap (Hydro-Mechanical Grease Interceptor) Requirements

- A. Any existing FSE, upgrading of an existing FSE, change of ownership of existing FSE, or FSE applying for a FSE permit, that is required by the County to have FOG remediation by grease traps, and having an existing grease trap, shall be required to have the grease trap completely cleaned followed by inspection from the County's FOG Program personnel.
- B. The inspection shall be a determination for proper size, for acceptable functional installation including a properly sized/installed flow control device, and for proper access to the grease trap. Existing grease traps installed prior to the adoption of this FOG Ordinance must meet the requirements of Section 66-224 or receive a variance from the County.
- C. With the consent of the Manager, an FSE with an existing grease trap installed prior to the adoption of this Ordinance may receive a waiver from the design requirements in Section 66-224 only if the grease trap is approved as an alternative grease control device. The alternative grease control device must control FOG discharges from a FSE and be maintained as outlined in this FOG Ordinance. Any alternative grease control equipment must be approved by the County's FOG Program.
- D. If a required current grease trap is not adequate or approved, a grease trap meeting the requirements of Section 66-224 shall be installed. The County reserves the right to require FOG remediation or additional remediation of FOG laden fixtures or appliances in accordance with this FOG Ordinance.
- E. All new FSEs in existing buildings required by the County to have FOG remediation by a grease trap and having an existing grease trap shall meet the

requirements of Section 66-119 as required by the County prior to securing the signature of the FOG Program Coordinator on a FSE Permit application.

Sec 66-220. Grease Control Device Requirements for any New FSE Construction

- A. Any new FSE will be required to install and maintain a GCD approved by the County FSEs in this category must submit a FSE FOG Inquiry Form to the County for approval and this form will serve as the application for the General FOG Permit.
- B. The County will review the FSE FOG Inquiry Form and approve or recommend changes as necessary. In addition, any new FSE shall obtain a sewer permit application and satisfy the requirements of this Ordinance prior to securing the signature of the FOG Program Coordinator on the sewer permit application.
- C. Prior to installation of any required GCD, all proposed GCD shall meet the County FOG Program Coordinator's or Building Official's approval as stated in the FOG Ordinance. Only specifically FOG Program approved GCD and fixtures can be installed or connected to the grease waste line.
- D. All of the FSEs internal plumbing shall be constructed to separate sanitary (restroom) flow from kitchen process flow. Sanitary flow and kitchen process discharges shall be approved separately by the county and shall discharge from the building separately. Kitchen process lines and sanitary lines may combine prior to entering the public sewer; however, the lines cannot be combined until after the GCD. No sanitary wastewater (black water) or storm water shall be plumbed to the GCD.
- E. Gravity grease interceptors or grease traps will be installed and connected whereas to be easily accessible for inspection, cleaning, and removal of grease at any time.
- F. Any newly constructed FSE applying for a FSE permit must satisfy the requirements of Section 66-220 , as verified by inspection from the County's FOG Program personnel, prior to securing the signature of the FOG Program Coordinator for issuance of a FSE permit.
- G. All new FSE construction shall meet the applicable requirements of Section 66-222 or Section 66-224 for GCD as required by the County. All GCD must be approved by the County's FOG Program Coordinator or Building Official. All new gravity grease interceptors must be purchased only from Anderson County approved manufacturers and constructed in accordance with design specification as set forth in Section 66-222 of this FOG Ordinance.
- H. New Multi-Unit (Strip Mall) Facilities: New strip malls or strip centers must have two separate sewer line connections at each unit within the strip mall or strip center. One sewer line will be for sanitary wastewater and one grease waste line will be for the kitchen area, or potential kitchen area, of each unit. The kitchen area, or potential kitchen area, grease waste line will be connected to floor drains in the specified kitchen area, and will connect, or be able to connect, to other food service establishment kitchen fixtures and appliances, such as but not

limited to : 3 compartment sinks, 2 compartment sinks, pre-rinse sink, mop sink, dishwasher, and hand wash sink.

1. New multi-unit facility or new "strip mall" facility owners shall contact the FOG Program Coordinator prior to conducting private plumbing work at the multi-unit facility site. Multi-unit facility owners, or their designated contractor, shall have plans for separate private grease wastewater lines for kitchen and sanitary wastewater for each "individual" unit. In addition, the plans shall identify "stub-out" location to accommodate a minimum 1,000 gallon gravity grease interceptor for each unit of the multi-unit facility, or provide a larger capacity grease interceptor that could be shared by multiple FSEs in the strip mall. Proposals for multiple FSEs connected to one gravity grease interceptor or series of gravity grease interceptors must be approved by the FOG Program Coordinator prior to construction. A copy of the maintenance agreement shall be filed with the FOG Coordinator for any GCD that isn't owned AND operated by the same entity. New multi-unit facility, or new "strip Mall" facility owners shall consider suitable physical property space and sewer gradient that will be conducive to the installation of an exterior, in-ground gravity grease interceptor when determining the building location.
 2. FSEs located in a new multi-unit facility shall have a minimum of a 1,000 gallon gravity grease interceptor installed, unless the FSE is identified as a Class 1 facility. Sanitary wastewater or black water, shall not be connected to the GCD.
 3. Upon installation, the sanitary wastewater line and grease wastewater line "stub-outs" for each separate unit shall be identified (marked). The sanitary wastewater line "stub-out" shall be painted green and grease wastewater line "stub-out" shall be stenciled with the letters "GWL".
- I. Alternative Grease Control Device: On a case by case basis, at the discretion of the Manager, an alternative grease control device may be considered and approved for installation at a FSE. The alternative grease control device must control FOG discharges from a FSE and be maintained as outlined in the FOG Ordinance. Alternative grease control device will not be considered for new building construction.
 - J. Final Approval of Grease Control Device: All new FSEs and FSEs that have upgraded their facilities must contact the County for final approval of the grease control device. This will include onsite inspection of the grease control device by the County's FOG Program Coordinator or authorized representative. No work shall be hidden or covered prior to approval by the FOG Program. Failure of the FSE to contact the FOG Program Coordinator to conduct the inspection of the new GCD will result in enforcement action.

Sec 66-221. Grease Control Device Sizing

- A. Minimum acceptable size of grease control device for each FSE Classification (see Food Service Establishment Section 66-214 (12) for class details) will be as follows:

1. Class 1: 20 gpm/40 pound grease trap
 2. Class 2: 500 gallon gravity grease interceptor (GGI)
 3. Class 3: 1,000 gallon gravity grease interceptor (GGI)
 4. Class 4: 1,500 gallon gravity grease interceptor (GGI)
 5. Class 5: 2,000 gallon gravity grease interceptor (GGI)
- B. To calculate the appropriate size GCD, the FSE's engineer, architect, licensed plumber, or contractor should use a formula that considers all kitchen plumbing fixture units, the discharge plumbing pipe diameter for each fixture unit, storage capacity, type of facility, and an adequate retention time. The grease control device minimum acceptable size for the above listed FSE classifications (Class 1 through 5) shall be met.
- C. The County will review information received from the completed FSE FOG Inquiry Form. The County will make a decision to approve, or require additional grease interceptor volume, based on the type of FSE, the number of fixture units, additional calculations and considerations. Each gravity grease interceptor tank capacity shall not exceed 2,000 gallons. In the event that the gravity grease interceptor calculated capacity needs to exceed 2,000 gallons, the FSE shall install any additional interceptor(s) of the appropriate size in series.
- D. Gravity grease interceptors that are installed in series shall be installed in such a manner to ensure positive flow between the tanks at all times. Therefore, tanks shall be installed so that the inlet invert of each successive tank shall be a minimum of 2 inches below the outlet invert of the preceding tank or a 1% downstream slope, whichever is greater.
- E. Grease control device must remove fats, oils, and grease at or below the County's prohibited concentration level stated in Division 4, Section 66-66, specific prohibitions (8) of 100 parts per million by weight. Failure to comply will require enforcement action.

Sec 66-222. New Gravity Grease Interceptor Design and Installation

- A. Design and installation specifications are available from the FOG Program Coordinator's office.

Sec 66-223. Gravity Grease Interceptor Cleaning and Maintenance Requirements

- A. Partial pump of interceptor contents or on-site pump and treatment of interceptor contents will not be allowed due to reintroduction of fats, oils and grease to the interceptor. In no way shall the pumped material be returned to any private or public portion of the County's WCTS.
- B. Gravity grease interceptors must be pumped-in-full (total pump of all contents) when the total accumulations of surface FOG (including floating solids) and settled solids reaches twenty-five percent (25%) of the grease interceptor's inlet liquid depth. At no time shall the cleaning frequency exceed 90 days unless approved in writing by the County. Failure to meet these requirements shall result in enforcement action. Approval will be granted on a case by case

situation with submittal by the FSE documenting proof that a reduced cleaning frequency will meet the requirements of this FOG Ordinance. Some FSEs may need to consider a more frequent pumping schedule to meet this requirement. A county approved manifest of gravity grease interceptor cleaning/maintenance, and an FSE gravity grease interceptor self-monitoring checklist shall be maintained onsite at the FSE and provided to the County upon request. These documents need to be provided to the County for review before consideration for approval can be granted for a cleaning frequency to exceed 90 days.

- C. The gravity grease interceptor's influent tee and effluent tee will be inspected during cleaning and maintenance and the condition noted by the grease waste hauler's company or individual conducting the maintenance. Influent and effluent tees that are loose, defective, or not attached must be repaired or replaced immediately. Grease waste haulers or individuals conducting any maintenance or pumping will use caution to not damage or dislodge tees, or cause other grease interceptor component damage. Any repairs to the grease interceptor shall be documented and kept on file at the FSE.
- D. All gravity grease interceptors must have access manholes over the influent tee and effluent tee for inspection and ease of cleaning/maintenance. Access manholes will be provided for all separate compartments of interceptors for complete cleaning (i.e. interceptor with two main baffles or three compartments will have access manholes at each compartment). The manholes are to be readily accessible for inspection by the County.
- E. Gravity grease interceptor waste must be hauled offsite and disposed of, processed, or recycled at an approved location in accordance with applicable laws. All disposal of grease interceptor waste must meet the requirements of the County, the receiving facility, and the SC Department of Health and Environmental Control. County approved manifests must be used and properly completed.
- F. Gravity grease interceptors must be "certified" annually by a County certified grease waste hauler or County certified plumber. A Gravity Grease Interceptor Certification (Form A) must be properly completed and submitted to the County annually.
- G. The County may mandate the FSE to require the grease waste hauler to contact the County's FOG Program by telephone at least 24 hours prior to any cleaning, pumping, maintenance, inspection, or certification of the grease interceptor. The County reserves the right to be present to inspect all maintenance.
- H. Responsibility: Maintaining the gravity grease interceptor(s), including complete pumping of contents at the required frequency and insuring proper components are installed, is the responsibility of the user/owner. Commercial property owners shall ensure that lease agreements identify the responsible party for proper maintenance to control wastewater discharged from their property.

Sec 66-224. Grease Trap (Hydro-Mechanical Grease Interceptor) Sizing, Installation, and Maintenance

- A. All grease traps shall have a County approved, properly sized, installed and vented flow control device. Failure to have the flow control device and venting will be considered a violation. The flow control device shall be installed in such a manner whereas to remain visible for future inspections and servicing.
- B. All new FSEs that are allowed to install grease traps must have County written approval prior to starting operations.
- C. A grease trap's minimum size requirement is 20 gpm/40 pound capacity.
- D. At the discretion of the FOG Program Coordinator, alternative grease control device may be considered for installation. The alternative grease control device must control FOG discharges and maintained as outlined in the FOG Ordinance.
- E. No automatic dishwasher shall be connected to a grease trap unless it has been specifically sized and approved by the FOG Program. Grease traps approved by the County for dishwasher connection must be provided with a County approval and properly sized/installed flow control device to the inlet side of the grease trap to prevent overloading of the grease trap and allow for proper grease trap operation.
- F. No waste food grinder shall be connected to a grease trap.
- G. No automatic drip or feed systems for additives are allowed to be connected to a grease trap.
- H. A single grease trap device shall be installed for each significant kitchen fixture unit (i.e. each 3 compartment sink), unless the FOG Program Coordinator provides written approval for multiple fixtures to be connected to the grease trap. The County must approve the number of grease traps and connections to the grease trap.
- I. Grease traps must have the Plumbing Drainage Institute (PDI) certification, and be installed as per manufacturer's specifications and this FOG Ordinance.
- J. The flow control device orifices(s) shall not be removed, enlarged, or modified.
- K. Grease traps will be completely cleaned of fats, oils and grease and food solids at a minimum of every thirty (30) days. If the FOG and food solids content of the grease trap are greater than 25%, the grease trap must be cleaned as frequently as needed to prevent 25% of capacity being occupied with FOG and food solids. A written record of grease trap cleaning and maintenance shall be maintained onsite at the FSE and provided to the County upon request.
- L. Grease trap waste shall be sealed or placed in a container to prevent leachate from leaking, and then disposed of in the solid waste or hauled offsite by a grease waste hauler or plumber to an approved disposal location. In no way shall the pumper material be returned to any private or public portion of the sanitary sewer collection system or disposed of in the environment.

- M. Grease trap waste shall not be mixed with yellow grease in the grease recycle container.
- N. Grease traps must be "certified" annually. See Section 66-214 (7).
- O. The County may mandate the FSE to require the grease waste hauler/plumber or FSE owner to contact the County's FOG Program by phone at least 24 hours prior to any cleaning, pumping, maintenance, inspection, or certification of the grease trap. The County has the right to be present to inspect all maintenance.

Sec 66-225. Best Management Practices and Accidental Discharge Prevention.

Food service establishments shall implement Best Management Practices (BMPs) to prevent the discharge of fats, oils, and grease from their facility to the County sanitary sewer system. Food service establishments shall provide such facilities and institute such procedures as are reasonably necessary to prevent or minimize the potential for accidental discharge of fats, oils, and grease into the sewage collection system. Failure to implement and comply with BMPs and Accidental Discharge Prevention is in violation of the FOG Ordinance. Examples of BMPs include, but are not limited to:

- A. Supervise all waste hauler servicing and cleaning activities.
- B. Use three-sink dishwashing system.
- C. Recycle waste cooking oil; dispose in grease recycle bin or container. **DO NOT** pour any grease into sinks, floor drains, or mop sinks, lavatories, or environment. Cover oil/grease storage containers at all times.
- D. Post "NO GREASE" signs above all kitchen sinks and dishwashers.
- E. "Dry wipe", scraping into the trash container as much food particles and grease residue from pots, pans, and plates, etc. as possible.
- F. Use strainers in sink drains and floor drains to prevent large food particles, containers, and other elicit materials from going into the sewer line. Remove free-floating FOG and food solids prior to draining the sink.
- G. Have spill clean-up kits readily available. If an oil or grease spill occurs, clean up using "dry" oil absorbent material or use ice to make grease solidify. Scoop up material and dispose of it into a trash container. **DO NOT** wash oil or grease into drains.
- H. Dispose of food items in the trash. Food waste grinder use is prohibited in wastewater discharging to hydro-mechanical grease interceptors (grease traps) due to buildup of solids in the GCD, stoppages, decreased efficiency, and the need to increase pumping frequency of the GCD. Food waste grinder use is discouraged in wastewater discharging to gravity grease interceptors.
- I. Clean kitchen exhaust filters routinely.

