AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
November 20, 2018 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER: Mr. Tom Allen
2. INVOCATION AND PLEDGE OF ALLEGIANCE: November 6, 2018
3. APPROVAL OF MINUTES:
4. CITIZENS COMMENTS: Agenda Matters
5. ORDINANCE THIRD READING:
   a. 2018-047: an ordinance to amend an agreement for the development of a Joint County
      Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as
      to enlarge the park. (Project Fox) PUBLIC HEARING-NO TIME LIMITS
      Mr. Burriss Nelson (allotted 5 minutes)
   b. 2018-042: a Master Bond Ordinance to provide for the issuance and sale of Special
      Resource Revenue Bonds of Anderson County, South Carolina. PUBLIC HEARING-NO TIME LIMITS
      Ms. Rita Davis (allotted 5 minutes)
   c. 2018-043: a Series Ordinance providing for the issuance and sale of Special Source
      Revenue Bonds of Anderson County, South Carolina, in the principal amount of not
      exceeding twenty eight million seven-hundred fifty thousand dollars ($28,750,000). PUBLIC HEARING-NO TIME LIMITS
      Ms. Rita Davis (allotted 5 minutes)
6. ORDINANCE SECOND READING:
   a. 2018-051: an ordinance to amending the zoning map to rezone +/- 1.00 acres from
      R-20 (Single Family Residential) to R-D (Residential -Duplex District) at 284 Grate
      Road. (District 4) Mr. Jeff Parkey (allotted 5 minutes)
   b. 2018-052: an ordinance to amending the zoning map to rezone +/- .33 acres from
      R-M1 (Mixed Residential District) to C-2 (Highway Commercial) at 3 Beaverdam
      Road. (District 7) Mr. Jeff Parkey (allotted 5 minutes)
   c. 2018-053: an ordinance to amend an agreement for the development of a Joint
      County Industrial and Business Park (2010 PARK) of Anderson County and
      Greenville Counties so as to enlarge the park. (Project Triple) Mr. Burriss Nelson (allotted 5 minutes)
   d. 2018-054: an ordinance authorizing the execution and delivery of an Infrastructure
      Credit Agreement to provide for infrastructure credits to Armada Development, LLC
      to assist in the development of a senior housing project. (Project Armada) Mr. Burriss Nelson (allotted 5 minutes)
   e. 2018-055: an ordinance to amend an agreement for the development of a Joint County
      Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as
      to enlarge the park. (Project Armada) Mr. Burriss Nelson (allotted 5 minutes)
   f. 2018-056: an ordinance authorizing, under certain conditions, the execution and
      delivery by Anderson County, South Carolina of an amended Fee in Lieu of Taxes
      Agreement with Project Trio with respect to a project in the county whereby the
      project would be subject to payment of certain Fees in Lieu of Taxes and would be
      provided certain Special Source credits against fee payments and Infrastructure
      Improvement Grant. (Project Trio) Mr. Burriss Nelson (allotted 5 minutes)
g. **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) Mr. Burriss Nelson (allotted 5 minutes)

7. **ORDINANCE FIRST READING:**
   a. **2018-058:** an ordinance to amend Chapter 26, Article II, Titled Sewers, in its entirety. Mr. Rusty Burns (allotted 5 minutes)
   b. **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.” (TITLE ONLY) Mr. Rusty Burns (allotted 5 minutes)
   c. **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)

8. **RESOLUTIONS:**
   a. **R2018-063:** A resolution to express the intention of Anderson County, South Carolina, to cause Anderson County, South Carolina to be reimbursed with the proceeds of Tax exempt obligations for certain costs associated with a fleet services project. Mr. Rusty Burns (allotted 5 minutes)

9. **ATAX RECOMMENDATIONS:**

10. **BID APPROVAL:**
    a. 19-023: New Courthouse Roof

11. **HOMELAND SECURITY GRANT:**
    Ms. Rita Davis (allotted 5 minutes)

12. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD NOVEMBER 19, 2018:** Chairman M. Cindy Wilson (allotted 15 minutes)
    a. Sewer Use Ordinance
    b. Market Study Report regarding the County Square Project

13. **REPORT FROM SEWER ADHOC COMMITTEE MEETING HELD NOVEMBER 19, 2018:**
    a. Discussion regarding location of Exit 14 Wastewater Treatment Plant and Sewer Lines
    Chairman Craig Wooten (allotted 15 minutes)

14. **APPOINTMENTS:** none

15. **REQUESTS BY COUNCIL:**
    New Foundations Home for Children- D2
    All Districts (14 minutes)

16. **ADMINISTRATORS REPORT:**
    (Allotted 2 minutes)
    a. Building and Codes Report
    b. Special Projects Report
    c. Paving Report
    d. Budget Transfers
    e. Sheriff’s Department Report

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.
State of South Carolina } 
County of Anderson } 

ANDERSON COUNTY COUNCIL 
SPECIAL PRESENTATION MEETING 
NOVEMBER 6, 2018 

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: Call to order the November 6th special presentation part of the council meeting to order. At this time we’ll go to Resolution 2(a) R2018-055. Ms. Wilson or Mr. Allen. Mr. Allen?

TOM ALLEN: Yes. This will be for the Hopewell Baptist Church.

TOMMY DUNN: Yes.

TOM ALLEN: Yes. It’s my pleasure this evening to get to read this resolution regarding the Hopewell Baptist Church. This is Resolution 2018-055.

It’s a Resolution to honor and recognize Hopewell Baptist Church on their 215th year anniversary and other matters related thereto.

WHEREAS, Hopewell Baptist Church implements ministry in the church and throughout the community by building right relationships, pursuing right beliefs and engaging in the right actions; and

WHEREAS, Hopewell Baptist Church was constituted on September 23rd, 1803, becoming the third church to join the Saluda Association with 83 members who attended church services in a building constructed of logs; and

WHEREAS, in 1891, the old log structure was torn down and a one-room, one-story structure was built. The building was 60 feet by 40 feet in size, with nice pews and two wood stoves, with a building cost of approximately $2,500.00. It was considered one of the finer churches in the Saluda Association; and

WHEREAS, in February of 1949, members of the church voted to rebuild the church. And by August 1949, the new church was completed. The building was a brick structure with hardwood floors, a commodious arched auditorium, a baptistry, eight Sunday school rooms and oil heat. On October 2nd, 1949, a dedication service was held; and

WHEREAS, on June 30th, 1959, the Men’s Brotherhood was organized and the church voted to sponsor a youth fellowship hour for the young people of the church. And in October 1960, the Young Women’s Auxiliary was organized; and

WHEREAS, on March 2nd, 1963, Hopewell voted to incorporate as the Hopewell Baptist Church of Anderson, South Carolina; and

WHEREAS, in 1971, a lighted sign for Hopewell Church was placed on Highway 81; and

WHEREAS, on September 21st, 1986, the church celebrated its 183rd year anniversary and homecoming; and

WHEREAS, on September 23rd, 2018, Hopewell Baptist Church celebrated their anniversary commemorating 215 years of service; and
WHEREAS, the Anderson County Council is pleased to congratulate the members of Hopewell Baptist Church on their 215th year anniversary and salutes their efforts to continue to minister to the needs of others; and

WHEREAS, the administration, residents and the County Council of Anderson County are pleased to honor Hopewell Baptist Church for their contributions to the community and Anderson County.

RESOLVED in meeting duly assembled this 6th day of November, 2018.

And Mr. Chair, I’ll put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Have a motion from Mr. Allen.

Second Ms. Wilson. Any further discussions?

CINDY WILSON: Just a quick comment. This is such an historical church. My ancestors are buried out, I guess, in the old original Hopewell cemetery. And it’s been a cornerstone for the community for not just decades but now going over two centuries. It’s such a blessing to our county. So I’m very proud of y’all and really look forward to the ministry continuing. Thank you.

TOM ALLEN: Mr. Chair?

TOMMY DUNN: Yes, Mr. Allen?

TOM ALLEN: Yes. I’d like to thank Ms. Wilson for allowing me to read this because I have constituents that also attend the Hopewell Baptist Church, even though it sits in her district. So thank you, Ms. Wilson, for allowing me to do that.

TOMMY DUNN: Anyone else? All in favor of the motion show of hands. Show the motion carries unanimously. Y’all need to do anything? You got to present them?

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: At this time we’ll move on to Item 2(b), Resolution 2(b), R2018-057. Ms. Cindy Wilson.

CINDY WILSON: Thank you, Mr. Chairman. This is indeed an honor to recognize a young man. This is a resolution to honor and recognize Palmetto High School student Logan Hawkins for his dedicated sportsmanship and outstanding performances during the Earl Wooten Memorial Golf Tournament and the Watson Cup, and other matters related thereto.

WHEREAS, Logan Hawkins is a 16 year old junior attending Palmetto High School. He is a member of the Palmetto Mustang Varsity Golf Team; and

WHEREAS, on August 26th, 2018, Logan Hawkins did compete in the Earl Wooten Memorial Golf Tournament at
the Saluda Valley Country Club in Williamston, South Carolina. Logan shot two straight rounds of three under par, 69, to win the Earl Wooten Memorial. Logan is the youngest golfer to win this title in the tournament; and

WHEREAS, on October 15th, 2018, Logan Hawkins did compete as a member of the South Carolina Junior Golf Association Team, consisting of eight golfers in the 2018 Inaugural Watson Cup held at the Ocean and Catsuit Course on Kiawah Island, South Carolina. Logan helped score the final three points for his South Carolina Junior Golf Team, representing the United States of America, to win the competition and defeat Team Scotland with a final score of 19.5 to 16.5.

NOW, THEREFORE, BE IT RESOLVED that Anderson County Council wishes to commend our young adults who demonstrate high levels of sportsmanship and professionalism required to compete in a highly competitive environment, developing life skills such as leadership, responsibility, dedication and team work, reflecting the pride of their community and setting an example for peers to emulate. We are proud of your accomplishments and would like to wish you great success in all of your future endeavors.

RESOLVED in meeting duly assembled this 6th day of November, 2018. And Mr. Chairman, may I put that into the form of a motion?

TOMMY DUNN: Yes, ma’am. Have a motion.

Have a second?

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Anymore discussion? All in favor of the motion show of hands. Show the motion carries unanimously.

CINDY WILSON: If we may have my fellow council members and this young man and his team and family down front.

(PRESENTATION OF RESOLUTION)

TOMMY DUNN: At this time this part of our council meeting presentations will adjourn. We’ll meet back and start our regular council meeting at 6:30.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.)
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
NOVEMBER 6, 2018  

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROGAERT
TOMMY DUNN:  At this time I’d like to call the regular Anderson County Council meeting of November the 6th to order. I’d like to welcome each and every one of you here, extend a special welcome and gratitude and thanks for coming. I believe we’ve got members of Oakwood Christian School here, their government class. Appreciate y’all coming out and hope y’all will enjoy y’all’s time here.

Also, for the record, Mr. Ken Waters will be unable to attend. He’s out of town. He’s got a son getting married. And Ms. Floyd has called, I believe, Mr. Burns and let him know she was going to unable to attend tonight.

With that we’ll be moving on. At this time I’d like Council Lady, Ms. Cindy Wilson, to lead us in the invocation and pledge of allegiance. If we’d all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON)

TOMMY DUNN:  At this time are there any corrections to be made to the October 6th Council meeting -- October 16th? Seeing and hearing none, do we have a motion to move these forward?

CINDY WILSON:  Mr. Chairman, may we accept the minutes as presented?

TOMMY DUNN:  Ms. Wilson makes a motion.

Have a second?

TOM ALLEN:  Second.

TOMMY DUNN:  Second Mr. Allen. All in favor of the motion show of hands. Opposed like sign.

Show the motion carries unanimously.

At this time citizens comments.

LEON HARMON:  Mr. Chairman, there are no citizens signed up to speak.

TOMMY DUNN:  Thank you, Mr. Harmon. For the record, we have three minutes to speak at the first of the meeting and three minutes at the last. First of the meeting is public comments of anything on the agenda. The last three -- at the last of the meeting you have three minutes and you can talk about anything on your mind within reason.

We’ll be moving on now, Presentation from the Anderson Future Farmers of America. Do they need some help, Mr. Burns, with anything? Lacey? They got everything they need?

BRYCE KILEO:  Hello. My name is Bryce Kileo, and I’m the Sentinel of the Anderson FFA Chapter. I joined the FFA in hopes that I would learn more about the field of agriculture and further advance myself as a leader. After school I plan to go on to college as a pre-vet major. Thank you for allowing us
to speak here.

SADIE WOOD: My name is Sadie Wood and I’m the reporter of the Anderson FFA Chapter. Due to family traditions, I joined the FFA in order to better include myself in agriculture. After high school I plan to attend Clemson University and advance to Cornell University to study veterinary science.

DAJON BURTS: My name is DaJon Burts and I am the Vice President of the Anderson FFA Chapter. I joined FFA because it provides opportunities to gain leadership experience. I want to go to college to be a vet and hopefully have my own clinic one day. The FFA is a youth organization that helps students grow by giving them opportunities for personal growth, premier leadership and career success. Our officers’ goal this year is to make students feel inclusive and a part of our chapter. We have developed social activities throughout the year to accomplish this goal. We also want to get more involved in the community. Currently we volunteer at the Clemson Kennel Club Dog Show. We also go to the elementary schools and help educate students about agriculture through our hands-on instructions and demonstrations.

The horticulture classes have been propagating and growing plants. They are currently growing plants in the greenhouse and through a hydroponic system. The variety of plants includes wandering Jude, golden pathos, basil, nasturtium, collard greens and vascular. Please accept these tokens of our appreciation and gratitude for allowing us to come speak, for all that you do.

Thank you.

TOMMY DUNN: If we’d all step down, if you would.

(PRESENTATION TO COUNCIL)

TOMMY DUNN: Thank y’all again. Appreciate y’all coming out tonight. Good luck in y’all’s future endeavors. Thank you very much.

Moving on now to Item number 6, update and thank you by Ms. Angel Wheeler. Ms. Wheeler. Mr. Burns, you make sure she gets a mic.

ANGEL WHEELER: Good evening. My name is Angel Wheeler and I wanted to come and officially thank everyone here for playing such a vital role in my life. Just this time last year, almost a year ago, I competed representing Anderson County at the Miss South Carolina USA pageant and it was my first pageant. And I tell you, it is an experience I feel like every young woman should really take. Pageants tend to have a bad stigma behind them, but in its true origin I think pageants
have a great way of building self-esteem, building your confidence and just knowing who you are, learning who you are as a woman and as anyone you want to become. And so I would like to officially thank you guys for your generous gifts to be able to afford me the opportunity to compete.

Since then, I want to tell you -- update you guys on what is going on since then. Like I said, the pageant really spiraled and it was a domino effect in a positive way. And after I competed in Charleston at the Miss South Carolina USA Pageant, I was approached to compete in a different system. And so I competed representing the State of South Carolina, not just Anderson County, but I represented the State of South Carolina at Miss Black USA in Washington, D.C. And I am proud to say that was my first national pageant, and I placed in the top 12 out of I think it was thirty-six contestants. So from there I realized that pageants were something that I wanted to continue and I want to spread that same joy that I get from pageants. And everything that I’ve learned from it has made a better person.

And so let me just explain first the Miss Black South Carolina system. So currently before I came into position, there was no one who is the director for the pageant. And so what that means is that you go through an interview process versus an actual pageant to compete. So I was awarded the opportunity to represent South Carolina through an interview process. And again, I went on to place in the top 12. And now I have the wonderful position of being state director for the State of South Carolina. And so we will be doing a pageant this year for Miss Black South Carolina USA and Miss Black South Carolina Talented Teen USA. And I am excited about that opportunity. And again, it’s thanks to you guys and for your supported that spiraled.

Oh, also, I do have some invitations that I would like to give you if that’s okay. In about two weeks we’ll be doing an official meet and greet Miss Black South Carolina, and it’ll be a token of my appreciation. I can really show you how much I really appreciate you guys. May I give it out?

TOMMY DUNN: Yes, ma’am.

Give Ms. Wheeler a big hand. She’s done Anderson County proud.

Mr. Burns?

RUSTY BURNS: There’s a lady with her that would like to come say a few words.

TOMMY DUNN: Come on up if you want to say a few things. Give her that mic right there, Mr.
Anderson County Council - County Council Meeting - November 6, 2018

Burns.

??: I'm just so excited about the opportunity that you all have given to Angel and supported her. I just wanted to say thank you, as well.

TOMMY DUNN: You're more than welcome. Appreciate -- she's done Anderson County very proud.

Moving on to Item number 7, Ordinance third readings; there are none.

Moving on to Item number 8, Ordinance second reading, 8(a) 2018-045, Ordinance proposing prohibition of certain motor vehicle traffic on Ballard Road in District 7. Do we have a motion to move this forward on second reading? Ms. Wilson makes the motion. Have a second? Second Mr. Allen. Are there any discussions? Hearing none, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to 8(b), 2018-046, an Ordinance to provide approval of Anderson County to quit claim an area of 84 square feet to the current owner of Lot 1 of Buckwood Subdivision in order that the garage located on Lot 1 does not encroach the right-of-way of Oswego Road. Do we have a motion to move this forward? CINDY WILSON: Second. TOMMY DUNN: Motion Mr. Allen. Second Ms. Wilson. Any discussion? Hearing none all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 8(c), 2018-047, an Ordinance to amend an agreement for the development of a Joint County Industrial and Business Park, 2010 Park of Anderson and Greenville Counties, as to enlarge the park. Project Fox. Do we have a motion to move this forward? CINDY WILSON: So moved. CRAIG WOOTEN: Second. TOMMY DUNN: Motion Ms. Wilson. Second Mr. Wooten. Any discussion? Mr. Nelson, do you have anything you want to add or say?

BURRIS NELSON: Thank you, Mr. Chairman. This is what we normally do for Greenville County when they have a project and placing it in the Multi-County Park Agreement. Thank you for your consideration for this particular project.

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

Moving on to 8(d), 2018-048, an Ordinance to amend Chapter 70-9:2 of the Anderson County Code of
Ordinances as to provide compensation for the members of the Board of Zoning Appeals. Do we have a motion to move this forward?

CINDY WILSON: So moved.
RAY GRAHAM: Second.
TOMMY DUNN: Motion Ms. Wilson. Second

Mr. Graham. Are there any discussions? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to 2018-049. This will be 8(e) an Ordinance to amend Chapter 38-311 of the Anderson County Code of Ordinances so as to clarify decision-making and public record and notification process for preliminary subdivision proposals. Do we have a motion to move this forward?

CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Second

Mr. Allen. Are there any discussions? Hearing and seeing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to 8(f), 2018-050, an Ordinance to amend Chapter 38-66 of the Anderson County Code of Ordinances as to provide compensation for the Planning Commission. Same thing we just done for the Zoning and Appeals Board. Do we have a motion to move this forward?

CINDY WILSON: So moved.
CRAIG WOOTEN: Second.
TOMMY DUNN: Motion Ms. Wilson. Second

Mr. Wooten. Are there any discussion? Hearing and seeing none all in favor of the motion show of hands. Show the motion carries unanimously.

Moving on now to Item number 9. This will be first readings. Be 9(a), Ordinance amending zoning map to rezone +/- one acre from R20 Single Family Residential, to RD Residential Duplex District at Grate Road, District 4. Mr. Parkey.

JEFF PARKEY: Thank you, Mr. Chair. Yes, this is a request to rezone the said property at 284 Grate Road from R20, which is the single family residential district 20,000 square foot lots, to RD residential duplex. The applicant wishes to build a duplex on the property. Staff recommended approval. Zoning Advisory Group did not meet at their October 3rd meeting for a lack of quorum. Therefore the item comes forward technically as a recommendation for approval. And the Planning Commission recommended denial of the request, I believe at their October 9th meeting. I believe the applicant is present this evening, as well. That’s all we have, Mr. Chair.
TOMMY DUNN: Thank you, Dr. Parkey. At this time we'll go into a public hearing. Anyone wishing to speak to this matter, please step forward, state your name, your district where you live and address the chair, please. Public hearing.

Mr. Burns, make sure he's good with that.

RANDY WILLIAMS: Hello, my name is Randy Williams. Yes, I'm trying to transfer that to a duplex property. It would be my residential where I would actually stay. And the other side I would try to rent out or use it as family purposes. Actually that whole surrounding area is family. The whole community is family and friends, is pretty much related to us.

That's why I'm here today to try to get it transferred.

And plus I went to the community and asked them would they have a problem with me rezoning the area. And unfortunately they couldn't make it due to other circumstances they have. So I have documentation, signatures.

TOMMY DUNN: Mr. Burns, will you get that, please? I hate to have to work you like this tonight.

RANDY WILLIAMS: Those are the people that are surrounding that area where I'm going to put the duplex at. And pretty much they have no problem with me doing it. They actually, you know, want me, you know, encouraging me to do it for they've been knowing me all my life. I've been living in the neighborhood for thirty-three years, so that's the reason why I'm trying to build it.

TOMMY DUNN: Okay. Appreciate it.

RANDY WILLIAMS: Thank you.

TOMMY DUNN: Anyone else wishing to speak to this matter? Anyone at all? Seeing and hearing none -- anyone at all? Hearing none, the public hearing will be closed. Dr. Parkey, may I ask you why the Planning Commission denied this? What was their reason? Did they have one?

JEFF PARKEY: I do. I have that. They indicated concerns with the compatibility of surrounding properties, concerns with use and value of surrounding properties. This was their reason for the motion to deny despite staff's recommendation for approval.

TOMMY DUNN: Dr. Parkey, do you remember -- were you at the Planning Commission meeting that night?

JEFF PARKEY: Yes, sir.

TOMMY DUNN: Any opposition speak against this?
JEFF PARKEY: I believe there -- I don’t have the minutes, but I do believe that there was at least one speaker in opposition, perhaps two. I don’t have the minutes from the meeting.

TOMMY DUNN: I’m sorry. I’m got it in front of me. I’m trying to thumb through it. Did staff recommended approval or deny?

JEFF PARKEY: Staff recommended approval.

CINDY WILSON: May I ask a question?

TOMMY DUNN: Yes, ma’am.

CINDY WILSON: This doesn’t directly relate to this as much as in the future. Would it be possible for us to be copied with the minutes from the Planning Commission relating to these things? I looked through and I didn’t see them.

TOMMY DUNN: Mr. Allen, do you have anything you want to say?

TOM ALLEN: Yes. Thank you, Mr. Chair. Yeah, I spoke to the individual involved here that wants to do this. And after talking to him and getting a better idea where the property is located and so on, I have no objection to it. And I’ve not received any objections from any residents out there. And in my opinion I would go ahead and approve this. And I think the staff has already done that, too. But I think it would be a good location to put this.

TOMMY DUNN: Are you making a motion to approve?

TOM ALLEN: I would make a motion to approve this change.

TOMMY DUNN: Mr. Allen makes the motion to accept this recommendation from the staff. Ms. Wilson, I believe seconds it. Now, are there any other discussions? Seeing none -- and it is in Mr. Allen’s district -- all I favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

We’ll be moving on -- and sir, where you’ll know -- I don’t know how well you know the process -- we have to vote on this two more times. We’ve got to vote on this two more times. I just want you to understand that for the record. The process has to go through three readings, if it passes. Okay.

Moving on to Item number 9(b), 2018-052, an Ordinance amending the zoning map to rezone plus or minus .33 acres from R-M1, mixed residential district, to C2 highway commercial, at 3 Beaverdam Road. Dr. Parkey.

JEFF PARKEY: Thank you, Mr. Chair. This request is to rezone from RM-1 the mixed residential
district to C-2 highway commercial that property on Beaverdam Road just outside the town limits of Williamston. The applicant is requesting the change for a car lot. Staff recommended approval of the request. Zoning Advisory Group did not meet at their October 3rd meeting for a lack of quorum. Technically the item comes forward as a recommendation for approval. The Planning Commission recommended approval at their October 9 meeting. That’s all I have. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Dr. Parkey. At this time we’ll go into a public hearing on this matter. Anyone wishing to speak to this, please come forward, state your name, district you’re from, address the Chair, please. Anyone at all? Anyone? Hearing and seeing none, the public hearing will be closed. Do we have any questions or comments for Dr. Parkey? Do we have a motion for this?

CINDY WILSON: I’ll make the motion that we approve.

RAY GRAHAM: I’ll second that.

TOMMY DUNN: Motion by Ms. Wilson to accept staff’s recommendation for approval.

CINDY WILSON: But I do have some comments, please.

TOMMY DUNN: Second by Mr. Graham. Now, Ms. Wilson.

CINDY WILSON: It would be very helpful if we had a set of those minutes so we could understand what the concerns were that were expressed at the Planning Commission. There were four in favor and two opposed and one absent. And we don’t really know what took place there. And I’ve driven by that area a number of times in the last few days. The house is really run down. It’s across the street from the Hardee’s that has a lot of traffic and next to, I guess the Masonic Lodge and some other things. I can just hope and pray that the buyers of this property will upgrade it and make it look better because right now it looks kind of slummy. So one of the comments that I did hear was that Williamston doesn’t need another car lot. But hopefully they’ll make it look nice over there. Thank you.

TOMMY DUNN: Any other comments? I would just to say any time something like this, I hope our -- person on the Planning Commission should stay in touch with them and talk with them and get their input and whatnot. That’s what we appoint them for, to give us feedback and let us know the feel of the community on these things. And I know it’s -- also, let me say
this, it’s getting to be a regular habit -- I know Dr. Parkey is having trouble -- we need to tune -- do something to our neighborhoods groups because it’s getting to be -- an I’m not pointing a finger. It’s all seven of us that’s having trouble getting quorums up. And it really puts a hardship on the people that want something zoned or don’t want it zoned or whatnot to go to these meetings and can’t have a quorum to vote on nothing to go through or something another.

CINDY WILSON: It’s also a hardship on the people living around a proposal because they get the date, but they may not get an update that it’s been cancelled because of lack of a quorum. So it really is not a very good situation.

TOMMY DUNN: It is. But once it’s cancelled, as Dr. Parkey said, it really just moves forward. So it’s another process about going on through it. Mr. Graham?

RAY GRAHAM: If I may address Dr. Parkey? In the future is there any way we, as council, can get an attendance record? I think it’s very important, number one, that our representation are making themselves available at the meetings. But one thing, when we have people in the community that’s trying to move something forward, in their mind it’s a positive manner. Now, whether or not we agree or disagree, it doesn’t matter. But I mean there’s a citizen that is truly trying to move something forward in a positive manner. And with that being said, I think it’s our responsibility as council members to ensure our representation. Naturally they’re going to miss meetings, but we do need to try to make a quorum. And I think if we were able to keep a better close look at that through attendance it would probably help us as council. But we definitely appreciate what you guys do with this. Thank you. Thank you, Mr. Chairman.

TOMMY DUNN: All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Now we’re moving on to Item number 9(c), 2018-053, Ordinance to amend agreement for the development of a joint county industrial business park, 2010 park, of Anderson and Greenville Counties, so as to enlarge the park. This is Project Triple. Do we have a motion to move this forward?

TOM ALLEN: So moved.

TOMMY DUNN: Motion Mr. Allen. Second Ms. Wilson. Now, discussion? Mr. Burris, have you got any comments you’d like to say or anything?

BURRIS NELSON: (Inaudible.)
TOMMY DUNN: Thank you. We have a -- anymore discussion? Hearing and seeing none, all in favor of the motion show of hands. Opposed? Show the motion carries unanimously.

Moving on to Item number (d), 2018-053 (verbatim), Ordinance authorizing the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Armada Development LLC to address -- to assist in the development of a senior housing project. Do we have a motion to move this forward?

TOM ALLEN: (Inaudible.)

TOMMY DUNN: 54, I said, I thought.

Yeah, we’re on (d), 9(d). 2018-054. You’ve got too much time on your hands tonight. Mr. Ken ain’t here playing with you and interrupting me. We have a motion by Mr. Allen and second by Ms. Wilson. Mr. Burris Nelson?

BURRIS NELSON: Thank you, Mr. Chairman.

This project has a lot of great potential. But we were approached by the Town of Pendleton. And if you’ll note there’s a letter from Mayor Frank Crenshaw in the back requesting our participation and cooperation with the Town of Pendleton in the development of this particular project. But this is a senior living -- assisted living facility to be constructed in the Pendleton town limits. And we would be partners in this agreement with them. Creating a hundred jobs with the average wage of eighteen twenty-six an hour. New annual payroll of 3.6 million. Capital investment approximately twenty million. This is a twenty year agreement. I realize I’ve got thirty in another place there. But anyway a twenty year agreement. No, I’m sorry, it’s a thirty year agreement. Forty-one percent 30 year SSRC and because it’s commercial it would have to be in a multi county park agreement. But this is kind of a little different wrinkle which I think we would like. They add one percent back to the project every year on the property tax and the SSRC. So it’s a reduction of the credit. And we receive more dollars back over the thirty year period.

The first payment is three hundred and thirty thousand dollars. Last payment would be four hundred and forty thousand three hundred and eighty-six. Total taxes on this property paid last year, twelve thousand five hundred dollars. Over thirty years it would be a little over eight million dollars in property tax collected. And the first year community impact, ten million. Thirty year community impact, sixty-seven million. This comes from staff and from the Advisory
Board with a recommendation to give positive consideration. Thank you, Mr. Chairman.
TOMMY DUNN: Thank you. We have anymore discussion?
TOM ALLEN: Mr. Chair?
TOMMY DUNN: Mr. Allen?
TOM ALLEN: If I could, yeah. This is going to be, again, located off Wild Hog Road I think in conjunction with a large RV park that’s going in out there. And when you combine those two things along with all that development going on on Clemson Boulevard on 76 and then Arthrex on down the road, Pendleton is really going to be booming over the next few years. So I think this would be a very good thing for that area out there. It’s going to be in a good location. Thank you.
TOMMY DUNN: Thank you, Mr. Allen. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.
Moving on to Item number 9(e), 2018-055, an Ordinance to amend an agreement for the development of a joint county industrial business park, 2010 park, of Anderson and Greenville Counties so as to enlarge the park. Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Second Mr. Allen. Any discussion? Mr. Nelson, do you have anything?
BURRIS NELSON: Nothing other than this is a request to put this in the Greenville multi county park agreement and receive the benefits from the park agreement. Thank you, sir.
TOMMY DUNN: Thank you. Anyone else? All in favor of moving this forward, show of hands. Opposed like sign. Show the motion carries unanimously.
Moving on now to 9(f), 2018-056, an Ordinance authorizing under certain conditions the execution and delivery by Anderson County, South Carolina, of an amended fee in lieu of tax agreement, Project Trio, with respect to a project in the county whereby the project will be subject to payments of certain fee in lieu of taxes and would be provided certain special source credits against fee payments and infrastructure improvement grants. Project Trio. Do we have a motion to move this forward?
TOM ALLEN: So moved.
TOMMY DUNN: Motion Mr. Allen. Second Ms. Wilson. Open the floor for discussion. Mr. Nelson?
BURRIS NELSON: Thank you, Mr. Chairman.

This is one of our existing industries and one of our really good and great existing industries. Continuing to expand, forty-five million capital investment, creating twenty new jobs, with an average pay of twenty-four dollars and forty-four cents and hour. That new payroll alone is almost a million dollars a year annual payroll. This is a fifty percent SSRC for fifteen years on this project. Taxes paid last year on what they have existing is three hundred and fifty-six thousand. This new project will bring three hundred and seventy thousand in property tax. Over a thirty-year period that property tax will total -- just on the forty-five million -- will total three million eighty-four thousand. First year community impact is 4.5 million. And thirty year community impact is a hundred and eight million. And then there is a fee in lieu of tax illustration following that. This is a great project and comes to council with recommendation from staff and from the advisory board for your consideration and hopeful approval.

TOMMY DUNN: Thank you, Mr. Nelson.

Anymore discussion? Anyone have any? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to 9(g), 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 provisions of certain special source revenue credits. Project Avocado. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second Mr. Allen. I’ll open the floor for discussion. Mr. Nelson?

BURRIS NELSON: Mr. Chairman, thank you. Appreciate you allowing us to bring this to council floor with apology. This is a little bit of an inconvenience because this is addressing the solar project that we passed several months ago, Project Avocado. And they also called it Fruit Punch. But it was a number of properties that were set aside for solar panel farms and different acreage amounts. And as they have proceeded forward, they realized that it might be better to keep them in multi county park agreements and not in negotiated fee agreements. And so they haven’t entered into our actual tax books yet. So there’s not a real inconvenience for our tax office.
Just the inconvenience of council for having to address this. But they would like to change those to multi-county park agreements. And that comes with a recommendation from our staff and from the advisory board.