- J. Post "BMP signs" in the kitchen area, educate, and train all employees on grease control and preventing sewer pipe clogs and sewer overflows. These signs are available at the FOG Program office.

Sec 66-226 "Additives" Prohibitions for Use

- A. Additives include but are not limited to products that contain solvents, emulsifiers, surfactants, caustics, acids, enzymes, chemicals, hot water and bacteria.
- B. This FOG Ordinance prohibits the use of additives (including automatic drip or feed systems) to cause FOG to pass through the user's plumbing and reform in the County's wastewater collection and conveyance system. The use of additives in an FSE will not be a substitute for regular cleaning, or pumping of GCD as required in this FOG Ordinance.

Sec 66-227. Private Sewer Line Cleaning of FOG Requirement

Any grease waste hauler, plumber, or contractor that cleans FOG from a food service establishment's private sewer lines must insure that the FOG and other debris cleaned from the private sewer lines does not cause an obstruction or blockage in the County's WCTS. Therefore, the FOG or other debris cleaned from the private sewer line should be "vactored" or removed. The grease waste hauler, plumber, or contractor shall immediately contact the County if FOG is "pushed" or "jetted" into the County's WCTS to make the County aware of the FOG and debris at the specific location.

Sec 66-228. In Ground Grease Interceptor Abandonment

The property owner or authorized representative of a building utilizing an in ground gravity grease interceptor or hydro-mechanical grease interceptor (grease trap) shall notify the County's FOG Program within 30 days whenever a FSE meets the criteria for temporary or permanent abandonment of said interceptor as set forth in Section 66-228 (A or B).

A. Temporary Abandonment

1. An in ground grease interceptor is considered to be temporarily abandoned if a FSE temporarily closes for business and the property owner intends to utilize the interceptor for another FSE in the same location.
2. At the property owner's expense, the interceptor shall be completely pumped and the grease waste properly disposed of by a County certified grease waste hauler.
3. Once conditions of Section 66-228 (A) (1) and (2) have been met, the County's FOG Program personnel shall be contacted to complete a pumping inspection for the temporary abandonment of an in ground interceptor. The completed grease waste hauler's manifest shall be available onsite for verification during the pumping inspection.

4. Any noted noncompliant functional or plumbing components shall be repaired or replaced, followed by re-inspection from the County's FOG Program personnel.
5. Once the in ground grease interceptor has passed inspection, it shall be filled with water to prevent possible floatation.

B. Permanent Abandonment

1. An in ground grease interceptor is considered to be permanently abandoned when the building is remodeled such that the grease interceptor will not be used; or the building is replaced with a type of business that will not be required to utilize the grease interceptor; or when the property is condemned. An in ground grease interceptor considered to be permanently abandoned, shall be properly removed in accordance with Section 66-228 (2) and (3), or demolished in place in accordance with Section 66-228 (4)(b).
2. The in ground grease interceptor may be removed. Prior to removal, the interceptor shall be completely pumped and the waste properly disposed of by a County certified grease waste hauler. Once the interceptor has been completely pumped, the County's FOG Program personnel shall be contacted to complete an in ground grease interceptor pumping verification inspection. The grease waste hauler's manifest shall be available onsite for verification during the in ground interceptor pumping verification inspection. Service components remaining in place are not exempt from meeting the plumbing codes.
3. After the interceptor has passed the pumping verification inspection by the County's FOG Program personnel, if no replacement is intended, the interceptor may be removed and the hold left by the removal of the grease interceptor shall be back filled with suitable backfill material. Once back fill requirements have been met, the County's FOG Program personnel shall be contacted to complete an in ground grease interceptor abandonment final inspection.
4. Alternatively, in lieu of removal, the interceptor can be demolished in place. The interceptor shall be completely pumped and the waste properly disposed of by a County certified grease waste hauler. Once the interceptor has been completely pumped, the County's FOG Program personnel shall be contacted for an in ground grease interceptor pumping verification inspection. The grease waste hauler's manifest shall be make available onsite during the in ground grease interceptor pumping verification inspection. Demolition of the interceptor shall not commence until the interceptor has passed the pumping verification inspection. The top cover over the interceptor shall then be crushed into the empty tank or removed. The bottom of the tank shall be ruptured. The side of the interceptor shall then be crushed into the tank. The inlet and outlet plumbing shall be disconnected and the lines capped if not to be used.

- (a) Upon completion of crushing the interceptor in place, the FOG Program shall be contacted for an in ground grease interceptor abandonment semi-final inspection.
- (b) After passing the in ground grease interceptor abandonment semifinal inspection, the interceptor shall be back filled with suitable fill material.
- (c) Once backfill requirements of Section 66-228 (4)(b) have been met, the FOG Program shall be contacted for an in ground grease interceptor abandonment final inspection.

Sec 66-229. Right of Entry, Inspection, and Monitoring

The County, or their authorized representative, shall have the right to enter the premises of FSEs to determine whether the FSE is complying with the requirements of this FOG Ordinance. FSEs shall allow County personnel, or their authorized representative, upon presentation of proper credentials, full access to all parts of the premises for the purpose of inspection, monitoring and/or records examination. Unreasonable delays in allowing County personnel access to the FSE premises shall be a violation of this FOG Ordinance.

- A. All gravity grease interceptors and grease traps shall be subject to review, evaluation, and inspection by the County or their authorized representative. The County can require at the property owner's expense, a video inspection of the inside of any interceptor. Inspections will determine proper maintenance, changes in operation, proper records and files, ability of gravity grease interceptor or grease trap to prevent grease from entering the sewer system, and any other factors pertaining to the control of grease discharges to the County sewer system. The County can require notification to the FOG Program by phone 24 hours prior to any pumping, cleaning, maintenance, or certification of the GCD so the County can do a visual inspection of the total GCD. The County can require the FSE to schedule pumping of the interceptor (at the owner's/ FSE expense) if the County determines that the interceptor may be defective or there is chronic FOG obstruction in the downstream sewer from the FSE. County personnel, or their authorized representative, reserve the right to make determinations of gravity grease interceptor or grease trap condition, and adequacy based on review of all information regarding the interceptor's or trap's performance and can require increased cleaning frequency, additional maintenance, modification or replacement of the GCD. All records will be available on site for review by County personnel, or their authorized representative, for a period of 36 months. Copies shall be provided upon request from the County.
- B. The County may require that the FSE install monitoring or additional pretreatment equipment deemed necessary for compliance with this FOG Ordinance.

Sec 66-230. Violations and Enforcement Action

- A. Enforcement action against the food service establishment may result from, but is not limited to, failure to clean or pump grease control device, failure to maintain grease control device including installation of a properly functioning

influent/effluent tees and baffle(s), failure to install grease control device, failure to control FOG discharge from the FSE, failure to certify the gravity grease interceptor or grease trap, FSE responsible for sewer line obstruction, FSE responsible for a sanitary sewer overflow, and FSE use of additives so that FOG is diluted and pushed downstream of the FSE.

- B. Whenever County personnel, or their authorized representative, determine that a gravity grease interceptor or grease trap is in need of installation, pumping, repairs, maintenance, or replacement, a Noncompliance Notification (NCN) or a Notice of Violation (NOV) will be issued stating the nature of the violation(s) and timeframe for corrective measures.
- C. If the FSE fails to initiate corrective action in response to a NCN or NOV, a second notice will be issued and additional fees assessed. Fees may include compliance inspection fees, costs associated with service calls for sewer line blockages, line leaning, camera trucks, line and pump repairs, including all labor, material and equipment. Further noncompliance will result in escalation in enforcement action provided in Article II Division 8 of Chapter 66.
- D. Immediate discontinuance of County utility services may be issued if the facility presents an imminent endangerment to the health, welfare of person or to the environment, causes stoppages or excessive County maintenance of the sanitary sewer system, causes significant interference with the wastewater treatment plant to which it discharges, or causes any violation(s) of any condition of the receiving facility's NPDES Permit. Service shall be reinstated when such conditions have been eliminated and after payment of reconnection fees or other assessed fees.
- E. In addition to any inspection or violations fees, any user who is found to have violated this FOG Ordinance shall be subject to the penalties and fines provided in Attachment A of Article II Divisions 8 of Chapter 66.
- F. If inspections and field investigations determine that any fats, oils and grease interference or blockage in the WCTS (including the sewer system, a sewage pumping station, or the wastewater treatment plant) is caused by a particular user, or food service establishment, then that user, or FSE, may be required to reimburse the County for all labor, equipment, supplies and disposal costs incurred by the County to clean the interference or blockage. Failure to reimburse the County may result in termination of utility service.
- G. For all other violations not specifically mentioned above, the County will use its FSE Enforcement Guide for enforcement action.

Sec 66-231. Variances to the FOG Program

- A. If an existing food service establishment is housed in a structure that because of its architectural or historical restrictions the owner will suffer extreme economic hardship in order to upgrade the existing FOG interceptor, then the establishment

may keep the current FOG interceptor provided the FOG interceptor is at least fifteen (15) feet from the last fresh-air fixture. Additionally, the FOG interceptor must be cleaned every thirty (30) days by a County certified grease waste hauler. In the event that any remodeling of such a food service establishment is undertaken or if the food service establishment changes ownership, then a FOG interceptor that complies with all applicable requirements of this Ordinance shall be installed.

- B. A variance to the design, maintenance, and/or sizing requirements contained herein may be requested when compliance creates an undue hardship or if a grease trap is sufficient. Hardships caused by space availability, minimal anticipated FOG production, cost, etc., may be grounds for a variance. The FSE must submit sufficient documentation, as required by the Manager, which explains the need to vary from design, maintenance and/or size requirements, along with an Application for Variance. A minimum of four months of data should be submitted for maintenance cleaning frequency modifications or similar request.
- C. If a FSE has limited potential for FOG in the discharge, an establishment may request a variance for required equipment by submitting an Application for Variance on a form provided by the County. If the variance of equipment is approved, the FSE's owner shall pay a variance registration fee. The variance registration is valid for a period of three years. If there is a change of ownership then the establishment's new owner must submit a new Application for Variance and pay the associated fee.
- D. After review of the documentation, the county will notify the FSE in writing of acceptance or denial of the variance request. The county may also request further study pursuant to or as a condition of the variance. Certain conditions may be imposed by the Manager for installations that have received a variance.
- E. If a variance is granted and the FSE subsequently increases anticipated food service production or the County later determines that the discharge adversely impacts the sanitary sewer collection system or treatment works, the variance may be revoked.
- F. A variance application fee (Attachment A) will be paid to the County upon submission of the variance request and prior to County review. Variance application fees may be waived at the discretion of the Manager for follow up modification of the same variant issue contained in the original application (for example, if a variance had been granted to all maintenance cleaning every two months and, subsequently it can be shown that a three-month maintenance frequency is acceptable, then the fee may be waived).

The County will waive variance application fees for existing facilities

DIVISION 10 - SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

DIVISION 11 - CONFLICT

All ordinances and parts of ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

DIVISION 12 – EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after passage, approval and publication, as provided by law.

ORDINANCE NO. 2018-059

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V, PURCHASING, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA TO ADD SECTION 2-655 TITLED "PROJECT DELIVERY METHODS AUTHORIZED FOR INFRASTRUCTURE FACILITIES"; AND OTHER MATTERS RELATED THERETO.

WHEREAS, from time to time Anderson County finds it necessary to construct infrastructure facilities;

WHEREAS, the South Carolina (Consolidated Procurement Code, Chapter Title II, Chapter 35 of the South Carolina Code of Laws, 1976, as amended, provides multiple project delivery methods for procurement related to infrastructure facilities;

WHEREAS, these project delivery methods may offer shorter time frames for project completion and the potential for cost savings over a strictly competitive bidding process; and

WHEREAS, the County Council desires to add flexibility of other project delivery methods for infrastructure facilities to the County Purchasing Code.

NOW THEREFORE, be it ordained by Anderson County Council in meeting duly assembled that:

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding a section to be numbered 2-655, which section reads as follows:

Sec. 2-655 Project Delivery Methods Authorized for Infrastructure Facilities.

(a) The County Administrator shall have the discretion to use (i) design-bid-build, (ii) construction management at-risk, (iii) operations and maintenance, (iv) design-build, (v) design-build-operate-maintain and (vi) design-build-finance-operate-maintenance as alternatives for procurement relating to infrastructure facilities and these alternative project delivery methods shall have the definitions as provided in Section 11-35-2910 of the South Carolina Code of Laws, 1976, as amended. In exercising such discretion, the County Administrator shall consider the method which in the Administrator's discretion is the most advantageous to the County and will result in the most timely, economical, and successful completion of the infrastructure project. The determination of the method of source selection utilized shall be stated in writing and included as part of the contract file. As a part of this determination, the County Administrator shall determine if the County should prepare a request for proposals for providing such alternative for procurement related to the infrastructure project or if the County should retain outside consulting services to prepare such request for proposals.

(b) If the County Administrator determines that the use of an alternative project delivery method identified hereon is the most advantageous means of securing the construction contracting administration, the selection of the method of construction contracting administration used by the County and set forth in §2-655(a) shall be submitted for review to the County Council. Within 15 days after notice of such review, an interested party shall submit to the County Council written comments which set forth the position of the party with respect to the decision as to which construction contracting method to use. At the next meeting of the Council, which is at least 15 days following notice of such review, those who submitted comments may address the Council. If County Council does not reject the selection of this method, the construction contracting administration shall be secured in the manner set forth in §2-655.

(c) If the method of construction contracting administration is determined under this Section, the Chairman of County Council shall select an independent monitor from an agency of County Government who does not report directly or indirectly to the County Administrator to observe the source selection process to determine if the process was fair, open and competitive at the time of source selection. The monitor shall give a written report to the Chairman which sets forth these findings.

(d) If the competitive sealed proposal method of construction contracting administration is determined to be the most advantageous to the County, the County shall use such method set forth in §2-636 for the purposes of procuring this project delivery method. The request for proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of December, 2018.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: November 20, 2018

2nd Reading: December 4, 2018

3rd Reading: December 18, 2018

Public Hearing: December 18, 2018

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

BOND ORDINANCE

December 18, 2018

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Exhibit A – Form of the Bond

**BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I

FINDINGS

Section 1.01 Findings

The County Council of Anderson County (the "County Council"), the governing body of Anderson County, South Carolina (the "County"), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county (the "Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15 of the South Carolina Code (the same being and hereinafter referred to as the "County Bond Act"), the governing body of any of the counties of the State of South Carolina (the "State") may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county's applicable Bonded Debt Limit, unless otherwise exempted from such limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The assessed value of the County for the fiscal year ended June 30, 2018, which is the last year for which there is a completed assessment, is a sum not less than \$756,813,230, which produces for the County a Bonded Debt Limit of \$60,545,058. The present outstanding principal amount of general obligation debt of the County which is counted against the Bonded Debt Limit of the County is the sum of (net of any moneys on deposit in the applicable sinking fund) \$6,758,125 and thus the County may issue additional general obligation debt, in the principal sum of \$53,786,933 without a referendum.

(e) County Council has reviewed the capital needs of the County and determined that such capital needs include constructing, improving, acquiring and equipping a fleet services facility (the "Project").

(f) The County is now minded to issue general obligation bonds in an amount not exceeding eight million five hundred thousand dollars (\$8,500,000) to provide funds to: (i) plan, develop, construct, and acquire the Project, taking into account available resources; and (ii) pay the costs of issuance thereof.

(g) It is in the best interest of the County for the County Council to authorize and provide for the issuance and sale of general obligation bonds of the County in an amount not exceeding eight million five hundred thousand dollars (\$8,500,000) pursuant to the aforesaid provisions of the Constitution and laws of the State in order to provide funds to: (i) plan, develop, construct, and acquire all or a portion of the Project, taking into account available resources; and (ii) pay the costs of issuance thereof.

(i) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by the County Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130.

[End of Article I]

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

“Authorized Investments” mean and include any securities which at the time of determination are legal investments for political subdivisions in the State as provided in the South Carolina Code.

“Authorized Officer” mean the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer.

“Bond” or “Bonds” means any of the Bonds of the County authorized by this Ordinance.

“Bond Counsel” shall mean an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

“Bondholder” or “Holder” or “Holders of Bonds” or “Owner” or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“Bond Payment” means the periodic payment of Principal Installments of and interest on the Bonds.

“Bond Payment Date” means the date upon which the Principal Installments of and interest on the Bonds authorized by this Ordinance are due and payable.

“Chairman” means the Chairman of County Council, or in his absence or unavailability the Vice Chairman of County Council.

“Clerk to County Council” means the Clerk to the County Council.

“Code” means the Internal Revenue Code of 1986, as amended.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“County” means Anderson County, South Carolina.

“County Administrator” shall mean the County Administrator of the County.

“County Auditor” means the Auditor of the County.

“County Council” means the County Council of the County.

“County Treasurer” shall mean the Treasurer of the County.

“Enabling Act” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; and Title 4, Chapter 15, and Title 11, Chapter 27 of the South Carolina Code.

“Escrow Agent” means the entity or entities, as the case may be, designated by the County to serve as escrow agent or escrow agents pursuant to one or more escrow deposit agreements in connection with the defeasance of the Bonds.

“Fiduciary” means the Paying Agent, or Registrar, appointed by the County to serve as such, and their successors and assigns.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Other Indicia of Satisfaction” means the delivery of a certificate to the Paying Agent by a Sole Holder in connection with a final payment of all Outstanding Principal Installments of a Series of Bonds certifying that (i) such payment represents the final payment due on such Series of Bonds, and (ii) the Corporation owes no further obligation to the Holder respecting such Series of Bonds.

“Outstanding” when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 8.01 hereof; and
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.09 hereof.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if the Bonds are delivered in physical form, the Paying Agent may be the County Treasurer.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Project” has the meaning ascribed thereto in Section 1.01 hereof.

“Purchaser” means a purchaser of the Bond or Bonds.

“Record Date” means the fifteenth day of the month immediately preceding a month in which there is a Bond Payment Date.

“Redemption Price” when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bond or such portion thereof plus the applicable premium, if any, and accrued interest, as applicable, payable upon redemption thereof pursuant to this Ordinance.

“Registrar” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are delivered in physical form, the Registrar may be the Clerk to County Council or the County Treasurer, as determined by an Authorized Officer.

“Registry Books” means the books to be kept at the Corporate Trust Office of the Registrar for the registration and transfer of the Bonds.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or another recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“Series” or “Series of Bonds” shall mean Bonds issued hereunder as a single issue, i.e., sold and closed on the same dates under a common designation.

“Sole Holder” shall mean the Holder of a Series of Bonds when such Series of Bonds shall be physically delivered as a single Bond to a single Holder.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“State” means the State of South Carolina.

“Taxable Bonds” shall mean any Bonds that have been designated as such by an Authorized Officer pursuant to Section 9.01(d) of this Ordinance.

Section 2.02 Construction

In this Ordinance, unless context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of enactment of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

THE BONDS

Section 3.01 Authorization

The issuance of not exceeding \$8,500,000 of general obligation bonds of the County (the "Bonds") is hereby authorized pursuant to the Enabling Act in order to: (i) plan, develop, construct, and acquire all or a portion of the Project, taking into account available resources; and (ii) pay the costs of issuance thereof.

Section 3.02 Public Hearing

Prior to third reading of this Ordinance, a public hearing shall be conducted. Notice of such hearing shall be given in accordance with the provisions of Section 4-9-130 of the South Carolina Code.

Section 3.03 Details of the Bonds

The Bonds will be issued in fully registered form registered in the name of the Purchaser thereof or under a book-entry-only system, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), which in such instance will act as Securities Depository. The Bonds shall be dated as of the first day of the month in which the Bonds are delivered to the initial Purchaser(s) thereof, the date of delivery thereof, or such other date as shall be selected by an Authorized Officer; shall be in such denominations as determined by an Authorized Officer; shall bear interest from such date as may be accepted by an Authorized Officer at the time of the sale thereof; and shall mature in such Principal Installments as an Authorized Officer may determine.

The Bonds may be issued in a single Series, or from time to time in multiple Series as determined by an Authorized Officer. The Bonds may, in addition to the title "Anderson County, South Carolina, General Obligation Bond[s]," bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued, all as determined by an Authorized Officer.

Section 3.04 Medium and Place of Payment

(a) Both the Principal Installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

(b) If the Bonds are issued in book-entry form, the Bond Payments shall be payable at the Corporate Trust Office of the Paying Agent and payment of the interest on each Bond shall be made by the Paying Agent to the Person appearing as the registered owner thereof on each Record Date on the registration books of the Registrar (the "Registry Books"), which Registry Books shall be held by the Registrar, by check or draft mailed to such registered owner at its address as it appears on such Registry Books in sufficient time to reach such registered owner on the Bond

Payment Date. Payment of the Principal Installment of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable, except as otherwise provided at paragraph (c) below.

(c) Upon the mutual agreement of the County, acting by and through an Authorized Officer, and a Sole Holder, when at any time this Ordinance requires presentation, or presentation and surrender, as a condition of payment on any Bond Payment Date or upon a redemption date, presentation may be waived when any Sole Holder agrees to present the Bond or Other Indicia of Satisfaction in connection with a final payment of principal within a reasonable period of time not to exceed 30 days following the final maturity of the Bond, as determined by an Authorized Officer.

Section 3.05 Agreement to Maintain Registrar and Paying Agent

Subject to the last paragraph of this Section 3.05, as long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. Initially, the financial institution designated by an Authorized Officer may act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

If any Series of Bonds are issued in the form of a single bond in physical form, the County Treasurer may serve as the Registrar and Paying Agent for the Bonds and shall fulfill all functions of the Registrar and Paying Agent enumerated herein. It shall also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Registration and Transfer

The County shall cause the Registry Books to be kept at the Corporate Trust Office of the Registrar, for the registration and transfer of the Bonds. Upon presentation at its Corporate Trust Office for such purpose, the Registrar shall register or transfer, or cause to be registered or transferred, on such Registry Books, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Registry Books, which shall be kept for such purpose at the Corporate Trust Office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar, on behalf of the County, shall issue, in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as is the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County and the Registrar may deem or treat the person, in whose name any fully registered Bond shall be registered upon the Registry Books, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the period beginning on the day after the 15th calendar day of the month next preceding an interest payment date on such Bonds and ending on such interest payment date.

Section 3.07 Lost, Stolen, Destroyed or Defaced Bonds

In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the Corporate Trust Office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 3.08 Book-Entry Only System

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. If held under a book-entry system, the initial securities depository for the Bonds will be DTC. DTC and any-successor securities depositories are hereinafter referred to as the "Securities Depository" and "Securities Depository Nominees" respectively.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Holder of the Bonds for the purposes of: (i) paying the Principal

Installments, interest, and Redemption Price, if any, on such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Bondholders under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the Holders of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

(d) The County shall pay all Principal Installments, interest and Redemption Price, if any, on Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Holders of Bonds by the County or by the Registrar with respect to any consent or other action to be taken by the Holders of Bonds, the County or the Registrar, as the case may be, shall establish a Record Date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such Record Date to the extent possible.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.09 Execution and Authentication of Bonds

The Bonds shall be executed in the name of the County, with the manual or facsimile signature of an Authorized Officer attested to by the manual or facsimile signature of the Clerk to County Council under seal of the County, which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

Section 3.10 Form of Bonds

The Bonds shall be in substantially similar form to that attached hereto as Exhibit A, with such revisions as an Authorized Officer may approve upon advice of Bond Counsel, with the execution of the Bonds to constitute conclusive evidence of approval of any and all revisions.

Section 3.11 Security for Bonds

The full faith, credit and taxing power of the County is hereby irrevocably pledged for the payment of the Bonds as the Principal Installments thereof mature and as interest thereon comes due, and to create such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the Principal Installments of and interest on the Bonds as the same matures and come due, respectively, and to create such sinking fund as may be necessary therefor.

The County Auditor and the County Treasurer shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, a tax, in accordance with this Section 3.11. Such levy may be reduced to the extent that, at the time that the annual millage levy for the County is set, the County shall have revenues on deposit in the sinking fund to pay the Principal Installments of and interest on the Bonds for each such payment thereof coming due and payable from such tax levy.

Section 3.12 Exemption from Taxation

Both the Principal Installments of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

Section 3.13 Payments Due on Saturdays, ~~Sundays~~, and Holidays

In any case where a Bond Payment Date for a Series of Bonds shall be a Saturday or Sunday, or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then any Bond Payment due shall be payable on the next succeeding business day with the same force and effect as if made on the Bond Payment Date and no interest shall accrue during such period.

[End of Article III]

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds

The Bonds shall be sold at a date and time certain after public notice thereof at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as determined by an Authorized Officer. Unless all bids are rejected, the award of the Bond may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of the Bonds (the "Official Notice of Sale"). In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the "Summary Notice of Sale") and provide the Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale.

Section 4.02 Manner of Public Sale

Not less than 7 days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York, any Series of the Bonds may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (a) *Competitive Direct Placement.* The Bonds may be sold to an institution or institutions as a means of making a commercial loan. In such case, the County Council authorizes the Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bonds and award the Bonds on the basis of the terms and conditions contained therein. The Bonds shall be issued as a single Bond, without CUSIP identification. The purchaser of the Bonds shall execute an investor letter to the County acknowledging its purchase of the Bonds as a means of making a commercial loan.
- (b) *Competitive Public Offering.* The Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and distribute the Preliminary Official Statement and the Official Notice of Sale to prospective purchasers of the Bonds. The County Council authorizes an Authorized Officer to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission. The Authorized Officer is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the Purchaser.

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances

An Authorized Officer may negotiate the sale of the Bonds directly with a purchaser in either of the following circumstances:

- (a) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code.
- (b) Should the Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than 10 years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of the Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bond and the award of any such solicitation shall be made under the same standards as provided in Section 5.01(a) above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds meeting the requirements of 11-27-40(4) of the South Carolina Code shall be given not less than seven (7) days prior to delivery of such Bonds.

[End of Article IV]

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations

The County Council hereby expressly delegates to an Authorized Officer the authority, with respect to the Bonds, to determine: (a) the date of sale, the date of issuance, the maturity schedule, the Bond Payment Dates, and the final principal amount with respect to the Bonds; (b) whether the Bonds shall be subject to redemption; (c) whether to use bond insurance, and if so, to make appropriate arrangements therefor; (d) the method of computing interest in connection with the award of the Bonds; (e) whether the Bonds will be designated as “qualified tax-exempt obligations” pursuant to the Code; (f) whether to utilize the provisions of Section 11-27-40(8) of the South Carolina Code with respect to this Ordinance; (g) whether to issue all or a portion of the Bonds as Taxable Bonds; (h) whether to create and distribute preliminary and final Official Statements in connection with the issuance of any Series of Bonds; and (i) such other matters regarding the Bonds as are necessary or appropriate. In making such determinations, the Authorized Officer is directed to take into account the amounts available in the County’s debt service fund. The County Council may, by resolution, authorize an Authorized Officer to alter any of the conditions specified above or elsewhere herein.

An Authorized Officer is hereby authorized and directed to conduct the sale of the Bonds pursuant to the provisions of Article IV hereof. The County Council hereby expressly delegates to an Authorized Officer the authority to award the sale of any Bonds in accordance with the Official Notice of Sale contemplated in Article IV hereof.

[End of Article V]

ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be paid to the County Treasurer to the credit of the County, and shall be expended and made use of by the County as follows:

- (a) Any accrued interest shall be applied to the payment of the first installment of interest to become due on the Bonds;
- (b) Any premium shall be deposited to the sinking fund for the Bonds and applied to the payment of the Principal Installments of and interest coming due on the Bonds; and
- (c) The remaining proceeds shall be applied (i) to defray the costs of the Project, and (ii) to pay the costs of issuance of the Bonds.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments or Governmental Obligations, as appropriate; provided, that neither the Purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption

The Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by an Authorized Officer, upon such dates and at such Redemption Prices as he shall have determined.

Section 7.02 Election to Redeem

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered Holders of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the Registry Books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of the Bonds held by Holders to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price, plus accrued interest to the redemption

date; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the County shall default in the payment of the Redemption Price and accrued interest, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price and accrued interest has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

Section 7.04 Selection by Registrar of Bonds to be Redeemed

(a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 45 days prior to the date fixed for redemption, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

Section 7.05 Deposit of Redemption Price

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 7.05 is inapplicable.

Section 7.06 Partial Redemption of Bonds

In the event part but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge

therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with Section 3.04 hereof.

Section 7.07 Purchases of Bonds Outstanding

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

[End of Article VII]

ARTICLE VIII

DEFEASANCE

Section 8.01 Defeasance

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this Ordinance hereunder, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

(i) If an Escrow Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the Principal Installments of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or Government Obligations, which are not subject to redemption by the County prior to the date of maturity thereof, as the case may be, the Principal Installments of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the Principal Installments, interest, and Redemption Price, if any, due and to become due on the Bonds and prior to the maturity date or dates of the Bonds, or, if the County shall elect to redeem the Bonds prior to their stated maturities and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the Bonds herein, on and prior to the redemption date or dates of the Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or Government Obligations, the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the owners of Bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Escrow Agent in trust for the respective Holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Sections 8.01(a)(iii) or (iv) hereof is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the Registry Books that (i) the deposit required by subparagraphs (a)(iii) or (a)(iv) of this Section 8.01 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

[End of Article VIII]

ARTICLE IX
MISCELLANEOUS

Section 9.01 Tax Covenants

(a) Except with regard to Bonds designated as “Taxable Bonds,” if any, the County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038-G at the time and in the place required therefor under the Code.