TOMMY DUNN: Thank you, Mr. Nelson.

Anyone else have anymore? Anything?

CINDY WILSON: A quick comment.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I drove by and saw the one in Pelzer, and it truly looks like a crop of magnificent proportion popping up in that field. It was astonishing to see.

BURRIS NELSON: They go up quick.

TOMMY DUNN: Thank you. Anyone else?

All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Mr. Nelson, appreciate all the hard work you and your staff’s done. And keep moving stuff forward and let’s keep getting it.

BURRIS NELSON: Yes, sir. Thank you.

TOMMY DUNN: Moving on to Item number 10, Resolution 10(a), R2018-058, a Resolution to adopt the fiscal year 2018-2019 road improvement plan for Anderson County. Do we have a motion?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any discussion? Hearing none, all in favor of the motion carries unanimously.

Moving on to Item 10(b), 2018-059, a Resolution to approve an intergovernmental agreement with the Town of Pelzer for Anderson County to provide certain services within the town limits which the County presently provides to unincorporated areas. We have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second Mr. Allen. Open the floor for discussion. Mr. Burns, you just want to highlight this just a little bit for everybody.

RUSTY BURNS: You know Pelzer has increased the size of their town. They have no funds available to provide building code services and other services. We’ve going to do this same agreement as we do in other towns; do their building inspections and all of the other necessary services.
CINDY WILSON: Very quickly.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: This is one of the unintended consequences of Act 388. They voted to be annexed into Pelzer over there, hoping to create a tax base for better public safety and all these other services, and yet they can't. So we're trying to help.

LEON HARMON: Mr. Chairman?

TOMMY DUNN: Yes, sir.

LEON HARMON: If I may add one comment?

CINDY WILSON: The Town of Pelzer has adopted our ordinance in these various areas. I have a list of those ordinances here. They should have been attached to the intergovernmental agreement, but they weren't. I'm going to hand them up to you right now.

TOM ALLEN: Mr. Chair, if I could?

TOMMY DUNN: Mr. Allen?

TOM ALLEN: Did we receive any kind of fees? We've getting the fees from it?

TOMMY DUNN: For the building permit, like if somebody purchases it, we'll be getting that.

TOM ALLEN: All right. That's all I wondered.

TOMMY DUNN: We have a motion on the floor. Let's just clean this up. Somebody make a motion to amend the motion to make -- to show that these ordinances are included in this?

CINDY WILSON: So moved.

TOMMY DUNN: Ms. Wilson makes the motion. Do we have a second? We have a second Mr. Allen. Are there any discussion on the amendment? All in favor of the amendment show of hands. Opposed like sign. Show the amendment vote is unanimous.

Now, back, are there any discussion to the main motion? Hearing none, all in favor of the main motion show of hands. Opposed like sign. Show the motion carries unanimously.

Now we're going to be moving on to Item number 10(c), Resolution R2018-60, a Resolution in support of Clemson University's acquisition of real property in Anderson County for legal access to a portion of the Clemson Experimental Forest that does not presently exist to enhance the university's program for research, teaching, education, demonstration activities and for the community. Do we have a motion to move this forward? Motion Ms. Wilson. Do we have a second?

Second Mr. Allen. Now, open the floor for discussion. Mr. Burns, do you want to elaborate on this a little bit?

RUSTY BURNS: Clemson University is going
to purchase this land. They're going to increase the trail opportunities off of Wild Hog Road with greenways. They will eventually connect to the trail project that the Town of Pendleton currently has. They're going to be building a pavilion up there. It will increase tourism and revenue in that part of the world. It's really going to be really, really nice and it's going to be a big benefit to us.

TOMMY DUNN: Big benefit and not costing us nothing. This will be a big benefit for that part -- as Mr. Allen said a minute ago for that growing community up there. Anyone have anything else? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to number 10(d), R2018-61, a Resolution authorizing under certain conditions the execution and delivery by Anderson County, South Carolina, of a fee in lieu of tax agreement, Project Trio, with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes and would be provided certain special source credits against payments -- against fee payments. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second by Mr. Allen. Any discussion? Mr. Nelson, do you have anything?

BURRIS NELSON: Nothing other than, Mr. Chairman, this is putting this project in the agreement that we have with Greenville to receive all the benefits that a multi county park allows.

TOMMY DUNN: Have anything else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Going to be moving on to number 10(e), Resolution R2018-62, Resolution authorizing the withdrawal of certain real property from the fee in lieu of tax agreement by and between Robert Bosch, LLC, AFCO and Anderson County. Do we have a motion to move this forward?

RAY GRAHAM: Second.

TOMMY DUNN: Motion Mr. Allen. Second by Mr. Graham. Open the floor for discussion. Mr. Nelson, do you want to hit on this?

BURRIS NELSON: Yes, sir. Thank you, Mr. Chairman. As you know, AFCO, the two joint partners in that were Bosch and Nippondenso. And about a year ago they made a decision to dissolve their joint venture. They had passed and Council passed in 2013 a fee in lieu of tax agreement at that time for approximately
forty-two million in capital investment and the
creation of some jobs. State law, state statute
requires that if it dissolves before the end of the
five years that the properties must be withdrawn from
the park agreement, as well as the division of those
two properties and assets. And that’s what this
Resolution is about; is providing that pathway for them
to carry out what the state statute requires.

TOMMY DUNN: Thank you. Anyone have
anything? Questions, comments? Anymore discussion?
All in favor of the motion show of hands. All opposed
like sign. Show the motion carries unanimously.
Again, thank you very much, Mr. Nelson. Appreciate
you and your staff’s hard work. And keep moving
Anderson County forward.

BURRIS NELSON: Yes, sir. Thank you and
all the members of Council for your support.

Moving on to Item number
11, report from the Personnel Committee meeting held on
November the 2nd, 2018. Chairman Allen. Chairman?

TOM ALLEN: Yes. Thank you, Mr. Chair.
As many of you know out here, we’ve had a personnel
study done by a management firm out of Texas which
occurred over the past several months. And they were
in here looking at job descriptions, job appraisals,
pay scales, the whole thing, comparing them to other
counties and private industry and so on. So we had a
meeting to look at this and see how it was going. Our
objective now is to make sure that all the job
descriptions are current, up to date and rewritten, if
necessary, and that annual job appraisals are being
done in a timely manner. And we have an individual in
personnel that’s working specifically on this. So
that’s something that we really needed to get cleaned
up because prior to this time it was kind of a hit and
miss process. But it looks like it’s going very well
and I think the management company that came in here
and presented that program did a fine job.

TOMMY DUNN: I agree, Mr. Allen.

TOM ALLEN: Thank you.
TOMMY DUNN: And Mr. Allen, also, just
for the record, the Personnel Committee did make a
recommendation to come up later in Executive Session.

TOM ALLEN: Be in Executive Session;
right.

TOMMY DUNN: Thank you, Mr. Allen, for
that report.

Moving on to Item number 12. Ms. Wilson has a
motion, I believe?

CINDY WILSON: Yes, sir. Thank you. I
would like to move, please, that we go into Executive
Session to discuss a personnel matter, receive legal
advice regarding resolution of a legal matter resulting
from an event at the Civic Center, and an Arthrex sewer
easement matter. Put that in the form of a motion.
TOMMY DUNN: Second Mr. Allen. All in
favor of the motion show of hands. Show the motion
carries unanimously.

(EXECUTIVE SESSION)

CINDY WILSON: ... having received
information regarding a personnel matter and legal
advice regarding a legal matter resulting from an event
at the Civic Center, and an Arthrex sewer easement
matter, without taking action.
TOMMY DUNN: Have a motion to come out
of executive session without taking any action. We
have a second? Second Mr. Allen. Motion was made by
Ms. Wilson. All in favor of the motion show of hands.
Opposed like sign. Show the motion carries
unanimously.

Do we have a motion on the sewer property?
RAY GRAHAM: Thank you, Mr. Chairman.
Mr. Chairman, fellow Council, this is a motion to
authorize the County Administrator to take the
necessary actions to obtain a sewer easement across
property located at the corner of U.S. 76 and Milwee
Creek Road as discussed in Executive Session. I bring
this forth in the form of a motion.
TOMMY DUNN: Have a motion by Mr.
discussion? All in favor of the motion show of hands.
Opposed like sign. Show the motion carries
unanimously.

Now we have a motion about the legal matter?
CRAIG WOOTEN: Yes. Mr. Chairman, I'd
like to make a motion to authorize a resolution of the
Edgar Loudermilk case against the county for the
mediated settlement amount as discussed in Executive
Session.
TOMMY DUNN: Have a motion Mr. Wooten.
Have a second? Second Ms. Wilson. Any discussion?
All in favor of the motion show of hands. Opposed like
sign. Show the motion carries unanimously.

Now, we have a motion coming from the Personnel
Committee about personnel. Chairman Allen?
TOM ALLEN: Yes, Mr. Chair. Thank you
so much. Yeah. I'd like to make the following motion.
It's to approve a salary adjustment for the County
Administrator as discussed in Executive Session. And
what we've done here, and after reviewing all the
management studies that have been done and looking at all the salaries that other administrators are making around the county and prior administrators for that matter, we had a discussion and would like to raise the County Administrator’s salary to a hundred and seventy-two thousand a year. And I’ll put that in the form of a motion.

TOMMY DUNN: Have a motion from the Personnel Committee, but we’re going to take a second. Ms. Wilson seconds. Are there any discussion? I just want to add -- want to say that this is something that’s long overdue. It’s been coming on. We looked at this back in the budget time. Said we’d look at it again in a year. This is trying to keep in line with what other people of that job description make. I want to point out any other county or city managers, administrators, Mr. Burns did not take a vehicle. Mr. Burns did not take a telephone. Mr. Burns is more entitled to it for the ten years, almost ten years that he’s been working for the county, the time I’ve known him, to take time off if it wasn’t for sickness. He takes one fishing trip a year and he leaves on Thursday and comes back on a Monday. And he’s always -- works over at nighttime, numerous times, and his service to Anderson County has been valuable. I know the people of Anderson County are indebted to his service. He’s dedicated to Anderson County. And also, when I think about when I first got on Council, the three years that we went through some of the things that Council at that has went through, most people would have left. And some Councilmen, and I think we even thought about about leaving. But he got us through it. Very proud. As I said in Executive Session, I think Anderson County has come out and been a shining star. Rusty, Mr. Burns, is our CEO and he needs to be paid accordingly. And this is not nothing he asked for. He does his job because he truly does love it. And we’re very fortunate to have him. And the money he brings to Anderson County through the state, I can just look around what the airport’s done, our sewer’s done, what he’s done is well worth it and very, very proud to have Mr. Burns as our administrator. Anyone else? And hopefully this will make up for the bad night Mr. Burns and his people are going to have tonight. Anybody make a -- any other discussion? Hearing and seeing none, all in favor of the motion show of hands. Show the motion carries unanimously.

We’re going to move on now to the report from the Public Safety Committee meeting held November the 2nd. Chairman Graham. Chairman Graham?
RAY GRAHAM: Thank you, Mr. Chairman.
Mr. Chairman, I bring forth in the form of a motion,
this is in reference to agenda item number 3 from the
Public Safety Committee where we met November the 2nd
at 10:00 a.m. This is in reference to weapons released
to retirees.
Basically the sheriff has approached the Public
Safety Committee in reference to when a sheriff’s
deploy retires from Anderson County that they’re
allowed to retain their duty weapon. That would be
just the duty weapon itself. It would not include any
long guns or it would not include the off-duty weapon.
This has been a common practice in previous
administrations. Sheriff McBride has just kind of
stepped up and wanted to be very transparent and
basically get the blessings on Council for him to
continue doing this.
This is also a common practice across the state
with a lot of agencies when an officer has basically
spent their career with an agency, whether it’s a
county or a municipality that upon their retiring
instead of getting a retirement gift or something of
that nature, they basically get to keep their duty
weapon. And once they retire it’s basically reissued
to that individual and taken out of -- in this case
it’ll be taken out of the county’s name.
The Public Safety Committee did vote on this and
approved a hundred percent to bring it before full
Council. And I do bring that forth in the form of a
motion for full Council to support this.
TOMMY DUNN: Coming from the Public
Safety Committee, it doesn’t need a second. Are there
any discussion? Mr. Allen?
TOM ALLEN: Yeah. Just correct me,
Ray, if I don’t clarify this correctly, but this only
applies to people that are going to be retiring;
correct?
RAY GRAHAM: That’s correct.
TOM ALLEN: Which means twenty -- what
is it now twenty-seven ---
RAY GRAHAM: Actually for new
individuals that’s coming into service now, it’ll be
twenty-seven years. If you were already in law
enforcement previously from 2016; I think somewhere
around in there, it’ll be at twenty-five years.
One other thing, you’re correct, it is specifically
for -- you have to be retiring from law enforcement and
from Anderson County. The Sheriff had asked that we
put in that they basically had to serve at least five
years of that service with Anderson County. Councilman
Waters also asked that we put in on the same motion that if you've got less than five years of service with Anderson County; one, you would have the option of purchasing the value of that weapon and keeping it; and two, the Sheriff could decide to give it through the Sheriff's Department's -- what's the correct term for that? Foundation? Where they would actually compensate the county for that weapon.

To give you an idea of about a dollar figure on this, we're not talking about a new weapon. We're talking about a weapon that odds is they have had for several years. And realistically while this seems like a small amount for a -- in this case a Glock 40 caliber, you're probably looking at about a two hundred to three hundred dollar value, which is what it would cost the Sheriff's Department for that weapon or what we would get on a trade-in value in the event to purchase a new weapon.

Again, this is more of a -- I guess just something for the officer. I assure you, coming from law enforcement, it would be much more meaning to get that duty weapon that you had utilized during your career than it would to be getting a watch or something of that nature that would truly be the same value; probably two to three hundred dollars. So again, we bring that in forth in the form of a motion.

TOM ALLEN: I'd also just like to say, too, just to clarify this. It's not just saying if a sheriff's deputy leaves here and wants to go to the police department, he's not getting the weapon. He's got to be able to retire. And we're only talking about, what was it, two or three, maybe four a year at the very most. Somewhere in that ballpark. It's not going to be dozens and dozens of officers every year that would be getting that.

RAY GRAHAM: Possibly in the event of a new administration -- with that, and I would say possibly a number of six to eight. But again the way they've changed the retirement system, you've almost got to be in a position where you're truly going to retire to even have this opportunity. So with that being said, you're literally getting out of law enforcement because again once you retire you cannot come back unless you're only willing to make like ten thousand dollars a year. So there's some criteria on the state level that kind of protects us a little bit. There's a couple of individuals that has retired out since the sheriff has came on that he wants to go back and basically incorporate with this program. And I think that's number is like two or three. But again,
we’re talking about a small amount. You’re probably looking at, I would say by all means, less than five a year, if that. That would probably be on the high end.

TOMMY DUNN: Okay. We'll move on with this. I'd just like to add it don't matter to me how many there are. Somebody that's give their service especially to Anderson County, they deserve -- I don't care if they get a watch, too. They deserve that service weapon. That's the least we can do for them, I think, putting their life on the line. It's only the right thing to do. I'm glad the sheriff has brought this forth to make it right to legitimately be done. They've got every right for it, I think. Justly deserved.

All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Mr. Chairman?

RAY GRAHAM: Thank you, Mr. Chairman. The second thing is we've been approached and would like to look into purchasing chairs for dispatch which would be upgrading their chairs. Keep in mind this is something that literally someone sits in, literally, twenty-four hours a day, seven days a week, three hundred sixty-five days a year. So naturally over a period of time there's wear and tear on the chairs. And with that being said, we're asking from Public Safety that full Council would support an RFB to be put out to determine what type of cost this would be. And we ask that -- we bring this forth in the form of a motion, as well, from Public Safety Committee support that we do a RFB on this.

TOMMY DUNN: We have a motion. Coming from the Public Safety Committee it doesn't need a second. Keep in mind, anything that is purchased or whatnot, it'll come back and be voted on by Council. I just ask that whoever is involved in this does a good study to look at it to make sure they get the right, appropriate equipment for this. I know they've got a lot around to look at and everything and to get something. I asked Mr. Carroll to look back -- it is what it is -- but we purchased chairs several years ago, to see how long ago that was about it and we can get sort of the life expectancy. But they are, as Mr. Graham said, somebody sitting in those chairs. And not only twenty-four seven, a lot of those people, I think, are working twelve hour shifts. They're twelve hours in that thing for a good part of the time. Anymore discussion? All in favor of the Public Safety Committee's recommendation, show of hands. Opposed like sign. Show the motion carries unanimously. Thank
you, Mr. Chairman.

Moving on to Item number 14, appointments. Are there -- I don’t have none here. Has anybody got anything that come up?

Moving on -- hearing none, moving on to request by Council members. Mr. Allen?

TOM ALLEN: Yeah. I have one I’d like to do. I’d like to do five hundred dollars for the Lights of Hope, the Christmas lights. And I’ll put that in the form of a motion.

TOMMY DUNN: Have a motion Mr. Allen.

Second Ms. Wilson. Any discussion? All in favor of the motion, show of hands. All opposed like sign.

Show the motion carries unanimously.

Anything else, Mr. Allen?

TOM ALLEN: That’s all.

TOMMY DUNN: Mr. Graham?

RAY GRAHAM: None at this time.

TOMMY DUNN: Mr. Wooten?

CRAIG WOOTEN: Yes, Mr. Chairman, I’ve got two I’d like to put together. The Anderson Area YMCA does an annual Reindeer Run that actually brings in more runners than the Midnight Flight. I’d like to appropriate three thousand dollars for this.

Also, the Anderson Free Clinic, it’s a combination of events; it’s Walk with the Docs, it’s Run with the Nurses, and it’s Party on the Porch. But I’d like to allocate four thousand dollars from District 1 for this. And I’d like to put that in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Wooten. Second by Ms. Wilson. Any discussion? All in favor of the motion show of hands. Opposed like sign.

Show the motion carries unanimously.

Anything else, Mr. Wooten?

CRAIG WOOTEN: No, sir.

TOMMY DUNN: Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman.

From District 7’s recreation account, please appropriate two hundred and fifty dollars for Lights of Hope and five thousand dollars for the Town of Pelzer, which will be held and managed by Anderson County, for their benefit for the Master Plan Project. I’d like to put that in the form of a motion.


Anything else, Ms. Wilson?
CINDY WILSON: That’s all.

TOMMY DUNN: From District 5's rec account I’d like to transfer one thousand one hundred and ten dollars out of District 5's rec account for the Civic Center. Put that in the form of a motion. Have a motion and second Mr. Allen. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

And I’d also like to take a thousand dollars out of District 5's rec account to the Christmas Lights, Hopes of -- Lights of Hope, I'm sorry. Put that in the form of a motion.

TOM ALLEN: Second.

TOMMY DUNN: Second Mr. Allen. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Hearing and seeing no one, nothing else.

We’ll move on to the administrator’s report.

RUSTY BURNS: Thank you. Nothing further to report. But thank you.

TOMMY DUNN: You’re welcome.

Moving on to Item number 17, citizens comments. Please state your name and district, address the chair and you’ve got three minutes.

LEON HARMON: Mr. Chairman, we have one citizen signed up. Elizabeth Fant.

ELIZABETH FANT: Good evening, friends. I have the new Anderson Magazine, if you haven’t seen it. It’s great. This really showcases some of the nice things that happen in Anderson, including some of the things like the Reindeer Run and the Lights of Hope, and all the other things. Anderson has a lot going for it.

There’s one article in here, Shock the Block, which is talking about what’s going on in downtown Anderson. I was shocked when I read it because it says -- one thing, in downtown Anderson a hundred and seventy-five events were coordinated and promoted by the City of Anderson, and I think that’s in 2017. I don’t know what they were. I know some of them. But certainly not a hundred and seventy-five.

One of the things that Anderson County is doing a better job with, but still needs to go further with, is advertising the good stuff that’s going on. If there are a hundred and seventy-five events that are going on, and I know very few of them and you know how much I stay on top of stuff, then I’m missing a whole lot and somehow another it’s not getting out to the public because I probably would know about it.
One thing I picked up recently was Williamston had a placard about yay long and it listed all the major events that happen in Williamston from January all the way through December. You know when they’re going to be. You know when they’re going to have the Spring Water Festival, the party -- Boo in the Park, the barbecue thing. They’re all listed on one little piece of paper. I used to think the library didn’t do anything. I now have seen a sheet, big sheet, where just for the months of November/December they’ve listed day and what, day and what event. That’s the kind of thing we need to have out for people to pick up so that they know when there are things going on that interest their children or whatever, including what goes on the internet and Facebook. And I think that some of the agencies like the museum are using and doing a better job of doing that on Facebook.

We as individuals are -- or rather you as individuals as Council people, I don’t want to hear anybody say I, me, I did so and so, because of me, because of my program, and I think I’ve mentioned that before. I don’t say that either. I don’t get up here and say I do, I, whatever. It’s a we thing. We together. Us together. And we need to advertise together and tell people the good things that we’re doing and not let it get personal.

TOMMY DUNN: Mr. Harmon.
LEON HARMON: No one else is signed up.
TOMMY DUNN: Thank you, Mr. Harmon.

Now we’ll be moving on to remarks from Council members. Mr. Allen?
TOM ALLEN: I have nothing at this time.
TOMMY DUNN: Mr. Graham?
RAY GRAHAM: Just one thing, Mr. Chairman. And I failed to put this on the agenda, but I just want to update Council. We do have -- currently have MedShore Dispatch over in Central Dispatch. It hasn’t officially went live yet, but they did work this past week, worked through some kinks on a couple of days that went very smoothly, a couple of days that was a lot of kinks on it. But definitely commend our dispatch and MedShore with trying to move our program forward with EMS. And definitely hope to update you guys more so in the future with the goodness of this. Thank you.
TOMMY DUNN: Thank you, Mr. Graham.
CRAIG WOOTEN: Nothing at this time.
TOMMY DUNN: Thank you. Ms. Wilson?
CINDY WILSON: There’s some really, really exciting news to enjoy. After decades of people begging over in the Cheddar area for water, an economic development issue over there that was very corrupt in its founding and it was supposed to put the waterlines in and they didn’t. They don’t have sufficient size lines for fire hydrants or anything. But Mr. Burns gave me this as I came in. The County has received verbal, unofficial notification this afternoon that the Rural Infrastructure Authority intends to offer five hundred thousand dollars grant award. The funds will be used to install sprinklers and higher capacity waterlines along Big Creek Road. The waterline improvements will extend from Youth Center Road to Highway 20 Sherrard Road, and will provide water volumes and pressures adequate for providing fire service to structures in the area of the tank farms. It cannot be emphasized enough how vital this will be for that area. So I’m very thankful for our county people, Mr. Burns, Mr. Newton, Mr. Harmon, everyone who worked so hard to put this forward. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson. I’d just like to remind everybody if they would -- I think they got it in the mailbox this past weekend -- the A-Tax money. Be looking at that. Probably have -- be voting on that next Council meeting. So be looking at that, questions and whatnot to get with staff on, please.

And I just want to -- also just want to commend -- Mr. Graham was talking about public safety a while ago, is our Emergency Preparedness Department. There was a chance this last weekend of storms coming up and getting serious. I just want you to know they’re on top of that, constantly keeping Mr. Burns and Council up to date on that. And we really appreciate the fine job Lieutenant Baker and his staff is doing there.

I also want to commend -- I’ll yield the floor back to Mr. Graham if he wants to say a few words -- Casey, about what all she’s doing and her thing. And I think y’all got a meeting coming up very soon on the fine work she’s been doing and been about to get the Magistrates together and solicitors and all of that and everything. Do you want to say a few words about that, Mr. Graham?

RAY GRAHAM: Thank you, Mr. Chairman. Casey has done just an extremely well job on managing this whole program and bringing it together to fruition. You know, in the start we kind of piggybacked off of Charleston and some of their actions on what they’ve done as far as moving their agency
forward and basically kind of took some of the success stories down there and tried to implement them up here. But Casey has been very instrumental -- there's not a week goes by that someone in the criminal justice system, you know, whether it's through the solicitor's office, public defender, magistrate level, law enforcement themselves, chaplain, I mean the list just goes on and on, that is not commending Anderson County on the steps that we've made. And it's not we. You know, with that being said, I definitely want to give credit where it is. And that's Casey. Casey has brought them groups together. I'd love to say we all have come a long ways. Well, we as a county, we have, but it's through her leadership with this. She has just been very instrumental in bringing the key players together to the table at different meetings. And you know, we have these regular monthly meetings, but it is so many other micro meetings that just continually take place throughout the weeks, throughout the months, just getting things together. It's been a slow process. But then again, the ones that's involved, looking back at where we were and where we are today, especially just on a communication level amongst each other, we have come so far. And I'm definitely excited to see where we're going with this.

And again, if you see Casey out and about, definitely commend her. Because I mean, she has been very instrumental in moving this program forward. So definitely just a great job on her part on that.

TOMMY DUNN: Thank you, Mr. Graham. We're very fortunate to have her.

And last but not least, I'd just like to say it's good to sort of be back home, get back in our old Council chambers tonight. Appreciate the staff's work in getting our elevator back and getting it back in shape and everything. Did you test it out this morning?

Appreciate everybody coming out. Meeting will be adjourned.

(MEETING ADJOURNED AT 7:53 P.M.)
ORDINANCE NO. 2018-047

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the “Agreement”); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

ORDAINED in meeting duly assembled this 20th day of November, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman

First Reading: October 16, 2018
Second Reading: November 6, 2018
Public Hearing: November 20, 2018
Third Reading November 20, 2018
Addition to Exhibit A to Agreement for the Development of a Joint County Industrial and Business Park dated as of December 1, 2010, as amended, between Anderson County and Greenville County.

GREENVILLE COUNTY PROPERTIES

[Marion Farms, LLC: TMS # 0562010101700]
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of ________, 20__, ________, 20__ and ________, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

________________________
Clerk, Anderson County Council

Dated: ________, 20__
ORDINANCE NO. 2018-042

A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

Master Bond Ordinance

Enacted November 20, 2018
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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.01 Findings and Determinations

Incident to the enactment of this bond ordinance (this "Bond Ordinance"), the County Council of Anderson County (the "County Council"), the governing body of Anderson County, South Carolina (the "County"), finds that the facts set forth in this Article exist, and the statements herein are in all respects true and correct:

1. The County is a political subdivision and a body politic and corporate of the State of South Carolina (the "State"), and as such possesses all general powers granted by the Constitution and laws of the State to counties, including the Code of Laws of South Carolina 1976, as amended (the "South Carolina Code").

2. Article X, Section 14(10) of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"), provides that "[i]ndebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license, may be issued upon such terms and conditions as the General Assembly may prescribe by general law." S.C. Const. art. X, § 14(10).

3. Article VIII, Section 13 of the State Constitution, provides that

[c]ounties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties. The area comprising the parks and all property having a situs therein is exempt from all ad valorem taxation. The owners or lessees of any property situated in the park shall pay an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption herein provided." Article VIII, Section 13 of the State Constitution further provides that "[t]he participating counties shall reduce the agreement to develop and share expenses and revenues of the park to a written instrument which is binding on all participating counties.

S.C. Const. art. VIII, § 13(D).

4. Section 4-1-170 of the South Carolina Code (together with Article VIII, Section 13(D) of the State Constitution, the "Park Act"), provides that counties may enter into the written agreement contemplated at Article VIII, Section 13 of the State Constitution and requires such written agreement to "(1) address sharing expenses of the park, (2) specify by percentage the revenue to be allocated to each county; [and] (3) specify the manner in which revenue must be
distributed to each of the taxing entities within each of the participating counties.” S.C. Code Ann. § 4-1-170(A).

5. Section 4-1-175 of the South Carolina Code (such Section 4-1-175 together with Section 4-29-68 of the South Carolina Code, the “Enabling Act”) provides that “[a] county or municipality receiving revenues from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the Constitution of this State may issue special source revenue bonds secured by and payable from all or a part of that portion of the revenues which the county is entitled to retain pursuant to the agreement required by Section 4-1-170 in the manner and for the purposes set forth in Section 4-29-68.” S.C. Code Ann. § 4-1-175.

6. Section 4-29-68 of the South Carolina Code provides for the issuance of revenue bonds to “enhance the economic development of” a county and which are “payable solely from all or a specifically described part of the payments in lieu of taxes received and retained by the issuer under . . . Section 13 of Article VIII of the Constitution of this State.” S.C. Code Ann. § 4-29-68.

7. The County, pursuant to the Park Act, has entered into, and anticipates entering into, future agreements, with other counties of the State from time to time to jointly develop industrial and business parks as provided by the Park Act (the “Park Agreements”), and has created several multi-county industrial and business parks (each a “Park” and collectively, the “Parks,” as such terms are more particularly defined herein). Each Park Agreement specifies, or will specify as required by the Park Act, the percentage of payments in lieu of taxes derived from such Park the County receives or will receive (the “Park Fees”).

8. There are presently outstanding and payable from and secured by a pledge of a portion of the Park Fees the following obligations of the County: (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of $1,350,000; (b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007, currently outstanding in the principal amount of $850,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of $1,010,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of $730,000 (collectively, the “Prior Bonds”), which Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the “Prior Bond Ordinances”).

9. The County is now minded to make provision for (i) the refunding and defeasance under the Prior Bond Ordinances of the Prior Bonds, and (ii) for the financing of projects that may be financed with revenue bonds under the Enabling Act pursuant to the authorizations provided in the Enabling Act by providing for the issuance of special source revenue bonds from time to time and to secure the same with a portion of the Park Fees as more particularly set forth in this Bond Ordinance.
10. Upon the enactment hereof, the provisions of this Bond Ordinance shall be in full force and effect.

[End of Article I]
ARTICLE II
DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Definition of Ordinance

This ordinance may be hereafter cited and is hereinafter sometimes referred to as the Bond Ordinance; such term shall include all ordinances supplemental to, or amendatory of, this Bond Ordinance.

Section 2.02 Defined Terms

In this Bond Ordinance, terms defined in Article I shall have the meaning assigned therein, and unless a different meaning clearly appears from the context, the following terms shall have the meanings assigned below:

“Accreted Value” shall mean the amounts set forth in or the amounts determined in the manner set forth in, a Series Ordinance, authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

“Accounting Principles” shall mean generally accepted accounting principles and practices applicable to governmental entities.

“Annual Budget” shall mean, for a Fiscal Year, the budget or amended budget of the County in effect as provided in or adopted for such Fiscal Year.

“Annual Principal and Interest Requirement” shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount (other than amounts paid from proceeds of Bonds) equal to the sum of (1) all interest payable on such Series of Bonds during such Fiscal Year, plus (2) any Principal Installment of such Series of Bonds during such Fiscal Year, minus (3) any Interest Payment Subsidies received by or on deposit with the County for such Series of Bonds during such Fiscal Year and used to pay debt service on such Series of Bonds during such Fiscal Year.

For purposes of computing the Annual Principal and Interest Requirement:

(a) the rate of interest used to determine the Annual Principal and Interest Requirement shall be a rate per annum equal to (i) with respect to any Series of Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, and (ii) with respect to any Series of Variable Rate Bonds, the actual rate of interest on the date of calculation; provided however, if the Variable Rate Bonds have been Outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation.

(b) the Principal Installments for each Series of Bonds used to determine the Annual Principal and Interest Requirement will be the actual planned Principal Installments, except as for any Series of Bonds in which 25% or more of the Principal Installments are payable in a
single Fiscal Year, the Principal Installment in such year will be assumed to be the result derived by dividing (A) the aggregate outstanding principal due on such Series of Bonds by (B) the number of full years in the remaining term of such Series of Bonds, but if the date of calculation is within 12 months of the final maturity date of such Series of Bonds and a binding commitment by an institutional lender or municipal underwriting firm exists to provide money to refinance the outstanding aggregate principal amount of such Series of Bonds then Outstanding, the payment terms contained in the commitment are to be used for purposes of calculating the Principal Installments for such Series of Bonds.

(c) the amounts available in a Debt Service Reserve Fund established for a Series of Bonds may be applied against the interest payable on and the Principal Installments due on such Series of Bonds in the last Fiscal Year that such Series of Bonds is Outstanding.

“Auditor” shall mean an independent firm of certified public accountants of suitable standing selected by the County, which may also be the certified public accountants which audit the books, records, and accounts of the County.

“Authorized Investments” shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute and as the same may be further limited pursuant to the provisions of a Series Ordinance.

“Authorized Officer” means the Chairman, County Administrator, the Chief Financial Officer, acting jointly or severally, or any other official authorized by the County Council by to act on behalf of the County.

“Bond Counsel” shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the County.