(d) Prior to the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as taxable under the Code. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds.

Section 9.02 Securities Law Covenants

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of: (i) Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, and (ii) Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (1) a copy of its annual independent audit within 30 days of its receipt and acceptance and (2) event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

Section 9.03 Notice Pursuant to Section 11-27-40

In order that the County may proceed as expeditiously as possible to issue and deliver the Bonds authorized hereby, an Authorized Officer may determine that the County avail itself of the provisions of paragraph 8 of Section 11-27-40 of the South Carolina Code.

Section 9.04 Professional Services

The County Council hereby authorizes, approves or ratifies, as applicable, the engagement of First Tryon Advisors to act as financial advisor and Pope Flynn, LLC to act as Bond Counsel and Disclosure Counsel (if applicable) in connection with the issuance of the Bonds and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with legal and financial advisors, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 9.05 Authorization to Execute Documents

The County Council hereby authorizes any Authorized Officer, and all other appropriate officials of the County, to execute all such agreements, documents and instruments as may be necessary, required or appropriate to effect the issuance of the Bonds. The Clerk to County Council is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

Section 9.06 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Holders from time to time of the Bonds.

Section 9.07 General Repealer

All rules, regulations, resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[End of Article IX]

ENACTED AT ANDERSON, SOUTH CAROLINA, THIS 18TH DAY OF DECEMBER,
2018.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman of Anderson County Council

Attest:

Clerk to County Council

First Reading:	November 20, 2018
Second Reading:	December 4, 2018
Public Hearing:	December 18, 2018
Third Reading:	December 18, 2018

EXHIBIT A – FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
GENERAL OBLIGATION BONDS
SERIES 2019**

No. R-____

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this Bond at the principal office of _____ (the "Registrar and Paying Agent"), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County's obligation with respect to the payment of such principal sum shall be discharged.

This Bond bears interest from the ____ 1 or the ____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is ____ 1 or the ____ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided, that if the authentication date hereof precedes _____ 1, 201_, or if the County shall fail to pay interest on _____ 1, 201_, then this Bond will bear interest from _____, 201_. Interest on this Bond is payable semiannually on _____ and _____ of each year commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the Registry Books maintained by the Registrar and Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond is one of an issue of Bonds (the "Bonds") of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 Code of Laws

EXHIBIT A – FORM OF BOND

of South Carolina, 1976, as amended, Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Anderson County, on _____, 2018 (the “Ordinance”).

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Bond as it respectively matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.]

[INSERT REDEMPTION PROVISIONS, IF ANY]

This Bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar and Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney.

EXHIBIT A – FORM OF BOND

Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Anderson County Council

Attest:

Clerk to County Council

EXHIBIT A – FORM OF BOND

CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Ordinance of Anderson County, South Carolina dated _____, 201_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

EXHIBIT A – FORM OF BOND

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

____ Custodian _____
(Cust) _____ (Minor)

JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

under Uniform Gifts to Minors
Act _____
(state)

Additional abbreviations may also be used though not in above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

_____ the within bond and
does hereby irrevocably constitute and appoint _____
attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by
participant in the Securities Transfer
Medallions Program (STAMP))

Notice: The signature to the assignment a
must correspond with the name of the Agent
registered owner as it appears upon the
face of the within bond in every particular,
without alteration or enlargement or any
change whatever.

Ordinance #2018-062

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 8.75 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial District) on a parcel of land, identified as 83 Princeton Highway in the Friendship Precinct shown in Deed Book 10980 page 181. The parcel is further identified as TMS #275-14-02-001.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-1N to C-2 for +/- 8.75 acres of TMS #275-14-02-001 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on November 13, 2018, during which it reviewed the proposed rezoning from to C-1N to C-2 +/- 8.75 acres of TMS #275-14-02-001 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on December 4, 2018, regarding said amendment of the Anderson County Official Zoning Map:

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NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance # 99-004 to rezone from C-1N to C-2 +/- 8.75 acres of TMS # 275-14-02-001 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2018-062

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	December 4, 2018
2 nd Reading:	December 18, 2018
3 rd Reading:	January 15, 2018
Public Hearing:	December 4, 2018



Rezoning Request
83 Princeton Highway
C-1N to C-2

0 250 500 1,000 Feet



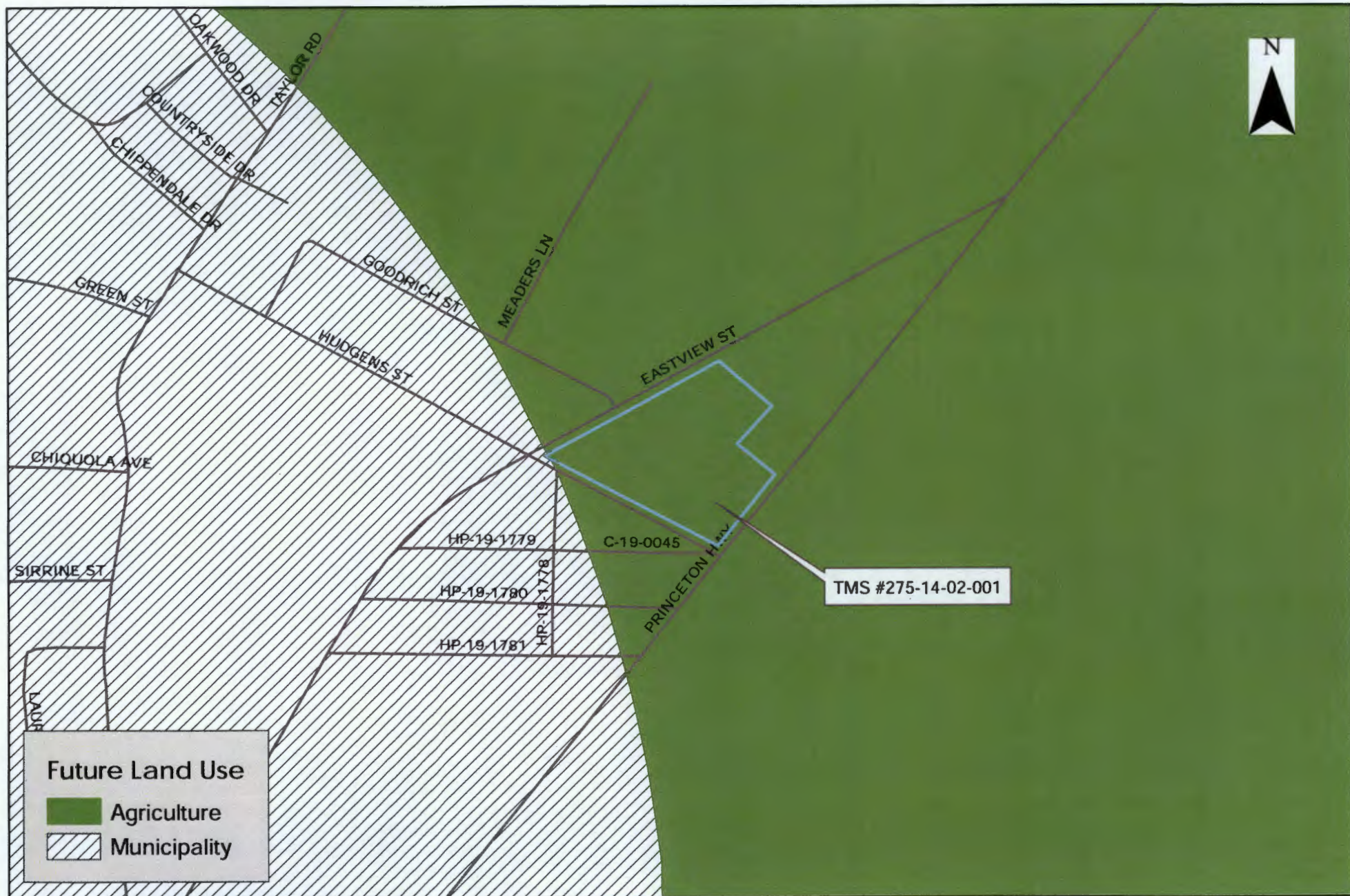
Rezoning Request
83 Princeton Highway
C-1N to C-2

0 500 1,000 2,000 Feet



Rezoning Request
83 Princeton Highway
C-1N to C-2

0 500 1,000 2,000 Feet



Rezoning Request
83 Princeton Highway
C-1N to C-2

0 500 1,000 2,000 Feet



10/25/18



10/25/18



10/25/18



10/25/18



10/25/18



10/25/18



10/25/18



10/25/18



10/25/18

10/25/18





10/25/18



10/25/18



10/25/18

10/25/18





10/25/18

STATE OF SOUTH CAROLINA)
)
ANDERSON COUNTY) **RESOLUTION #R2018-063**

A RESOLUTION APPROVING THE ASSIGNMENT OF CERTAIN ECONOMIC DEVELOPMENT PROPERTY WITH RESPECT TO THAT FEE-IN-LIEU OF *AD VALOREM* TAXES AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ONE WORLD TECHNOLOGIES, INC., PURSUANT TO THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE; APPROVING A TERMINATION OF A JOINDER AGREEMENT AND A PROJECT INFRASTRUCTURE AGREEMENT AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (the "County") is a political subdivision of the State of South Carolina (the "State") and, as such, has all powers granted to counties by the Constitution and the general law of this State; and

WHEREAS, pursuant to the provisions of Title 12 and Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Code") (collectively, the "Act") , on May 8, 2015, the County entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Economic Development Agreement, as amended ("Fee Agreement") with One World Technologies, Inc. ("OWT"); and, further approved a Joinder Agreement in which Lex Anderson L.P. ("Lex Anderson") joined the Fee Agreement as a Sponsor Affiliate; and

WHEREAS, OWT currently leases from Lex Anderson certain real property and improvements thereon, as further described in the attached Exhibit A, that, pursuant to the Fee Agreement, qualifies as Economic Development Property (as defined in the Fee Agreement) (the "Real Property") and now intends to purchase the Real Property from Lex Anderson; and

WHEREAS, in connection with the purchase and sale of the Real Property, Lex Anderson desires to transfer to OWT and OWT desires to assume from Lex Anderson all rights, title, interests and obligations under the Fee Agreement with respect to the Real Property and pursuant to 12-44-120(D) of the Act, and the County desires to approve the same; and

WHEREAS, effective upon the closing of the sale of the Real Property, the Company, Lex Anderson and the County desire to terminate the aforementioned Joinder Agreement; and

WHEREAS, on May 8, 2015, the County, OWT and Red Rock Developments, LLC ("RRD") entered into a Project Infrastructure Agreement ("Infrastructure Agreement") in which the County committed to certain obligations to provide various support regarding certain infrastructure improvements and other undertakings for the benefit of the Real Property and the Project (as defined in the Infrastructure Agreement); and

WHEREAS, the Infrastructure Agreement, was subsequently assigned by RRD to Lex Anderson; and

WHEREAS, in connection with the aforementioned purchase and sale of the Real Property and transfer of same under the Fee Agreement, the County, OWT and Lex Anderson desire to terminate both the Joinder Agreement and Infrastructure Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. **Approval of Transfer of Real Property as Economic Development Property.** Pursuant to the authority given to County Council by the Act, the County hereby approves the transfer of the Real Property that is Economic Development Property from Lex Anderson to OWT, effective upon the closing of the sale and delivery of title to the Real Property to OWT.

Section 2. **Termination of the Joinder and Infrastructure Agreements.** The County hereby approves the termination of both the Joinder Agreement and the Infrastructure Agreement, as of the closing of the sale and delivery of title to Real Property to OWT, the terms of which shall be further reflected in the Termination of Joinder and Project Infrastructure Agreements, a form of which is attached hereto as Exhibit B. The Chair of County Council may agree to reasonable modifications to the Termination of Joinder and Project Infrastructure Agreements, subject to advice and counsel from the County's attorney,

Section 3. **Past and Future Acts.** The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees and agents any of these officials deems necessary and proper, including the County's attorney, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution. The County Council further authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the actions contemplated by this Resolution.

Section 4. **Severability.** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 5. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

RESOLVED in a meeting duly assembled this 18th day of December, 2018.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A

Economic Development Property Description

TMS # 1430004002 (including all improvements thereon)

[See Attached]

Exhibit B

Termination of Joinder and Project Infrastructure Agreements

[See Attached]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
TERMINATION OF JOINDER AND
PROJECT INFRASTRUCTURE
AGREEMENTS

THIS TERMINATION OF JOINDER AND PROJECT INFRASTRUCTURE AGREEMENTS (the "Termination") is entered into as of _____, 2018 (the "Effective Date") by and among Anderson County, South Carolina (the "County"), One World Technologies, Inc. ("OWT"); and Lex Anderson L.P. ("Lex Anderson") (collectively the "Parties").

WHEREAS, the County, OWT, and Red Rock Developments, LLC ("RRD") entered into that certain Project Infrastructure Agreement (the "Infrastructure Agreement"), dated May 8, 2015, with respect to certain infrastructure improvements to be made by the County to serve a project by OWT, such project including the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an establishment of a facility in the County, located at 100 Ryobi Drive and identified by tax map number 143-00-04-002 (the "Real Property"); and

WHEREAS, Lex Anderson, L.P. ("Lex Anderson") acquired all or portion of the Real Property and leased the Real Property to OWT; and

WHEREAS, RRD assigned the Infrastructure Agreement and its rights, title, interest and obligations thereunder to Lex Anderson; and

WHEREAS, concurrent with the Effective Date of this Termination, OWT is purchasing the Real Property from Lex Anderson; and

WHEREAS, on May 8, 2015, the County entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Economic Development Agreement with OWT ("Fee Agreement"); and, further approved a Joinder Agreement in which Lex Anderson joined the Fee Agreement as a Sponsor Affiliate; and

WHEREAS, the Parties acknowledge that the County has met all of its obligations under the Infrastructure Agreement, and, as such, the Parties desire to terminate the Infrastructure Agreement as of the Effective Date; and

WHEREAS, as of the Effective Date, the Parties desire to terminate the Joinder Agreement; and

WHEREAS, the County, by a resolution of County Council dated December __, 2018, has approved the Termination as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Infrastructure Agreement and the Joinder Agreement are terminated as of the Effective Date.

2. None of the Parties have any continuing rights or obligations pursuant to either the Infrastructure Agreement or the Joinder Agreement.

3. This Termination is binding on and inures to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.

4. This Termination shall be governed by and construed in accordance with the law of the State of South Carolina.

5. If any clause or provision of this Termination shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

6. This Termination may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Joinder and Project Infrastructure Agreements to be executed by their duly authorized officers as of the Effective Date.

One World Technologies, Inc.

Name:
Title:

Lex Anderson, L.P.

Name:
Title:

Anderson County, South Carolina

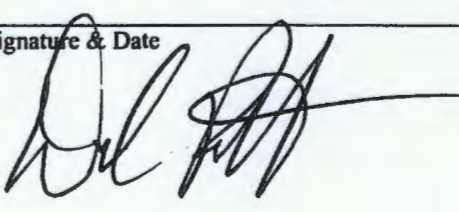
Rusty Burns
Anderson County Administrator

Anderson County Purchasing Department Bid Tabulation

BID# 19-028 CHAIRS FOR 911 DISPATCH

	Vendor	TOTAL COST
1	ELITE ERGONOMICS	\$30,350.00
2	ALFRED WILLIAMS	\$45,025.38
3	UNITED GROUP	NR
4	APEX OFFICE CHAIRS	NR
5	MARSHALL FURNITUREB=	NR
6	BTOD	NR
7	YOUNG OFFICE	NR
8	SEVEN OUTSOURCE	NR
9	HUMAN SCALE	NR
10		
11		
12		
13		
14	AWARDED TO: Elite Ergonomics	

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: # 19-029 2. ISSUE DATE: November 8, 2018 3. FOR INFORMATION CONTACT: <i>R. E. Carroll</i> <i>rcarroll@andersoncountysc.org</i> 5. SUBMIT BID TO: Anderson County Purchasing Department 101 S. Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #19-029	Brief Description: Chairs for 911 Dispatch (SEE SPECIFICATIONS)	
6. Submission Deadline: Date: Thursday, November 29, 2018 Time: 11:00 A.M.		
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): <div style="font-family: cursive; font-size: 1.2em;"> Elite Ergonomics LLC 2100 Habersham Marina Rd. APT 101D Cumming, GA 30041 </div> e-mail: <i>danrad47@gmail.com</i> 7616 Telephone # <i>404-437-6284</i> Fax # <i>404-437-6284</i> Federal Identification #: <i>01-0848219</i>		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): <div style="font-family: cursive; font-size: 1.2em;"> Daniel Radtke/Owner </div> 13. Bidder's Signature & Date <div style="font-family: cursive; font-size: 1.5em; margin-top: 20px;">  </div> <div style="font-size: 1.5em; margin-top: 10px;"> 11-20-18 </div>
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

SECTION I
INFORMATION AND CONDITIONS
FOR BIDS

WARNING:

**READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME
AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED
FROM ANDERSON COUNTY.**

1. Preparation of Bid Form. Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as "County") invites your bid on the form included in this Bid package (the "Bid Package") to be submitted at the time and place stated in the Notice Calling for Bids (the "Notice"). Bids shall be submitted on the prescribed Bid Form, which, along with all other documents in the Bid Package, must be completed in full. All labor, material, equipment, overhead, direct, indirect costs and profit are to be included in prices submitted in Bid. All Bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in long hand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the party submitting the Bid.

2. Form and Delivery of Bids. The Bid must conform and be responsive to all requests in the Bid documents and shall be made on the Bid Form provided, and the complete Bid, together with all additional materials required in the Bid Package, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Office of the Anderson County Purchasing Department, Old Historic Courthouse, 101 South Main Street, Room 115, Anderson, South Carolina, 29624 and must be received on or before the time set forth in the Notice for the opening of Bids. The envelope shall be plainly marked in the upper left hand corner with the party making the Bid's name, the Project designation and the date and time for the opening of Bids. It is the party submitting the Bid's sole responsibility to ensure that its Bid is received prior to the Bid deadline. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the party submitting the Bid unopened. At the time set forth in the Notice for the opening of Bids, the sealed Bids will be opened and publicly read aloud at the place indicated in the Notice.

3. Signature. The Bid Form, all Information Required of Party submitting the Bid, Workers Compensation Certificate, Drug Free Workplace Certification, Non-Collusion Affidavit and any and all Guarantees must be signed in the name of the party submitting the Bid and must bear the signature of the person or persons duly authorized to sign these documents. If the party submitting the Bid is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the party submitting the Bid is a joint venture or partnership, there shall be submitted with the Bid a statement signed by authorized officers of

each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful party, who shall act in all matters relative to the Vendor's Agreement for the joint venture or partnership. If the party submitting the Bid is an individual, his/her signature shall be placed on all such documents.

4. Modifications. Changes in or additions to any of the documents contained in the Bid Package, alternative Bids, or any other modifications, which are not specifically called for by the County, may result in the County's rejection of the Bid as not being responsive. No oral or telephonic modification of any Bid will be considered. Prior to the opening of Bids, a written modification signed by the party submitting the Bid postmarked and received by County prior to the opening of Bids or an e-mail to rcarroll@andersoncountysc.org by the party submitting the Bids received prior to the opening of Bids may be considered by the County.

5. Erasures, Inconsistent or Illegible Bids. The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the Bid. In the event of inconsistencies between words and figures in the Bid, words shall control. In the event that County determines that any Bid is unintelligible, illegible or ambiguous, the County may reject such Bid as not being responsive.

6. Withdrawal of Bids. Any Bid may be withdrawn by written request, or by facsimile transmission confirmed in the manner specified above for Bid modifications, at any time prior to the scheduled closing time for receipt of Bids. No Bid may be withdrawn for a period of 60 days after Bids are opened.

7. Interpretation of Bid Documents. If any party submitting a Bid is in doubt as to the true meaning of any part of the Bid documents, or finds discrepancies in, or omissions from any requirements and specifications, a written request for an interpretation or correction thereof may be submitted to the County. The party submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid documents will be made only by addendum duly issued by the County, and a copy of such addendum will be hand delivered or mailed or faxed to each party submitting a Bid known to have received a Bid Package. No person is authorized to make any oral modification of any provision in the Bid documents, nor shall any oral modification be binding upon the County. If discrepancies in the requirements or specifications, or conflicts between requirements, specifications, terms or conditions exist, the interpretation of the County shall prevail. Any party submitting a Bid shall become familiar with the Specifications and drawings (if any). SUBMISSION OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PARTY SUBMITTING THE BID HAS DETERMINED THAT THE REQUIREMENTS AND SPECIFICATIONS ARE SUFFICIENT FOR SUBMITTING A BID. THAT PARTY SUBMITTING THE BID IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS;

8. Party submitting the Bid Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for by the County.

9. Award of Contract. The County reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or in the Bid process. If two identical Bids are received from responsive and responsible parties submitting the Bids, the County may elect to determine the Vendor by following Section 2-634(i) of the County's Code of Ordinances. The award of the contract, if made by the County, may require action of the County Council. In the event an award of the contract is made to a party submitting the Bid, and such party submitting the Bid fails or refuses to execute the Vendor's Agreement or fails to provide proof of insurance within ten (10) days after Notification of the Award of contract to the successful party submitting the Bid, the County may award the contract to the next best responsive and responsible party submitting a Bid or, at County's sole discretion, release all parties submitting the Bids.

10. Alternatives. If alternate Bids are called for, the contract may be awarded at the election of the County Council to the most responsive and responsible party submitting the Bid on the base Bid, or on the base Bid and any alternate and any deductive or base Bid and any combination of alternates and any deductives.

11. Anti-Discrimination. It is the policy of the County that in connection with all services performed under County contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful party agrees to require like compliance by any authorized sub-vendors employed on the work by the successful Vendor.

12. Hold Harmless. The successful Vendor, awarded the contract, shall indemnify and hold harmless the County, its council members, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, including, but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:

(a)(1) death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor, its officers, agents, employees, or sub-vendor's and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property, arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off County property, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

The Vendor, at Vendor's own expense, cost, and risk shall defend, at County's request, any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the County, its council members, officers, agents or employees in any action, suit or other proceedings as a result thereof.

13. **Confidential Information and Trade Secrets.** All bids become a matter of public record at the time of the response openings. By submitting a response, any party submitting a Bid specifically assumes any and all risks and liability associated with all information, including any marked confidential, in the response and the release of information. The County under no circumstances shall be liable to any party submitting a Bid or any other party for the legally mandated disclosure of any information submitted by any party submitting a Bid whether marked Trade Secret or otherwise. The County reserves the right not to consider Bids in which all, or portions, of the proposal are declared to be Trade Secrets or otherwise marked as confidential.

14. **Equal Opportunity.** All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.

15. **Costs for Bid Preparation.** Costs incurred in the preparation of the Bid and subsequent demonstrations or any other activities related to the Bid will be borne by the party submitting the Bid. The rejection of any bid in whole or in part will not render the County liable for any cost or damage of any party submitting a Bid.

16. **County's Right to Accept or Reject Bid.** The County reserves the right to accept or reject any or all of the Bids submitted. The County reserves the right to accept or reject any or all quotes or parts thereof and to award the contract as is determined to serve the County's best interest. The County reserves the right to contract with other firms at its sole discretion. The County reserves the sole right to decide whether a Bid does or does not comply with the requirements of the Bid solicitation, and to accept, reject or negotiate modifications of suppliers' Bids.

17. **Property of the County.** The vendor's Bid will become the property of the County and will not be returned. Any information disclosed to the County in the Bid solicitation and Bid process will be considered an integral part of the Bid.

18. **Small, Women-Owned and Minority-Owned Business Enterprise.**

To promote free competition and equal opportunity, Anderson County is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the county. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the county to participate in the county's procurement process. It is the policy of the county to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

BY EXECUTION HEREOF, the party submitting the Bid acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

VENDOR

Elite Ergonomics LLC

Print Name, Inc., Corporation or Entity

By:



Print Name:

Daniel Radtke

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

VENDOR

Elite Ergonomics LLC
Principal Name of Corporation

By:

Print Name: Daniel Radtke
Its: _____

SWORN to before me this 16th day
of NOVEMBER, 2018

NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-16-2019
(Attach Notary Seal)

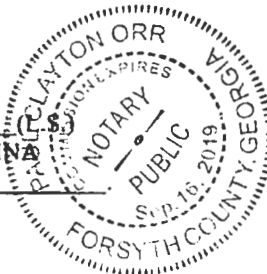


EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Elite Ergonomics LLC

To: Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: **Chairs for 911 Dispatch**

Bid # 19-029

Qty.	U/M	Description	Unit Cost	Extended Cost
10	Each	Chairs for 911 Dispatch Iron Horse 4000 Series : per attached specifications	<u>1587.50</u>	<u>15875.00</u>
10	Each	Chairs for 911 Dispatch Iron Horse 3000 Series : per attached specifications	<u>1447.50</u>	<u>14475.00</u>
Prices include shipping to your dock or use of fork lift to unload chairs. No tax interstate commerce			S.C. TAX	<u>—</u>
			TOTAL	<u>30350.00</u>

**** Price must include delivery to Anderson County 911 Dispatch located on Airport Road, Anderson, S.C.

EXHIBIT C

Dispatch Chair Spec Sheet

Iron Horse 4000 Series

- Iron Horse 4000
- Gen II
- Black Ultra Leather
- DCH Headrest
- HD Tilt-Up Armrests
- Black Composite Base
- Weight Rating: 400 LBS
- User Height: 5'9"-6'5"
- 10 Year Frame Warranty
- 5 Year Warranty on Structural Components
- 3 Year Warranty on Covers, Foam and Armrests

Iron Horse 3000 Series

- Iron Horse 3000
- Black Ultra Leather
- DCH Headrest
- HD Tilt-Up Armrests
- Black Composite Base
- Weight Rating: 300 LBS
- User Height: 5'6"-6'3"
- 10 Year Frame Warranty
- 5 Year Warranty on Structural Components
- 3 Year Warranty on Covers, Foam and Armrests



ANDERSON COUNTY

**Chairs for 911 Dispatch
BID PACKAGE**

Bid #19-029

November 2018

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: # 19-029		Brief Description: Chairs for 911 Dispatch (SEE SPECIFICATIONS)
2. ISSUE DATE: November 8, 2018		
3. FOR INFORMATION CONTACT: <i>Robert E. Carroll</i> <i>rcarroll@andersoncountysc.org</i>		
5. SUBMIT BID TO: Anderson County Purchasing Department 101 S. Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #19-029		
6. Submission Deadline: <i>Date: Thursday, November 29, 2018</i> <i>Time: 11:00 A.M.</i>		
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): Alfred Williams and Company 441 Congaree Road Greenville, SC 29607		12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Brooke Allender, Account Manager
		13. Bidder's Signature & Date <i>Brooke Allender</i> 11/29/18
e-mail :Ballender@alfredwilliams.com Telephone # (864) 542-5689 Fax # (864) 241-9990 Federal Identification #: 560715557		
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

SECTION I
INFORMATION AND CONDITIONS
FOR BIDS

WARNING:
READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME
AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED
FROM ANDERSON COUNTY.

1. Preparation of Bid Form. Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as "County") invites your bid on the form included in this Bid package (the "Bid Package") to be submitted at the time and place stated in the Notice Calling for Bids (the "Notice"). Bids shall be submitted on the prescribed Bid Form, which, along with all other documents in the Bid Package, must be completed in full. All labor, material, equipment, overhead, direct, indirect costs and profit are to be included in prices submitted in Bid. All Bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in long hand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the party submitting the Bid.

2. Form and Delivery of Bids. The Bid must conform and be responsive to all requests in the Bid documents and shall be made on the Bid Form provided, and the complete Bid, together with all additional materials required in the Bid Package, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Office of the Anderson County Purchasing Department, Old Historic Courthouse, 101 South Main Street, Room 115, Anderson, South Carolina, 29624 and must be received on or before the time set forth in the Notice for the opening of Bids. The envelope shall be plainly marked in the upper left hand corner with the party making the Bid's name, the Project designation and the date and time for the opening of Bids. It is the party submitting the Bid's sole responsibility to ensure that its Bid is received prior to the Bid deadline. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the party submitting the Bid unopened. At the time set forth in the Notice for the opening of Bids, the sealed Bids will be opened and publicly read aloud at the place indicated in the Notice.

3. Signature. The Bid Form, all Information Required of Party submitting the Bid, Workers Compensation Certificate, Drug Free Workplace Certification, Non-Collusion Affidavit and any and all Guarantees must be signed in the name of the party submitting the Bid and must bear the signature of the person or persons duly authorized to sign these documents. If the party submitting the Bid is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the party submitting the Bid is a joint venture or partnership, there shall be submitted with the Bid a statement signed by authorized officers of

each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful party, who shall act in all matters relative to the Vendor's Agreement for the joint venture or partnership. If the party submitting the Bid is an individual, his/her signature shall be placed on all such documents.

4. Modifications. Changes in or additions to any of the documents contained in the Bid Package, alternative Bids, or any other modifications, which are not specifically called for by the County, may result in the County's rejection of the Bid as not being responsive. No oral or telephonic modification of any Bid will be considered. Prior to the opening of Bids, a written modification signed by the party submitting the Bid postmarked and received by County prior to the opening of Bids or an e-mail to rcarroll@andersoncountysc.org by the party submitting the Bids received prior to the opening of Bids may be considered by the County.