“Bond Fund” shall mean the fund of that name established pursuant to Section 6.02 hereof, and shall include the accounts and subaccounts therein.

“Bond Ordinance” shall mean this Master Bond Ordinance.

“Bond Payment Date” shall mean each Interest Payment Date and Principal Payment Date.

“Bond Year” shall mean each period commencing on October 2 in a year and ending on October 1 in the subsequent year.

“Bondholder” or “Holder,” or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.
“Bonds” shall mean any indebtedness or obligations of the County including those in the form of contractual obligations, which are secured by pledges of the Pledged Revenues, other than Junior Lien Bonds, issued in accordance with the provisions of this Bond Ordinance and a Series Ordinance. Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Business Day” shall mean, except as set forth in a Series Ordinance with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday, a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close or a day on which the United States federal reserve payment system is not operational.

“Capital Appreciation Bonds” shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in, and in the amounts determined by reference to the Accreted Value established in accordance with the provisions of the Series Ordinance authorizing the issuance of such Capital Appreciation Bonds.

“Chairman” shall mean the Chairman of County Council.

“Chief Financial Officer” shall mean the County employee responsible for administering the finances of the County as the person responsible for supervising and maintaining records and accounts relating to the Park Fees and Pledged Revenues.

“Clerk” shall mean the Clerk to County Council. The term shall include the acting Clerk or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the Clerk is unable to act.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“County” means Anderson County, South Carolina.

“County Administrator” shall mean the County Administrator of the Anderson County, South Carolina. The term shall include the acting County Administrator or such other person designated by County Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the County Administrator is unable to act.

“County Council” means the County Council of the Anderson County, the governing body of the County.

“Date of Issue” shall mean that date established in any Series Ordinance from which interest shall accrue on the Bonds of the applicable Series.

“Debt Service” shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the Bond Fund in such Fiscal Year for the payment of the
principal of, redemption premium, if any, and interest (to the extent not paid or expected to be paid from proceeds of such Bonds or earnings thereon) on such Series of Bonds, provided that for any prospective calculation the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the 12 months immediately preceding the date of calculation.

“Debt Service Reserve Fund” shall mean each of the funds, if any, so designated and designed (i) to secure the timely payment of the principal of and interest on the respective Series of Bonds Outstanding and issued pursuant to this Bond Ordinance and the applicable Series Ordinance, and (ii) to provide for the redemption of such Series of Bonds Outstanding prior to their stated maturity, as established by the provisions of Section 6.03 hereof.

“Deeasance Obligations,” unless otherwise provided in a Series Ordinance for a particular Series of Bonds, shall mean non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds, issued by at least one nationally recognized credit rating organization, of the State, its institutions, agencies, school districts and political subdivisions.

“Enabling Act” shall mean Sections 4-1-175 and 4-29-68 of the South Carolina Code, and all other statutory authorizations authorizing and enabling the County to enact this Bond Ordinance and issue Bonds hereunder, as from time to time amended.

“Events of Default” shall mean those events specified as such in Article X of this Bond Ordinance.

“Fee Account” shall mean the account of that name within the Revenue Fund established pursuant to Section 6.01 hereof.

“Fiduciary” or “Fiduciaries” shall mean the Trustee, the Paying Agent, the Registrar and any other agent of the County appointed pursuant to the authorizations of this Bond Ordinance or any Series Ordinance or any or all of them, as may be appropriate.

“Fiscal Year” shall mean fiscal year of the County, currently the period of 12 calendar months, beginning on July 1 of each year, and ending on June 30 of the following year.

“Government Obligations” shall mean: (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (iii) obligations issued by the Federal Home Loan Bank and/or the Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code.
“Insurer,” with respect to any Series of Bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.

“Interest Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of additional bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Interest Payment Date” shall mean, for a particular Series of Bonds, each April 1 and October 1 on which interest shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Interest Payment Subsidies” shall mean the refundable tax credit subsidies payable to the County from the federal government under any section of the Code that authorizes such tax credits or sums borrowed in a Series of Bonds for the purpose of paying all or a portion of the interest due on a Series of Bonds on specific Bond Payment Dates, as applicable.

“Junior Lien Bonds” shall mean any indebtedness or obligations issued by the County including those in the form of contractual obligations which are secured by pledges of the Pledged Revenues, junior and subordinate in all respects to the pledges made to secure Bonds. Junior Lien Bonds may also take the form of a pledge of the Pledged Revenues providing additional security for other indebtedness of the County.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successors.

“Municipal Bond Insurance Policy” shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

“Other Available Moneys Account” shall mean the account of that name established within the Revenue Fund pursuant to Section 6.01 hereof.

“Other Obligations” shall mean Special Source Revenue Credits.

“Outstanding,” when used with reference to any Bonds, subject to Section 14.01 hereof, and except as may be modified for any Series of Bonds pursuant to the provisions of a Series Ordinance, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(a) Bonds cancelled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;

(c) Bonds deemed to have been paid as provided in Article XIII hereof; and

(d) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds, as to which a Responsible Officer of the Trustee has
actual knowledge, held by, or for the account of, the County, or by any person controlling, controlled by, or under common control with the County (unless all Bonds are so held).

“Park” shall mean any multi-county business park created pursuant to a Park Agreement.

“Park Act” shall mean Section 4-1-170 of the South Carolina Code and Article VIII, Section 13(D) of the Constitution of the State of South Carolina, 1895, as amended

“Park Agreement” shall mean any current or future agreement for the development of a joint industrial or business park between the County and a partner county, as the same may be amended from time to time, entered into in accordance with and pursuant to the authorization granted in the Park Act.

“Park Fees” shall mean those fees the County is entitled to receive pursuant to the terms of a Park Agreement. Park Fees are net of any payments due in a Fiscal Year as a result of Other Obligations.

“Paying Agent” shall mean for each Series of Bonds the respective Paying Agent or Paying Agents, which may be the County, appointed pursuant to the proceedings authorizing such Bonds.

“Pledged Revenues” shall have the meaning given such term in Section 7.01 hereof.

“Principal Account” shall mean each account of that name within the Bond Fund established with respect to the Bonds or any Series of additional bonds established pursuant to Section 6.02 hereof, and shall include the sub-accounts therein.

“Principal Installment” shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a Bond Payment Date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due of, and application in accordance with, any mandatory sinking fund payment payable before such future date, plus (ii) any mandatory sinking fund payment due on such certain future date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to “principal” of Bonds in this Bond Ordinance shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds as of the date of calculation.

“Principal Payment Date” shall mean, for a particular Series of Bonds, each October 1 on which a Principal Installment shall be due, or such other date as may be established in accordance with the Series Ordinance authorizing such Bonds.

“Prior Bond Ordinances” shall mean, collectively, General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto.
“Prior Bonds” shall mean the following obligations of the County: (a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006, currently outstanding in the principal amount of $1,350,000; (b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007, currently outstanding in the principal amount of $850,000; (c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A, currently outstanding in the principal amount of $1,010,000; and (d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A, currently outstanding in the principal amount of $730,000.

“Project” shall mean any project authorized to be financed with the proceeds of special source revenue bonds by the Enabling Act and identified to be financed with Bonds pursuant to a Series Ordinance.

“Rating Agencies” shall mean any rating agency then rating the Bonds.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed by any applicable Series Ordinance).

“Redemption Price” shall mean, with respect to Bonds of any Series or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms, this Bond Ordinance and the applicable Series Ordinance.

“Registrar” shall mean for each Series of Bonds the respective bank, trust company, depository or transfer agent, which may be the County, appointed as registrar pursuant to the proceedings authorizing such Bonds.

“Reserve Requirement” shall mean, with respect to a Series of Bonds, as of any date of calculation, the debt service reserve requirement, if any, established by or in the manner provided in the Series Ordinance authorizing the Series of Bonds.

“Responsible Officer” means, when used with respect to the Trustee, the Paying Agent or the Registrar, any duly authorized vice president, assistant vice president, senior associate, associate or other officer thereof.

“Revenue Fund” shall mean the fund of that name established pursuant to Section 6.01 hereof, and shall include the accounts therein.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds of any Series, 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 any 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.

“Serial Bonds” shall mean the Bonds of any Series which are stated to mature in installments and for which there are no mandatory sinking fund provisions.

“Series” shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the authorizing Series Ordinance, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

“Series Ordinance” shall mean an ordinance of County Council authorizing the issuance of a Series or multiple Series of Bonds pursuant to this Bond Ordinance in accordance with the terms and provisions hereof, adopted by County Council in accordance with Article III hereof.

“Special Source Revenue Credit” shall mean any credit heretofore or hereafter granted by the County against any Park Fee in accordance with the South Carolina Code to any entity having property in any Park.

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

“State” shall mean the State of South Carolina.

“Standard and Poor’s” shall mean S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or its successors.

“Term Bonds” shall mean the Bonds of any Series which are stated to mature in a single year and which are subject to mandatory sinking fund redemption prior to the stated maturity date.

“Trustee” shall mean the entity serving as Trustee pursuant to this Bond Ordinance, and any successor to its functions, as designated from time to time by an Authorized Officer.

“Variable Rate Bonds” shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds, the interest rate on which has been fixed for the remainder of the term thereof, shall no longer be Variable Rate Bonds.
Section 2.03 Interpretations

In this Bond Ordinance, unless the context otherwise requires:

(A) Articles, Sections and paragraphs referred to by number shall mean the corresponding Articles, Sections and paragraphs of this Bond Ordinance.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Bond Ordinance refer to this Bond Ordinance or Sections or paragraphs of this Bond Ordinance and the term “hereafter” shall mean any date after the date of enactment of this Bond Ordinance.

(D) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Bond 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 for Bonds in Series

(A) From time to time and for the purposes of:

(1) Providing funds for a Project;

(2) Providing funds for the payment of any bond anticipation note or notes that were issued in anticipation of the issuance and sale of Bonds;

(3) Refunding Prior Bonds, Bonds or other obligations;

(4) Providing funds for the payment of interest due on any Bonds;

(5) Funding any Debt Service Reserve Fund or restoring the value of the cash and securities in any Debt Service Reserve Fund to the amount equal to its Reserve Requirement, and reimbursing amounts owed to any providers of a surety bond, line of credit, insurance policy or letter of credit established pursuant to Section 6.03(E) hereof; and

(6) Paying the costs of issuance of Bonds, including any credit enhancement therefor;

but subject to the terms, limitations and conditions herein, the County Council may authorize the issuance of a Series of Bonds by the enactment of a Series Ordinance, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. The Bonds of each Series shall be issued in fully registered form, without coupons, and may be issued in the form of book-entry bonds. The Bonds may, in addition to the title Anderson County, South Carolina, Special Source Revenue Bonds, 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. Bonds of any Series may be authorized to be issued in the form of Serial Bonds or Term Bonds, with or without mandatory sinking fund payments, or Capital Appreciation Bonds, or a combination of any of them, and may bear interest in whatever manner, payable at whatever frequency as shall be prescribed by the applicable Series Ordinance.

(B) Each Series Ordinance shall include a determination to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for one or more of the purposes enumerated in paragraph (A) above. In addition, in each Series Ordinance the County Council shall specify and determine:

(1) The Date of Issue of such Series of Bonds or method for determining the same and the officials authorized to make such determination;
(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount within such limitation and the officials authorized to make such determination;

(3) Bond Payment Dates and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations, and further provided that the Series Ordinance shall specify a date beyond which the final maturity of such Series shall not extend, which date shall not be longer than 45 years from the Date of Issue;

(4) The purposes for which such Series of Bonds are being issued;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof and the officials authorized to cause such sale;

(7) The interest rate or rates, or the manner of determining such rate or rates and the officials authorized to make such determination, of the Bonds of such Series, including whether and on what terms there shall be entered by the County an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(8) Whether Bonds of a Series shall be sold as Serial Bonds, Term Bonds, or Capital Appreciation Bonds, or a combination thereof, and the officials authorized to determine the portion of a Series of Bonds to be sold as so authorized;

(9) The Redemption Price or Redemption Prices and the redemption date or redemption dates and other terms of redemption, if any, applicable to any of the Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;

(10) The Paying Agent and Registrar for such Bonds or the manner of determining such Paying Agent and Registrar; and, if such Bonds are refunding Bonds, any escrow agent therefor;

(11) The form or forms of the Bonds of such Series;

(12) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(13) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 3.17 hereof;
(14) The Reserve Requirement, if any, for the Series of Bonds authorized thereby, or method for determining the same and the officials authorized to make such determination;

(15) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(16) That an Interest Account and a Principal Account (within the Bond Fund) shall be and a Debt Service Reserve Fund may be established for the Series of Bonds, and that a construction fund be established if applicable, and that a capitalized interest account and/or a cost of issuance account be established as a standalone account or within any such construction fund if interest for any period is to be paid from proceeds of such Series of Bonds; and

(17) Any other provisions or funds deemed advisable by the County for the Bonds and any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same and not in conflict with or in substitution for the provisions of this Bond Ordinance.

Section 3.02 Conditions to Issuance of Bonds of a Series

All Bonds shall be issued in compliance with the following provisions of this Section 3.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on such day or days in the years and amounts prescribed or determined in the manner approved by the Series Ordinance.

(2) Bonds shall bear interest at the rate or rates and be payable on the occasions, prescribed or determined in the manner approved by the Series Ordinance.

(3) Bonds shall be issued for a purpose or purposes set forth in Section 3.01(A) herein.

(4) In the case of the first series of Bonds issued under this Bond Ordinance, such amount of the proceeds from the sale of such series of Bonds, together with such other moneys, if any, that the County determines to apply for such purpose shall on their Date of Issue be applied to pay, defease or otherwise discharge the Prior Bonds in accordance with the requirements of the Prior Bond Ordinances.

(5) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund the amount equal to the applicable Reserve Requirement, there shall be deposited in such Debt Service Reserve Funds such amounts as may be necessary to make the value of the moneys and securities in each Debt Service Reserve Fund equal to the applicable Reserve Requirement, unless:
(a) the Series Ordinance and any previous Series Ordinances shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the “Monthly Series Payments”) so that by the end of 12 months from the date of issuance of such Series of Bonds there shall be in the applicable Debt Service Reserve Fund an amount equal to the applicable Reserve Requirement with respect to such Bonds; and

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made.

(6) Except in the case of the first Series of Bonds issued under this Bond Ordinance or in the event no Bonds are Outstanding:

(a) Pledged Revenues, as calculated by an Authorized Officer, during the most recent Fiscal Year for which audited financial statements of the County are available shall not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding and on such proposed Series of Bonds; or

(b) The County shall have received a rating letter from Moody’s or Standard and Poor’s showing that such Series of Bonds are rated in the “A” category or higher (without regard to modifiers).

In the event that a Series of Bonds is Outstanding and the County determines to issue a note or other obligation in anticipation of the issuance of a Series of Bonds, for the purposes of complying with the additional bonds test established in Section 3.02(6)(a) above, an Authorized Officer shall project the maturity schedule (including rate, term and principal maturities) of the future Series of Bonds that will be used to pay the note or other obligation at maturity; such future Series of Bonds and the accompanying projections shall qualify as a proposed Series of Bonds for purposes of the additional bonds test in Section 3.02(6)(a) herein. The Authorized Officer making the calculations described in this Section 3.02(6)(a) may, but is not required to, rely on a report or calculation of an Auditor.

(7) Without complying with Section 3.02(6), Bonds may be issued for the purpose of refunding any Bonds provided:

(a) the Annual Principal and Interest Requirement of the refunding Bonds shall not exceed 110% of the Annual Principal and Interest Requirement of the refunded Bonds for any Fiscal Year until a time subsequent to the last maturity of Bonds issued prior to the issuance of such refunding Bonds which will remain Outstanding following the issuance of the refunding Bonds;
(b) the additional bonds test prescribed by paragraphs (6)(a) or (b) herein shall be complied with; or

(c) an overall net present value savings (determined using a discount rate equal to the yield of the refunding Bonds) results from the issuance of the refunding Bonds.

(8) If any Series of Bonds shall contain Variable Rate Bonds:

(a) The Series Ordinance shall provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds; and

(b) The liquidity provider for such Bonds shall be rated within the highest two short-term rating categories by any rating agency then rating any Series of Bonds.

(9) All amounts then due under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid.

Section 3.03 Reliance on Certificates

Each of the County, the Trustee and any purchaser of any Bonds shall be entitled to conclusively rely upon certificates of an Authorized Officer or an Auditor, made in good faith, pursuant to any provision of this Bond Ordinance.

Section 3.04 Execution of Bonds

(A) Unless otherwise prescribed by any Series Ordinance, the Bonds shall be executed in the name of and on behalf of the County by the Chairman of County Council, or in his absence another Authorized Officer, the corporate seal of the County shall be impressed or reproduced thereon and the same shall be attested by the Clerk. Such officers may employ facsimiles of their signatures.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 3.05 Authentication

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of
the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any Responsible Officer of the Registrar.

Section 3.06 Medium of Payment

The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America, unless otherwise provided in a Series Ordinance.

Section 3.07 Mutilated, Lost, Stolen or Destroyed Bonds

In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Registrar may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and to the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the County shall pay the same. The County and the Registrar may charge the Holder or owner of such Bond with their reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) in connection with such actions.

Section 3.08 Transfer and Registry; Persons Treated as Owners

(A) As long as any Bonds shall be Outstanding, the County shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar of registration for any particular Series of Bonds. The transfer of each Bond may be registered only upon the registration books of the County kept for that purpose by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the registration or transfer of any Bond, the County shall cause to be issued, subject to the provisions of Section 3.11 hereof, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The County, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder 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 none of the County, the Trustee, the Paying Agent or the Registrar shall be affected by any notice to the contrary.
Section 3.09 Date and Payment Provisions

Unless otherwise provided in any Series Ordinance with respect to Bonds issued thereunder, each Bond of a Series shall be authenticated on such dates as it shall, in each case, be delivered. Each Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication.

Holders of at least $1,000,000 principal amount of Bonds may, by written notice containing wiring instructions filed with the Paying Agent at least 20 days prior to any Bond Payment Date, provide for the payment of the interest on such Bonds by wire transfer to an account at a bank located in the continental United States.

Section 3.10 Transferability of Bonds

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series of like maturity and interest rate of any other authorized denominations; provided that Bonds issued in the form of contractual obligations may be transferred as provided in such contracts.

Section 3.11 Regulations With Respect to Exchanges and Transfer

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Ordinance. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required to register, transfer or exchange Bonds of a Series during the period between a Record Date and its related Bond Payment Date, or to register, transfer or exchange any Bonds called for redemption after the mailing of any notice of redemption of such Bond.

Section 3.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds

Upon the surrender of mutilated Bonds pursuant to Section 3.07 hereof, the surrender of Bonds for exchange or transfer pursuant to Section 3.11 hereof, or upon the surrender of Bonds for payment at maturity or redemption thereof, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Registrar to the County. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance.
Section 3.13 Notice of Redemption

If any of the Bonds, or portions thereof, are called for redemption, the Trustee, shall give notice to the Holders of any Bonds to be redeemed, in the name of the County, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, at least 30 but no more than 60 days prior to the redemption date to each Holder of Bonds to be redeemed, at the address of such Holder recorded on the bond register and to be otherwise given in accordance with, among others, the following requirements:

1. notices must contain, at a minimum, the complete official name of the Bonds, any CUSIP numbers, Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent's name and address and phone number, Trustee's name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Trustee;

2. notices must be sent to Bondholders of $1,000,000 or more, to the Municipal Securities Rulemaking Board, if necessary (via its Electronic Municipal Market Access (EMMA) system, or its successor, as may be amended or modified), and any Securities Depository (if such Bonds are registered in the name of a Securities Depository or the nominee of such Securities Depository) by such method or such other method as is standard in the industry; in addition, any Bondholder holding in excess of $1,000,000 principal amount of Bonds may request the Trustee to send notices to any additional addressee specified;

3. a second notice to Holders of the Bonds must be mailed by the means specified above to any Holder of Bonds who has not presented Bonds for redemption 60 days after the redemption date;

4. notice of redemptions effected by advance refundings must also be given notice in accordance with the above requirements at least 30 days but no more than 60 days prior to the actual redemption date; and

5. CUSIP number identification, if applicable, with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The obligation to provide notice shall not be conditioned upon the prior payment to the Trustee of money or the delivery to the Trustee of Authorized Investments or Government Obligations sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date.

If at the time of mailing of a notice of redemption, there shall not have been deposited with the Trustee moneys sufficient to redeem all the Bonds or portions thereof called for redemption, which moneys are or will be available for redemption of such Bonds, such notice is required to state that it is conditional on the deposit of the redemption moneys with the Trustee.
not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

The failure of the Trustee to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Trustee, or delivery of the Bond for payment on the redemption date.

Any Series Ordinance providing for the issuance of Bonds not registered in the name of a Securities Depository or the nominee of such Securities Depository or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 3.14 Restriction on Optional Redemption

Notwithstanding anything in this Bond Ordinance to the contrary, no optional redemption of Bonds may occur unless all amounts payable by the County owing under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof shall have been paid in full.

Section 3.15 Selection of Bonds to be Redeemed

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the County, Bonds to be redeemed shall be in such order of maturity as selected by the County. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Trustee. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Securities Depository or a Securities Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Securities Depository. If there shall be drawn for redemption less than all of a Bond, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balanced of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination. The procedures for selection of Bonds of a Series for redemption set forth in this Section 3.15 are subject, however, to any alternative provisions set forth in a Series Ordinance applicable to such Series of Bonds.
Section 3.16  Purchase of Bonds

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the County at such time, in such manner and at such price as may be specified by the County. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption, provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Ordinance.

Section 3.17  Bonds in Book-Entry Form

Notwithstanding any other provision of this Bond Ordinance with respect to the form of Bonds to the contrary, a Series Ordinance may provide for the issuance of one or more Series of Bonds solely in fully registered form registerable to a Securities Depository, a Securities Depository Nominee or the beneficial owner of the Bonds. The Series Ordinance may further provide that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in a form satisfactory to an Authorized Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 3.18  Waiver of Certain Provisions

Notwithstanding anything in this Bond Ordinance to the contrary, whenever all of the debt issued or all of the obligations incurred by the County under a Series Ordinance are acquired by and are held by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Ordinance that relates separately to the governance of such Series and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds.

[End of Article III]
ARTICLE IV
SECURITY FOR AND PAYMENT OF BONDS

Section 4.01 Security for Payment of Bonds

Subject to the following priority provisions of this Section 4.01, the County hereby pledges and grants a lien on the Pledged Revenues to the payment of the principal of, redemption premium, if any, and interest on the Bonds. The County has heretofore agreed to the allocation of Park Fees pursuant to the existing Park Agreement and Park Fees are net of any Other Obligations. It is intended that the pledge of the Pledged Revenues made hereby with respect to the Bonds be subject in all respects to the obligation of the County with respect to the Other Obligations. The principal of the Bonds, together with the interest and redemption premium, if any, thereon shall be payable from and secured, subject to the foregoing, by a pledge of the funds deposited, from time to time, in the funds and accounts created hereunder, including the Bond Fund; provided, however, that amounts on deposit in the accounts and subaccounts within the Bond Fund and in the Debt Service Reserve Funds shall be held solely for the benefit of the Series of Bonds for which such accounts, subaccounts or funds were established. Nothing in this Bond Ordinance shall prohibit the County from making a pledge of and lien on the Pledged Revenues which is subordinate and inferior to the pledge and lien made by this Bond Ordinance to secure bonds, notes or other evidences of indebtedness hereafter issued by the County.

Section 4.02 Limited Obligation

The Bonds shall (a) be payable solely from the Pledged Revenues, (b) not be secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County, (c) not be an indebtedness of the County within the meaning of any State Constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license, and (d) not be a pecuniary liability of the County or a charge against the County’s general credit or taxing power. The County is not obligated to pay any of the Bonds or the interest thereon except from the Pledged Revenues.

[End of Article IV]
ARTICLE V
JUNIOR LIEN BONDS

Section 5.01 Right to Issue Junior Lien Bonds; Accession

Notwithstanding that Bonds may be Outstanding, the County may at any time, and without limitation and free of all conditions issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from Pledged Revenues, provided that such pledge granted for such Junior Lien Bonds shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues made or authorized for the Bonds; and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article VIII hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the County may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met. Any such subsequent proceedings adopted by the County Council providing for such accession shall make the findings provided in subparagraphs (1) through (4) and state whether and to what extent a Debt Service Reserve Fund shall be established as set forth in subparagraph (5).

1. The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 3.01(A) hereof.

2. There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Outstanding Bonds or any outstanding Junior Lien Bonds, (b) no default in the performance of any duties required under the provisions of this Bond Ordinance, and (c) no amount owed by the County with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism, except in accordance with Section 3.02(5)(a) hereof.

3. There shall be deposited in the Interest Account and Principal Account for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 6.03 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

4. On the date of accession, the additional bonds tests prescribed by Sections 3.02(6)(a) or (b) hereof shall have been met.

5. In the event such proceedings require a Reserve Requirement to be maintained for such Series of newly-acceded Bonds, then in such event, there shall be on deposit on the date of accession in a Debt Service Reserve Fund an amount equal to the Reserve Requirement established for such Junior Lien Bonds which are being acceded to the status of Bonds.

6. The County shall obtain an opinion of Bond Counsel to the effect that: (a) this Bond Ordinance and the proceedings authorizing such Junior Lien Bonds have been
duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the County and are valid and binding upon, and enforceable against, the County (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Ordinance creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Ordinance.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (8) of Section 3.02 shall have been met.

[End of Article V]
ARTICLE VI

ESTABLISHMENT OF FUNDS

Section 6.01 The Revenue Fund

There shall be established a Revenue Fund, and within the Revenue Fund, a Fee Account and an Other Available Moneys Account, to be maintained by the County, or in the discretion of the County, the Trustee.

Section 6.02 The Bond Fund

(A) There shall be established and maintained a Bond Fund held by the Trustee. Within the Bond Fund, there shall be established an Interest Account and a Principal Account for each Series of Bonds Outstanding. Each Interest Account and Principal Account is intended to provide for the ratable payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into the Interest Account and Principal Account shall be made in the manner prescribed by this Bond Ordinance, including the applicable provisions of Article VII hereof, and, except as herein provided, all money in the respective Interest Account and Principal Account is pledged to and shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose. Each Interest Account and Principal Account shall bear a Series designation as may be necessary to distinguish each Interest Account and Principal Account.

(B) The Bond Fund and each Interest Account and Principal Account thereunder shall be kept in the complete custody and control of the Trustee and withdrawals from the Interest Account and Principal Account shall be made only by such Trustee who shall transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Amounts held by the Trustee due to non-presentment of Bonds on any redemption date must be retained by the Trustee for a period of at least one year after the final maturity of such Bonds.

(C) Moneys in the Bond Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or his designee in Authorized Investments, maturing not later than the date on which such money is required to pay the principal of, premium, if any, and interest on the next occurring maturity of the Bonds. The Trustee shall have no responsibility for the investment of money in the Bond Fund that is not held by the Trustee. Unless otherwise provided in a Series Ordinance, all earnings from such investments shall be added to and become a part of the Bond Fund, Interest Account or Principal Account in which such investments are held, but shall be credited against payments that would otherwise be made to such Account pursuant to the provisions of Section 6.03 hereof.

(D) All monies received by the Trustee as Interest Payment Subsidies shall be deposited in the Interest Account for such Series of Bonds and used to pay debt service on the Series of Bonds with respect to which such Interest Payment Subsidy was received.
(E) The Trustee shall maintain two separate sub-accounts within each Interest Account and Principal Account into which (i) amounts transferred from the Fee Account of the Revenue Fund, and (ii) amounts transferred from the Other Available Moneys Account of the Revenue Fund, respectively, shall be deposited. Within any other Fund or Account created pursuant to this Bond Ordinance, the Trustee may, and at the direction of the County shall, establish additional accounts or sub-accounts.

Section 6.03 The Debt Service Reserve Funds

(A) Each Series Ordinance may create a Debt Service Reserve Fund for the Series of Bonds authorized thereby. Any such Debt Service Reserve Fund shall be for the equal and ratable benefit only of Bonds of that Series. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of, and premium, if any, and interest on, that Series of Bonds, and to provide for the redemption of such Bonds prior to their stated maturities. Any Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement for such Series of Bonds. Unless otherwise provided in a Series Ordinance, money in a Debt Service Reserve Fund shall be used for the following purposes, and for no other:

1. To prevent a default in the payment of the principal of or interest on that Series of Bonds, by reason of the fact that money in the applicable Interest Account and Principal Account is insufficient for such purposes;

2. To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole; or

3. To effect partial redemption of the Bonds of that Series; but subject to the restrictions of Section 3.15 hereof and provided that subsequent to said partial redemption, the market value of the cash and securities in the Debt Service Reserve Fund shall be not less than the Reserve Requirement therefor.

Notwithstanding the foregoing provisions of this Section 6.03 above and as permitted by the Code, if the Debt Service Reserve Fund was funded with cash, then, upon the written consent of the Holder of such Series of Bonds secured by such Debt Service Reserve Fund, the monies in such Debt Service Reserve Fund may be returned to the County prior to the final maturity of such Series. The requirements for and provisions governing any Debt Service Reserve Fund in the remainder of this Bond Ordinance shall, in references to “the Debt Service Reserve Fund,” “the Reserve Requirement” and “the Bonds,” be deemed to refer to each such Debt Service Reserve Fund created by a Series Ordinance, if any, and in each case to the respective Reserve Requirement for the respective Series of Bonds, and to Bonds only of that respective Series and not to any other Bonds.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Bondholders, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Bonds.
(C) Money in a Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of an Authorized Officer or a designee of an Authorized Officer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Except as provided in a Series Ordinance, if as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed its Reserve Requirement, such excess shall either be used to effect partial redemption of Bonds of that Series, or shall be removed from such Debt Service Reserve Fund and, either (i) transferred into the applicable Interest Account or Principal Account, as directed in writing by an Authorized Officer, or (ii) transferred to the Bond Fund, as permitted by the provisions of the Code.

(D) In the event a Series Ordinance requires a Debt Service Reserve Fund to be established for a Series of Bonds, unless otherwise required by such Series Ordinance, the County, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may alternatively satisfy the Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, line of credit, letter of credit or insurance policy equal to the Reserve Requirement therefor.

(E) In the event the amount credited to a Debt Service Reserve Fund under a surety bond, letter of credit, or insurance policy (the “Original Funding Instrument”) also includes amounts available under another surety bond, letter of credit, or insurance policy (the “Additional Funding Instrument”), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the Interest Account or Principal Account. In the event a Debt Service Reserve Fund is funded with both monies and a surety bond, letter of credit, or insurance policy (1) any withdrawals from such Debt Service Reserve Fund shall be made first from such monies (or the liquidation of investments made therewith) and second from such surety bond, line of credit, letter of credit, or insurance policy, and (2) cash deposits to such Debt Service Reserve Fund shall be used first to restore the cash balance and second to reinstate the surety bond, line of credit, letter of credit, or insurance policy. The surety bond, line of credit, letter of credit, or insurance policy shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Debt Service Reserve Fund and applied to the payment of the principal of or interest on the Outstanding Series of Bonds to which such surety bond, line of credit, letter of credit, or insurance policy relates when such payments cannot be made by amounts otherwise credited to such Debt Service Reserve Fund.

Section 6.04 Investments of Funds

Whenever, in the opinion of the County, it becomes desirable to invest money in any of the funds established by this Article (other than the Debt Service Reserve Funds, the Bond Fund, and any capitalized interest account) the County may make Authorized Investments. Earnings resulting from the investment of money in a particular fund shall be deposited into the Fee Account of the Revenue Fund except as otherwise provided in Sections 6.02 or 6.03 hereof.

[End of Article VI]
ARTICLE VII
DISPOSITION OF REVENUES

Section 7.01 Disposition of Funds from the Revenue Fund

So long as any Bonds are Outstanding, funds on deposit in the Revenue Fund shall be applied at the times, in the amounts and for the purposes provided or permitted by this Bond Ordinance. Park Fees shall be deposited upon receipt from time to time by the County to the Revenue Fund. The Park Fees shall be deposited to the Revenue Fund and applied as follows: (A) first, an amount equal to the 15 percent of Park Fees shall be deposited to the Fee Account of the Revenue Fund; and (B) second, the remaining amounts shall be released from the Revenue Fund and applied by the County in the manner provided in the Park Agreement or otherwise as determined by the County. The Park Fees deposited to the Fee Account of the Revenue Fund from time to time are referred to herein as the “Pledged Revenues.”

There shall be deposited to the Other Available Moneys Account of the Revenue Fund such legally available moneys which the County Council in its sole discretion determines to apply for such purpose.