5. Erasures, Inconsistent or Illegible Bids. The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the Bid. In the event of inconsistencies between words and figures in the Bid, words shall control. In the event that County determines that any Bid is unintelligible, illegible or ambiguous, the County may reject such Bid as not being responsive.

6. Withdrawal of Bids. Any Bid may be withdrawn by written request, or by facsimile transmission confirmed in the manner specified above for Bid modifications, at any time prior to the scheduled closing time for receipt of Bids. No Bid may be withdrawn for a period of 60 days after Bids are opened.

7. Interpretation of Bid Documents. If any party submitting a Bid is in doubt as to the true meaning of any part of the Bid documents, or finds discrepancies in, or omissions from any requirements and specifications, a written request for an interpretation or correction thereof may be submitted to the County. The party submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid documents will be made only by addendum duly issued by the County, and a copy of such addendum will be hand delivered or mailed or faxed to each party submitting a Bid known to have received a Bid Package. No person is authorized to make any oral modification of any provision in the Bid documents, nor shall any oral modification be binding upon the County. If discrepancies in the requirements or specifications, or conflicts between requirements, specifications, terms or conditions exist, the interpretation of the County shall prevail. Any party submitting a Bid shall become familiar with the Specifications and drawings (if any). SUBMISSION OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PARTY SUBMITTING THE BID HAS DETERMINED THAT THE REQUIREMENTS AND SPECIFICATIONS ARE SUFFICIENT FOR SUBMITTING A BID. THAT PARTY SUBMITTING THE BID IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS;

8. Party submitting the Bid Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for by the County.

9. Award of Contract. The County reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or in the Bid process. If two identical Bids are received from responsive and responsible parties submitting the Bids, the County may elect to determine the Vendor by following Section 2-634(i) of the County's Code of Ordinances. The award of the contract, if made by the County, may require action of the County Council. In the event an award of the contract is made to a party submitting the Bid, and such party submitting the Bid fails or refuses to execute the Vendor's Agreement or fails to provide proof of insurance within ten (10) days after Notification of the Award of contract to the successful party submitting the Bid, the County may award the contract to the next best responsive and responsible party submitting a Bid or, at County's sole discretion, release all parties submitting the Bids.

10. Alternatives. If alternate Bids are called for, the contract may be awarded at the election of the County Council to the most responsive and responsible party submitting the Bid on the base Bid, or on the base Bid and any alternate and any deductive or base Bid and any combination of alternates and any deductives.

11. Anti-Discrimination. It is the policy of the County that in connection with all services performed under County contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful party agrees to require like compliance by any authorized sub-vendors employed on the work by the successful Vendor.

12. Hold Harmless. The successful Vendor, awarded the contract, shall indemnify and hold harmless the County, its council members, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, including, but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:

(a)(1) death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor, its officers, agents, employees, or sub-vendor's and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property, arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off County property, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

The Vendor, at Vendor's own expense, cost, and risk shall defend, at County's request, any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the County, its council members, officers, agents or employees in any action, suit or other proceedings as a result thereof.

13. **Confidential Information and Trade Secrets.** All bids become a matter of public record at the time of the response openings. By submitting a response, any party submitting a Bid specifically assumes any and all risks and liability associated with all information, including any marked confidential, in the response and the release of information. The County under no circumstances shall be liable to any party submitting a Bid or any other party for the legally mandated disclosure of any information submitted by any party submitting a Bid whether marked Trade Secret or otherwise. The County reserves the right not to consider Bids in which all, or portions, of the proposal are declared to be Trade Secrets or otherwise marked as confidential.

14. **Equal Opportunity.** All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.

15. **Costs for Bid Preparation.** Costs incurred in the preparation of the Bid and subsequent demonstrations or any other activities related to the Bid will be borne by the party submitting the Bid. The rejection of any bid in whole or in part will not render the County liable for any cost or damage of any party submitting a Bid.

16. **County's Right to Accept or Reject Bid.** The County reserves the right to accept or reject any or all of the Bids submitted. The County reserves the right to accept or reject any or all quotes or parts thereof and to award the contract as is determined to serve the County's best interest. The County reserves the right to contract with other firms at its sole discretion. The County reserves the sole right to decide whether a Bid does or does not comply with the requirements of the Bid solicitation, and to accept, reject or negotiate modifications of suppliers' Bids.

17. **Property of the County.** The vendor's Bid will become the property of the County and will not be returned. Any information disclosed to the County in the Bid solicitation and Bid process will be considered an integral part of the Bid.

18. **Small, Women-Owned and Minority-Owned Business Enterprise.**

To promote free competition and equal opportunity, Anderson County is committed to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the county. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the county to participate in the county's procurement process. It is the policy of the county to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

BY EXECUTION HEREOF, the party submitting the Bid acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

VENDOR

Alfred Williams and Company

Print Name of Corporation or Entity

By: Brooke Allender

Print Name: Brooke Allender

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

VENDOR

Alfred Williams & Company
Print Name of Corporation

By:

Print Name: Bryce Thender
Its:

Robert House (L.S.)
NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-4-22
(Attach Notary Seal)



[Faint, mostly illegible text, possibly a letter or report.]

[Handwritten notes or signatures.]



[Faint handwritten notes and dates, including "2-8-25".]

EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Alfred Williams & Company

To: Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: **Chairs for 911 Dispatch**

Bid # 19-029

Qty.	U/M	Description	Unit Cost	Extended Cost
10	Each	Chairs for 911 Dispatch Iron Horse 4000 Series : per attached specifications	<u>\$2,152.72</u>	<u>\$21,527.20</u>
10	Each	Chairs for 911 Dispatch Iron Horse 3000 Series : per attached specifications	<u>\$2,055.26</u>	<u>\$20,552.60</u>
			S.C. TAX	<u>\$2,945.58</u>
			TOTAL	<u>\$45,025.38</u>

**** Price must include delivery to Anderson County 911 Dispatch located on Airport Road, Anderson, S.C.

EXHIBIT C

Dispatch Chair Spec Sheet

Iron Horse 4000 Series

- Iron Horse 4000
- Gen II
- Black Ultra Leather
- DCH Headrest
- HD Tilt-Up Armrests
- Black Composite Base
- Weight Rating: 400 LBS
- User Height: 5'9"-6'5"
- 10 Year Frame Warranty
- 5 Year Warranty on Structural Components
- 3 Year Warranty on Covers, Foam and Armrests

Iron Horse 3000 Series

- Iron Horse 3000
- Black Ultra Leather
- DCH Headrest
- HD Tilt-Up Armrests
- Black Composite Base
- Weight Rating: 300 LBS
- User Height: 5'6"-6'3"
- 10 Year Frame Warranty
- 5 Year Warranty on Structural Components
- 3 Year Warranty on Covers, Foam and Armrests

EXHIBIT A
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY PARTY MAKING THE PROPOSAL AND SUBMITTED WITH PROPOSAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY appeared before me Robert C. House, being first duly sworn, who deposes and states that he or she is Bruce Attender of Alfred Williams & Co., the party making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, limited liability company or corporation; that the Proposal is genuine and not collusive or a sham; that the party making the Proposal has not directly or indirectly induced or solicited any other party making a Proposal to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any party making a Proposal or anyone else to put in a sham Proposal, or that anyone shall refrain from making a Proposal; that the party making the Proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the party making the Proposal or any other party making a Proposal, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other party making the Proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the party making the Proposal has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

VENDOR

Alfred Williams & Company
Print Name of Corporation

By:

Print Name:

Its:

SWORN to before me this 29th day
of November, 2018

Robert House (L.S.)
NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-4-22
(Attach Notary Seal)





QUOTATION

Crenshaws TV & Appliance
PO Box 645
Pendleton, SC 29670
864-646-3406

Quote # 122291-F

Customer # 105569
Order Date 10/18/18
Print Date 11/08/18
Salesman Frank Crenshaw

Bill To :
ANDERSON COUNTY
ROBERT CARROLL
101 SOUTH MAIN STREET
ANDERSON, SC 29624

Ship To :
ANDERSON COUNTY
JAMIE HAWTHORNE
ECONOMIC DEVELOPMENT OFFICE
Conference Rm. 126 N. McDuffie St.
ANDERSON, SC 29624

864-260-4340

Ship Via DELIVERY	FOB PENDLETON	Cust PO #	Freight Code STD	Tax Code SCANDERSON	Terms NOW
Item			Qty	Price	Ext. Total Tax
UN82NU8000FXZA	Samsung 82" Flat 4K UHD MotionRate 240 Smart LED TV		1.0 EACH	2,799.97	2,799.97 Y
SM-F-XL	Strong™ X-Large Fixed Mount for Most 55-90 in. Flat-Pa		1.0 EACH	149.22	149.22 Y
EV4K2006	Vanco Evolution 4K HDMI over CAT5/ 6 Extender		1.0 EACH	249.90	249.90 Y
CAT6S	CAT6 SHELDED CABLE Cable Type: Cat6, 550 MHz, 23/4, Shielded Certifications: RoHS Compliant, UL Listed, FT4 Rated, CMG Rated		75.0 FOOT	0.48	36.00 Y
B6-HD-1	Binary™ GripTek™ High Speed Licensed HDMI® Cable High Speed w/ Ethernet – Premium A/V performance with networking Low Profile – 50% smaller connector for thin displays Flexible – Easily bends to make tight turns GripTek™ – Gripping connector for trouble-free performance Deep Color – Stunning detail with over one billion colors 3D – 3D support to bring the action into your room 1080p – Full HD ready 4K – Ultra-high definition 4Kx2K compatible Dolby/DTS – Up to 7.1 channels of lossless audio Audio Return Channel – Sends audio from TV to receiver		2.0 EACH	19.90	39.80 Y
MISC-NONINV	LOGITECH GROUP VIDEO CONFERENCING SYSTEM		1.0 EACH	999.97	999.97 Y
MSLLB	Technical Labor Technician Labor Charges - INCLUDES BASIC INSTALLATION OF VIDEO CONFERENCING SYSTEM		1.0 EACH	660.00	660.00 N
	COMMENT ALL HV ELECTRICAL CONNECTIONS/ OUTLETS WILL BE PROVIDED BY ANDERSON COUNTY		1.0 EACH	0.00	0.00 N

Additional Contact Info Phone Alt. Phone Fax Email	SubTotal 4,934.86
	7.00% Sales Tax 299.24 Freight 0.00
	Total \$ 5,234.10
	Page 1

Printed- 11/08/18 04:48:44 PM FRANK-PC # Frank

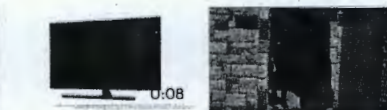
Samsung - 82" Class - LED - NU8000 Series - 2160p - Smart - 4K UHD TV with HDR

Model: UN82NU8000FXZA SKU: 6200119

4.7 (100 Customers) | 41 Answered Questions



Samsung NU8000 4K . Safely Unbox Your Samsung TV



Samsung NU8000 Series TV - 360° View
Get Free Home Theater Advice with In-Home

Not On Display at Anderson

On Display at Mall of Georgia and other stores



\$2,999.99 | **\$125.00/mo.***

suggested payments with
24-Month Financing
Show me how >

Open-Box: from \$2,759.99

Protect your product

Learn about Standard Protection Plans

2 Years \$349.99	5 Years \$599.99	No plan selected
---------------------	---------------------	---------------------

Add to Cart

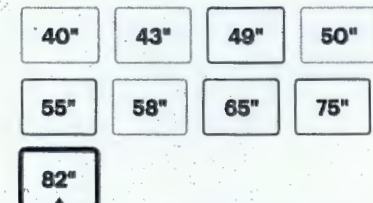
Build A Bundle

Save for Later

☐ Compare

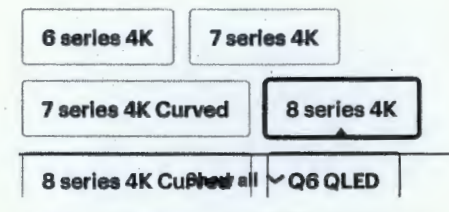
Screen Size Class: ①

Help



Show less ^

Series: ①



Specialty Item

FREE delivery as soon as Wed, Dec 12

Need it installed? Delivery + Installation as soon as Fri, Dec 14 in 29621.

Store Pickup: Order now & Anderson will have it ready for pickup by Wed, Dec 12.

Upgrade for \$500

See what you get with an upgraded model.



Try Prime

All UN82NU8000FXZA

Shop

Deliver to
Anderson 29621

Your Amazon.com 12 Days of Deals Gift Cards

EN

Hello, Sign in
Account & Lists

Orders

Try Prime

0

Cart

All Electronics Deals Best Sellers TV & Video Audio & Home Theater Computers Camera & Photo Wearable Technology Car Electronics & GPS

Top deals in Television & Video

Shop now

Back to search results for "UN82NU8000FXZA"



Roll over image to zoom in

Product Energy Guide

Samsung UN82NU8000 Flat 82" 4K UHD 8 Series Smart LED TV (2018)

by Samsung

205 customer reviews

160 answered questions

Amazon's Choice for "UN82NU8000FXZA"

List Price: ~~\$3,999.99~~

Price: \$2,997.99 & FREE Shipping.

Details

You Save: \$1,002.00 (25%)

Note: Signature required upon delivery due to high value of this item. Details

Size: 82-Inch

49-Inch

55-Inch

65-Inch

75-Inch

82-Inch

Style: TV

TV

TV w/ Sound bar

TV wall mounting options: Get expert TV wall mounting Details

Without expert installation

Expert wall mounting
+\$99.99 per unit

What's included

- HDR Plus: See movies and shows just as the director intended in stunning high dynamic range.
- Ultra Slim Array: The Ultra Slim Array dynamically fine tunes the deepness of the blacks, to the brightness of the whites, for a picture with sensational contrast.
- Dynamic Crystal Color: Discover an expanded world of colors where millions of shades HDTVs can't replicate make all the difference.*
- Motion Rate 240: Enjoy smooth, crisp action even in the fastest scenes.
- Smart TV with Bixby Voice: A revolutionary way to help find streaming and live TV shows with a Universal Guide, one remote and voice assistance.
- Please note the differences between the UN82NU8000 and the UN82NU800D. UN8000: Eclipse silver bezel color, 550 nits HDR sustained brightness, Supreme UHD

Share

1K+ Shares

Buy New
\$2,997.99

& FREE Shipping. Details

In Stock.

Ships from and sold by Amazon.com.

Item arrives in packaging that reveals what's inside and can't be hidden. If this is a gift, consider shipping to a different address.

Qty: 1

Scheduled delivery

Delivery will be scheduled during checkout. Signature required.

The first available delivery date is Thursday, December 13, 9:00 am - 9:00 pm.

Add a Protection Plan:

- 4-Year Protection for \$145.58
- 3-Year Protection for \$100.00

Add to Cart

1-Click ordering is not available for this item.

Deliver to Anderson 29621

Buy Used
\$2,568.48

Add to List

Other Sellers on Amazon

\$2,997.99

& FREE Shipping on eligible orders. Details
Sold by: HIDEF Lifestyle

Add to Cart

\$2,997.99

& FREE Shipping on eligible orders. Details
Sold by: Walts TV

Add to Cart



UN82NU8000FXZA Q

The Professional's Source

Flash Deal
DON'T MISS OUT!
Ends In 03:53:13Hello, Log In
My Account ▾

Photography Computers Pro Video Lighting Pro Audio Mobile TVs & Entertainment Camcorders Surveillance Optics Audio-Visual Used Spr

Fast, Free Shipping* to Anderson

Extended Returns thru Feb 01, 2019

Home / TVs & Entertainment / Televisions / Samsung NU8000

Samsung NU8000 Series 82"-Class HDR UHD Smart LED TV

B&H # SAUN82NU8000 • MFR # UN82NU8000FXZA

SAMSUNG

Authorized Dealer



+ Show More



In Stock

Order now to ship Mon Dec 10

Free Shipping (USA)

Product Highlights

- UHD 3840 x 2160 LED Panel
- HDR10, HDR10+, HLG Support
- Motion Rate 240 for Reduced Motion Blur
- Built-In Wi-Fi & Ethernet Connectivity

Show more

★★★★★ Reviews 134 | Q&A

Screen Size: 82"

Share to Win \$500
See Details

Price: \$3,997.99

Instant Savings: \$1,000.00

1 QTY

\$2,997.99

Receive 5% Reward

Add to Cart

Send with SmartGift

Add to Wish List ▾

Save Up to \$50.00



+



Build Bundle

True Know-How

Ask Our Experts

Live Chat | 800.894.9703

Request Callback | Email



OVERVIEW

SPECS

QUICK COMPARE

REVIEWS 134

Q&A

ADD-ON SAVINGS

Rita Davis

From: Mark Williamson
Sent: Friday, December 07, 2018 1:53 PM
To: Rita Davis
Cc: Jamie E. Hawthorne; Brian Gambrell
Subject: FW: Firewall Quotes
Attachments: Anderson County PAN850 Non-HA with PS.PDF; Quote - Anderson County Fortinet 2018 - 2.pdf; Anderson Co Govt SonicWALL Purchase Agreement 112918.pdf

Hey,

This is the other item for the agenda for the next Council meeting. We have a firewall (Network Security) hardware device that is at the end of life at year end. This device will replace EOL device.

Our choice is the Fortigate option \$19,184.00. This unit is on state contract and we currently have the same brand of device in place on the Sheriff's side of the network.

Mark

From: Brian Gambrell <bgambrell@andersoncountysc.org>
Sent: Friday, December 7, 2018 11:01 AM
To: Mark Williamson <mwilliamson@andersoncountysc.org>
Subject: Firewall Quotes

DNS - Palo Alto - \$21,288.66

SpartanTec - FortiGate - \$ 19,184
SC State Contract #: 4400008469

Sharp Business Solutions - \$22,563.00 includes HA option
\$16,375 without HA

Note: This quote does not include (Installation) Professional Services for Implementation time and resources.



ANDERSON COUNTY
SOUTH CAROLINA

Brian Gambrell
Information Technology Manager

O: 864.260.3026



800 25th Ave North Myrtle Beach, SC 29582
Phone: 843-418-4792

Quotation

Quote #: AC-2018-2
Quote Date: November 27, 2018
Quote Valid Until: December 20, 2018

End User Contact Information

Name: Brian Gambrell
Company: Anderson County
Address: PO Box 8002
City/ST/Zip: Anderson SC 29622
Email: bgambrell@andersoncountysc.org
Phone #: 864 260 3026
Fax #:

Item	Qty	Part #	Description	Unit	Extended
			1 Year		
A	1	FG-501E-BDL-950-12	FortiGate-501E Hardware Plus 24x7 Bundle FortiCare and FortiGuard UTM Protection	\$13,200.00	\$9,240.00
B	1	FAZ-VM-BASE	FortiAnalyzer VM Base for License for Stackable FortiAnalyzer-VM	\$1,800.00	\$1,260.00
C	1	FAZ-VM-G5B	FortiAnalyzer Upgrade License for adding 5GB/Day of Logs and 3TBStorage Capacity	\$1,800.00	\$1,260.00
D	1	FC1-10-LOVM-248-02-1	FortiAnalyzer-VM Support 24x7 FortiCare Contract (for 1-6 GB/Day of Logs) - 3 years	\$760.00	\$684.00
E	1	SPAR-CONS	SpartanTec Inc Implementation (on-site and remote) 4 days	\$6,740.00	\$6,740.00
SC State Contract #: 4400008469					

Purchase Order Terms and Conditions:

An authorized purchase order must be submitted before orders will be processed. Standard payment terms are Net 15 from the date of invoice, however all Clients are subject to a credit check and SpartanTec, Incorporated reserves the right to change these terms at its discretion, if credit information, amount of order, or payment history indicate that other terms would be appropriate. Pricing above does not include any applicable taxes, shipping charges, travel expenses, if any, and will be added and invoiced. A late payment charge of 1.5% per month will be added to any amount past due until paid in full. For all onsite services, Client must execute Spartan's Consulting Services Agreement and Scope of Work before services are performed.

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order.

Please mail all purchase orders to:

SpartanTec, Incorporated
PO Box 132
Longs, SC 29568
Fax: 800-325-1867

Authorized By:

Brenda Oister
SpartanTec, Incorporated
Phone: 843-418-4792 X 7011
Email: brenda@spartantec.com

Anderson County
101 S. Main St.
Anderson, SC 29624
Brian Gambrell
bgambrell@andersoncountysc.org
864.260.3026



Tony Golembesky
Account Executive
Data Network Solutions
864.313.6050
tgolembesky@datanetworksolutions.com
orders@DataNetworkSolutions.com

Project: Palo Alto 850 Non-HA

MFG	MFG PART#	DESCRIPTION	QTY	UNIT PRICE	UNIT PRICE	EXTENDED PRICE
Hardware/Software:						
PAN	PAN-PA-850	Palo Alto Networks PA-850	1	\$9,500.00	\$ 6,861.11	\$ 6,861.11
Annual Maintenance/Support:						
PAN	PAN-PA-850-TP	Threat Prevention Subscription Year 1, PA-850	1	\$1,900.00	\$ 1,372.22	\$ 1,372.22
PAN	PAN-PA-850-URL4	PANDB-URL Filtering Subscription Year 1, PA-850	1	\$1,900.00	\$ 1,372.22	\$ 1,372.22
PAN	PAN-PA-850-WF	WildFire Subscription year 1, PA-850	1	\$1,900.00	\$ 1,372.22	\$ 1,372.22
PAN	PAN-SVC-4HR-850	4-Hour Premium Support year 1, PA-850	1	\$2,000.00	\$ 1,888.89	\$ 1,888.89
Installation Services:						
PAN	Professional Services	Project Installation and setup	1	11000	\$ 9,000.00	\$ 9,000.00
TOTAL						\$21,866.66

Prepared by: Tony Golembesky

Dated: 12/3/2018

Prices valid for 30 days. Quote Expires: 01/02/2019

DNS reserves the right to amend quotation if errors or omissions occur.

All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS

Taxes, Shipping and Handling not included, and are billed as incurred.

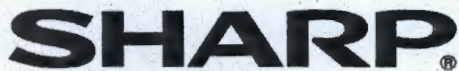
Credit Card orders are subject to a 3% surcharge.

Returned hardware may be subject to a 25 % restocking fee.

All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.

Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.

**Purchase Orders can be emailed to orders@datanetworksolutions.com



v3407

PURCHASE AGREEMENT

SHARP BUSINESS SYSTEMS

PO# _____

Ship to:

Company Name **Anderson County Government**
Contact Name **Mark Williamson**
Address **101 S. Main St.**

City, State, Zip **Anderson SC 29624**
Telephone **(864) 260-4062**
Fax Number
Email Address **mwilliamson@andersoncountysc.org**

Bill to:

☒ same as Ship to
Company Name **Anderson County Governme**
Key Operator **Mark Williamson**
Address **101 S. Main St.**

City, State, Zip **Anderson SC 29624**
Telephone **(864) 260-4062**
Fax Number
Email Address **mwilliamson@andersoncountysc.org**

Qty	Part Code	Description	Price
1	MNS-SWA-5650ADV2	SONICWALL NSA 5650 SECURE UPGRADE PLUS ADVANCED EDITION 2YR	\$15,102.00
1	MNS-SWA-5650HA	SONICWALL NSA 5650 HIGH AVAILABILITY UNIT	\$6,188.00
1	MNS-SWA-ARS	SONICWALL ANALYZER REPORTING SOFTWARE FOR NSA 5650	\$995.00
1	MNS-SWA-SV10	SONICWALL FIREWALL SSL VPN 10 USER LICENSE	\$278.00

	SUBTOTAL	\$22,563.00
	0.00% TAX	
	BUYOUT	
	DELIVERY & INSTALLATION	
	TOTAL	\$22,563.00
	LESS DEPOSIT	
	BALANCE DUE	\$22,563.00

Special Instructions

THIS IS A NON-CANCELABLE CONTRACT. The undersigned warrants that he/she is authorized to execute this agreement

Customer Approval

Date: _____

Print Name: _____

Company Name: _____

Date: _____

Sales Representative

Rep# _____

Date: _____

Sharp Business Systems Approval

Date: _____

C.
DataWorks Plus
728 N. Pleasantburg Dr.
Greenville, SC 29607
Fax: (864)672-2787
www.dataworksplus.com

December 10, 2018

Anderson County Detention Center

Proposal Reference Number: 18-1210-02

To Whom It May Concern,

Dataworks Plus is pleased to provide your agency with this proposal to upgrade your existing Livescan System that will reach end-of-life on December 31, 2018.

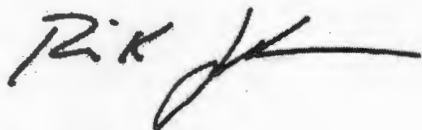
The new livescan detailed in the proposal is compatible with existing workflows, interfaces and Dataworks software your agency has already purchased and installed. This represents a significant cost savings since these items do not have to be re-purchased with the new livescan.

Dataworks Plus is the only vendor that can provide the livescan upgrade that is compatible with your existing livescan software. Dataworks Plus is the creator, owner and exclusive provider of this software.

Purchase Order Information should be sent to Mandi Call at mcall@dataworksplus.com or via fax to 866 632 2787.

Please call if I can help in any way. My mobile telephone number is 864.430.7981.

Sincerely,



Rick Johnson
Vice President

DataWorks Plus Livescan Pricing

Item Description	Unit Price	Qty	Total
LiveScan Plus with Livescan Hardware <ul style="list-style-type: none"> FBI/SLED Approved Livescan Hardware FBI/SLED Approved DataWorks Plus LiveScan Plus Software Standard Reports Palm Print Capture Capture Upper Palm, Lower Palm and Writers Palm Dell Tower PC, Keyboard and Mouse (Windows 10 Operating System) 	\$26,500.00	1	\$26,500.00
Ruggedized Cabinet/Floor Kiosk for Livescan <ul style="list-style-type: none"> Secure Mounting for Livescan Hardware Platen Height for 95th percentile Ergonomic Design/Small Foot Print 	\$3,500.00	1	\$3,500.00
Signature Capture Hardware	\$400.00	1	\$400.00
FBI Approved Tenprint Card Printer	\$1,900.00	1	\$1,900.00
Digital Camera Upgrade	\$550.00	1	\$550.00
Touch Screen Monitor Upgrade	\$800.00	1	\$800.00
Compatibility with existing State AFIS Interface	No Charge	1	No Charge
Compatibility with existing Photo Capture Software	No Charge		No Charge
Compatibility with existing Local AFIS Interface	No Charge	1	No Charge
Compatibility with existing FBI approved tenprint Card Printing Software	No Charge	1	No Charge
Compatibility with existing JMS Interface (Eliminate Duplicate Data Entry)	No Charge	1	No Charge
Compatibility with existing NIST Manager Software (Electronic Storage of Tenprint Cards)	No Charge	1	No Charge
Compatibility with existing WebWorks Software (Tenprint Card Retrieval Software)	No Charge	1	No Charge
Compatibility with existing Transaction Monitoring Software	No Charge	1	No Charge
Shipping, On-Site Installation and Training	\$2,500.00	1	\$2,500.00
One Year Standard Warranty	Included	1	Included
TOTAL PURCHASE PRICE			\$36,150.00
EXISTING CUSTOMER/HARDWARE TRADE-IN DISCOUNT			(\$8,000.00)
TOTAL			\$28,150.00
SALES TAX (7%)			\$1,795.00
GRAND TOTAL			\$29,945.00

Terms and Conditions:

Quoted price includes the following:

- Pricing is firm and valid until June 30, 2019.

- Price includes one year Warranty/Support Contract.
- Base Price includes Sales Tax (7%). If the tax rate is different for you agency please advise and we will provide a price with the correct tax rate.
- Payment Terms are 50% upon first productive use and 50% upon final system acceptance

Phyllis White

From: reports@hppdept.com
Sent: Wednesday, December 05, 2018 1:34 PM
To: Phyllis White
Cc: Joshua D. Hawkins; David King
Subject: Radio ID approval

Would you please ask Rusty to approve a Radio ID activation for Honea Path PD and then advise Josh Hawkins at the ACSO radio tech by email. This is for a new police truck.