Section 7.02 Payments for Bonds

Provision shall be made for the payment of principal of, premium, if any, and interest on all Bonds then Outstanding without priority of any other Bonds but ratably as to each Series of Bonds. To that end:

(A) On or before the fifteenth day of the calendar month prior to an Interest Payment Date, there shall be transferred to the Interest Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund an amount equal to the installment of interest coming due on the Bonds on such Interest Payment Date, and then, to the extent necessary to pay such installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each Interest Payment Date the amount of interest to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Bonds, or the Trustee is in receipt of any Interest Payment Subsidies, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Interest Fund for other available moneys after each Interest Payment Date shall be returned to the County.

(B) On or before the fifteenth day of the calendar month prior to a Principal Payment Date, there shall be transferred to the Principal Accounts in the following order of priority: first, from the Fee Account of the Revenue Fund an amount equal to the Principal Installment coming due on such Principal Payment Date, and then, to the extent necessary to pay such Principal Installment, from the Other Available Moneys Account of the Revenue Fund (which amounts shall thereafter be credited to the respective sub-accounts therein), so that on each Principal
Payment Date the amount of principal to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the Principal Installment to become due on the respective Series of Bonds, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings or otherwise, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly. Amounts on deposit in the sub-account of the Principal Account for other available moneys after each Principal Payment Date shall be returned to the County.

Section 7.03  Deposits for the Debt Service Reserve Funds - Valuation

Deposits shall next be made from the Fee Account of the Revenue Fund in the amounts required by this Section 7.03 or Section 3.02(5) into the respective Debt Service Reserve Funds. The Trustee shall calculate the value of the cash and securities in each Debt Service Reserve Fund 45 days prior to each Bond Payment Date in order to determine if each Debt Service Reserve Fund contains the Reserve Requirement therefor, and the extent to which payments therefor or withdrawals must be made therefrom, and the timing thereof, pursuant to this Bond Ordinance and the respective Series Ordinances. To the extent the Trustee determines that a deficiency exists, but such deficiency is solely the result of accounting practices governing the valuation of securities in the Debt Service Reserve Fund, the Trustee may alternatively calculate the value of the securities in each Debt Service Reserve Fund as of the maturity date of such securities, so long as such securities mature on or prior to the Bond Payment Date. Unless a Debt Service Reserve Fund is being funded pursuant to Section 3.02(5)(a) of this Bond Ordinance or then contains in cash and securities (or a surety bond, insurance policy, or letter of credit as herein described) an amount at least equal to its Reserve Requirement, unless otherwise provided in the Series Ordinance, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the 24 months following a determination of a deficiency in such Debt Service Reserve Fund one-twenty-fourth of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the County from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the County in the same manner and on a parity with the payments described in this Section 7.03 or as provided in an insurance agreement or applicable Series Ordinance.

The market value of any Authorized Investments in a Debt Service Reserve Fund shall be calculated as follows:

(1) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if published therein, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at
such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) as to any investment not specified above, the value thereof established by prior agreement between the County and the Trustee.

Section 7.04 Reimbursement of Interest on Amounts Advanced by Credit Providers for the Debt Service Reserve Fund

Provision shall then be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 6.03(D) hereof.

Section 7.05 Payments for Junior Lien Bonds

Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 7.06 Use of Surplus Money in Fee Account of the Revenue Fund

In any Bond Year, at such time as the Fee Account of the Revenue Fund and the Interest Account and the Principal Account of the Bond Fund in the aggregate have on deposit therein an amount equal to the amounts required to be paid pursuant to Sections 7.02 through 7.05 for the then current Bond Year, then any excess amount on deposit in or thereafter deposited to the Fee Account of the Revenue Fund in such Bond Year shall be released from the Fee Account of the Revenue Fund and applied by the County in the manner provided in the Park Agreement or as otherwise determined by the County.

[End of Article VII]
ARTICLE VIII
COVENANTS

Section 8.01  Covenants

So long as Bonds are outstanding, the County further covenants and agrees to abide by all covenants, undertakings, and provisions contained in this Bond Ordinance and in any Series Ordinance related to any Bond issued hereunder, including the following:

(A)  *To Pay Annual Debt Service.* The County covenants and agrees to punctually pay, or cause to be paid, out of Pledged Revenues, and special funds created hereunder, the Debt Service on any Bonds Outstanding at the place, on the dates, and in the manner provided herein.

(B)  *No Superior Pledge.* The County will not pledge, mortgage, or otherwise encumber the Pledged Revenues therefrom except in the manner herein authorized.

(C)  *Records and Audits.* The County recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the Park Fees and Pledged Revenues, the fiscal affairs of the County, and matters incident to each. To that end, the County hereby covenants and agrees that it will all times maintain proper books of records. The County further covenants and agrees that so long as any Bonds are Outstanding, it will, not later than 210 days after the close of each Fiscal Year, cause to be made and completed by the Auditors, an audit of the records, books and accounts pertaining to the County, made in accordance with Accounting Principles, showing aggregate Park Fees and Pledged Revenues; and that it will furnish a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Ordinance noted by the Auditor, and such other matters as to them seem pertinent.

(D)  *Covenants related to the Park Agreement.* The County shall promptly perform the duties and obligations imposed and assumed by it in accordance with the terms and provisions of the Park Agreement. The County covenants and agrees to take all reasonable action necessary to enforce the Park Agreement in accordance with its terms and shall not terminate the Park Agreement or materially reduce the properties therein unless it shall first provide to the Trustee a certificate executed by an Authorized Officer stating: (a) that, after consideration of the reduction in the Pledged Revenues resulting from the termination of any specific Park Agreement or reduction of any property therein, the amount of Pledged Revenues for the prior consecutive 12 months of Fiscal Year, in his discretion, would not be less than 120% of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding. Nothing in this Bond Ordinance shall limit the County’s ability to grant or agree to Special Source Revenue Credits.

(E)  *Priority of Pledge.* Except as otherwise provided in this Bond Ordinance, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or other obligations authorized or permitted hereby to be secured by a pledge of the Pledged Revenues or funds created hereunder.
(F) **Federal Tax Covenant.** The County covenants and agrees with the Holders of any Bonds the interest on which was intended at their time of issuance to be exempt from taxation for federal income tax purposes, that it will not make any use of, and it shall direct the Trustee and each Fiduciary not to make any use of, the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code. Further, as to any Series of Bonds that the interest on which was intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Series of Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government.

(G) **Covenant to Consider Appropriation of Lawfully Available Funds.** In adopting the budget for each Fiscal Year, the County shall determine whether it expects to have sufficient Pledged Revenues to make, in such Fiscal Year, the payments and transfers agreed to pursuant to Sections 7.02 through 7.05 of this Bond Ordinance. If the County does not expect to have sufficient Pledged Revenues for such purpose, County Council shall consider a budgetary appropriation from legally available funds in an amount that together with funds on deposit in the Fee Account of the Revenue Fund, the Bond Fund, and any Debt Service Reserve Fund will be sufficient to provide for the interest and Principal Installments on the Bonds in such Fiscal Year. Any such lawfully appropriated funds shall be deposited to the Other Available Moneys Account of the Revenue Fund not later than the fifteenth (15th) day prior to the Bond Payment Date for which they are needed. In considering such budgetary appropriation, the County Council may in its sole discretion determine not to make the budgetary appropriation (a “Determination of Nonappropriation”) described above and such Determination of Nonappropriation shall not constitute an Event of Default under this Bond Ordinance, nor shall the County have any obligation to enact such appropriation.

(H) **Amounts Derived from Legislative Appropriation.** Wherever in this Bond Ordinance there is a statement to the effect that the County may apply such other legally available moneys as the County Council shall in its discretion determine to apply for a purpose, or words of similar import, such application shall be made by County Council applying its legislative discretion in determining whether to apply such moneys. Any payment from other available moneys described in this Bond Ordinance shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the County, nor shall anything contained in this Bond Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the County Council. Any such budgetary appropriation shall be subject in all respects to the discretion of County Council, and any failure to make such an appropriation, notwithstanding any provision of this Bond Ordinance to the contrary, shall not constitute a default or Event of Default under this Bond Ordinance.
(I) **Closing of Prior Bond Ordinances.** From and after the Date of Issue of the first series of Bonds under this Bond Ordinance, no additional bonds shall be issued pursuant to the Prior Bond Ordinances.

[End of Article VIII]
ARTICLE IX

MODIFICATION OF ORDINANCE

Section 9.01  Modification without Bondholder Approval

(A) Provided always that the security of the Bonds shall not be diminished, or in any manner impaired, the County Council may for any one or more of the following purposes at any time, or from time to time, enact an ordinance, supplementing this Bond Ordinance, which supplemental ordinance shall be fully effective in accordance with its terms:

1. to provide for the issuance of a Series of Bonds in accordance with Article III of this Bond Ordinance;

2. to add to the covenants and agreements of the County in this Bond Ordinance, other covenants and agreements thereafter to be observed;

3. to surrender any right, power or privilege reserved to or conferred upon the County by this Bond Ordinance;

4. to cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Ordinance; and

5. for any other purpose which, in the opinion of Bond Counsel, does not materially affect the interests of the Bondholders.

(B) It is further provided that such supplemental ordinance shall not become effective until a copy thereof, duly certified, shall have been filed in the office of the Clerk of Court for the County. The Trustee will promptly give notice of enactment and a copy of any modification made hereunder to any Insurer.

Section 9.02  Modification with Bondholder Approval

The rights and duties of the County and the Bondholders and the terms and provisions of this Bond Ordinance may be modified or altered in any respect by an ordinance enacted by the County Council with the consent of the Holders of 51% in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, if any, of each such Series of Bonds, such consent to be evidenced in such manner as may be acceptable to the Trustee, however no such modification or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

1. Effect a change as to the type of currency in which the County is obligated to effect payment of the principal, interest and redemption premium of any Bond;

2. Permit the creation of a pledge of the Pledged Revenues prior to or equal to the Bonds except as may be permitted under the provisions of this Bond Ordinance;
(3) Permit preference or priority of any Bonds to others;

(4) Alter or modify the provisions of Section 3.02 or of Articles IV, VI, and VII]hereof; or

(5) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Ordinance.

Section 9.03 Procedure for Procuring Bondholder Approval

The County and the Trustee may rely upon the registry books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made pursuant to Section 9.02 shall not become effective until (1) there has been filed with the Clerk of Court for the County and with the Trustee a copy of such amendatory ordinance hereinabove provided for, duly certified, and (2) proof of consent to such modification by the Holders (depending on the type of type of type of modification) of (A) 51% in principal amount of the Bonds of each Series then Outstanding or (B) all Bonds Outstanding, shall be filed with the Trustee. In the event that any Series of Bonds are held under a book-entry system pursuant to Section 3.17, the approvals of Bondholders may be obtained in the manner provided in the agreement with the Securities Depository.

Section 9.04 Notice to Rating Agencies

Any Rating Agency rating a Series of Bonds shall be provided notice by the County and a copy of any amendment to this Bond Ordinance or to any Series Ordinance within 15 days of its execution or enactment; notice electronically filed on the Municipal Securities Rulemaking Board’s EMMA system shall be deemed sufficient upon such filing for purposes of this Section 9.04.

[End of Article IX]
ARTICLE X

EVENTS OF DEFAULT

Section 10.01  Events of Default

Each of the following events is hereby declared to be an “Event of Default”:

(1) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(2) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(3) An order or decree shall be entered with the consent or acquiescence of the County appointing a receiver, or receivers of the County, or of the Park Fees or any part thereof, or any proceedings shall be instituted with the consent or acquiescence of the County for the purpose of effecting a composition between the County and its creditors whose claims relate to the Park Fees or any part thereof, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the County, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the County, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders;

(4) The occurrence of an event of default on the part of the County under any reimbursement agreement between the County and a provider of a surety bond, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof; and

(5) Such other events of default as may be specified in a Series Ordinance.

In determining whether a default in payment has occurred under paragraphs (1) or (2) of this Article and in determining whether a payment on Bonds has been made under any other provision of this Bond Ordinance, no effect shall be given to payments made under a Municipal Bond Insurance Policy.

[End of Article X]
ARTICLE XI

REMEDIES

Section 11.01 Acceleration; Annulment of Acceleration

(A) Upon the occurrence of an Event of Default pursuant to Sections 10.01(1) or (2), the Trustee may, and shall, upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding, by notice in writing to the County, declare all Bonds Outstanding immediately due and payable, and such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Ordinance to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Ordinance, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

1. Moneys shall have been deposited in the Bond Fund sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;
2. Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;
3. All other amounts then payable by the County hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and
4. Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 11.02 Additional Remedies and Enforcement of Remedies

(A) Upon the occurrence and continuance of any Event of Default, subject to the provisions of Section 14.01 hereof, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Ordinance by such suits,
actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Seeking a writ of mandamus, requiring the County to carry out its duties and obligations under the terms of this Bond Ordinance and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the County to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Ordinance including the right to make application for the appointment of a receiver.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, and upon receipt of assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee’s sole discretion, shall institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Ordinance by any acts which may be unlawful or in violation of this Bond Ordinance; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Ordinance and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

(C) When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 11.03 Application of Pledged Revenues and Other Moneys After an Event of Default

(A) The County covenants that if an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the County which are credited to any fund under this Bond Ordinance. Any moneys and securities in any
construction fund created with proceeds of Bonds if construction of the projects to be paid for thereby has been completed or terminated but exclusive of any amounts remaining in such construction fund that are in dispute between the County and any contractor. However, any monies in an Interest Account, a Principal Account or a Debt Service Reserve Fund shall be applied only toward a Series of Bonds for which such Debt Service Reserve Fund was established; and

(2) As promptly as practicable after receipt thereof, all Park Fees required to be deposited to the Fee Account of the Revenue Fund shall be so deposited.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Pledged Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee and its reasonable counsel fees and expenses;

(2) To the payment of the interest and principal (and redemption premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) Second: To the payment to the persons entitled thereto of the unpaid Principal Installments (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the
persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(4) To the payment of the amounts required by Section 7.03, ratably, according to the amounts due thereon to the persons entitled thereto;

(5) To the payment of the amounts required by Section 7.04, ratably, according to the amounts due thereon to the persons entitled thereto; and

(6) To the payment of the amounts required by Section 7.05, ratably, according to the amounts due thereon to the persons entitled thereto.

Section 11.04 Remedies Not Exclusive

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Ordinance or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 11.05 Remedies Vested in Trustee

All rights of action (including the right to file proof of claims) under this Bond Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 11.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 11.06 Majority of Bondholders Control Proceedings

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Ordinance to the contrary, the Holders of at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Ordinance or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Ordinance (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 11.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Ordinance which it may deem proper and which is not inconsistent with such direction by Bondholders.
Section 11.07 Individual Bondholder Action Restricted

(A) No Holder of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Bond Ordinance or for the execution of any trust hereunder or for any remedy under this Bond Ordinance unless:

(1) An Event of Default has occurred:

   (a) under paragraph (1) or (2) of subsection (A) of Section 10.01 hereof;

   (b) as to which a Responsible Officer of the Trustee has actual notice;

   (c) as to which the Trustee has been notified in writing.

(2) The Holders of at least 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Ordinance or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have provided assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee's sole discretion; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Ordinance or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Ordinance shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.
Section 11.08  Termination of Proceedings

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the County, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 11.09  Waiver and Nonwaiver of Event of Default

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XI to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Ordinance, or before the completion of the enforcement of any other remedy under this Bond Ordinance.

(C) Notwithstanding anything contained in this Bond Ordinance to the contrary but subject to the provisions of Section 14.01 hereof, the Trustee, upon the written request of the Holders of at least 51% of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of at least 51% in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 11.01 hereof or subsection (B) of this Section 11.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the County, the Trustee, each Insurer and the Bondholders shall be restored to their former positions and rights under this Bond Ordinance, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 11.09.

Section 11.10  Notice of Events of Default

(A) Within 30 days after:

(1) The receipt of notice of an Event of Default as provided in Section 11.07(A)(1)(b) or (c) hereof; or
(2) The occurrence of an Event of Default under paragraphs (1) or (2) of Section 10.01 hereof, as to which the Trustee shall be deemed to have notice, the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Insurer of any Series of Bonds then Outstanding, if any, and to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal of, together with premium, if any and interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the County and each Insurer of any Series of Bonds then Outstanding of any Event of Default actually known to a Responsible Officer of the Trustee.

[End of Article XI]
ARTICLE XII

TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 12.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee

Prior to the delivery of any Bonds pursuant to this Bond Ordinance, the County shall appoint the Trustee and the Paying Agent and the Registrar for such Bonds. Such appointment shall be made by means of the Series Ordinance adopted by the County Council in connection with the issuance of the first Series of Bonds pursuant to this Bond Ordinance. Each of the Trustee, the Paying Agent and the Registrar shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder.

Section 12.02 Functions of Trustee

The Trustee shall have the following additional functions:

(A) To act as custodian of the Bond Fund;

(B) Except as otherwise provided herein, to act as custodian of the Debt Service Reserve Funds, if any;

(C) Except as otherwise prescribed by any Series Ordinance, to act as Paying Agent for each Series of Bonds;

(D) Unless otherwise prescribed by any Series Ordinance, to act as Registrar for each Series of Bonds, to authenticate the Bonds of all Series that may be issued, and to maintain a set of registration books therefor, which shall at all times accurately reflect the names and addresses of all those who may be Holders of any Bonds;

(E) To make reports to the County on a monthly or such other basis as may be requested by the County, but not less often than semi-annually:

   (1) Establishing balances on hand;
   (2) Listing investments made for any fund handled by the Trustee;
   (3) Establishing the market value of the Debt Service Reserve Funds; and
   (4) Listing all securities, if any, pursuant to Section 12.13 hereof.

Section 12.03 Duty of Trustee with Respect to Deficits in the Debt Service Fund

It shall be the further duty of the Trustee to give written notice to the County three Business Days prior to each Bond Payment Date, if there is any deficiency in any Interest
Account or Principal Account for any Series of Bonds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to the respective Debt Service Reserve Fund to meet such deficiency.

Section 12.04 Acceptance by Trustee Required

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 12.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Ordinance, by executing and delivering to the County a written acceptance thereof.

Section 12.05 Liability as to Recitals in Bond Ordinance and Bonds

The recitals of fact made in this Bond Ordinance and in the Bonds shall be taken as statements of the County, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under any responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 12.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 12.07 Trustee Permitted to Resign

The Trustee may, at any time, resign and be discharged of its duties and obligations hereunder by giving to the County and the Bondholders written notice of such resignation, specifying a date (not less than 60 days after such notice) when such resignation is intended to take effect. Such resignation shall take effect immediately upon but not before the appointment and qualification of such successor. If after 60 days no successor has been appointed, the Trustee may petition a court of competent jurisdiction to appoint a successor.

Section 12.08 Removal of Trustee

(A) The Trustee may be removed at any time by the Holders of not less than 51% of the principal amount of Bonds at such time Outstanding upon 30 days written notice to the Trustee.
Provided an Event of Default has not occurred and is not continuing, the Trustee may be removed at any time by the County upon 30 days written notice to the Trustee.

Any such removal shall take effect immediately (after the 30-day notice period) upon, but not before the appointment and qualification of such successor.

Section 12.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by an ordinance of the County duly enacted. Such successor shall in all instances be a bank or a trust company, and duly chartered pursuant to the laws of the United States or of any state and shall have a combined capital and surplus of not less than $500,000,000.

(B) Immediately following such appointment the County shall give written notice of such appointment to the Bondholders and any Registrar or Paying Agent other than the Trustee.

Section 12.10 When Bondholder May Seek Successor Trustee

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 12.09, any Bondholder, the resigning or removed Trustee may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 12.11 Acceptance by Successor Trustee

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the County a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the County, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 12.12 Effect of Trustee Merging with Another Bank

Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if
the County shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the County may at any time within 30 days after such action name a new Trustee (with the qualifications prescribed by Section 12.09 hereof) in lieu of the Trustee then acting.

Section 12.13 Trustee to Secure Funds and Securities Held in Trust

Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be invested in Authorized Investments at the written direction of the County.

Section 12.14 Disposition of Paid Bonds

It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the County indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the County setting forth the disposition made of the Bonds so canceled.

Section 12.15 Appointment of Substitute Registrar and Paying Agent

The County may, from time to time, appoint a Registrar or Paying Agent to act in the place and stead of the Trustee as Registrar or Paying Agent of the Bonds of one or more Series. The County shall cause written notice of such appointment to be mailed to the Holders of all Bonds affected by such appointment 30 days prior to the effective date of such appointment.

Section 12.16 Additional Provisions Regarding the Trustee

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Ordinance, and no implied covenants or obligations should be read into this Bond Ordinance against the Trustee. If any Event of Default under this Bond Ordinance shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Bond Ordinance and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

The Trustee agrees to perform the trust functions provided herein upon and subject to the following expressed terms and conditions:

(A) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care.
(B) The permissive items assigned to the Trustee as enumerated herein shall not be construed as a duty.

(C) The Trustee shall not be accountable for the use or application by the County of any money paid over by the Trustee in accordance with the provisions of this Bond Ordinance.

(D) Before taking any action under this Bond Ordinance relating to an Event of Default or in connection with its duties under this Bond Ordinance other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by this Bond Ordinance, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including legal fees, costs and expenses) and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken.

(E) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(F) None of the provisions of this Bond Ordinance shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds cannot be assured to the Trustee’s satisfaction.

(G) So long as investments are made in Authorized Investments, the Trustee may conclusively rely upon the County’s written instructions as to both the suitability and legality of all investments directed hereunder. To the extent invested in Authorized Investments, the Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge reasonable fees for such trades, including cash sweep accounts. Notwithstanding anything to the contrary herein, in the absence of written investment instructions from the County, the Trustee shall not be responsible or liable for keeping moneys held by it hereunder fully invested. While invested in Authorized Investments, the Trustee shall not be liable for any losses from such investments. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

(H) The Trustee shall have no duty to review or analyze any financial statements delivered to it hereunder (including the audit required by Section 9.02 hereof) or verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein.
(I) The County shall pay to the Trustee reasonable compensation for all services performed by it hereunder and also its reasonable expenses, charges and other disbursements and the fees, costs, and expenses of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder. If the Trustee is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Trustee shall notify the County of same in writing. Payment for such extraordinary fees, costs and expenses (including but not limited to reasonable attorney’s fees, costs and expenses) shall be made promptly by the County only after said notice.

(J) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Bond Ordinance arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: acts of God; earthquakes; fire; flood; hurricanes or other catastrophic storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(K) Upon request from any Bondholder and absent any further direction or consent of the County, the Trustee may disseminate a copy of the financial statements to such requester.

[End of Article XII]
ARTICLE XIII
DEFEASANCE

Section 13.01  Defeasance Generally

Subject to the provisions of any Series Ordinance, if all of the Bonds issued pursuant to this Bond Ordinance and any other amounts required to be paid to a provider of a surety bond, line of credit, insurance policy or letter of credit hereunder shall have been paid and discharged, then the obligations of the County under this Bond Ordinance, the pledge of Pledged Revenues made hereby, and all other rights granted hereby shall cease and determine.

Subject to the provisions of any Series Ordinance, Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof.

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred and thereafter tender of such payment shall have been made, and the Trustee shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment.

(C) If the County shall have deposited with the Trustee, or any other bank or trust company which would otherwise meet the chartering and capital and surplus requirements contained in Section 12.09(A) hereof, in irrevocable trust money or Defeasance Obligations, the principal of and interest on which when due (without reinvestment thereof) will, as certified in a verification report provided by an independent entity providing such services and selected by the County, provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium, if any, due and to become due on and prior to the maturity, or, if the County has irrevocably elected to redeem Bonds, on and prior to the redemption date, of such Bonds.

Section 13.02  Money to be Held in Trust - When Returnable to the County

Any money which at any time shall be deposited with the Trustee or other escrow holder authorized under Section 13.01(C), by or on behalf of the County, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee or such other escrow holder in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee or such other escrow holder to forthwith return said funds to the County.
Section 13.03  Deposits with Trustee Subject to Conditions of Article XIII

The County covenants and agrees that any money which it shall deposit with the Trustee shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that 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 Trustee to cause the publication of such notice of redemption in its name and on its behalf.

Section 13.04  No Defeasance of Series of Bonds Paid by Insurer

In the event that the principal and/or interest due on a Series of Bonds shall be paid by an Insurer pursuant to a Municipal Bond Insurance Policy, such Series of Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County until the Insurer has been reimbursed in full therefor in accordance with the terms of the Municipal Bond Insurance Policy, and the assignment and pledge of the Pledged Revenues and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered Holders.

[End of Article XIII]
ARTICLE XIV
MISCELLANEOUS

Section 14.01 Miscellaneous Rights of an Insurer

(A) Notwithstanding any provision of this Bond Ordinance to the contrary, each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Ordinance shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings. Additionally, this paragraph (A) shall be effective only in the event the Insurer’s Municipal Bond Insurance Policy results in the applicable Series of Bonds being rated at least investment grade by either Standard & Poor’s or Moody’s.

(B) Any provision of this Bond Ordinance expressly recognizing or granting rights in or to an Insurer may not be amended in any manner which affects the rights of such Insurer hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders’ rights thereunder, including the registered Holders’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Registrar shall note Insurer’s rights as subrogee on the registration books of the County maintained by the Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer’s rights as subrogee on the registration books of the County maintained by the Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be “Outstanding” under this Bond Ordinance and (ii) the assignment and pledge of the Pledged Revenues and all covenants, agreements and other obligations of the County to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer’s Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Ordinance or of any applicable Series Ordinance may not be terminated as long as there are any moneys owed to an Insurer under such terms and provisions of this Bond Ordinance or the applicable Series Ordinance or any agreement between such Insurer and the County.
Section 14.02  Purpose of Covenants in Bond Ordinance

Every covenant, undertaking and agreement made on behalf of the County, as set forth in this Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the County and the Bondholders and shall be enforceable accordingly. In this connection, any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 6.03(D) hereof may enforce the terms, conditions and obligations under this Bond Ordinance as a third party beneficiary hereunder. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County, an insurer, the Trustee, the Registrar, the Paying Agent and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, an Insurer, the Trustee, and the registered owners of the Bonds.

Section 14.03  Severability

If any Section, paragraph, clause or provision of this Bond Ordinance shall be held invalid, the invalidity of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 14.04  Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds

If it shall be held by any court of competent jurisdiction that any right or remedy granted by the Bond Ordinance or any Series Ordinance to the Holders of any Bond is not available to the Holders of all other Bonds, then such rights and remedies are herewith conferred upon the Holders of such other Bonds.

Section 14.05  Authorization to Sign

For purposes of all consents and other necessary documentation associated with the issuance of Bonds, any of the Authorized Officers and the Clerk shall be authorized to sign on behalf of the County and the County Council.

Section 14.06  Repealing Clause

All resolutions, or parts thereof, inconsistent herewith shall be and the same are hereby repealed to the extent of such inconsistencies.
Section 14.07  Governing Law

The provisions of this Bond Ordinance shall be governed by the laws of the State, without regard to conflict of law principles.

Section 14.08  Date Effective

The provisions of this Bond Ordinance shall become effective as of enactment.

[End of Article XIV]
DONE IN MEETING DULY ASSEMBLED, this 20th day of November, 2018.

(SEAL)

ATTEST: ANDERSON COUNTY, SOUTH CAROLINA

________________________________________________________
Rusty Burns                                                Tommy Dunn, Chairman
Anderson County Administrator                              Anderson County Council

________________________________________________________
Lacey Croegaert                                             
Anderson County Clerk to Council

APPROVED AS TO FORM:

________________________________________________________
Leon C. Harmon                                              
Anderson County Attorney

First Reading:  September 18, 2018
Second Reading:  October 16, 2018
Third Reading:  November 20, 2018
Public Hearing:  November 20, 2018
ORDINANCE NO. 2018-043

A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS ($28,750,000); AND OTHER MATTERS RELATING THERETO.

2018 Series Ordinance

Enacted November 20, 2018
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NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings

Incident to the enactment of this series ordinance (this “2018 Series Ordinance”), and the issuance of the bonds provided for herein, the County Council of Anderson County (the “County Council”), the governing body of Anderson County, South Carolina (the “County”), finds that the facts set forth in this Article exist and the following statements are in all respects true and correct:

(1) The County Council has made general provision for the issuance from time to time of Special Source Revenue Bonds (the “Bonds”) of the County by a bond ordinance entitled, “A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” enacted by the County Council on __________, 2018 (the “Bond Ordinance”). Terms with initial capitals and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Ordinance.

(2) It is provided in and by the Bond Ordinance that, upon enactment of a “Series Ordinance,” there may be issued one or more series of Bonds for the purposes of the Enabling Act.

(3) The County currently has the following indebtedness outstanding payable from the Park Fees:

(a) the $5,800,000 original principal amount Special Source Revenue Bond, Series 2006 (the “Series 2006 Bond”), currently outstanding in the principal amount of $1,350,000;

(b) the $2,700,000 original principal amount Special Source Revenue Bond, Series 2007 (the “Series 2007 Bond”), currently outstanding in the principal amount of $850,000;

(c) the $1,570,000 original principal amount Special Source Revenue Bond, Series 2008A (the “Series 2008A Bond”), currently outstanding in the principal amount of $1,010,000; and

(d) the $3,545,000 original principal amount Special Source Revenue Bond, Series 2014A (the “Series 2014A Bond” together with the Series 2006 Bond, the Series 2007 Bond, the Series 2008A Bond, are collectively referred to as the “Prior Bonds”), currently outstanding in the principal amount of $730,000.

The Prior Bonds were authorized by and issued pursuant to the authorizations of General Bond Ordinance No. 2004-041 enacted by the County Council on November 4, 2004, and various ordinances supplemental thereto (collectively, the “Prior Bond Ordinances”). The County is now minded to make provision for the refunding and defeasance under the Prior Bond Ordinances of all of the outstanding principal amounts of the Prior Bonds (the “Refunded Bonds”).

Ordinance 2018-043
The County has determined to issue the Series 2018 Bonds (as defined herein) to: (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on such Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 Bonds; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the Series 2018 Bonds.

The Series 2018 Bonds shall be issued under the terms of the Bond Ordinance as a Series of Bonds thereunder.

By reason of the foregoing, the County has determined to enact this 2018 Series Ordinance in accordance with the terms and provisions of the Bond Ordinance in order to issue the Series 2018 Bonds for the purposes described in Paragraph 4 above.

Section 1.02 Determinations Required by Section 3.01(B) of the Bond Ordinance

The County Council hereby specifies and determines that:

(1) the Date of Issue of the Series 2018 Bonds shall be the date that the Series 2018 Bonds are executed and delivered as provided in Section 4.01 of this 2018 Series Ordinance;

(2) the exact principal amount of the Series 2018 Bonds shall be determined by an Authorized Officer at the closing thereof; provided, however, that the aggregate principal amount of the Series 2018 Bonds shall not exceed $28,750,000 and further provided that the proceeds thereof shall not exceed the amount necessary for the purposes specified at Section 3.02 hereof;

(3) the dates for payment of interest on the Series 2018 Bonds, and the dates of maturity, not to exceed thirty (30) years, and the amounts thereof, shall be determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(4) the Series 2018 Bonds are to be issued for the purposes set forth at Section 3.02 hereof;

(5) the title and designation of the Series 2018 Bonds shall be as set forth at Section 3.01 hereof.

(6) the Series 2018 Bonds shall be sold in accordance with, and by an Authorized Officer as prescribed at, Article VI hereof;

(7) the Series 2018 Bonds shall bear interest at rates as determined by an Authorized Officer through the sale procedures of Article VI hereof, and the County will not enter into any interest rate swap or similar transaction with respect to the Series 2018 Bonds;

(8) the Series 2018 Bonds shall be issued as Serial Bonds or Term Bonds, as determined by an Authorized Officer at the closing of the Series 2018 Bonds;

(9) the redemption prices and dates applicable to the Series 2018 Bonds shall be as determined by an Authorized Officer at the closing of the Series 2018 Bonds;

Ordinance 2018-043
Branch Banking and Trust Company (the “Trustee”) shall serve as Trustee, Paying Agent and Registrar for the Series 2018 Bonds;

the Series 2018 Bonds shall be in the form as provided at Section 3.09 hereof;

the initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially “R-” numbered for identification; and shall be issued in $5,000 denominations or any multiple thereof;

the Series 2018 Bonds may be issued in book-entry form as permitted by Section 3.17 of the Bond Ordinance at the discretion of an Authorized Officer;

no Reserve Requirement is applicable as no Bonds are currently Outstanding;

no Series Debt Service Reserve Fund is contemplated to be established in connection with the Series 2018 Bonds, and thus no Series Reserve Requirement is anticipated to be established, however if the Authorized Officer determines that a Series Debt Service Reserve Fund shall assist the County in obtaining more advantageous terms, he may establish both a Series Debt Service Reserve Fund and establish a Series Reserve Requirement;

the proceeds of the Series 2018 Bonds shall be applied as set forth at Article V hereof;

the 2018 Principal Account and 2018 Interest Account, each accounts of the Bond Fund, are established pursuant to Section 3.06 hereof; the 2018 Project Fund and 2018 COI Account are established pursuant to Section 5.02 hereof; and

the County estimates that the cost of the 2018 Project, exclusive of financing and related costs, will be approximately $24,000,000, and the cost of the Refunding will be approximately $4,000,000.

[End of Article I]
ARTICLE II
DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions

(a) Except as provided in subsection (b) below, all capitalized terms which are defined in Section 2.01 of the Bond Ordinance shall have the meanings given the same in this 2018 Series Ordinance.

(b) As used in this 2018 Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"2018 COI Account" shall mean that account created within the 2018 Project Fund pursuant to Section 5.02 hereof.

"2018 Debt Service Reserve Fund" shall mean the fund of that name established by this 2018 Series Ordinance pursuant to Section 7.05 of the Bond Ordinance.

"2018 Interest Account" shall mean the 2018 Interest Account of that name established by this 2018 Series Ordinance pursuant to Section 6.02 of the Bond Ordinance.

"2018 Principal Account" shall mean the 2018 Principal Account of that name established by this 2018 Series Ordinance pursuant to Section 6.02 of the Bond Ordinance.

"2018 Project" shall mean the project defined at Section 1.01(4) hereof.

"2018 Project Fund" shall mean the fund created at Section 5.02 hereof.

"2018 Reserve Requirement" if any, shall mean an amount determined by an Authorized Officer in compliance with the provisions and requirements of the Code.

"2018 Series Ordinance" shall mean this 2018 Series Ordinance of the County Council.

"Authorized Officer" shall have the meaning ascribed thereto in the Bond Ordinance, but for purposes of making the determinations provided for under Article III of this 2018 Series Ordinance, the County Administrator shall constitute the sole Authorized Officer.

"BAN Act" means Title 11, Chapter 17 of the South Carolina Code.

"Series 2018 Bonds" shall mean the Series of Bonds authorized and designated by Section 3.01 of this 2018 Series Ordinance.

[End of Article II]
ARTICLE III
Authorization And Terms of the Series 2018 Bonds

Section 3.01 Principal Amount; Designation of Series 2018 Bonds

Pursuant to the provisions of the Bond Ordinance, one or more Series of Bonds of the County entitled to the benefits, protection, and security of the provisions of the Bond Ordinance is hereby authorized in the aggregate principal amount of not exceeding Twenty Eight Million Seven Hundred Fifty Thousand Dollars ($28,750,000); such Bonds so authorized shall be designated the “Anderson County, South Carolina Special Source Revenue Bonds, Series 2018” (the “Series 2018 Bonds”). As determined by the Authorized Officer, the Series 2018 Bonds may be sold as a single Series, or from time to time in multiple Series bearing any such designation as appropriate. References herein to the Series 2018 Bonds shall include all Series of Bonds authorized by this 2018 Series Ordinance. Any Series of the Series 2018 Bonds issued as taxable obligations shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Purposes of the Series 2018 Bonds

The Series 2018 Bonds are authorized for the principal purposes of:

(1) defraying all or a portion of the cost of the 2018 Project, or refinancing the same;

(2) pay all or a portion of the interest coming due on such Series 2018 Bonds for a period not to exceed three years from the date of issuance of the applicable Series 2018 Bonds;

(3) effecting a refunding of the Refunded Bonds;

(4) funding the 2018 Debt Service Reserve Fund, if any, in an amount equal to the 2018 Reserve Requirement in a manner permitted by the Bond Ordinance; and

(5) paying certain costs and expenses relating to the issuance of the Series 2018 Bonds.

Section 3.03 Date of Issue; Interest Rates; Maturity; Redemption

The Date of Issue of the Series 2018 Bonds shall be the date of delivery thereof, or such other date as designated by the Authorized Officer. The Series 2018 Bonds shall have such principal amounts and shall bear interest at such rates and shall mature as a Term Bond with such mandatory sinking fund installments as are set forth in a schedule approved by the Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bonds, provided that the final maturity of the Series 2018 Bonds shall not extend beyond 30 years from the Date of Issue.

Interest on the Series 2018 Bonds shall be payable on such dates as determined by the Authorized Officer. The Record Dates for the payment of interest on the Series 2018 Bonds shall be the 15th day of the month prior to each Bond Payment Date.

The Series 2018 Bonds shall be subject to redemption prior to maturity, upon such terms and conditions, and at such prices, as may be established by an Authorized Officer prior to or simultaneously with the issuance of the Series 2018 Bonds.

Ordinance 2018-043
Section 3.04 Authentication; Payment of Series 2018 Bonds

(a) The Series 2018 Bonds shall be authenticated on such date as they shall, in each case, be delivered. Each Series 2018 Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Series 2018 Bond’s authentication.

(b) The interest on the Series 2018 Bonds shall be paid by check or draft mailed from the office of the Trustee to the person in whose name the Series 2018 Bonds are registered at the close of business on the Record Date; provided, however, that any Holder of such Series 2018 Bond in the aggregate principal amount of $1,000,000 or more may request (in writing, delivered to the paying agent), prior to the applicable Record Date, that interest payments be made by wire transfer to such Holder at an account maintained by a financial institution located in the continental United States specified in such request.

Section 3.05 Denomination and Numbering of the Series 2018 Bonds

The Series 2018 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2018 Bonds maturing in such year. Each Series 2018 Bond shall be numbered by the Trustee in such a fashion as to reflect the fact that it is one of the Series 2018 Bonds, and to identify the owner thereof on the books kept by the Registrar. The initial maturity of the Series 2018 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification.

Section 3.06 Establishment of 2018 Interest Account and 2018 Principal Account

In accordance with Section 6.02 of the Bond Ordinance, the 2018 Interest Account and 2018 Principal Account are hereby directed to be established by the Trustee within the Bond Fund on the date of original delivery of the Series 2018 Bonds for the benefit of the Holders of the Series 2018 Bond. In the event that more than one Series of Bonds is issued pursuant to the terms of this 2018 Series Ordinance, additional Interest Accounts and Principal Accounts shall be established for each such Series.

Section 3.07 2018 Debt Service Reserve Fund

In accordance with Section 6.03 of the Bond Ordinance and the terms of this 2018 Series Ordinance, if an Authorized Officer determines that the 2018 Debt Service Reserve Fund is necessary and desirable, he shall direct the Trustee to establish such 2018 Debt Service Reserve Fund. If established, the 2018 Debt Service Reserve Fund shall be maintained by the Trustee in accordance with the provisions of the Bond Ordinance in an amount equal to the 2018 Reserve Requirement, as may be determined in accordance with Section 3.11 hereof. The 2018 Debt Service Reserve Fund, if established, may be funded by cash or another method permitted by Section 6.03(D) of the Bond Ordinance, such method of funding to be determined by an Authorized Officer.

Section 3.08 Appointment of Trustee, Paying Agent and Registrar

The Trustee is hereby appointed to act as Trustee, Paying Agent, and Registrar under the Bond Ordinance and this 2018 Series Ordinance. The Trustee shall signify its acceptance of the duties of Trustee, Paying Agent and Registrar upon delivery of the Series 2018 Bonds. The County shall pay to the Trustee from time to time reasonable compensation based on the then-standard fee schedule of such parties for all services rendered under the Bond Ordinance and this 2018 Series Ordinance, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys,
agents, and employees, incurred in and about the performance of their powers and duties under the Bond Ordinance and this 2018 Series Ordinance.

The Series 2018 Bonds shall be presented for registration of transfers and exchanges, and notices and demands to or upon the Trustee and the County in respect of the Series 2018 Bonds may be served at the corporate trust office of the Trustee.

The Trustee shall be a member of the Federal Deposit Insurance Corporation (the “FDIC”) and shall remain such a member throughout the period during which it shall act as Trustee, Paying Agent, and Registrar. The Trustee, in its capacity as Trustee, Paying Agent, and Registrar, shall accept its appointment by a written instrument embodying its agreement to remain a member of the FDIC. Unless the same be secured as trust funds in the manner provided by the applicable regulations of the Comptroller of the Currency of the United States of America, and unless otherwise provided for in the Bond Ordinance and in this 2018 Series Ordinance, all moneys in the custody of the Trustee in excess of the amount of such deposit insured by the FDIC, shall be secured by Government Obligations at least equal to the sum on deposit and not insured by the FDIC.

Section 3.09  Form of Series 2018 Bonds

The Series 2018 Bonds, together with the certificate of authentication, certificate of assignment and/or statement of insurance, if any, are to be in substantially the form attached hereto as Exhibit A with such necessary and appropriate variations, omissions and insertions as permitted or required upon advice of Bond Counsel and as determined by the Authorized Officer, or as otherwise authorized by the Bond Ordinance or this 2018 Series Ordinance. The execution of the Series 2018 Bonds shall constitute conclusive evidence of the approval of any changes to the form of any Series 2018 Bond.

Section 3.10  Book-Entry System

Pursuant to Section 3.17 of the Bond Ordinance, the Series 2018 Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Series 2018 Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of a $5,000 principal amount of the Series 2018 Bonds of the same maturity or any integral multiple of $5,000, with each increment of $5,000 being separately of a single maturity.

The Series 2018 Bonds shall be issued in fully registered form, one certificate for each of the maturities of the Series 2018 Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of, premium, if any, or interest on the Series 2018 Bonds becomes due, the Trustee, from available monies on deposit for such purposes under the provisions of the Bond Ordinance, shall transmit or cause the Paying Agent to transmit to DTC an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of DTC as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of DTC shall be considered to be the owner of the Series 2018 Bonds so registered for all purposes of this 2018 Series Ordinance, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of beneficial owners of Series 2018 Bonds.

The Trustee shall notify DTC of any notice of redemption required to be given pursuant to this 2018 Series Ordinance at least thirty (30) days prior to the date fixed for redemption.

DTC is expected to maintain records of the positions of participants in the Series 2018 Bonds, and the participants and persons acting through participants are expected to maintain records of the
beneficial owners in the Series 2018 Bonds. The County makes no assurances that DTC and its participants will act in accordance with such rules or expectations on a timely basis, and the County shall have no responsibility for any such maintenance of records of transfer or payments by DTC to its participants, or by the participants or persons acting through participants to the beneficial owners.

If (a) DTC determines not to continue to act as securities depository for the Series 2018 Bonds, or (b) the County has advised DTC of the County’s determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor depository, Series 2018 Bonds of the same principal amount, interest rate and maturity.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in the best interest of the County not to continue the Book-Entry System of transfer or that the interest of the beneficial owners of the Series 2018 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit them to make any such determination), and has made provision to so notify beneficial owners of the Series 2018 Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Series 2018 Bonds together with an assignment duly executed by DTC, the County shall execute physical certificates for, and cause to be authenticated and delivered pursuant to the instructions of DTC, the Series 2018 Bonds in fully registered form, in substantially the form set forth in this 2018 Series Ordinance, in the denomination of $5,000 or any integral multiple thereof.

Notwithstanding any other provisions of the Bond Ordinance to the contrary, so long as any Series 2018 Bond is registered in the name of Cede & Co., all payments with respect to the principal of, premium, if any, and interest on such Series 2018 Bonds and all notices with respect to such Series 2018 Bonds shall be made and given, respectively, to DTC, as provided in the letter of representations from the County to DTC.

In connection with any notice or other communication to be provided to the Holders by the County or the Trustee with respect to any consent or other action to be taken by the Holders, the County or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 3.11 Delegations to Authorized Officer

The County Council hereby delegates to the Authorized Officer the authority: (a) to determine the aggregate principal amount of the Series 2018 Bonds to be issued, and the interest rates, maturities and redemptions provisions with respect thereto; (b) to determine the Date of Issue of the Series 2018 Bonds; (c) to determine the amount of the 2018 Reserve Requirement and the method of funding the 2018 Debt Service Reserve Fund, if any, including whether to purchase an instrument; (d) to determine whether to issue the Series 2018 Bonds in a single or in multiple Series; (e) to determine whether to borrow for capitalized interest; and (f) to make any such other decisions concerning the Series 2018 Bonds as may be necessary, appropriate or otherwise delegated herein.

The Authorized Officer is further directed to consult with the County’s financial advisor and such other advisors as he determines to be appropriate in making any such decisions.

[End of Article III]
ARTICLE IV
EXECUTION; NO RE COURSE

Section 4.01   Execution of the Series 2018 Bonds

The Series 2018 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 4.02   No Recourse on the Series 2018 Bonds

All covenants, stipulations, promises, agreements and obligations of the County contained in the Bond Ordinance or in this 2018 Series Ordinance shall be deemed to be the covenants, stipulation, promises, agreements and obligations of the County and not those of any officer or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2018 Bonds or for any claim based thereon or on the Bond Ordinance or on this 2018 Series Ordinance, either jointly or severally, against any officer or employee of the County or any person executing the Series 2018 Bonds.

[End of Article IV]
ARTICLE V
APPLICATION OF BOND PROCEEDS

Section 5.01 Use and Disposition of Bond Proceeds

Upon the delivery of the Series 2018 Bond and receipt of the proceeds thereof, net of underwriter’s discount or premium, such funds shall be disposed of as follows:

(1) accrued interest, if any, shall be applied to the payment of the first installment of interest or principal, or both, to become due on the Series 2018 Bonds;

(2) net premium, if any, shall be applied to the payment of the first installment of principal, to become due on the Series 2018 Bonds;

(3) if an Authorized Officer determines to fund the 2018 Debt Service Reserve Fund, the sum or instrument equal to the 2018 Reserve Requirement, whether in cash or otherwise;

(4) the sum necessary to redeem or defease any portion of the Refunded Bonds shall be disbursed either (a) to an escrow agent in an amount necessary to defease and redeem at the applicable redemption date for any Refunded Bonds not being redeemed on the date of delivery of the Series 2018 Bonds, or (b) to the respective Holders of each respective Refunded Bond to be redeemed on the date of delivery of the Series 2018 Bonds; and

(5) all remaining funds, including funds borrowed for capitalized interest, shall be deposited with the Trustee in the 2018 Project Fund (the “2018 Project Fund”) and used to defray the costs of the 2018 Project and the costs of issuance of the Series 2018 Bonds. Amounts representing the costs of issuance of the Series 2018 Bonds shall be kept in an account (the “2018 COI Account”) within the 2018 Project Fund.

Section 5.02 Establishment of 2018 Project Fund and 2018 COI Account

There is hereby established, in accordance with Section 3.01(B)(16) of the Bond Ordinance, the 2018 Project Fund, and the 2018 COI Account within the 2018 Project Fund. There shall be paid into the 2018 Project Fund the sums prescribed by Section 5.01(5) hereof. The 2018 Project Fund shall be held and controlled by the Trustee, unless otherwise determined by an Authorized Officer at the closing of the Series 2018 Bonds. Withdrawals for the payment of costs of issuance from the 2018 COI Account shall be made upon written order of the County by an Authorized Officer. The County shall requisition funds, including any funds required for the reimbursement of costs previously incurred, from the 2018 Project Fund upon written request to the Trustee, or such other custodian of such fund as determined by an Authorized Officer. The Trustee shall be fully protected in releasing moneys from the 2018 Project Fund and the 2018 COI Account based upon such written orders of the County.

Subject to Section 12.16 of the Bond Ordinance, moneys in the 2018 Project Fund shall be invested and reinvested at the written direction of the County in Authorized Investments. Upon written notification from the County by any Authorized Officer that the payment of all costs of issuance for the Series 2018 Bonds have been paid, the remaining sums therein shall be transferred by the Trustee and
applied to the 2018 Principal Account or 2018 Interest Account. If there are any funds remaining in the 2018 Project Fund upon completion of the 2018 Project, such funds shall be transferred to the 2018 Principal Account or 2018 Interest Account and used to pay principal of and interest on the Series 2018 Bond as the same come due.

[End of Article V]
ARTICLE VI
SALE OF BONDS

Section 6.01  Sale of Bonds

The Series 2018 Bonds may be sold on a competitive as set forth at Section 6.02 hereof, or on a negotiated basis as set forth at Section 6.03 hereof, as determined by an Authorized Officer.

Section 6.02  Competitive Sale

The Series 2018 Bonds may be sold at a date and time certain after public notice thereof. Bids may 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 Series 2018 Bonds 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 Series 2018 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.

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 Series 2018 Bonds sold on a competitive sale basis may be sold pursuant to either of the following methods as determined by an Authorized Officer:

(a) Competitive Direct Placement. The Series 2018 Bonds may be sold to an institution or institutions on a date certain after public notice as a means of making a commercial loan. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds and award the same on the basis of the terms and conditions contained therein. The Series 2018 Bonds shall be issued as a single Series, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of the Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Series 2018 Bonds as a means of making a commercial loan.

(b) Competitive Public Offering. The Series 2018 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 Series 2018 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. Such Authorized Officer is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bond so that it may be provided to the purchaser.
Section 6.03 Negotiated Sale

Any Series 2018 Bonds sold on a negotiated basis may be sold pursuant to either of the following methods as determined by an Authorized Officer.

(a) Negotiated Direct Placement. The Series 2018 Bonds may be sold to an institution or institutions as a means of making a commercial loan pursuant to negotiation after the solicitation of financing proposals. In such case, the County Council authorizes an Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Series 2018 Bonds and award the Series 2018 Bonds on the basis of the terms and conditions contained therein. Such Series 2018 Bonds shall be issued as a single Series, without CUSIP identification (unless otherwise agreed by the direct placement purchaser and an Authorized Officer on behalf of the County). The purchaser of such Series 2018 Bonds shall execute an investor letter to the County acknowledging its purchase of the Series 2018 Bonds as a means of making a commercial loan.

(b) Negotiated Public Offering. The Series 2018 Bonds may be sold to an underwriter pursuant to the terms of a bond purchase agreement for resale in the public capital markets. The underwriter shall be selected after soliciting proposals for the same and the bond purchase agreement shall be executed by an Authorized Officer upon advice of Bond Counsel and the County’s municipal financial advisor. The execution of the bond purchase agreement by such Authorized Officer shall constitute conclusive evidence of his or her approval thereof. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a Preliminary Official Statement and authorize the distribution of the Preliminary Official Statement by the underwriter. 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. Such Authorized Officer is further authorized to see to the completion of the final form of the Official Statement upon the sale of such Series 2018 Bonds so that it may be provided to the underwriter.

[End of Article VI]
ARTICLE VII

COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 7.01  General Covenant

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2018 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property financed or refinanced with the net proceeds of the Series 2018 Bonds will be owned by the County for federal income tax purposes.

(b) The County shall not permit the proceeds of the Series 2018 Bonds or any property financed or refinanced with the proceeds of the Series 2018 Bonds to be used such that (i) five percent (5%) or more of such proceeds are considered as having been used in a Private Business Use; or (ii) an amount greater than the lesser of five percent (5%) of such proceeds or $5,000,000 are considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to and will not enter into or permit any other party to enter into, any contracts with any entity involving the management of any property provided with the proceeds of the Series 2018 Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Federal Income Tax Regulation.

(d) The County will not sell or lease or permit any other party to sell or lease, any property financed or refinanced with the proceeds of the Series 2018 Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease, sale or other disposition will not adversely affect the tax exemption of the Series 2018 Bonds.

(e) The Series 2018 Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not adversely affect the tax exemption of the Series 2018 Bonds.

Section 7.02  Arbitrage Covenant; Authorization to Execute Tax Certificate

(a) The County hereby covenants that no use of the proceeds of the Series 2018 Bonds will be made which, if such use had been reasonably expected on the date of issue of the Series 2018 Bonds, would have caused the Series 2018 Bonds to be an issue of “arbitrage bonds,” as defined in the Code, and that it will comply with the requirements of Section 148 of the Code and Regulations with respect to the Series 2018 Bonds.

(b) In order to comply with the requirements of paragraph (a) of this Section, the County further agrees to compute and pay arbitrage rebate required under Section 148(f) of the Code.

(c) Supplemental to the covenants of Section 7.01 hereof and in no way in limitation thereof, the Authorized Officer of the County is hereby authorized and directed to execute, at or prior to delivery

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of the Series 2018 Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to the Series 2018 Bonds.

[End of Article VII]
ARTICLE VIII

CONTINUING DISCLOSURE

Section 8.01  State Law Continuing Disclosure

The County covenants to comply with the requirements of Section 11-1-85 of the South Carolina Code, by filing with a central repository for availability in the secondary bond market, when requested:

(i) An annual independent audit, within thirty (30) days of the County’s receipt of the audit; and

(ii) Event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Pledged Revenues or the County’s tax base.

The County specifically reserves the right to amend the above covenant in order to reflect any applicable change in law, including without limitation said Section 11-1-85, without the consent of the Trustee or the Holders of any Series 2018 Bonds.

Section 8.02  Rule 15c2-12 Undertaking

An Authorized Officer is hereby authorized to execute and deliver on behalf of the County a continuing disclosure undertaking in a form traditionally used in connection with municipal bond offerings to satisfy the requirements of Rule 15c2-12 or as otherwise determined necessary or desirable by the Authorized Officer to provide information regarding the County on an annual basis while any Series 2018 Bonds are Outstanding. The County hereby covenants and agrees to comply with and carry out its obligations pursuant to said undertaking, if any.

Section 8.03  Remedy

The only remedy for failure by the County to comply with the covenants set forth in Sections 8.01 or 8.02 hereof shall be an action for specific performance of such covenants; and failure to comply with such covenants shall not constitute a default or an “Event of Default” under the Bond Ordinance or this 2018 Series Ordinance. The Trustee shall have no responsibility to monitor the County’s compliance with such covenants. However, any Holder of the Series 2018 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Article.
ARTICLE IX
BORROWING IN ANTICIPATION OF BONDS

Section 9.01  Generally

Pursuant to the BAN Act, there may be issued from time to time, at the discretion of an Authorized Officer, bond anticipation notes ("BANs") in aggregate principal amount not exceeding $28,750,000 in anticipation of the issuance of the Series 2018 Bonds. If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, they are authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Series 2018 Bonds, and the Series 2018 Bonds are issued. The form of the BAN shall be approved by an Authorized Officer.

Without limiting the generality or specifics of any other provision in this 2018 Series Ordinance, the term “Series 2018 Bonds” as used in Articles V, VII, and IX shall include BANs.

Section 9.02  Terms of BANs

The BANs shall be dated and bear interest from its date of issuance or from such other date or dates as may be agreed to by the County and the purchaser thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BAN may be issued as a draw-down obligation with interest beginning to accrue thereunder as amounts are advanced from the purchaser. The BANs may be issued in denominations of $1,000 and integral multiples thereof. The BANs shall be executed and sealed in the name and on behalf of the County in the same manner as the Series 2018 Bond. BANs bearing the manual or facsimile signature of an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

Section 9.03  Paying Agent and Registrar for BANs; Place and Time of Payment

The County or the Trustee, in the discretion of an Authorized Officer, shall serve as Paying Agent for the BAN, and the payments shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by Registrar, as the registered owner thereof, by check or draft mailed from the Paying Agent to such registered owner at his or her address as it appears on such registration books in sufficient time to reach such registered owner on the payment dates. Payment of the final payment on the BAN shall be made when the same is due and payable upon the presentation and surrender for cancellation of the BAN at the administrative office of the Paying Agent, or upon such other condition or indica of satisfaction as may be mutually agreed-upon by the County and the purchaser of the BAN.

Section 9.04  Sale of BANs

The BANs may be sold at public or private sale, pursuant to competitive or negotiated methods of sale. Bids therefor shall be received until such time and date to be selected by an Authorized Officer. Notice of sale of the BANs shall be given in a manner determined by an Authorized Officer. Upon receipt of bids for the BANs, if any, an Authorized Officer shall, and is hereby authorized to, award the BANs to the bidder

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offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer’s discretion, without further action on the part of the County if an Authorized Officer shall determine that it is in the interest of the County to make such award.

Section 9.05 Form and Execution of BANs

The BANs shall be issued in physical form registered in the name of the Holder with such terms and conditions, not inconsistent with this 2018 Series Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this 2018 Series Ordinance.

Section 9.06 Exchange and Transfer of BANs

Conditions as to ownership, exchange, transfer, replacement and payment of BANs shall be as provided for the Series 2018 Bonds herein, except as expressly provided in this 2018 Series Ordinance to the contrary.

Section 9.07 Optional Redemption of BANs

The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

Section 9.08 Security for BANs

For the payment of the principal of and interest on the BANs as the same shall fall due, the BANs shall be secured in the same manner as the Series 2018 Bonds. In addition thereto, so much of the principal proceeds of the Series 2018 Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and pledges to effect the issuance of the Series 2018 Bonds or, in the alternative, to refund or renew Outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto. Pursuant to Section 11-17-30 of the South Carolina Code, nothing shall prevent the County in its discretion from appropriating other legally available funds to the payment of the principal of and interest on the BAN, consistent with the foregoing.

Section 9.09 Application of BAN Proceeds

Proceeds from the sale of the BANs shall be applied in the manner as provided herein for the Series 2018 Bonds.

Section 9.10 Tax Exemption for BANs

Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

[End of Article IX]
ARTICLE X
MISCELLANEOUS

Section 10.01 Severability

If any one or more of the covenants or agreements provided in this 2018 Series Ordinance on the part of the County or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2018 Series Ordinance.

Section 10.02 Additional Documents

The County Council authorizes the Authorized Officers, jointly or severally, to execute and sign all other documents, instruments, and certifications necessary or desirable to effect the purchase, sale, and delivery of the Series 2018 Bonds.

Section 10.03 Table of Contents and Section Headings Not Controlling

The Table of Contents and the headings of the several articles and sections of this 2018 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2018 Series Ordinance.

[End of Article X]
DONE IN MEETING DULY ASSEMBLED, this 20th day of November, 2018.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: September 18, 2018
Second Reading: October 16, 2018
Third Reading: November 20, 2018
Public Hearing: November 20, 2018
(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
SPECIAL SOURCE REVENUE BONDS
SERIES 2018

No. R-1 $_______

Interest Rate Maturity Date Dated Date CUSIP

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the "County"), acknowledges itself justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this Series 2018 Bond (this "Bond" or "Series 2018 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.

Interest hereon 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; Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended; a bond ordinance enacted by the County Council of the County on _________.

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Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file at the Corporate Trust Office of the Trustee and in the offices of the Clerk of Court for Anderson County, South Carolina.

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 of the Series 2018 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holder of this Bond in the name of the County, of the redemption of such Series 2018 Bonds, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 3.13 of the Bond Ordinance.]

The Series 2018 Bonds are issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the “State”) including particularly Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “South Carolina Code”), and by an ordinance entitled, “A MASTER BOND ORDINANCE TO PROVIDE FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO,” enacted by the County Council of Anderson County (the “County Council”), the governing body of the County, on _______, 2018 (the “Bond Ordinance”), and a series ordinance entitled, “A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF SPECIAL SOURCE REVENUE BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWENTY EIGHT MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS ($28,750,000); AND OTHER MATTERS RELATING THERETO” (the “2018 Series Ordinance”) duly enacted by the County Council on _______, 2018 (the Bond Ordinance and the 2018 Series Ordinance are hereinafter together referred to as the “Ordinances”).

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The Series 2018 Bonds are being issued to: (1) defray all or a portion of the costs of planning, developing, acquiring, constructing, and equipping of sewer system repairs and improvements to include (i) new, repaired or replaced sewer system lines, pump stations, and treatment facilities, and related infrastructure, and (ii) the decommissioning of certain existing sewer system infrastructure ((i) and (ii), the “2018 Project”); (2) pay all or a portion of the interest coming due on the Series 2018 Bonds for a period not to exceed three years from their date of issuance; (3) pay the cost of the refunding of the Refunded Bonds (the “Refunding”); (4) fund, if necessary, a debt service reserve fund; and (5) pay the costs of issuance of the Series 2018 Bonds.

For the payment of the principal of and interest on this Series 2018 Bond issued pursuant to the Ordinances, there are hereby irrevocably pledged the Pledged Revenues. Such pledge securing this Series 2018 Bond shall have priority over all other pledges except those made to secure any Bonds (as defined hereinbelow) as may be currently outstanding or issued from time to time in the future.

This Series 2018 Bonds are payable solely from the pledged revenues derived from payments in lieu of taxes received and retained by the county under section 13 of article viii of the constitution of the state of south carolina, 1895, as amended; not secured by or in any way entitled to a pledge of the full faith, credit and taxing power of the County; not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license; and not a pecuniary liability of the issuer or a charge against the issuer’s general credit or taxing power. The County is not obligated to pay this Series 2018 Bond, or the interest thereon, save and except from the pledged revenues.

The Bond Ordinance authorizes the issuance of additional bonds on a parity with the the Series 2018 Bond, and any outstanding parity bonds which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity herewith and therewith (the “Additional Bonds” and together with this Series 2018 Bond, collectively the “Bonds”).

The Ordinances contain provisions defining terms set forth the Pledged Revenues pledged for the payment of the principal of and interest on the Series 2018 Bonds and the Bonds of other series which may hereafter be issued on parity herewith under the Bond Ordinance set forth the nature extent and manner of enforcement of the security of this Bond and of such pledge and the rights and remedies of the Holder hereof with respect thereto set forth the terms and conditions upon which which this Bond is issued and upon which other Bonds may be hereinafter issued payable as to principal premium if any and interest on parity with this Bond and equally and ratably secured herewith sets forth the rights duties and obligations of the County thereunder and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Ordinances to all of the provisions of which any Holder of this Bond by the acceptance hereof thereby assents. The provisions of the Enabling Act and the Ordinances shall be contract with the Holder of this Bond.

The Bond Ordinance provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.
This Series 2018 Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Series 2018 Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the County kept for that purpose and maintained by the Registrar, by the holder thereof in person or by his duly authorized attorney, upon (a) surrender of this Series 2018 Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or any other Registrar, as the case may be, duly executed by the Holder thereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Series 2018 Bond of the then outstanding principal amount, then current maturity schedule and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The County, the Trustee and the Registrar may deem and treat the person in whose name this Series 2018 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2018 Bonds, the County or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Series 2018 Bond, exist, have been performed and have happened, that the amount of this Series 2018 Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Series 2018 Bond to be signed by the signature of the Chairman of the County Council of the County, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk to County Council.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: ____________________________ __
Chairman, County Council

Attest:

_____________________________
Clerk to County Council

Ordinance 2018-043
CERTIFICATE OF AUTHENTICATION

This Series 2018 Bond is the Series 2018 Bond described in the within mentioned Ordinances.

____________________, as Registrar

By: ______________________________
   Authorized Officer

Date: _________________, 2018
EXHIBIT A

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

________________________________________________________________________

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints ____________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

(Signature Guaranty)                      Authorized Individual or Officer

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.
### Applicant: Randy M. Williams
### Current Owner: Randy M. Williams
### Property Address: 284 Grate Road
### Precinct: Mount Tabor
### Council District: 4
### TMS #(s): 044-01-01-009
### Acreage: +/- 1.00
### Current Zoning: R-20 (Single-Family Residential, 20,000 Square Foot Minimum Lots)
### Requested Zoning: R-D (Residential – Duplex District)
### Surrounding Zoning: North: R-20  
               South: R-20  
               East: R-20  
               West: R-20

**Evaluation:**

This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-D (Residential - Duplex District). The applicant’s stated purpose for the rezoning is to “construct a duplex.”

The R-D district is established to provide for one- and two-family dwellings, and the recreational, religious, and educational facilities which are normally found in residential areas. The district is primarily intended for areas which represent a transition between low-density, single-family development and high-density, multifamily development and for sites which are located in predominantly low-density areas but contain a mix of uses such as single-family manufactured, modular, and multifamily residential units.

The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as agricultural. The surrounding area is rural in nature with single-family (low-density) homes in the vicinity.

**Public Outreach:**

Staff hereby certifies that the required public notification actions have been completed, as follows:
- September 21: Rezoning notification postcards sent to 106 property owners within 2,000' of the subject property;
- September 20: Rezoning notification signs posted on subject property;

Public Feedback: To date, staff has received three phone calls for more information.

Staff Recommendation: Due to the compatibility with the character of the area, staff recommends approval of this request.