Josh Hawkins, 864-617-0160
jdhawkins@andersonsheriff.com

Sincerely,
Virginia E. Sullivan
Administrative Assistant
Honea Path Police Dept.
Ph: 864-369-0532
Fax: 864-369-6939

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: McClain William A.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Board of Assessment Appeals
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
same _____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Cell

County Council District: 5 GED Equivalent: Yes or No

Highest Level of Education: High School High School Grad: Yes or No

College Attended: _____ Degree: _____

Address of College: _____

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>McClain Farms LLC</u>	<u>owner</u>	<u>40 plus years</u>
_____	_____	_____
_____	_____	_____

William A. McClain
Signature of Applicant

12.12.18
Date

Recommendation of Council: _____

RECREATION FUND APPROPRIATIONS APPLICATION FORM


WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Anderson County Parks Dept – **Equinox Park**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$2,500.00**
3. The purpose for which the funds are being requested:
Park improvement partnership project with United Way; **install picnic table / pad**, connected to existing ADA accessible route, **sensory playground panels**, and new 94 gallon roll cart **trash can shelter**.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: Matt Schell
Mailing Address: PO Box 8002
Phone Number: 231.7275
Email: mschell@andersoncountysc.org
6. Statement as to whether the entity will be providing matching funds: **United Way of Anderson is contributing \$4,758.32** towards this project through a grant they secured.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

	/	MAT SCHELL	12/14/18
Signature		Print Name	Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM



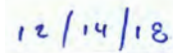
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
Anderson County Parks Dept – **Wellington Park**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$1,250.00**
3. The purpose for which the funds are being requested:
PARD grant local match; ADA parking space and accessible route development including 94 gallon rolling cart shelter installation.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes
5. Contact Person: Matt Schell
Mailing Address: PO Box 8002 Anderson SC 29622
Phone Number: 231.7275
Email: mschell@andersoncountysc.org
6. Statement as to whether the entity will be providing matching funds: **PARD grant contributing \$5,000.00** to the project.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

	/		
Signature		Print Name	Date

Dr. Jack Abraham, EdD
306 Johnson Avenue
Anderson, SC 29621
864-844-1391 (C)
abraham@erskine.edu

December 3, 2018

Mr. Rusty Burns, County Administrator
Anderson County
PO Box 8022
Anderson, SC 29622

Dear Rusty:

I want to express my appreciation for the service of Anderson County Environmental Enforcement Officer Sandy Hayes for his assistance last Tuesday (11/27) as my wife and I were removing our boat from Broadway Lake. Once we had our boat on the trailer and pulled the boat up the landing, it was obvious there was a flat tire on the trailer.

Officer Hayes must have been patrolling the area because within minutes he pulled up and offered his assistance including a lug wrench and his manpower to get the trailer jacked up and the tire removed. Once we returned with the repaired tire, again, Officer Hayes pulled up and offered his assistance.

It is reassuring that the citizens of Anderson County have such dedicated public servants who are willing and able to provide assistance when needed. I am proud to live in Anderson County.

Respectfully,



Dr. Jack Abraham, EdD

Anderson County Building & Codes
Monthly Activity Report
Nov-18

Total Number Permit Transactions:	699
New Single Family:	44
New Multi-Family:	
Residential Additions/Upgrades:	14
Garages/Barns/Storage:	14
New Manufactured Homes:	10
New Commercial:	3
Commercial Upfits/Upgrades:	11
Courtesy Permits/Fees Waived:	11 (See Attached)

Inspection Activity:

Citizens Inquiries:	27 (Includes updating Sub-Standard Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>	
Tall Grass Complaints (New and Follow Ups):	2
Number of Scheduled Building Inspections Performed (# of Site Visits):	846
Courtesy, Site and Miscellaneous Inspections:	38
Manufactured Home Inspections:	78
Total Number of Inspections (Site Visits) for Department:	991

Reviews/Misc. Activity:

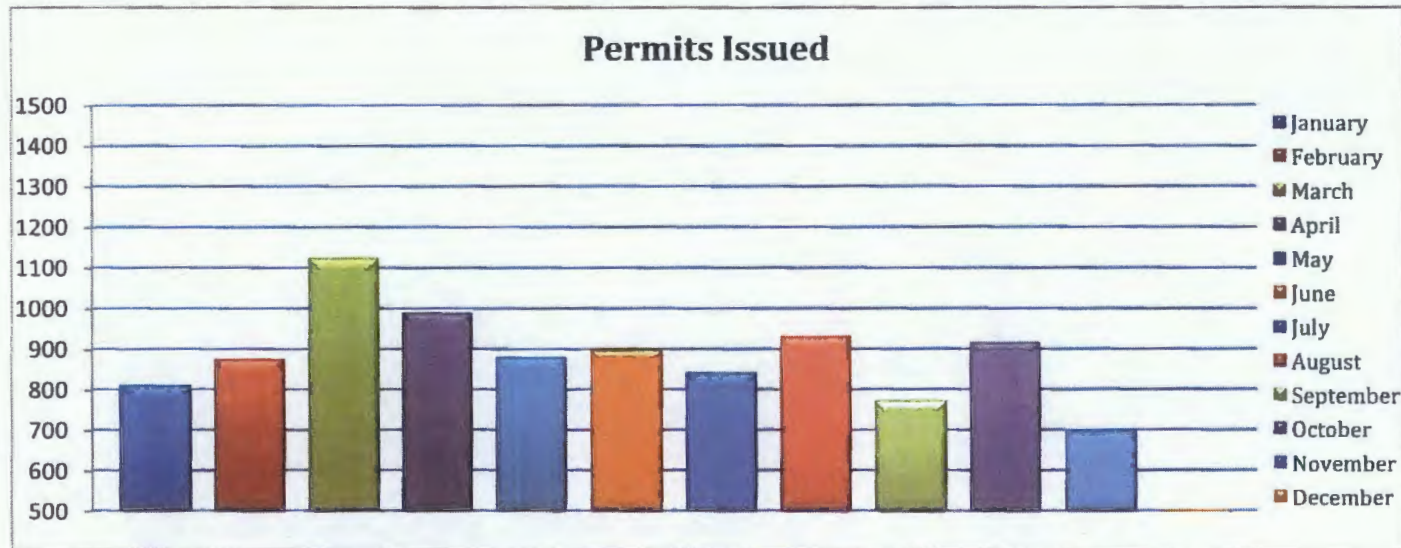
Plans Reviewed:	245 (Includes preliminary consultations, resubmittals and solar)
Mech/Elec/Plumb Reviews:	40 (Includes residential solar)
New Derelict Manufactured Home Cases:	0
Hearings:	0
Court Cases:	0

Revenue Collected:

Reinspection Fees Collected:	\$620.00
Plan Review Revenue:	\$7,914.20
Total Revenue For The Month:	\$62,349.20

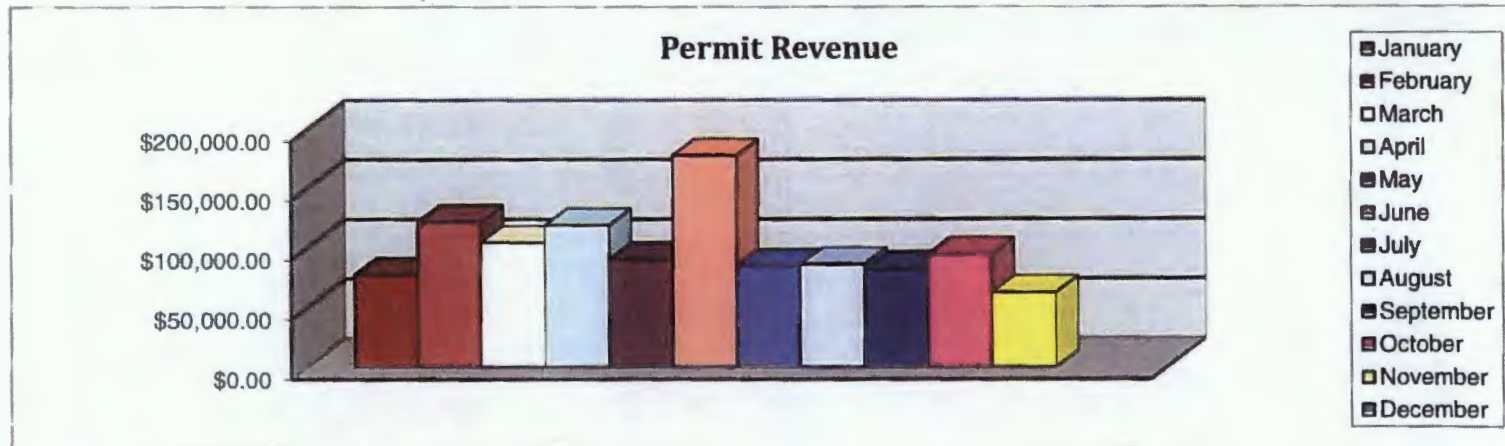
Anderson County Building & Codes Permits Issued for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	194	232	116	139	81	10	9	30	811
February	202	207	91	110	201	21	8	35	875
March	263	385	171	167	89	14	10	25	1124
April	252	310	139	141	106	6	12	24	990
May	213	270	116	124	94	10	15	38	880
June	240	229	134	140	84	10	12	49	898
July	242	247	111	121	59	24	7	31	842
August	246	251	119	123	106	22	24	40	931
September	216	210	124	121	51	2	13	35	772
October	225	238	129	143	110	11	14	46	916
November	165	160	101	117	56	38	12	50	699
December									0
Total	2458	2739	1351	1446	1037	168	136	403	9738



Anderson County Building & Codes Permit Revenue for 2018

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,222.40	\$13,505.00	\$5,276.50	\$8,308.00	\$1,470.90	\$450.00	\$135.00	\$5,048.90	\$77,416.70
February	\$87,583.60	\$11,630.00	\$4,443.00	\$6,896.00	\$2,039.80	\$855.00	\$120.00	\$8,222.20	\$121,789.60
March	\$47,939.80	\$28,578.00	\$13,742.50	\$9,658.50	\$1,525.80	\$540.00	\$120.00	\$2,161.60	\$104,266.20
April	\$50,679.00	\$22,975.00	\$5,916.50	\$8,120.00	\$2,935.30	\$270.00	\$180.00	\$27,857.80	\$118,933.60
May	\$49,860.00	\$15,833.00	\$6,720.50	\$7,865.00	\$2,706.10	\$450.00	\$225.00	\$6,937.50	\$90,597.10
June	\$119,289.80	\$19,047.00	\$6,182.00	\$17,949.00	\$2,250.60	\$360.00	\$180.00	\$12,108.60	\$177,367.00
July	\$48,728.60	\$17,313.00	\$5,710.50	\$6,590.00	\$1,323.20	\$630.00	\$105.00	\$4,177.90	\$84,578.20
August	\$50,900.60	\$13,267.00	\$5,052.50	\$7,050.00	\$2,550.30	\$540.00	\$330.00	\$6,331.60	\$86,022.00
September	\$48,895.40	\$12,425.00	\$4,925.50	\$6,320.00	\$1,038.70	\$90.00	\$180.00	\$8,608.40	\$82,483.00
October	\$54,730.00	\$13,888.00	\$5,716.50	\$7,800.00	\$2,867.10	\$495.00	\$180.00	\$8,818.60	\$94,495.20
November	\$32,472.00	\$8,391.00	\$3,791.00	\$6,737.00	\$1,389.00	\$855.00	\$180.00	\$8,534.20	\$62,349.20
December									
Total	\$634,301.20	\$176,852.00	\$67,477.00	\$93,293.50	\$22,096.80	\$5,535.00	\$1,935.00	\$98,807.30	\$1,100,297.80



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Nov-18

 ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

 If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1		NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction Omit cents	Buildings	Housing Units	Construction Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>			101	44	44	\$8,930,179			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters			102						
Two-family buildings			103						
Three-and four-family buildings			104						
Five-or-more family buildings			105						
TOTAL: Sum of 101-105			109	44	44	\$8,930,179	0	0	\$0.00
Section 2		NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction Omit cents	Buildings	Housing Units	Construction Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>			213						
Other non-housekeeping shelter			214						
Section 3		NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction Omit cents	Buildings	Housing Units	Construction Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational			318						
Churches and other religious			319						
Industrial			320						
Parking garages (buildings & open decks)			321						
Service stations and repair garages			322						
Hospitals and institutional			323						
Offices, banks, and professional			324						
Public works and utilities			325						
Schools and other educational			326						
Stores and customer services			327	3		\$1,134,720			
Other nonresidential buildings			328	8		\$432,915			
Structures other than buildings			329	3		\$97,250			
Section 4		ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction Omit cents	Buildings	Housing Units	Construction Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>			434	14		\$320,555			
Nonresidential and non-housekeeping			437	11		\$1,778,805			
Additions of residential garages and carports <i>(attached and detached)</i>			438	6		\$255,160			
Section 5		DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of	Number of		Valuation of
				Buildings	Housing Units	Construction Omit cents	Buildings	Housing Units	Construction Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)			645	10					
Two-family buildings			646						
Three-and four-family buildings			647						
Five-or-more family buildings			648						
All other buildings, structures or mobile homes			649	9					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201804499	11/02/2018	21,840.00	TCTC FOUNDATION LLC	TCTC FOUNDATION FIRE SPRINKLER
201804591	11/13/2018	8,500.00	ROWLAND GERTRUDE FORD	COURTESY DEMO-SINGLE FAMILY
201804595	11/13/2018	8,500.00	DRAGONHEAD HOLDINGS LLC	COURTESY DEMO- SINGLE FAMILY
201804596	11/13/2018	5,900.00	ERTZBERGER ALICE MAY	COURTESY DEMO - SINGLE FAMILY
201804597	11/13/2018	8,900.00	HOMEBOUND SOLUTIONS LLC	COURTESY DEMO- SINGLE FAMILY
201804598	11/13/2018	6,500.00	BANNISTER ANITA	COURTESY DEMO - SINGLE FAMILY
201804601	11/14/2018	5,800.00	PUTIGNANO ANN S + ATTILIO E	COURTESY- DEMO SINGLE FAMILY
201804602	11/14/2018	3,500.00	COX KERN	COURTESY - DEMO SINGLE FAMILY
201804605	11/14/2018	8,400.00	HARRELSON TONYA GARCIA	COURTESY-DEMO SINGLE FAMILY
201804666	11/21/2018	87,400.00	HABITAT FOR HUMANITY OF ANDERSON INC	SINGLE FAMILY DWELLING
201804715	11/30/2018	10,000.00	HENEZ JENNIFER	DEMO DERELICT MH 22033

TOTALS: 11 175,240.00



ANDERSON COUNTY SHERIFF'S OFFICE

November Metrics 2018

Uniform Patrol	
Average Daily Calls for Service	294
Total Calls for Services	8,807
Total Number of Incident Reports	1,513
Total Number of Arrests	372
Total Number of "Domestic" Incidents	57
Total Number of "Unlawful Conduct Towards a Child" Reports	4

Detention Center	
Average Daily Population	416
Average Daily Population Capacity Percentage	166.0%
Total Number of Meals Served	37,027
Litter Crew: Total Miles Cleaned/Cleared	27
Litter Crew: Total Number of Trash Bags Processed	1,117
Litter Crew: Total Number of Tires Removed	190

Communications Center	
Average Daily Calls for Service	1,053
Total Calls for Assistance	31,586

Animal Control	
Average Daily Calls for Service	26
Total Calls for Service	773
Total Number of Animals Collected/Transported	145
Total Number of State Tickets/Arrest Warrants	4
Total Number of County Ordinance Tickets/Warnings Issued	28/210
Traffic Stops/Reports Written	9/18

Forensics	
Total Individual Analysis Completed	2,589
Total Number of Evidence Pieces Collected	1030
Total Number of Evidence Pieces Processed	790
Total Number of CSI Calls	251
Total Number of Photos Taken	7,369
Total Number of Finger Prints Collected	197

Records and Judicial Order	
Total Number of Civil Papers Received	976
Total Number of Civil Papers Served	898
Total Number of Warrants Received	427
Total Number of Warrants Served	281