Zoning Advisory Group Recommendation: The District 4 Zoning Advisory Group attempted to meet on October 3, 2018, but couldn't due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation: The Anderson County Planning Commission met on October 9, 2018 and after a duly noted public hearing recommended Denial of a request to rezone from R-A to R-M1. The vote was 4 in favor, 1 opposed and 1 absent.
Rezoning Application

September 13, 2018
Date of Application Completion

Application Status (Approved or Denied)

Applicant's Information

Name: Randy M. Williams
Mailing Address: 1101 Burn Bridge Rd
Telephone and Fax: 864-520-4382 E-Mail: Bwilliams2005@yahoo.com

Owner's Information

Name: Randy Williams
Mailing Address: 1101 Burn Bridge Rd
Telephone and Fax: __________________________ E-Mail: __________________________

Designation of Agent: (Complete only if owner is not the applicant)

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

Randy Williams __________________________ 9/12/18
Owner’s Signature Date

Project Information

Property Location: 284 Grove Rd 29625
Parcel Number(s)/TMS: 041-01-00-009

County Council District: 4 School District: 4

Total Acreage: 10 acres Current Land Use: Open Land/Vacant

Current Zoning: R20 Requested Zoning: Rd

Purpose of Rezoning: I wish change to Rd to construct a Duplex.
If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145: July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: This would enhance the community growth and property value in the near future.

Please attach an accurate plat (survey) of the property to this application.

- A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council.

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Application Received By: __________________________ Date Complete Application Received: 9-13-18
Scheduled Advisory Public Meeting Date: 10-3-18 Zoning Advisory Recommendation: ______________
Scheduled Commission Public Hearing Date: 10-9-18 Planning Commission Recommendation: ______________
Scheduled Council Public Hearing Date: 11-6-18 County Council Decision: ______________
Lot 1A1
0.64 Acres

Lot 1A2
1.00 Acres

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Uniform Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein, also there are no visible encroachments or projections other than those shown.

Reference:
TMS No. 044-01-01-009
Plat Book 69B, pp. 546
Deed Book 69A, pp. 138

State of South Carolina
County of Anderson
Township of Pendleton

Plat of Lots 1A1 & 1A2
Surveyed at the Request of
Johnny R. Williams

Farmer & Simpson Engineers
211 Society Street
Anderson, S.C. 29621
Tel. 864-226-0900

Scale: 1"=50'  
April 29, 1999
Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D

Aerial View: TMS 044-01-01-009

Distance Scale: 0 - 1,150 Feet
Rezoning Request
284 Grate Road
R-20 to R-D

Future Land Use
- Agriculture

TMS 044-01-01-009

780 Feet
Rezoning Request
284 Grate Road
R-20 to R-D
Applicant: Mouris Mekhaeil
Current Owner: Mouris Mekhaeil and Hany Nashed
Property Address: 3 Beaverdam Road
Precinct: Williamston Mill
Council District: 7
TMS #(s): 221-06-04-001
Acreage: +/- .33
Current Zoning: R-M1 (Mixed Residential District)
Requested Zoning: C-2 (Highway Commercial)
Surrounding Zoning: North: Town of Williamston
South: R-M1 and C-2
East: C-2
West: R-M1

Evaluation: This request is to rezone the parcel of property described above from R-M1 (Mixed Residential District) to C-2 (Highway Commercial). The applicant’s stated purpose for the rezoning is for a car lot.

The purpose of the C-2 district is to provide for commercial uses on major thoroughfares which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and for the convenience of local residents.

Residential and commercial uses are adjacent to the subject parcel. The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as residential.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:

- September 20: Rezoning notification signs posted on subject property;
- September 21: Rezoning notification postcards sent to 171 property owners within 2,000’ of the subject property;
Ordinance 2018-052
Page 2 of 2


To date, staff has received three phone calls for more information.

Staff Recommendation: Due to the compatibility with the character of the area, staff recommends approval of this request.

Zoning Advisory Group Recommendation: The District 7 Zoning Advisory Group attempted to meet on October 3, 2018, but couldn't due to a lack of quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fails to submit a report and recommendation after their first scheduled meeting, it is deemed to have approved the request.

Planning Commission Recommendation: The Anderson County Planning Commission met on October 9, 2018 and after a duly noted public hearing recommended Approval of a request to rezone from RM-1 to C-2. The vote was 4 in favor, 2 opposed, and 1 absent.
## Applicant's Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mouris McPhail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>100 Plum Orchard ct, Simpsonville SC 29681</td>
</tr>
<tr>
<td>Telephone and Fax:</td>
<td>864-317-0761</td>
</tr>
</tbody>
</table>

## Owner's Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mouris McPhail &amp; Hanly Mashed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>100 Plum Orchard ct, Simpsonville SC 29681</td>
</tr>
<tr>
<td>Telephone and Fax:</td>
<td>864-317-0761</td>
</tr>
</tbody>
</table>

**Designation of Agent:** (Complete only if owner is not the applicant)

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

**Owner's Signature:**

Owner: Mouris McPhail

Date: 8-13-18

## Project Information

<table>
<thead>
<tr>
<th>Property Location:</th>
<th>3 Beaverdam Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel Number(s)/TMS:</td>
<td>2210604001</td>
</tr>
<tr>
<td>County Council District:</td>
<td>7</td>
</tr>
<tr>
<td>School District:</td>
<td>1</td>
</tr>
<tr>
<td>Total Acreage:</td>
<td>0.33</td>
</tr>
<tr>
<td>Current Zoning:</td>
<td>R-M1</td>
</tr>
<tr>
<td>Requested Zoning:</td>
<td>Commercial</td>
</tr>
<tr>
<td>Purpose of Rezoning:</td>
<td>Car Lot</td>
</tr>
</tbody>
</table>

Page 1 of 2
Private Covenants or Deed Restrictions on the Property: Yes ______ No ______

If you indicated no, your signature is required.

[Signature]
Applicant's Signature

[Date]
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145: July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Comments: ____________________________________

Please attach an accurate plat (survey) of the property to this application.

*A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council.*

Please refer to the Anderson County Planning & Community Development Fee Schedule for amount due.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

[Signature]
Applicant's Signature

[Date]
Date

Page 2 of 2

For Office Use Only:

Application Received By: __________________________ Date Complete Application Received: ____________

Scheduled Advisory Public Meeting Date: __________ Zoning Advisory Recommendation: ________________

Scheduled Commission Public Hearing Date: __________ Planning Commission Recommendation: __________

Scheduled Council Public Hearing Date: __________ County Council Decision: _______________________

Anderson County Planning and Community Development • 401 East River Street / Post Office Box 8002

• Anderson, South Carolina 29625 • Phone: (864) 260-4720 • Fax: (864) 260-4735

Revision
July 2018
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
Rezoning Request
3 Beaverdam Road
R-M1 to C-2
ORDINANCE NO. 2018-053

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREERVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the “Agreement”); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

ORDAINED in meeting duly assembled this ___ day of __________, 2018.

ATTEST:

__________________________  FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

__________________________

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________

Leon C. Harmon
County Attorney

First Reading: November 6, 2018
Second Reading:
Public Hearing:
Third Reading:
Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

GREENVILLE COUNTY PROJECT
(PRESENTLY KNOWN AS PROJECT TRIPLE)

TRACT 1

All that certain piece, parcel or lot of land being situate in the County of Greenville, State of South Carolina, as is more particularly shown on the plat of property titled “Survey for Nobert Plating, Inc.” and dated October 1990 by Webb Surveying & Mapping Group containing approximately 8.55 + acres located in Beechtree Business Park near Augusta Road and having according to said plat the following metes and bounds to-wit:

BEGINNING at the State Plane Coordinate N=642,845.9260, E=1,579,161.149; thence running S 84°55’18” E for 509.85 feet to an iron pin on the creek; thence turning and running down the creek with the creek as the eastern boundary of said lot; the traverse of the creek being S 00°06’54” E for 272.78 feet to an iron pin; thence continuing along the traverse of the creek S 13°40’43” W for 453.27 feet to an iron pin; thence continuing along the traverse of the creek S 66°44’50” W for 107.5 feet to an iron pin on the northern right-of-way of Beechtree Boulevard; thence turning and running along the curve of Beechtree Boulevard N 42°26’33” W for 34.10 feet to an iron pin; thence continuing N 48°23’20” W for 100.0 feet to an iron pin; thence continuing N 60°17’21” W for 100.0 feet to an iron pin; thence continuing N 74°42’29” W for 142.12 feet to an iron pin; thence continuing N 89°48’43” W for 111.46 feet to an iron pin; thence continuing and leaving the right-of-way of Beechtree Boulevard and running N 11°50’17” E for 635.08 feet to an iron pin which is the point of beginning. The curve data for the right-of-way of Beechtree Boulevard can be obtained by reference to the plat of Beechtree Business Park as same is shown on the plat of survey at Beechtree Business Park prepared by Webb Surveying & Mapping Group and recorded in the RMC Office of Greenville County in Plat Book 18-T at page 99-100.

ALSO

All non-exclusive rights of ingress, egress and regress on, over and upon that certain private road known as Beechtree Boulevard as the same is shown on the plat of survey of Beechtree Business Park above cited:

This property is subject to easements and rights-of-way of record and subject to the restrictions and easements recorded in Deed Book 1410 at page 77.

TRACT 2

All that certain piece, parcel or lot of land being situate in the County of Greenville, State of South Carolina, as is more particularly shown on Plat of property entitled “Plat for Beechtree” and dated August 1990 by Webb Surveying & Mapping Group containing approximately 8.00 acres located in Beechtree Business Park near Augusta Road and having according to said plat the following metes and bounds to-wit:

Beginning at a point at the State Plane Coordinate N=642,845.9260, E=1,579,161.149; thence turning
and running S 11°50'17" W for 635.08 feet to an iron pin; thence turning and running along the northern right-of-way of Beechtree Boulevard S 77°00'20" W for 110.00 feet to an iron pin; thence continuing along the northern side of Beechtree Boulevard S 70°27'42" W for 230.96 feet to an iron pin; thence turning and leaving Beechtree Boulevard and running N 21°40'13" W for 313.05 feet to an iron pin; thence turning and running N 09°59'49" W for 423.11 feet to an iron pin; thence turning and running N 79°25'58" E for 270.26 feet to an iron pin; thence continuing S 84°55'18" E for 380.0 feet to an iron pin which is the point of the beginning. The curve data for the right of way of Beechtree Boulevard can be obtained by reference to the plat of Beechtree Business Park prepared by Webb Surveying & Mapping Group and recorded in the RMC Office of Greenville County in Plat Book 18-T at page 99-100.

ALSO

All non-exclusive rights of ingress, egress and regress on, over and upon that certain private road known as Beechtree Boulevard as the same is shown on the plat of survey of Beechtree Business Park above cited.

This property is subject to easements and rights-of-way of record and subject to the restrictions and easements recorded in Deed Book 1410 at page 77.
I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of ________, 20__, ________, 20__ and ________, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

__________________________
Clerk, Anderson County Council

Dated: __________, 20__
GREENVILLE 29640
ORDINANCE NO. 2018-054

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO ARMADA DEVELOPMENT, LLC TO ASSIST IN THE DEVELOPMENT OF A SENIOR HOUSING PROJECT; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from ad valorem property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equal to the ad valorem taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Infrastructure Credits") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, "Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed a joint county industrial park with Greenville County, South Carolina ("Park"), and executed the "Agreement for the Development of a Joint County Industrial and Business Park" dated December 1, 2010 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, Armada Development, LLC ("Company") desires to construct a senior living facility within the County ("Project"), consisting of taxable investments in real and personal property of not less than $20,000,000;

WHEREAS, pursuant to Ordinance No. [], the County intends to authorize the expansion of the boundaries of the Park to include the real and personal property relating to the Project, specifically, approximately 36.41 acres located at the intersection of Highway 187 and Boscobel Road, more particularly described in Exhibit A to the Agreement (as defined below) ("Property"), in the Park; and

WHEREAS, the County desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that
are before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair of County Council ("Chair") is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after its third reading and public hearing.
(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

First Reading: November 6, 2018
Second Reading:
Public Hearing:
Third Reading:
EXHIBIT A

FORM OF AGREEMENT
INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

ARMADA DEVELOPMENT, LLC

Effective as of: _______________
INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 4, 2018 ("Agreement"), is by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and ARMADA DEVELOPMENT, LLC, a South Carolina limited liability company, acting for itself, one or more affiliates, assigns or other sponsors (collectively, “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from ad valorem property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equal to the ad valorem taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, "Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed a joint county industrial and business park with Greenville County, South Carolina ("Park") and executed the “Agreement for the Development of a Joint County Industrial and Business Park” dated December 1, 2010 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, the Company has committed to develop a senior housing development in the County ("Project") on property more particularly identified by Exhibit A ("Land"), consisting of taxable investment in real and personal property of approximately $20,000,000;

WHEREAS, by Ordinance No. [ ] enacted on [DATE] ("MCIP Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, pursuant to Ordinance No [ ], enacted on December 4, 2018 ("Credit Ordinance"), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:
ARTICLE I
REPRESENTATIONS

Section 1.1. Representations by the County. The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park; and

(f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. Representations by the Company. The Company represents to the County as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project; and

(c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II
INFRASTRUCTURE CREDITS

Section 2.1. Investment Commitment. The Company shall invest approximately $20,000,000 in taxable property at the Project (“Investment Commitment”) by [], 2023 (“Certification Date”).

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against the Company’s Fee Payments due with respect to the Project, the amount and calculation of which is described in Exhibit B.
(b) The Company shall receive the Infrastructure Credit for a period of 30 years ("Credit Term"), with such 30-year term beginning with the first Fee Payment due following substantial completion of construction (typically, evinced by the receipt of a "certificate of occupancy") at the Project. For each property tax year of the Credit Term, the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth Exhibit B ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, and PT-300 with respect to the Property.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.5 Company Option to Terminate Agreement. The Company may terminate this Agreement at any time by delivering written notice of termination to the County at the address provided in Section 4.7. For any tax years after termination of this Agreement, the Project will be taxed as provided under then applicable South Carolina law.

ARTICLE III
DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the total vacancy of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;
(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement; or

(ii) terminate the Agreement.

Section 3.3. Reserved.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.
(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company’s books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and, at the expense of the Company, to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by Resolution of County Council, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.
(a) Except as provided in paragraph (d) below, the Company 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 Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company 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 Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company 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 Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company 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 Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own gross 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 Company 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 Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when delivered and confirmed by United States first-class, registered mail, postage prepaid and addressed as follows:

if to the County: Anderson County, South Carolina
Attn: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

with a copy to Anderson County Attorney
Attn: Leon Harmon

( does not constitute notice):
The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of $3,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 45 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company 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 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement’s Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting
party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[TOMMY DUNN, CHAIRMAN]

[Anderson County Council]

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]
IN WITNESS WHEREOF, Armada Development, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

ARMADA DEVELOPMENT, LLC

By: ________________________________
Name: ______________________________
Its: ________________________________

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]
EXHIBIT A

LAND DESCRIPTION

TMS# 041-00-04-008-000
EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to an Infrastructure Credit against its Fee Payments for each year of the Credit Term. The amount of the Infrastructure Credit will vary depending on the year in which the Company is receiving the Credit. The Infrastructure Credit in the first year of the Credit Term shall be equal to the amount necessary to reduce the Net Fee Payment to $330,000, and the Net Fee Payment shall be subject to a 1% annual increase as set forth in the table below:

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ORDINANCE NO. 2018-055

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to the adoption of ordinances by the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property without further action by either county.

DONE in meeting duly assembled this ___ day of ____________, 20__.

(SEAL)

ATTEST:

__________________________________________
Rusty Burns
Anderson County Administrator

__________________________________________
Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________________________
Leon C. Harmon
Anderson County Attorney

First Reading: November 6, 2018
Second Reading:
Third Reading:
Public Hearing:
Addition to Exhibit B to 
Agreement for the Development of a Joint County Industrial and 
Business Park dated as of December 1, 2010, as amended, 
between Anderson County and Greenville County

ANDERSON COUNTY PROPERTIES

Armada Development, LLC – TMS # 041-00-04-008-000
STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON  

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 6, 2018, November 20, 2018, and December 4, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: ________, 2018
ORDINANCE 2018-056

AN ORDINANCE AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY ANDERSON COUNTY, SOUTH CAROLINA OF AN AMENDED FEE IN LIEU OF TAXES AGREEMENT WITH PROJECT TRIO WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES AND WOULD BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS AGAINST FEE PAYMENTS; AND RELATED MATTERS

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (jointly hereinafter the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; to provide for a special source credit pursuant to the Act; and, to accept any grants for such projects through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Trio ("Project Trio") has requested the County to participate in adopting an ordinance, to provide by amendment for the inclusion of an additional project in the fee agreement entered into by and between the County and an existing company located in the County (the "Fee Agreement" and as amended, the "Amended Fee Agreement") pursuant to the Act for the purpose of authorizing and promoting the acquisition and inclusion of certain land, an existing building or buildings, and machinery, apparatus and equipment in the County in order to continue the development of a manufacturing facility in which the minimum level of investment subsequent to the amendment of the Fee Agreement will be not less than Forty-Five Million Dollars ($45,000,000) subsequent to January 1, 2018, all as more fully set forth in the Amended Fee Agreement attached hereto; and

WHEREAS, Project Trio has represented to the County that the Project will constitute a project, as defined in the Act, and

WHEREAS, the County Council, having previously determined that the Project will provide employment of at least 20 employees, in addition to those employed by the Company as of
January 1, 2018 for persons from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to authorize the Amended Fee Agreement and to execute and deliver the Amended Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Amended Fee Agreement, by and between the County and Project Trio, or its assigns; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing enhanced service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs; and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the Project will include certain infrastructure, as defined in the Act, to be owned, leased or used by Project Trio (the “Infrastructure”), and previously the County has previously placed the site of the Project in the Anderson County and Greenville County Multi-County Industrial/Business Park (the “Park”); and

WHEREAS, the County has determined to enter into and execute the aforesaid amendment to the Fee Agreement and to that end has, by this Ordinance, authorized the execution of the Amended Fee Agreement containing the fee in lieu of tax, special source credits and infrastructure and improvements grant; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Fee Agreement by and between the County and Project Trio which includes the agreement for payment of a payment in lieu of tax, special source credits and an infrastructure and improvements grant; and

WHEREAS, it appears that the Amended Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting Project Trio to continue to develop and expand industrial facilities in the State, by the acquisition, inclusion and expansion of land, a building or buildings and various machinery, appratus, equipment, office facilities and furnishings, all as a part of the Project to be utilized as a facility for the manufacturing and production of automotive parts and products is hereby authorized, ratified and approved.
Section 2. The Amended Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Amended Fee Agreement shall be payable solely out of the revenues derived by the County from the Amended Fee Agreement. The fee in lieu of tax, special source credit and infrastructure and improvements grant shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Nothing in this Ordinance or the Amended Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the revenues derived by the County from the Amended Fee Agreement.

Section 3. The Amended Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 4. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of Project Trio, the Project constitutes a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project and the payments in lieu of taxes set forth herein will be beneficial to the County;

(c) The terms and provisions of the Amended Fee Agreement are incorporated herein and made a part hereof, but in the event of a conflict between the Ordinance and the Amended Fee Agreement authorized herein, the Amended Fee Agreement shall control;

(d) It is anticipated that the Project will benefit the general public welfare of the County by providing service, employment and other public benefits not otherwise provided locally;

(e) Neither the Project, the special source credits or the grant granted by the County to defray the Infrastructure improvement costs thereof, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against the general credit or taxing power of the County or any municipality;
(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(h) The benefits of the Project will be greater than the costs.

Section 5. The form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to Project Trio and the County. The Amended Fee Agreement is 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 officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended Fee Agreement now before this meeting. The Chairman of the County Council and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to affect the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 6. Pursuant to the authority of the Act and subject to the limitations set forth in the Amended Fee Agreement, the County agrees to continue the Special Source Credits now contained in the Fee Agreement and to provide the infrastructure and improvement grant contained in the Amended Fee Agreement.

Section 7. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision 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 8. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Amended Fee Agreement for the Project, to the extent and so long as Project Trio makes and continue to make all filings with the County otherwise required by the Act.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.
ORDAINED in meeting duly assembled this ____ day of _______________. 2018.

ATTEST:

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
County Attorney

FOR ANDERSON COUNTY:

__________________________
Tommy Dunn, Chairman

First Reading: November 6, 2018
Second Reading: ____________, 2018
Public Hearing: ____________, 2018
Third Reading: ____________, 2018
The Amended Fee Agreement is to be attached
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 ___th day of ________________ 2018.

(SEAL)

ATTEST:

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
Anderson County Attorney

First Reading: November 6, 2018
Second Reading:
Public Hearing:
Third Reading:
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

PELZER SOLAR I, LLC AS SPONSOR

AND

ANDERSON COUNTY, SOUTH CAROLINA

Effective as of _____________, 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 each 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.
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
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
Anderson County Clerk to Council

SPONSOR:

PELZER SOLAR I, LLC

By: Paul Fleury
    Its: Manager
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 _____________, 2018
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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 does not give rise to 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;

1
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.


“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.
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.

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.

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 or 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)
occaisioned 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
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

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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
Anderson County Clerk to Council

SPONSOR:

ACE SOLAR, LLC

By: Paul Fleury
Its: Manager
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 26, 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 26, 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 ______ day of ______, 2018.

ATTEST: 

______________________________
Rusty Burns
Anderson County Administrator

______________________________
Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
Anderson County Attorney

1st Reading: _________________

2nd Reading: _________________

3rd Reading: _________________

Public Hearing: _______________
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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.
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** - Code of Federal Regulations
- **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


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 measurement 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 impose 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:

<table>
<thead>
<tr>
<th>Size of Development</th>
<th>Distance to existing line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family residence</td>
<td>300 LF</td>
</tr>
<tr>
<td>Duplex apartment complex (2 - 6 Units)</td>
<td>800 LF</td>
</tr>
<tr>
<td>Up to 30 lot subdivision</td>
<td>1500 LF</td>
</tr>
<tr>
<td>30 - 60 lot subdivision</td>
<td>3000 LF</td>
</tr>
<tr>
<td>60 - 90 lot subdivision</td>
<td>4500 LF</td>
</tr>
<tr>
<td>Greater than 90 lot subdivision</td>
<td>1 mile</td>
</tr>
</tbody>
</table>

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)

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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 noted 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 issued 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.
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.


(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)


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
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 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 an 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.
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.

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 of 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; Retain 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/ecd/www/naics.html](http://www.census.gov/ecd/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:

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<tr>
<td>WCTS</td>
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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 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.


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 eliciting 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 "vaclored" 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 made 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 cleaning, 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

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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.
ORDINANCE NO. 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; AND OTHER MATTERS RELATING THERETO.

BOND ORDINANCE

______, 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.


"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.

“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.
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 stared 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 ___ DAY OF ________, 2018.

(SEAL)

ATTEST:                  ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:
Second Reading:
Public Hearing:
Third Reading:
EXHIBIT A – FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
GENERAL OBLIGATION BONDS
SERIES 2019

No. R-___

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>ORIGINAL ISSUE DATE</th>
<th>CUSIP</th>
</tr>
</thead>
</table>

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

Ordinance 2018-060

A-1
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 immobileized 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.

Ordinance 2018-060
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

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -

_______ Custodian ______ (Cust) ______ Minor ______ (Minor)

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)

doing 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.
RESOLUTION NO. R2018-063

A RESOLUTION TO EXPRESS THE INTENTION OF ANDERSON COUNTY, SOUTH CAROLINA, TO CAUSE ANDERSON COUNTY, SOUTH CAROLINA TO BE REIMBURSED WITH THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN COSTS ASSOCIATED WITH A FLEET SERVICES PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) hereby declares its intention to reimburse itself for a portion of the original expenditures to be made to defray the costs of constructing, improving, acquiring and equipping a fleet services facility (the “Project”) with the proceeds of tax-exempt obligations (the “Bonds”), in a maximum aggregate principal amount reasonably expected not to exceed $8,500,000. To that end, the County determines and declares as follows:

NOW THEREFORE, be it resolved by the County Council of Anderson County, South Carolina, as follows:

1. no funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds;

2. the County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds;

3. the County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the County;

4. the County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid;

5. all of the costs to be paid or reimbursed from the proceeds of the Bonds, will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

6. this Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.
DONE, RATIFIED AND ADOPTED this 20th day of November, 2018.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council
To: Anderson County Council
From: Glenn Brill, Director: Parks, Recreation & Tourism Division
Re: Accommodations Tax (ATAX) Grants
Date: October 26, 2018

Usually, I just send you the recommendation summary, without an introduction. This year is anything but usual.

This year, we’ve received grant requests from a record 14 sporting events. Collectively, these events will fill 4,000+ hotel rooms and generate more than $4.5 million in economic impact for Anderson County in 2019. Here are the sports represented:

1. Fishing 2 events
2. Wrestling 4 events
3. Tennis 4 events
4. Boys Baseball 3 events
5. Girls Softball 1 event

In order to accommodate these events, you’ll see some events, which have received ATAX in the past, we’re not recommended for funding this year.
Anderson County ATAX Committee
Requests & Recommendation Summary for FY 2018-2019

Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2018-2019. **Total ATAX Funds Requested:** $667,683 ($645,056 last year). **Total ATAX Funds Available:** $250,926.96 ($258,358.05 last year).

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Duration</th>
<th>Description</th>
<th>FY 18 Allocation</th>
<th>FY 19 Request</th>
<th>Recommendation</th>
<th>Committee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson Area YMCA</td>
<td>Midnight Flight Roadraces</td>
<td>August 23, 2019</td>
<td>The race projects 375 out-of-town runners and 325 room nights. The organization is requesting ATAX funding for marketing and advertising in runners' journals nationwide, print and broadcast media.</td>
<td>$3,000</td>
<td>$7,500</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$</td>
</tr>
<tr>
<td>Anderson Arts Center</td>
<td>Annual Tourism Projects</td>
<td>September 2018-August 2019</td>
<td>It seeks ATAX for printing, invitations, banners, program &amp; brochures.</td>
<td>$5,000</td>
<td>$20,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$</td>
</tr>
<tr>
<td>Anderson Convention and Visitors Bureau</td>
<td>Fishers of Men (FoM) National Championship</td>
<td>April 8-13, 2019</td>
<td>ATAX is requested to pay for advertising &amp; marketing the tournament in FoM's Magazine ($10,000), tourist shuttle transportation &amp; law enforcement security for tourists at Green Pond Landing ($15,000). The event will fill 1,200 room nights.</td>
<td>N/A</td>
<td>$25,000</td>
<td>$15,000</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
4 Applicant: Anderson Convention and Visitors Bureau
Project: SC Dixie Youth Baseball State Tournaments
Duration: July 5-17, 2019
Description: The Anderson Sports center will host three tournaments with almost 800 players/coaches. They'll fill more than 2,000 hotel room nights. $15,000 is requested for marketing/advertising, $27,000 for lodging staff & umpires, $10,500 for meals and $7,500 for tournament supplies.
FY 18 Allocation: N/A
FY 19 Request: $60,000
Recommendation: $40,000
Committee: $15,000
Council: $5

5 Applicant: Anderson Convention and Visitors Bureau
Project: Operational Funding
Duration: July 1, 2018-June 30, 2019
Description: ATAX would help pay for the operation of its Visitor Center including common area maintenance, insurance & utilities.
FY 18 Allocation: $20,000
FY 19 Request: $20,000
Recommendation: $20,000
Committee: $10,000
Council: $5

6 Applicant: Anderson Convention and Visitors Bureau
Project: Advertising
Duration: July 1, 2018-June 30, 2019
Description: ATAX will pay for: print advertising ($40,000), digital/social ads ($5,000) and radio ads/trade shows ($15,000).
FY 18 Allocation: $0
FY 19 Request: $60,000
Recommendation: $0
Committee: $0
Council: $5

7 Applicant: Anderson Convention and Visitors Bureau
Project: Bassmaster Elite Series
Duration: April 1-7, 2019
Description: This tournament’s economic impact will be at least $1 million and could be as high as 3 ½ million. Advertising & marketing in Bassmaster Magazine & B.A.S.S. Times ($15,000) tourist shuttle transportation and law enforcement security for tourists ($30,000)
FY 18 Allocation: N/A
FY 19 Request: $45,000
Recommendation: $25,000
Committee: $25,000
Council: $5
<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Anderson Convention and Visitors Bureau</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>SC High School League Wrestling Championships</td>
</tr>
<tr>
<td>Duration:</td>
<td>February 22-23, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>This event annually generates more than 500 hotel room nights. ATAX would pay</td>
</tr>
<tr>
<td></td>
<td>for hospitality meals for coaches ($3,000), law enforcement security &amp; EMS</td>
</tr>
<tr>
<td></td>
<td>services to tourists ($10,500), clocks/timing devices ($4,800), lodging for</td>
</tr>
<tr>
<td></td>
<td>officials ($1,700).</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$10,000</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$20,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$15,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$15,000</td>
</tr>
<tr>
<td>Council:</td>
<td>$0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Anderson Convention and Visitors Bureau</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Marketing</td>
</tr>
<tr>
<td>Duration:</td>
<td>July 1, 2018-June 30, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>ATAX is requested for: Printed materials, including a Lake Hartwell Fishing</td>
</tr>
<tr>
<td></td>
<td>Guide ($12,000), Promotional materials including Green Pond Landing dry bags</td>
</tr>
<tr>
<td></td>
<td>($8,000), Visitor Center upgrades $5,000 and sponsorship of destination</td>
</tr>
<tr>
<td></td>
<td>marketing anglers ($15,000).</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$0</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$40,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
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<tr>
<td>Committee:</td>
<td>$0</td>
</tr>
<tr>
<td>Council:</td>
<td>$0</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Anderson County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Celebrate Anderson Weekend</td>
</tr>
<tr>
<td>Duration:</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>Items in the event’s budget ATAX can pay for are advertising ($2,500) and law</td>
</tr>
<tr>
<td></td>
<td>enforcement security &amp; event staff for tourists ($7,000).</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$8,500</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$15,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$8,500</td>
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<tr>
<td>Committee:</td>
<td>$8,500</td>
</tr>
<tr>
<td>Council:</td>
<td>$0</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Anderson County Museum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Promotion of Museum Events &amp; Exhibits 2018-2019</td>
</tr>
<tr>
<td>Duration:</td>
<td>September 1, 2018 to August 31, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>The museum hosted a record 23,500 visitors last year. ATAX funding would go</td>
</tr>
<tr>
<td></td>
<td>towards TV ads ($35,000), billboards ($5,000), invitations, postage, printing</td>
</tr>
<tr>
<td></td>
<td>($4,000), rack card &amp; brochures ($3,500) social media advertising ($6,000) and</td>
</tr>
<tr>
<td></td>
<td>programs. It will advertise 24 permanent exhibits, 15 events and 57 programs to</td>
</tr>
<tr>
<td></td>
<td>tourists.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$29,000</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$35,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Council:</td>
<td>$0</td>
</tr>
<tr>
<td>Applicant</td>
<td>Project</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Anderson County Museum</td>
<td>Anderson Trophy Traveling Exhibit</td>
</tr>
<tr>
<td>Anderson County Parks Dept.</td>
<td>Saluda River Rally</td>
</tr>
<tr>
<td>Anderson Sports &amp; Entertainment Center</td>
<td>Tour of SC West Region Showcase Bandarang Duels</td>
</tr>
</tbody>
</table>
15 Applicant: Anderson Sports & Entertainment Center  
Project: Southern Border Wars  
Duration: December 1-2, 2018  
Description: This wrestling tournament will attract 300 competitors from SC, GA, NC & TN. 800-1,000 spectators are projected each day, along with 200 hotel room nights. $1,500 is requested for advertising & promotion. $1,500 is requested for law enforcement & EMS to serve tourists. $1,500 is requested for scoring clocks, timing devices & brackets which isn’t ATAX eligible.

<table>
<thead>
<tr>
<th>FY 18 Allocation:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19 Request:</td>
<td>$4,500 ($3,000 eligible)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$3,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$3,000</td>
</tr>
<tr>
<td>Council:</td>
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</tr>
</tbody>
</table>

16 Applicant: Anderson Sports & Entertainment Center  
Project: SCYWA Upper State Qualifier  
Duration: March 2-3, 2019  
Description: This wrestling tournament will attract 300 competitors from SC, GA, NC & TN. 800-1,000 spectators are projected each day, along with 200 hotel room nights. $1,500 is requested for advertising & promotion. $1,500 is requested for law enforcement & EMS to serve tourists. $1,500 is requested for scoring clocks, timing devices & brackets which isn’t ATAX eligible.

<table>
<thead>
<tr>
<th>FY 18 Allocation:</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>FY 19 Request:</td>
<td>$4,500 ($3,000 eligible)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$3,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$3,000</td>
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<tr>
<td>Council:</td>
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</tbody>
</table>

17 Applicant: Anderson Quilt Guilds  
Project: Anderson Quilt Show  
Duration: August 16-17, 2019  
Description: ATAX would pay for advertising in regional quilt publications, rack cards for quilt shops in three states and social media advertising. 290 tourists, from 14 states, attended its 2017 Show.

<table>
<thead>
<tr>
<th>FY 18 Allocation:</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>FY 19 Request:</td>
<td>$1,500</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$1,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$1,000</td>
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<tr>
<td>Council:</td>
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</tr>
</tbody>
</table>

18 Applicant: Anderson Lights of Hope  
Project: Anderson Christmas Lights  
Duration: November 22-December 25, 2018  
Description: ATAX would pay for radio ($4,100), billboards ($6,037) and social media ($1,000). 51,000 cars drove through last year. 60% of weekend visitors were from outside our county. 22% of weekday visitors were from out of state.

<table>
<thead>
<tr>
<th>FY 18 Allocation:</th>
<th>$4,000</th>
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<tbody>
<tr>
<td>FY 19 Request:</td>
<td>$10,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
</tr>
<tr>
<td>Committee:</td>
<td>$0</td>
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<td>Council:</td>
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<td></td>
<td>Applicant:</td>
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<tr>
<td>19</td>
<td>Anderson Senior Follies</td>
</tr>
<tr>
<td>20</td>
<td>Anderson University</td>
</tr>
<tr>
<td>21</td>
<td>Belton Alliance</td>
</tr>
<tr>
<td>22</td>
<td>Belton Area Museum Assn.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Project</td>
</tr>
<tr>
<td>-----------</td>
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</tr>
<tr>
<td>23 Belton Area Museum Assn.</td>
<td>Promotions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Duration</th>
<th>Description</th>
<th>FY 18 Allocation</th>
<th>FY 19 Request</th>
<th>Recommendation</th>
<th>Committee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Belton Area Museum Assn.</td>
<td>Temporary Exhibits</td>
<td>September 2018-July 2019</td>
<td>The Museum will stage four exhibits. ATAX is requested for exhibit materials ($1,000), speaker fees ($1,000 not eligible) and curatorial expenses ($1,000).</td>
<td>$1,000</td>
<td>$3,000 ($2,000 eligible)</td>
<td>$0</td>
<td>$2,000</td>
<td>$</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Duration</th>
<th>Description</th>
<th>FY 18 Allocation</th>
<th>FY 19 Request</th>
<th>Recommendation</th>
<th>Committee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Belton Center for the Arts</td>
<td>Replace Flooring</td>
<td>September 2018-June 2019</td>
<td>ATAX would pay to replace the Center’s flooring.</td>
<td>N/A</td>
<td>$11,967</td>
<td>$0</td>
<td>$11,000</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Duration</th>
<th>Description</th>
<th>FY 18 Allocation</th>
<th>FY 19 Request</th>
<th>Recommendation</th>
<th>Committee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 Belton Center for the Arts</td>
<td>Programming and Promotions</td>
<td>July 2018-June 2019</td>
<td>The Center’s plans include six exhibitions, which will bring in tourists from neighboring counties and states. ATAX funding will be used for printing, invitations and advertising.</td>
<td>$2,000</td>
<td>$4,500</td>
<td>$0</td>
<td>$0</td>
<td>$</td>
</tr>
</tbody>
</table>
27 Applicant: Belton Tennis Association
Project: Palmetto Championships, SPUD Tourney, Hall of Fame & SC Men’s Collegiate
Duration: 9/29-30, 10-5-7, 5/24-28/19, 7/12-13/19
Description: The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for next year’s event are expected to be more than 450 players, with most players bringing 2 to 3 people with them. ATAX funding will be used for advertising, promotions and hosting. The SPUD attracts 200 people, The Hall of Fame 250 and the SC Men’s Collegiate more than 400.
FY 18 Allocation: $15,000
FY 19 Request: $17,500
Recommendation: $15,000
Committee: $15,000
Council: $0

28 Applicant: Cancer Assn. of Anderson
Project: Hot Air Affair
Duration: May 3-5, 2019
Description: ATAX is requested for advertising and tourist shuttle transportation. 240 room nights will be filled by pilots & crew.
FY 18 Allocation: N/A
FY 19 Request: $10,000
Recommendation: $0
Committee: $0
Council: $0

29 Applicant: City of Anderson
Project: Holiday Ice in Carolina Wren Park
Duration: November 16, 2018-January 6, 2019
Description: ATAX would pay for billboard ads & rack cards. 4,700 people skated last year.
FY 18 Allocation: $1,500
FY 19 Request: $1,500
Recommendation: $1,500
Committee: $1,500
Council: $0

30 Applicant: City of Anderson
Project: Movie Night in Wren Park
Duration: December 2018-August 2019
Description: It seeks money for Facebook & Seneca Journal ads. It projects 0 room nights.
FY 18 Allocation: $0
FY 19 Request: $500
Recommendation: $0
Committee: $0
Council: $0
31 Applicant: Clemson Kennel Club  
Project: AKC Dog Show & Trials @ the Garrison Arena  
Duration: January 4-6, 2019  
Description: The club’s 2018 show attracted 856 entries from more than 50 miles away. A number of dogs entered didn’t show up at the arena due to owner concerns about its climate control. It seeks money to buy national magazine advertising to increase out-of-state entries.

FY 18 Allocation: $2,500  
FY 19 Request: $2,500  
Recommendation: $901.96  
Committee: $901.96  
Council: $  

32 Applicant: Discover Upcountry Carolina Assn.  
Project: Advertising & Marketing  
Duration: October 1, 2018 to September 30, 2019  
Description: A TAX is requested for print advertising, digital marketing, travel/trade shows and press tours. The organization promotes six NW counties in SC, including Anderson.

FY 18 Allocation: $7,500  
FY 18 Request: $20,000  
Recommendation: $4,000  
Committee: $4,000  
Council: $  

33 Applicant: Electric Duplicate Bridge  
Project: Electric City Sectional  
Duration: March 29-31, 2019  
Description: A TAX is requested to help pay for advertising in American Contract Bridge League magazine. 454 people competed in the ’18 Sectional filling 240 room nights

FY 18 Allocation: N/A  
FY 19 Request: $1,500  
Recommendation: $1,500  
Committee: $1,500  
Council: $  

34 Applicant: Electric City Playhouse  
Project: 2018-19 Season Advertising  
Duration: July 1, 2018-June 30, 2019  
Description: A TAX is requested to help pay for advertising.

FY 18 Allocation: $1,000  
FY 19 Request: $2,000  
Recommendation: $0  
Committee: $0  
Council: $
35 Applicant: Friends of Lake Secession
Project: Promotion of Lake
Duration: November 2018-July 2019
Description: It requests $500 to update and reprint a brochure, $2,000 for Fourth of July Fireworks (not eligible) and $4,500 for Community Center upgrades (not eligible).

<table>
<thead>
<tr>
<th>FY 18 Allocation</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19 Request</td>
<td>$7,000 ($500 eligible)</td>
</tr>
<tr>
<td>Recommendation</td>
<td>$0</td>
</tr>
<tr>
<td>Committee</td>
<td>$0</td>
</tr>
</tbody>
</table>

36 Applicant: Honea Path Museum
Project: Display Cases
Duration: January 2019
Description: The Museum is in the renovated Watkins Community Center. ATAX would buy two display cases.

<table>
<thead>
<tr>
<th>FY 18 Allocation</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19 Request</td>
<td>$3,000</td>
</tr>
<tr>
<td>Recommendation</td>
<td>$1,500</td>
</tr>
<tr>
<td>Committee</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

37 Applicant: Town of Iva
Project: Depot Days
Duration: October 12-13, 2018
Description: Applicant requests $900 for advertising & promotion. Requests for pay for a band, porta-potties and special vendors aren’t eligible for ATAX funding.

<table>
<thead>
<tr>
<th>FY 18 Allocation</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19 Request</td>
<td>$2,000 ($900 eligible)</td>
</tr>
<tr>
<td>Recommendation</td>
<td>$900</td>
</tr>
<tr>
<td>Committee</td>
<td>$900</td>
</tr>
</tbody>
</table>

38 Applicant: ICIAI
Project: Prepare to Come Back Home
Duration: September 2018-August 2019
Description: ATAX money will be used for operating the RevIva Visitor Center and promoting several events in Iva to tourists.

<table>
<thead>
<tr>
<th>FY 18 Allocation</th>
<th>$2,500</th>
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<tbody>
<tr>
<td>FY 19 Request</td>
<td>$2,500</td>
</tr>
<tr>
<td>Recommendation</td>
<td>$2,500</td>
</tr>
<tr>
<td>Committee</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

| Council | $ |
39 Applicant: Iva Community Recreation
Project: Dixie Youth State Championships/Field Upgrades
Duration: June-August 2019
Description: It will host Dixie Youth Softball District Tournament with 25 teams. It's requesting $3,500 for advertising and $1,500 for law enforcement to serve tourists. It has a bid in to host a 2019 State Tournament and may bid for a World Series in 2021. It estimates the teams will fill between 500-750 room nights. Field Upgrades include $6,500 for portable fencing and $3,500 for Sun shield netting.

FY 18 Allocation: $15,000
FY 19 Request: $25,000
Recommendation: $10,000
Committee: $20,000
Council: $

40 Applicant: Town of Iva
Project: Summer Nights
Duration: July 2018-June 2019
Description: Thursday evening concert series. $500 is requested for advertising and $4,500 is requested to pay for bands, which is not eligible for ATAX funding.

FY 18 Allocation: N/A
FY 19 Request: $5,000 ($500 eligible)
Recommendation: $0
Committee: $0
Council: $

41 Applicant: John Thomas Ashley SCV Camp #43
Project: Battle of Anderson
Duration: April 5-10, 2019
Description: ATAX will pay for Billboards ($32,000), Signs ($3,800) and Rack Cards ($2,000).

FY 18 Allocation: $4,000
FY 19 Request: $10,000
Recommendation: $3,000
Committee: $3,000
Council: $

42 Applicant: Main Street Program of Anderson
Project: Block Party
Duration: April-June 2019
Description: 35,350 people and 417 tourists attended the 2018 Block Party. ATAX would be used for social media advertising to people within 250 miles of our county.

FY 18 Allocation: $1,000
FY 19 Request: $10,000
Recommendation: $1,000
Committee: $1,000
Council: $
<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Main Street Program of Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Main Street Father's Day Car Show</td>
</tr>
<tr>
<td>Duration:</td>
<td>June 15, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>Three to four states are represented in the 400+ car participants, as well as visitors enjoying the day. ATAX funding will be used for Social Media Promotions ($6,000).</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$2,550</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$5,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$2,500</td>
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<tr>
<td>Committee:</td>
<td>$2,500</td>
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<tr>
<td>Council:</td>
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<thead>
<tr>
<th>Applicant:</th>
<th>Main Street Program of Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Social Media Advertising</td>
</tr>
<tr>
<td>Duration:</td>
<td>July 2018-June 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>The Main St. Facebook page has 42,000 followers, reaches 569,984 and engages 141,470. ATAX would pay for ads to people more than 50 miles from Anderson, including Augusta, Athens, Charlotte, Columbia, Commerce and Knoxville,</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$3,000</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$10,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$2,500</td>
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<td>Committee:</td>
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<td>Council:</td>
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<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Meals on Wheels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Hartwell Lake Poker Run</td>
</tr>
<tr>
<td>Duration:</td>
<td>June 6-7, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>Applicant projects 100 room nights. ATAX would pay for online advertising to reach boat enthusiasts including Poker Runs America &amp; Offshore Only and billboards.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$0</td>
</tr>
<tr>
<td>FY 18 Request:</td>
<td>$1,000</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
</tr>
<tr>
<td>Committee:</td>
<td>$0</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Lake Hartwell Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Historic Mule Barn Restoration &amp; Event Center</td>
</tr>
<tr>
<td>Duration:</td>
<td>2019</td>
</tr>
<tr>
<td>Description:</td>
<td>ATAX would pay for moving the McGee Mule Barn in Starr to the Bart Garrison Ag. Museum of SC and converting it into an event center, with a projected 9,240 room nights its first year. A $200,000 private grant has been secured for the $310,000 project and Lake Hartwell Country would pay the remaining $80,000.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$29,665</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
</tr>
<tr>
<td>Committee:</td>
<td>$10,000</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
<tr>
<td>Applicant:</td>
<td>Pendleton Business Assn.</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Project:</td>
<td>Pendleton Scarecrow Contest</td>
</tr>
<tr>
<td>Duration:</td>
<td>October 1 - November 5, 2018</td>
</tr>
<tr>
<td>Description:</td>
<td>Applicant requests ATAX for a website ($900), a voting booth ($80) and a print ad.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$1,000 ($900 eligible)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
</tr>
<tr>
<td>Committee:</td>
<td>$0</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Pendleton Historic Foundation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Tourism Support &amp; Foundation Promotion</td>
</tr>
<tr>
<td>Duration:</td>
<td>July 2018-June 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>It’s requesting $725 for Discover UpCountry Visitor’s Guide ad and $250 for social media ads. Ineligible requests were made for Wedding website ads ($3,000) and Anderson Chamber map ad ($399).</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$1,700</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$5,273 ($975 eligible)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$975</td>
</tr>
<tr>
<td>Committee:</td>
<td>$975</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Powdersville League of Athletic Youth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Youth Football Jamboree</td>
</tr>
<tr>
<td>Duration:</td>
<td>August 18, 2018</td>
</tr>
<tr>
<td>Description:</td>
<td>ATAX is requested pay for sheriff deputy ($175), food ($323) and snow cone machine rental ($53). None of these are ATAX fundable.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>N/A</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$551 ($0 eligible)</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$0</td>
</tr>
<tr>
<td>Committee:</td>
<td>$0</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>SC Upstate Equine Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Spring Fling Horse Show</td>
</tr>
<tr>
<td>Duration:</td>
<td>April 6-7, 2019</td>
</tr>
<tr>
<td>Description:</td>
<td>ATAX is requested for Facebook ads, flyers &amp; signs and billboards. The applicant projects 30 room nights and 300 tourists.</td>
</tr>
<tr>
<td>FY 18 Allocation:</td>
<td>$5,000</td>
</tr>
<tr>
<td>FY 19 Request:</td>
<td>$6,500</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>$5,000</td>
</tr>
<tr>
<td>Committee:</td>
<td>$5,000</td>
</tr>
<tr>
<td>Council:</td>
<td>$</td>
</tr>
</tbody>
</table>
Applicant: Shalom House Ministries  
Project: Remnants Advertising  
Duration: November 2018-January 2019  
Description: Applicant requests $6,860 for two billboards on I-85 to advertise the store and $640 for one ad each in Greenville and Anderson magazines.

FY 18 Allocation: N/A  
FY 19 Request: $7,500  
Recommendation: $0  
Committee: $0  
Council: $0

Applicant: T. Ed Garrison Arena  
Project: Garrison Arena Promotions  
Duration: September 2018-July 2019  
Description: They’re requesting money for advertising in regional & national equine publications. Events at the Arena generate thousands of hotel room nights annually and attract 100,000 tourists.

FY 18 Allocation: $7,500  
FY 19 Request: $9,000  
Recommendation: $7,500  
Committee: $7,500  
Council: $0

Applicant: The Shepherd’s Guild  
Project: Anderson Greek Festival  
Duration: September 14-16, 2018  
Description: ATAX is requested renting tables & equipment, labor, entertainment and security.

FY 18 Allocation: N/A  
FY 19 Request: $8,361 ($0 eligible)  
Recommendation: $0  
Committee: $0  
Council: $0

Applicant: Town of West Pelzer  
Project: West Pelzer FY 18-19 Events  
Duration: October 2018-April 2019  
Description: It seeks ATAX to promote seven events through print & digital marketing: Westy’s Vintage Market (7,500 visitors), Dog Days of Summer (250 visitors), Mile Long Yard Sale (15,000 visitors) Mistletoe Market on Main (2,000 visitors) and Beard & Biceps Festival (new event).

FY 18 Allocation: N/A  
FY 19 Request: $1,500  
Recommendation: $1,500  
Committee: $1,500  
Council: $0
55 Applicant: When Life Sucks Fndn.
Project: Save the 22 Dinner
Duration: July 13, 2019
Description: They’re expecting 1,000 attendees and last year had guests from WV, FL, WA, NC & GA. It’s requesting $1,800 for print ads in The Southern Edge, a new magazine. It’s requesting $3,000 for radio ads in Spartanburg, Charlotte & Columbia. It also wants $200 for social media boosts on Twitter.

<table>
<thead>
<tr>
<th>FY 18 Allocation: N/A</th>
<th>FY 19 Request: $5,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation: $0</td>
<td>Council: $0</td>
</tr>
</tbody>
</table>

56 Applicant: Envision Williamston
Project: Mineral Spring Park Season of Events
Duration: December 1, 2018-July 30, 2019
Description: It seeks ATAX to promote 12 events in the park over eight months. It seeks money for TV & Radio ads, print & social media ads and rack cards at SC Welcome Centers. 62,860 people attended its 2018 event series.

<table>
<thead>
<tr>
<th>FY 18 Allocation: $8,000</th>
<th>FY 19 Request: $10,050</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation: $8,000</td>
<td>Committee: $8,000</td>
</tr>
<tr>
<td>Council: $0</td>
<td></td>
</tr>
</tbody>
</table>

57 Applicant: Upstate Heritage Quilt Trail
Project: Promotion & Marketing Plan
Duration: September 2018-August 2019
Description: The Trail now has quilts on more than 220 buildings in three counties. ATAX would pay for print ads in regional publications and 25 information destination signs in our county.

<table>
<thead>
<tr>
<th>FY 18 Allocation: N/A</th>
<th>FY 19 Request: $3,666</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation: $0</td>
<td>Committee: $1,000</td>
</tr>
<tr>
<td>Council: $0</td>
<td></td>
</tr>
</tbody>
</table>

58 Applicant: Williamston Springwater Committee
Project: Williamston Christmas Park
Duration: November 24, 2018-January 1, 2019
Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for rack cards in SC Welcome centers ($150) and billboards ($500).

<table>
<thead>
<tr>
<th>FY 18 Allocation: $650</th>
<th>FY 19 Request: $650</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation: $650</td>
<td>Committee: $650</td>
</tr>
<tr>
<td>Council: $0</td>
<td></td>
</tr>
</tbody>
</table>
Applicant: Williamston Springwater Committee
Project: Spring Water Festival
Duration: August 24-25, 2018
Description: Annual festival celebrates the founding of the town, with an estimated attendance of 10,000. ATAX funding will be used for brochures, newspaper advertising and billboards.

FY 18 Allocation: $2,000
FY 19 Request: $2,000
Recommendation: $2,000
Committee: $2,000
Council: $

For more information regarding this year's funding recommendations, please contact Glenn Brill, Parks, Recreation & Tourism Division Director at 260-1092.
## Anderson County Purchasing Department Bid Tabulation

**Bid #** 19-023  
**NEW COURTHOUSE RE-ROOF**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Attended Bid Opening</th>
<th>Bid Bond</th>
<th>Add. #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATES COMM. ROOFING</td>
<td>$620,000.00/ $355,000.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>PICKENS ROOFING</td>
<td>$722,000.00/ $250,000.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>J.A. PIPER ROOFING</td>
<td>$676,776.00/ $257,126.00</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>TURN KEY ROOFING</td>
<td>$695,000.00/ NO BID</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>TECTA</td>
<td>$409,785.00/ 15,000.00</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>$68,810.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LLOYD ROOFING</td>
<td>$784,400.00/ $98,000.00</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>PHOENIX GROUP</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.E. BOURNE</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMILY ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CBS BUILDERS</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AWARDED TO:** Lloyd Roofing
Anderson County Purchasing Department Bid Tabulation

Bid # __19-023  Bid Opening Date and Time ___10-11-18 @ 11:00 A.M.
NEW COURTHOUSE RE-ROOF

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>ATTENDED BID OPENING</th>
<th>BID BOND</th>
<th>ADD. #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOF MONKEYS</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN REN.</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STERLING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CANNON</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BONE DRY ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WAYNE CO.</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREMCO</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DACH</td>
<td>NR</td>
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<td></td>
<td></td>
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<tr>
<td>ACWR</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARC</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUMMIT</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AWARDED TO: ___________________________________________
# Anderson County Purchasing Department Bid Tabulation

**Bid #** 19-023  
**Bid Opening Date and Time** 10-11-18 @ 11:00 A.M.  
**NEW COURTHOUSE RE-ROOF**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>ATTENDED BID OPENING</th>
<th>BID BOND</th>
<th>ADD. #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUNNERY</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEST ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICHARDSON</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQUARE IT UP</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATES. COMM. ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AAR ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIS</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SRM INC.</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NATIONS ROOF</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WCN ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAND ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AWARDED TO:** __________________________________________
Anderson County Purchasing Department Bid Tabulation

Bid # __ 19-023  
Bid Opening Date and Time ___ 10-11-18 @ 11:00 A.M.  
NEW COURTHOUSE RE-ROOF

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>ATTENDED BID OPENING</th>
<th>BID BOND</th>
<th>ADD. #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADC ENGR.</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEN HILL ROOFING</td>
<td>NR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AWARDED TO: _______________________________
SECTION III

Bid Form

Name of Party submitting the Bid:  LLOYD ROOFING COMPANY, INC.

To:  Purchasing Manager for 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 contained therein, hereby submit the following pricing set forth herein:

Bid: Re-Roof of the Anderson County Courthouse

Bid No.: 19-023

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Est. Qty.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-Roof of the Anderson County Courthouse</td>
<td>1</td>
<td>L/S</td>
<td>$784,400.00</td>
<td>$784,400.00</td>
</tr>
</tbody>
</table>

**** Alternate Bid Pricing:

<table>
<thead>
<tr>
<th>ITEM</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>**** Alternate Bid Pricing:</td>
<td></td>
<td></td>
<td>$98,800.00</td>
<td>$98,800.00</td>
</tr>
</tbody>
</table>

A. Alternate No. 1: Provide an add alternate for the following work, in areas noted on the drawings:
1. Remove and replace exterior perimeter weather sealant at all existing aluminum windows.
2. Remove and replace sealant at all expansion joints and controls joints in masonry.
3. Removal and replacement of existing sealants at existing concrete copings to be included in Base Bid.

* See Scope of Work

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor’s Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor’s Agreement and all Bid
**Grant Name:** FY 2018 State Homeland Security Program

**Grant Number:** 18SHSP02

**Grant Period:** 09/01/2018 - 08/31/2019

**Address/ Location:** 305 Camson Rd.
Anderson, SC 29625

**Grant Award:** $96,899

**Project Manager:** Captain Ross Brown

**Contact Number:** (864) 260-4423

**Grant Number:** 18SHSP02 305 Camson Rd. Anderson, SC 29625

**Grant Period:** 09/01/2018-08/31/2019

**Justification:**

The project under this grant is "Upstate Regional WMD Bomb Squad, Anderson County SO." The Bomb Team is comprised of highly trained personnel, who also respond to unstable/hazardous commercial explosives, military ordinances, and bomb threats. The team is outfitted with a bomb robot used to approach suspected devices, and with the use of video technology, the technician can more safely render suspected devices safe. There is always potential to encounter WMD situations and team members must be trained to and have proper equipment to handle those situations as they occur.

With the funds awarded, SLED has approved the purchase of a small fast attack robot, tactical vests, laptop computers, carbon fire disrupter, and exercise support for the annual mandatory regional exercise. In addition to these purchases, the grant includes a Memorandum of Agreement for SLED to purchase, on behalf of the county, one (1) APX8000 radio and one (1) Iridium 9555-PTT satellite radio (with 1-yr of service) to support Homeland Security Regional Response Team interoperability statewide. SLED is making the purchase for several counties in order to get a discounted price for a bulk order. For these purchases, with the exception of subsequent years of service for the radios, there are not any foreseen ongoing commitments beyond those which are already provided for the upkeep of equipment for the bomb team. We are estimating $50/month for the radio service beyond the first year included in the grant. Any funds that are spent beyond the grant award will be expended from the ACSO budget or the ACSO support services budget.

### Ongoing Grant Commitments

**Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Operating Cost</strong></td>
<td>5,000.00</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Contractual Costs</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Insurance Costs</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Capital Costs</strong></td>
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<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>96,899.00</td>
<td>0</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>FTE (new)</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Source of Funds**

- Grant Covers 100%. There is no match required.
- ACSO budgeted operation costs

**Total Funds**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Cumulative Operational Costs</th>
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<tr>
<td><strong>Grant Covers</strong></td>
<td>96,899.00</td>
<td>0</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>ACSO budgeted operation costs</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Funds**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>96,899.00</td>
<td>0</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>99,899</td>
</tr>
</tbody>
</table>

Form approved for submission by: [Signature]

Date Approved by Finance Committee: ______________

Date Approved by County Council: ______________

10/16/2018
**GRANT CAPITAL ITEMS**

If you are requesting new Capital Items on the grant (Items over $1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5912 - FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT NAME:</td>
<td>FY2018 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>18SHSP02</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Captain Ross Brown</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-4423</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(1)—Small fast attack robot</td>
</tr>
</tbody>
</table>

LOCATION WHERE CAPITAL ITEM WILL BE USED: Bomb Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: Requesting a small fast attack robot with capability to mount a remotely fired disruptor. This will enable the team to more adequately respond to a second call for service while larger robot is under use. This smaller platform will be transportable in a standard vehicle and able to be deployed by a person. The smaller platform will have increased stair climbing capabilities, which is something the current secondary robot lacks. The smaller robot will also have a more functional arm with more points of articulation than the current secondary robot. The smaller robot, due to its size, will be far more maneuverable in confined spaces as seen in SWAT calls in the past. This purchase is in compliance with team typing standards.

AMOUNT: $ 59,750.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND? YES  NO

(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER: 

SIGNATURE OF DIVISION DIRECTOR:
### GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant *(Items over $1,000)*, please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

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<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5912 - FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT NAME:</td>
<td>FY2018 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>18SHSP02</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Captain Ross Brown</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-4423</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(2) — Tactical/Fragmentation style vests</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION WHERE CAPITAL ITEM WILL BE USED:</th>
<th>Bomb Team</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:</th>
<th>Requesting tactical/fragmentation style vests required by NBSCAB for the bomb technicians. These vests will allow for Bomb/SWAT integration in training and real world events. These vests recently became a requirement per the NBSCAB instead of a recommendation making this purchase a critical need for the team and the safety of the Bomb Technicians. These vests will give each technician on the team a vest. Purchase is in compliance with team typing standards.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AMOUNT:</th>
<th>$10,000 ($5,000 each)</th>
</tr>
</thead>
</table>

NOTE: Price should include taxes and shipping and handling charges.

**DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?**

(If yes fill in the information below)

If so, please tell how item to be replaced will still be used and location where it will be used.

<table>
<thead>
<tr>
<th>SIGNATURE OF DEPARTMENT MANAGER:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF DIVISION DIRECTOR:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
**GRANT CAPITAL ITEMS**

If you are requesting new Capital Items on the grant *(Items over $1,000)*, please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5912 - FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT NAME:</td>
<td>FY2018 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>18SHSP02</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Captain Ross Brown</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-4423</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(2) — Laptop Computers</td>
</tr>
</tbody>
</table>

**LOCATION WHERE CAPITAL ITEM WILL BE USED:** Bomb Team

**DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:**

Requesting laptop computers to replace aged and outdated computers currently in use.

Laptop computers are essential to the EOD/WMD mission as all modern X-Ray scanners require the use of a computer for development and analysis. Modern software has exceed the capabilities of our current computers in use. This purchase is in compliance with team typing standards.

**AMOUNT:** $2,400 ($1,200 each)

**NOTE:** Price should include taxes and shipping and handling charges.

**DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?**

*YES* ❌ *NO*

(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

**SIGNATURE OF DEPARTMENT MANAGER:**

**SIGNATURE OF DIVISION DIRECTOR:**

**GRANT CAPITAL ITEMS**

If you are requesting new Capital Items on the grant (*Items over $1,000*), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>5912 - FEMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT NAME:</td>
<td>FY2018 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>18SHSP02</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Captain Ross Brown</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-4423</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(1)—Carbon Fire disrupter</td>
</tr>
</tbody>
</table>

| LOCATION WHERE CAPITAL ITEM WILL BE USED: | Bomb Team |
| DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: | Requesting a Carbon Fire disrupter which will be issued to the 4th bomb technician, providing the ability to react quickly to an emergency by providing a compact and easy to emplace disrupter system. Purchase is in compliance with team typing standards. |
| AMOUNT: | $ 7,882.00 |
| NOTE: Price should include taxes and shipping and handling charges. |

**DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?**

*YES [ ] NO [ ]*

(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

| SIGNATURE OF DEPARTMENT MANAGER: |
| [Signature] |
| SIGNATURE OF DIVISION DIRECTOR: |
| [Signature] |
ANDERSON COUNTY GRANT FISCAL IMPACT FORM

FY 2019-2024 FISCAL IMPACT

<table>
<thead>
<tr>
<th>Dept</th>
<th>Fisc Impact</th>
<th>HazMat</th>
</tr>
</thead>
<tbody>
<tr>
<td>5322</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant Name:</th>
<th>FY 2018 State Homeland Security Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Number:</td>
<td>18SHSP15</td>
</tr>
<tr>
<td>Grant Period:</td>
<td>09/01/2018 - 09/30/2019</td>
</tr>
<tr>
<td>Grant Award:</td>
<td>$74,759</td>
</tr>
</tbody>
</table>

| Project Manager: | Terry King |
| Contact Number: | (864) 844-0057 |

| Address/ Location: | 220 Bleckley St. |
| Area Served: | Anderson County |
| Council District: | All |

| Justification: | The project under this grant is for "Upstate Regional WMD HazMat Team, Anderson County SC." Hazardous materials are used in or pass through Anderson County almost daily by air, rail and highway. The presence of railroad switching complexes, seven large trucking terminals, and one airport increases the potential for large-scale hazardous materials incidents. A hazardous materials incident could involve the evacuation of a large number of people. The HazMat team is comprised of personnel specially trained to handle dangerous goods including radioactive, flammable, explosive, corrosive, oxidizing, asphyxiating, biologically hazardous, toxic, pathogenic, or allergenic materials. Also included are physical conditions such as compressed gases and liquids or hot materials, including all goods containing such materials or chemicals, or may have other characteristics that render them hazardous in specific circumstances. |

| Project Period | FY 2018-2024 |
| Grant Award | $74,759 |

| Grant Description: | State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF). |

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Cost</td>
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<tr>
<td>Contractual Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Costs</td>
<td></td>
<td></td>
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<td>FTE (new)</td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant 18SHSP15</td>
<td>74,759.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>74,759.00</td>
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<tr>
<td>HazMat LEPC Revenue Fund will cover overage and/or maintenance</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td>3,000.00</td>
</tr>
<tr>
<td>Total Funds</td>
<td>74,759.00</td>
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<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>77,759.00</td>
</tr>
</tbody>
</table>

Form approved for submission by: ____________________________
Date Approved by Finance Committee: ____________________________
Date Approved by County Council: ____________________________

10/16/2018
If you are requesting new Capital Items on the grant (Items over $1,000), please provide in detail the Item description and where the Item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

| DEPARTMENT: | 5912 - FEMA |
| GRANT NAME: | FY2018 State Homeland Security |
| GRANT NUMBER: | 18SHSP15 |
| PROJECT MGR: | Terry King |
| CONTACT NUMBER: | (864) 844-0057 |
| CAPITAL ITEM REQUESTED: | (1) — First Defender |
| LOCATION WHERE CAPITAL ITEM WILL BE USED: | HazMat Team |
| DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: | Requesting to a First Defender chemical detector. This purchase will replace the existing First Defender which has reached the end of its service life and will no longer be supported by the manufacturer |
| AMOUNT: | $55,000.00 |
| NOTE: Price should include taxes and shipping and handling charges. |
| DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND? | YES | NO |

If so, please tell how Item to be replaced will still be used and location where it will be used. The old unit will be used as a trade-in on the new equipment if that option is available.

SIGNATURE OF DEPARTMENT MANAGER: ____________________________

SIGNATURE OF DIVISION DIRECTOR: ____________________________
ANDERSON COUNTY GRANT FISCAL IMPACT FORM

<table>
<thead>
<tr>
<th>FY 2019-2024 FISCAL IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept</td>
</tr>
<tr>
<td>Grant Name:</td>
</tr>
<tr>
<td>Grant Number:</td>
</tr>
<tr>
<td>Grant Period:</td>
</tr>
<tr>
<td>Grant Award:</td>
</tr>
<tr>
<td>Address/ Location:</td>
</tr>
<tr>
<td>Area Served:</td>
</tr>
<tr>
<td>Council District:</td>
</tr>
</tbody>
</table>

**Grant Number:** 18SHSP09

**Grant Period:** 09/01/2018 - 08/31/2019

**Grant Description:** State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

**Grant Name:** FY 2018 State Homeland Security Program

**Grant Number:** 18SHSP09

**Grant Period:** 09/01/2018 - 08/31/2019

**Grant Award:** $75,759

**Address/ Location:** 305 Camson Rd. Anderson, SC 29625

**Area Served:** Anderson County

**Council District:** All

**Justification:**

The project for this grant is "Upstate Regional WMD SWAT Team, Anderson County SO." The SWAT (special weapons and tactics) team is an elite tactical unit trained to perform high-risk operations that fall outside of the abilities of regular officers. SWAT team members' duties include: performing hostage rescues and counter-terrorism operations; serving high-risk arrest and search warrants; subduing barricaded suspects; and engaging heavily-armed criminals. The team could potentially encounter WMD situations and must be trained to and have proper equipment to handle those situations as they occur.

With the awarded funds, SLED has approved the following purchases as core requirements to meet DHS WMD/SWAT Team Typing Standards. The equipment supports sustainability & maintenance to achieve typing standards for the Anderson Regional WMD SWAT team through the purchase of Self-Contained Breathing Apparatuses and exercise support for the annual mandatory regional exercise as well as COM-T and COM-L training. In addition to these purchases, the grant includes a Memorandum of Agreement for SLED to purchase, on behalf of the county, one (1) APX8000 radio and one (1) Iridium 9575-PTT satellite radio (with 1-yr of service) to support Homeland Security Regional Response Team interoperability statewide; SLED is making the purchase for several counties in order to get a discounted price for a bulk order. For these purchases, with the exception of subsequent years of service for the radios, there are not any foreseen ongoing commitments beyond those which are already provided for the upkeep of equipment for the SWAT team. We are estimating $50/month for the radio service beyond the first year included in the grant. Any maintenance or supplies that need to be purchased will be covered under the Sheriff's Office budget and/or special revenue sources.

**COSTS**

| Personnel | 0 |
| Operating Cost | 5,000 |
| Contractual Cost | 0 |
| Insurance Costs | 0 |
| Capital Costs | 70,759 |
| Total | 75,759 |

**FTE (new):** 0

**Source of Funds:**

- Grant Covers 100%. There is no match required. 75,759
- ACSO budgeted operation costs 0
- Total Funds 75,759

**Ongoing Grant Commitments**

<table>
<thead>
<tr>
<th>Costs</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>FY 23-24</th>
<th>Cumulative Operational Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operating Cost</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td>Contractual Cost</td>
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<td>0</td>
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<tr>
<td>Capital Costs</td>
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<td>Total</td>
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<td>0</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>600</td>
<td>3,000</td>
</tr>
</tbody>
</table>

**FTE (new):** 0

**Date Approved by Finance Committee:** ______________

**Date Approved by County Council:** ______________

Form approved for submission by: ______________

10/16/2018
**GRANT CAPITAL ITEMS**

If you are requesting new Capital Items on the grant (Items over $1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

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<td>FY2018 State Homeland Security</td>
</tr>
<tr>
<td>GRANT NUMBER:</td>
<td>18SHSP09</td>
</tr>
<tr>
<td>PROJECT MGR:</td>
<td>Captain Ross Brown</td>
</tr>
<tr>
<td>CONTACT NUMBER:</td>
<td>864-260-4423</td>
</tr>
<tr>
<td>CAPITAL ITEM REQUESTED:</td>
<td>(9) — Self-Contained Breathing Apparatus (SCBA)</td>
</tr>
</tbody>
</table>

| LOCATION WHERE CAPITAL ITEM WILL BE USED: | SWAT Team |
| DETAILED DESCRIPTION AND PURPOSE FOR CAPITAL ITEM: | The SWAT team is requesting self-contained breathing apparatus (SCBA) for CBRN environments which must be compatible with Avon FM54 APR and AVON PAPR Systems to be fully NIOSH compliant for missions in CBRN Environments. These funds will help complete the goal of having a 15 member element capable of using SCBA respiratory protection during a WMD/CBRN event as requested by SLED DHS regional asset coordinators to meet our team typing standards. |
| AMOUNT: | $58,900.00 |
| NOTE: Price should include taxes and shipping and handling charges. |

**DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Circle one)</td>
<td></td>
</tr>
</tbody>
</table>

If so, please tell how item to be replaced will still be used and location where it will be used.

**SIGNATURE OF DEPARTMENT MANAGER:**

**SIGNATURE OF DIVISION DIRECTOR:**
AGENDA
Planning and Public Works Committee Meeting
Friday, November 16, 2018 at 12:30 pm
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
M. Cindy Wilson, Presiding

Planning/Public Works Committee
Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Ken Waters
3. Sewer Use Ordinance
4. Market Study Report regarding the County Square Project
5. New Business
6. Citizens Comments
7. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Craig Wooten
Honorable Ken Waters

Tommy Dunn
Chairman
Council District 3

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

Post Office Box 8002, Anderson, South Carolina 29622
www.andersoncountysc.org | (864) 260-4000
SEWER AD-HOC COMMITTEE AGENDA

Committee Members:
The Honorable Craig Wooten, Chairman
The Honorable Tommy Dunn
The Honorable Tom Allen

Monday, November 19, 2018 8:30 a.m.
Historic Courthouse
Administrator's Conference Room - Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order
2. Invocation and Pledge of Allegiance
   Chairman Wooten
   Honorable Tom Allen
3. Discussion regarding location of Exit 14 Wastewater Treatment Plant and Sewer Lines
4. Citizens Comments
5. Adjournment
RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 2

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: New Foundations Home for Children

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $1000

3. The purpose for which the funds are being requested: Recreational funds for Christmas

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. Letter attached.

5. Contact Person: Kris Greenway
   Mailing Address: 2300 Standridge Rd. Anderson, SC 29625
   Phone Number: 864-260-4705
   Email: kgreenway@newfoundationschildren.com

6. Statement as to whether the entity will be providing matching funds: No

I certify that the foregoing 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: Kris Greenway  Print Name: Kris Greenway  Date: 11/5/18
New Foundations Home for Children, Inc  
Mr. Steven D Dean  
2300 Strandridge Rd.  
Anderson, SC 29625

RE: Registration Confirmation  
Charity Public ID: P1770

Dear Mr. Steven D Dean:

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on Nov 15, 2019.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities
# Anderson County Building & Codes
## Monthly Activity Report
### Oct-18

### Total Number Permit Transactions:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Single Family</td>
<td>66</td>
</tr>
<tr>
<td>New Multi-Family</td>
<td>1</td>
</tr>
<tr>
<td>Residential Additions/Upgrades</td>
<td>17</td>
</tr>
<tr>
<td>Garages/Barns/Storage</td>
<td>23</td>
</tr>
<tr>
<td>New Manufactured Homes</td>
<td>18</td>
</tr>
<tr>
<td>New Commercial</td>
<td>3</td>
</tr>
<tr>
<td>Commercial Upfits/Upgrades</td>
<td>8</td>
</tr>
</tbody>
</table>
| Courtesy Permits/Fees Waived      | 2      | *(See Attached)*

### Inspection Activity:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens Inquiries (New &amp; Follow Up)</td>
<td>23</td>
</tr>
<tr>
<td>Tall Grass Complaints (New and Follow Ups)</td>
<td>6</td>
</tr>
<tr>
<td>Number of Scheduled Building Inspections</td>
<td>1,088</td>
</tr>
<tr>
<td>Courtesy, Site and Miscellaneous Inspections</td>
<td>45</td>
</tr>
<tr>
<td>Manufactured Home Inspections</td>
<td>113</td>
</tr>
</tbody>
</table>

### Total Number of Inspections (Site Visits) for Department: 1,275

### Reviews/Misc. Activity:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plans Reviewed</td>
<td>336</td>
</tr>
<tr>
<td>Mech/Elec/Plumb Reviews</td>
<td>43</td>
</tr>
<tr>
<td>New Derelict Manufactured Home Cases</td>
<td>0</td>
</tr>
<tr>
<td>Hearings</td>
<td>0</td>
</tr>
<tr>
<td>Court Cases</td>
<td>0</td>
</tr>
</tbody>
</table>

### Revenue Collected:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinspection Fees Collected</td>
<td>$500.00</td>
</tr>
<tr>
<td>Plan Review Revenue</td>
<td>$8,318.60</td>
</tr>
</tbody>
</table>

### Total Revenue For The Month: $94,495.20
Anderson County Building & Codes
Permits Issued for 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>194</td>
<td>232</td>
<td>116</td>
<td>139</td>
<td>81</td>
<td>10</td>
<td>9</td>
<td>30</td>
<td>811</td>
</tr>
<tr>
<td>February</td>
<td>202</td>
<td>207</td>
<td>91</td>
<td>110</td>
<td>201</td>
<td>21</td>
<td>8</td>
<td>35</td>
<td>875</td>
</tr>
<tr>
<td>March</td>
<td>263</td>
<td>385</td>
<td>171</td>
<td>167</td>
<td>89</td>
<td>14</td>
<td>10</td>
<td>25</td>
<td>1124</td>
</tr>
<tr>
<td>April</td>
<td>252</td>
<td>310</td>
<td>139</td>
<td>141</td>
<td>106</td>
<td>6</td>
<td>12</td>
<td>24</td>
<td>990</td>
</tr>
<tr>
<td>May</td>
<td>213</td>
<td>270</td>
<td>116</td>
<td>124</td>
<td>94</td>
<td>10</td>
<td>15</td>
<td>38</td>
<td>880</td>
</tr>
<tr>
<td>June</td>
<td>240</td>
<td>229</td>
<td>134</td>
<td>140</td>
<td>84</td>
<td>10</td>
<td>12</td>
<td>49</td>
<td>898</td>
</tr>
<tr>
<td>July</td>
<td>242</td>
<td>247</td>
<td>111</td>
<td>121</td>
<td>59</td>
<td>24</td>
<td>7</td>
<td>31</td>
<td>842</td>
</tr>
<tr>
<td>August</td>
<td>246</td>
<td>251</td>
<td>119</td>
<td>123</td>
<td>106</td>
<td>22</td>
<td>24</td>
<td>40</td>
<td>931</td>
</tr>
<tr>
<td>September</td>
<td>216</td>
<td>210</td>
<td>124</td>
<td>121</td>
<td>51</td>
<td>2</td>
<td>13</td>
<td>35</td>
<td>772</td>
</tr>
<tr>
<td>October</td>
<td>225</td>
<td>238</td>
<td>129</td>
<td>143</td>
<td>110</td>
<td>11</td>
<td>14</td>
<td>46</td>
<td>916</td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>2293</td>
<td>2579</td>
<td>1250</td>
<td>1329</td>
<td>981</td>
<td>130</td>
<td>124</td>
<td>353</td>
<td>9039</td>
</tr>
</tbody>
</table>

Permits Issued

- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December
### Anderson County Building & Codes

**Permit Revenue for 2018**

<table>
<thead>
<tr>
<th>Month</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>HVAC</th>
<th>MH</th>
<th>Wrecking</th>
<th>Moving</th>
<th>Misc.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$43,222.40</td>
<td>$13,505.00</td>
<td>$5,276.50</td>
<td>$8,308.00</td>
<td>$1,470.90</td>
<td>$450.00</td>
<td>$135.00</td>
<td>$5,048.90</td>
<td>$77,416.70</td>
</tr>
<tr>
<td>February</td>
<td>$87,583.60</td>
<td>$11,630.00</td>
<td>$4,443.00</td>
<td>$6,896.00</td>
<td>$2,039.60</td>
<td>$855.00</td>
<td>$120.00</td>
<td>$8,222.20</td>
<td>$121,789.60</td>
</tr>
<tr>
<td>March</td>
<td>$47,939.80</td>
<td>$28,578.00</td>
<td>$13,742.50</td>
<td>$9,658.50</td>
<td>$1,525.80</td>
<td>$540.00</td>
<td>$120.00</td>
<td>$2,161.60</td>
<td>$104,266.20</td>
</tr>
<tr>
<td>April</td>
<td>$50,679.00</td>
<td>$22,975.00</td>
<td>$5,916.50</td>
<td>$8,120.00</td>
<td>$2,935.30</td>
<td>$270.00</td>
<td>$180.00</td>
<td>$27,857.80</td>
<td>$118,933.60</td>
</tr>
<tr>
<td>May</td>
<td>$49,860.00</td>
<td>$15,833.00</td>
<td>$6,720.50</td>
<td>$7,865.00</td>
<td>$2,706.10</td>
<td>$450.00</td>
<td>$225.00</td>
<td>$6,937.50</td>
<td>$90,597.10</td>
</tr>
<tr>
<td>June</td>
<td>$119,289.80</td>
<td>$19,047.00</td>
<td>$6,182.00</td>
<td>$17,949.00</td>
<td>$2,250.60</td>
<td>$360.00</td>
<td>$180.00</td>
<td>$12,108.60</td>
<td>$177,367.00</td>
</tr>
<tr>
<td>July</td>
<td>$48,728.60</td>
<td>$17,313.00</td>
<td>$5,710.50</td>
<td>$6,590.00</td>
<td>$1,323.20</td>
<td>$630.00</td>
<td>$105.00</td>
<td>$4,177.90</td>
<td>$84,578.20</td>
</tr>
<tr>
<td>August</td>
<td>$50,900.60</td>
<td>$13,267.00</td>
<td>$5,052.50</td>
<td>$7,050.00</td>
<td>$2,550.30</td>
<td>$540.00</td>
<td>$330.00</td>
<td>$6,331.60</td>
<td>$86,022.00</td>
</tr>
<tr>
<td>September</td>
<td>$48,885.40</td>
<td>$12,425.00</td>
<td>$4,925.50</td>
<td>$6,320.00</td>
<td>$1,036.70</td>
<td>$90.00</td>
<td>$180.00</td>
<td>$8,608.40</td>
<td>$82,483.00</td>
</tr>
<tr>
<td>October</td>
<td>$54,730.00</td>
<td>$13,888.00</td>
<td>$5,716.50</td>
<td>$7,800.00</td>
<td>$2,867.10</td>
<td>$495.00</td>
<td>$180.00</td>
<td>$8,818.60</td>
<td>$94,495.20</td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$601,829.20</td>
<td>$168,461.00</td>
<td>$63,686.00</td>
<td>$86,556.50</td>
<td>$20,707.60</td>
<td>$4,680.00</td>
<td>$1,755.00</td>
<td>$90,273.10</td>
<td>$1,037,948.60</td>
</tr>
</tbody>
</table>

![Permit Revenue Chart](image.png)
For the month of: **Oct-18**

<table>
<thead>
<tr>
<th>ANDERSON COUNTY BUILDING &amp; CODES</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 8002</td>
</tr>
<tr>
<td>ANDERSON, SC 29622-8022</td>
</tr>
</tbody>
</table>

**F.W. DODGE BUILDING STATISTICS**

**P.O. BOX 3941**

**ANDERSON, SC 29622-8022**

**PLEASE RETURN THE WEEK OF:**

**Section 1**

<table>
<thead>
<tr>
<th>Item</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>Omit cents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEW RESIDENTIAL</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Single-family houses, detached</td>
<td>101</td>
<td>66</td>
</tr>
<tr>
<td>Exclude mobile homes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-family houses, attached</td>
<td>102</td>
<td></td>
</tr>
<tr>
<td>- Separated by ground to roof wall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- No units above or below, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Separate heating systems &amp; utility meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two-family buildings</td>
<td>103</td>
<td></td>
</tr>
<tr>
<td>Three and four-family buildings</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td>Five-or-more family buildings</td>
<td>105</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL: Sum of 101-105</td>
<td>109</td>
<td>67</td>
</tr>
</tbody>
</table>

**Section 2**

<table>
<thead>
<tr>
<th>Item</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>Omit cents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEW RESIDENTIAL</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Nonhousekeeping buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotels, motels, and tourist cabins</td>
<td>213</td>
<td></td>
</tr>
<tr>
<td>Other non-housekeeping shelter</td>
<td>214</td>
<td></td>
</tr>
</tbody>
</table>

**Section 3**

<table>
<thead>
<tr>
<th>Item</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>Omit cents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEW NONRESIDENTIAL</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Buildings</td>
<td>318</td>
<td></td>
</tr>
<tr>
<td>Churches and other religious</td>
<td>319</td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td>Parking garages (buildings &amp; open decked)</td>
<td>321</td>
<td></td>
</tr>
<tr>
<td>Service stations and repair garages</td>
<td>322</td>
<td>1</td>
</tr>
<tr>
<td>Hospitals and institutional</td>
<td>323</td>
<td></td>
</tr>
<tr>
<td>Offices, banks, and professional</td>
<td>324</td>
<td>1</td>
</tr>
<tr>
<td>Public works and utilities</td>
<td>325</td>
<td></td>
</tr>
<tr>
<td>Schools and other educational</td>
<td>326</td>
<td></td>
</tr>
<tr>
<td>Stores and customer services</td>
<td>327</td>
<td>1</td>
</tr>
<tr>
<td>Other nonresidential buildings</td>
<td>328</td>
<td>10</td>
</tr>
<tr>
<td>Structures other than buildings</td>
<td>329</td>
<td>10</td>
</tr>
</tbody>
</table>

**Section 4**

<table>
<thead>
<tr>
<th>Item</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>Omit cents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADDITIONS, ALTERATIONS AND CONVERSIONS</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Residential - Classify additions of garages and carparks in Item 418</td>
<td>434</td>
<td>17</td>
</tr>
<tr>
<td>Nonresidential and non-housekeeping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additions of existing garages and carparks</td>
<td>437</td>
<td>8</td>
</tr>
<tr>
<td>Other alterations and conversions</td>
<td>438</td>
<td>13</td>
</tr>
</tbody>
</table>

**Section 5**

<table>
<thead>
<tr>
<th>Item</th>
<th>Privately Owned</th>
<th>Publicly Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of</td>
<td>Valuation of</td>
</tr>
<tr>
<td></td>
<td>Buildings</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>Omit cents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DEMOLITIONS AND RAZING OF BUILDINGS</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>Single-family houses (attached and detached)</td>
<td>645</td>
<td>3</td>
</tr>
<tr>
<td>Two-family buildings</td>
<td>646</td>
<td></td>
</tr>
<tr>
<td>Three-and-four-family buildings</td>
<td>647</td>
<td></td>
</tr>
<tr>
<td>Five-or-more family buildings</td>
<td>648</td>
<td></td>
</tr>
<tr>
<td>All other buildings, structures or mobile homes</td>
<td>649</td>
<td>7</td>
</tr>
</tbody>
</table>

**REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION**

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

If NO PERMITS were issued during this period, mark (X) and return this form.
<table>
<thead>
<tr>
<th>PERMIT #</th>
<th>DATE</th>
<th>COST</th>
<th>OWNER NAME</th>
<th>MOD DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>201804291</td>
<td>10/11/2018</td>
<td>2,396,000.00</td>
<td>ANDERSON COUNTY</td>
<td>ANDERSON COUNTY AVIATION TERMINAL</td>
</tr>
<tr>
<td>201804408</td>
<td>10/24/2018</td>
<td>300,000.00</td>
<td>ANDERSON COUNTY SOLID WASTE MANAGEMENT</td>
<td>GREEN POND LANDING RESTROOM</td>
</tr>
</tbody>
</table>

TOTALS: 2 2,696,000.00
### Council Meeting of:
- 7/10/2018
- 8/21/2018
- 10/16/2018
- 11/7/2018

### Check Dated:
- 7/18/2018
- 8/22/2018
- 8/29/2018
- 10/31/2018

### DISTRICT 1 - SPECIAL PROJECTS

**001-5823-001-241**

**FY Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Number</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>61880</td>
<td></td>
<td>From Accommodations Fee</td>
<td>25,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Brought Forward</td>
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<tr>
<td>7/10/2018</td>
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<td>61880</td>
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<td>1,259.43</td>
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<tr>
<td>8/7/2018</td>
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<tr>
<td>8/21/2018</td>
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<td></td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
<td>65863</td>
<td></td>
<td>Salvation Army of Anderson County</td>
<td>(8,000.00)</td>
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**SUB-TOTAL** 12,259.43

<table>
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<tr>
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<tbody>
<tr>
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<td>Anderson Free Clinic</td>
</tr>
<tr>
<td>11/7/2018</td>
<td>Anderson YMCA</td>
</tr>
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</table>

**Ending Balance** 5,259.43

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2018
## District 2 - Special Projects

**001-5829-002-241**

**FY Ended June 30, 2019**

<table>
<thead>
<tr>
<th>Council Meeting of</th>
<th>Check Dated</th>
<th>Check Number</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62912</td>
<td>Anderson Jet Track Club</td>
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<td>(1,000.00)</td>
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<td>8/7/2018</td>
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<td>Friends of Broadway Lake</td>
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<td>8/7/2018</td>
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<td>63061</td>
<td>Shepherd Guild</td>
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<td>63303</td>
<td>Concerned Citizens for the Eastside</td>
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<td>9/6/2018</td>
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<td>63872</td>
<td>City of Anderson Recreation (Assist District 2 citizens with scholarship programs)</td>
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<td>10/16/2018</td>
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<td>65753</td>
<td>Calvary Home for Children (Halloween, Thanksgiving and Birthday Activities)</td>
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<td>New Foundations (Halloween and Thanksgiving)</td>
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**SUB-TOTAL** 32,441.23

**Committed:**

- **8/15/2017**
  Games for Rehab Center
  (341.23)
- **10/16/2018**
  Anderson Chapter National Federation of the Blind (Christmas Dinner)
  (1,000.00)

**Ending Balance** 31,100.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council
Jana Pressley, Assistant Finance Manager
<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Number</th>
<th>Vendor Description</th>
<th>Amount</th>
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<td>7/18/2018</td>
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<td>Anderson YMCA (Midnight Flight)</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
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<td>Distinguished Young Women of Anderson County</td>
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<tr>
<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61780</td>
<td>Leverette-Thomas American Legion (Insurance on Bldg.)</td>
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<td>7/10/2018</td>
<td>7/18/2018</td>
<td>61874</td>
<td>Widows Watchman Ministries</td>
<td><strong>(200.00)</strong></td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63249</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
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<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63252</td>
<td>Anderson Jets Track Club</td>
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<td>63255</td>
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<tr>
<td>8/21/2018</td>
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<td>Bolton Area Museum</td>
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<tr>
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<td>63341</td>
<td>Homeland Park Fire Department</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63546</td>
<td>Iva Community Improvements Assoc</td>
<td><strong>(700.00)</strong></td>
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<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
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<tr>
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<td>Shalom (Annual Bike Ride)</td>
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<tr>
<td>9/4/2018</td>
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<td>64053</td>
<td>WLS Foundation</td>
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<tr>
<td>9/18/2018</td>
<td>9/26/2018</td>
<td>64429</td>
<td>Anderson Free Clinic</td>
<td><strong>(500.00)</strong></td>
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<td>9/26/2018</td>
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<td>10/2/2018</td>
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<td>Anderson District 3 (Crescent Elite Shooters)</td>
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<tr>
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<td>10/31/2018</td>
<td>65863</td>
<td>SC Genealogical Society</td>
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</table>

**SUB-TOTAL**  
13,236.54

**Committed:**

**Ending Balance**  
13,236.54

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  

DATE: November 14, 2018
<table>
<thead>
<tr>
<th>Meeting of</th>
<th>Dated</th>
<th>Number</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/10/2018</td>
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<td>Widows Watchman Ministries</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
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<td>Anderson Co 4-H (Clemson Coop)</td>
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<tr>
<td>8/21/2018</td>
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<td>9/4/2018</td>
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<td>9/4/2018</td>
<td>9/12/2018</td>
<td>64053</td>
<td>WLS Foundation</td>
<td>250.00</td>
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<tr>
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<td>Anderson Free Clinic</td>
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**SUB-TOTAL**  
28,956.99

**Committed:**  
11/6/2018  
Anderson Lights of Hope (500.00)

**Ending Balance**  
28,456.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council  
Jana Pressley, Assistant Finance Manager  
November 14, 2018
DISTRICT 5 - SPECIAL PROJECTS
001-58239-005-241
FY Ended June 30, 2019

<table>
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<th>Check Number</th>
<th>Vendor / Description</th>
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<tr>
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<td>7/18/2018</td>
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<td>8/21/2018</td>
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<td>8/21/2018</td>
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<td>63403</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
<td>(500.00)</td>
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<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Anderson Life Crisis Center</td>
<td>(1,500.00)</td>
</tr>
<tr>
<td>8/21/2018</td>
<td>8/29/2018</td>
<td>63403</td>
<td>Salvation Army of Anderson County</td>
<td>(2,000.00)</td>
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<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
<td>63832</td>
<td>Anderson Cavaliers Athletic Program</td>
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<tr>
<td>9/4/2018</td>
<td>9/12/2018</td>
<td>63836</td>
<td>Anderson County Humane Society</td>
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<td>9/12/2018</td>
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<tr>
<td>9/10/2018</td>
<td>9/12/2018</td>
<td>64429</td>
<td>Anderson Free Clinic</td>
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<tr>
<td>9/16/2018</td>
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<td>JE 9039</td>
<td>Transfer to Roads and Bridges (Homeland Park Fire)</td>
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SUB-TOTAL: 25,070.05

Committed:

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</tr>
<tr>
<td>11/6/2018</td>
<td>Anderson Lights of Hope</td>
<td>(1,000.00)</td>
</tr>
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</table>

Ending Balance: 22,850.35

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Creggert, Clerk to Council
Jana Pressley, Assistant Finance Manager

DATE: November 14, 2018
<table>
<thead>
<tr>
<th>Meeting of:</th>
<th>Check Dated:</th>
<th>Check Number</th>
<th>Vendor / Description</th>
<th>Amount</th>
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<td>Powdersville High (Fishing Team)</td>
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<td>8/29/2018</td>
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<td>9/26/2018</td>
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<td>Powdersville League of Athletic Youth (Mower and turf accessories)</td>
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<td>9/26/2018</td>
<td>64558</td>
<td>Powdersville League of Athletic Youth (Ball fields and Gym rental)</td>
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</tr>
</tbody>
</table>

**SUB-TOTAL** 11,194.45

**Ending Balance**

11,194.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2018
<table>
<thead>
<tr>
<th>Meeting on</th>
<th>Dated</th>
<th>Check</th>
<th>Check Number</th>
<th>Vendor / Description</th>
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<td>Brought Forward</td>
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<tr>
<td>8/7/2018</td>
<td>8/22/2018</td>
<td>62912</td>
<td>Widows Watchman Ministries</td>
<td>Anderson Jet Track Club</td>
<td>(300.00)</td>
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<td>8/21/2018</td>
<td>8/22/2018</td>
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<td>Town of Honea Path (Fire &amp; EMS)</td>
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<td>8/21/2018</td>
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<td>63249</td>
<td>Anderson Co 4-H (Clemson Coop)</td>
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<tr>
<td>9/4/2018</td>
<td>9/29/2018</td>
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<td>Pelzer Heritage Commission</td>
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<td>Shalom (Annual Bike Ride)</td>
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<td>9/21/2018</td>
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<td>Honea Path Free Clinic</td>
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<tr>
<td>10/16/2018</td>
<td>10/31/2018</td>
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<td>SC Genealogical Society</td>
<td>(250.00)</td>
<td></td>
</tr>
</tbody>
</table>

SUB-TOTAL: 6,650.00

Committed:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/16/2018</td>
<td>Cheddar Youth Center</td>
<td>(3,500.00)</td>
</tr>
<tr>
<td>10/16/2018</td>
<td>Town of Honea Path (Senior Citizens)</td>
<td>(250.00)</td>
</tr>
<tr>
<td>11/6/2018</td>
<td>Anderson Lights of Hope</td>
<td>(250.00)</td>
</tr>
</tbody>
</table>

Ending Balance: 2,650.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: November 14, 2018
### Paving Report - October 31, 2018

<table>
<thead>
<tr>
<th>Total</th>
<th>$2,270,840.04</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY18-19 Budget</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>Transfers In</td>
<td>$770,840.04</td>
</tr>
<tr>
<td>Committed</td>
<td>$547,000.00</td>
</tr>
<tr>
<td>AVAILABLE</td>
<td>$1,723,840.04</td>
</tr>
</tbody>
</table>

**FDP** = Full-Depth Patching; **FDR** = Full-Depth Reclamation; **ST** = Single-Treatment; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

<table>
<thead>
<tr>
<th>Approval Date</th>
<th>Project</th>
<th>Scope</th>
<th>Appropriated Amount</th>
<th>Total Project Spent to Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>Townville Fire Department</td>
<td>Pave Parking Lot</td>
<td>$10,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/12</td>
<td>Town of Honea Path</td>
<td>Paving</td>
<td>$48,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Pelzer</td>
<td>Paving</td>
<td>$17,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of West Pelzer</td>
<td>Paving</td>
<td>$25,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/07/18</td>
<td>Town of Williamston</td>
<td>Paving</td>
<td>$52,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>08/21/18</td>
<td>School District Road in D6</td>
<td>Paving</td>
<td>$20,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>10/02/18</td>
<td>Mental Health Parking lot</td>
<td>Pave Parking Lot</td>
<td>$60,000.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>10/04/18</td>
<td>C-Fund Matching Funds</td>
<td>Paving</td>
<td>$315,000.00</td>
<td>$315,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Totals:**
- $547,000.00
- $315,000.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31, 2018.

Prepared By: Roads & Bridges
Date: November 6, 2018

Certified by: Neil Carney
Date: Neil Carney
Council Meeting: November 20, 2018

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.
**BUDGET TRANSFER**

<table>
<thead>
<tr>
<th>DIVISION: Sheriff</th>
<th>DEPARTMENT: Sheriff</th>
</tr>
</thead>
</table>

**FROM:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>Description</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Repairs to Equipment</td>
<td>001-5161-000-251</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**TO:**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACCT.#</th>
<th>Description</th>
<th>ACCT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Professional Serv</td>
<td>001-5161-000-251-50</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**AMOUNT:**

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,035.00</td>
</tr>
</tbody>
</table>

Total 7,035.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

AFIS Advantage Software Support Agreement FY 18-19

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: [Signature]  
DATE: 10-18-19

DIVIS HEAD: [Signature]  
DATE: 10-19-18

FINANCE: [Signature]  
DATE: 10-23-18

ADMINISTRATOR: [Signature]  
DATE: 10-30-18

Journal Entry # 1018
## Uniform Patrol

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>278</td>
</tr>
<tr>
<td>Total Calls for Service</td>
<td>8,604</td>
</tr>
<tr>
<td>Total Number of Incident Reports</td>
<td>1,554</td>
</tr>
<tr>
<td>Total Number of Arrests</td>
<td>396</td>
</tr>
<tr>
<td>Total Number of &quot;Domestic&quot; incidents</td>
<td>56</td>
</tr>
<tr>
<td>Total Number of &quot;Unlawful Conduct Towards a Child&quot; Reports</td>
<td>5</td>
</tr>
</tbody>
</table>

## Animal Control

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>25</td>
</tr>
<tr>
<td>Total Calls for Service</td>
<td>758</td>
</tr>
<tr>
<td>Total Number of Animals Collected/Transported</td>
<td>142</td>
</tr>
<tr>
<td>Total Number of State Tickets/Arrest Warrants</td>
<td>13</td>
</tr>
<tr>
<td>Total Number of County Ordinance Tickets/Warnings Issued</td>
<td>241</td>
</tr>
</tbody>
</table>

## Detention Center

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Population</td>
<td>430</td>
</tr>
<tr>
<td>Average Daily Population Capacity Percentage</td>
<td>167.3%</td>
</tr>
<tr>
<td>Total Number of Meals Served</td>
<td>39,454</td>
</tr>
<tr>
<td>Litter Crew: Total Miles Cleared/Cleared</td>
<td>35</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Trash Bags Processed</td>
<td>1,922</td>
</tr>
<tr>
<td>Litter Crew: Total Number of Tires Removed</td>
<td>235</td>
</tr>
</tbody>
</table>

## Communications Center

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Calls for Service</td>
<td>1,058</td>
</tr>
<tr>
<td>Total Calls for Assistance</td>
<td>32,805</td>
</tr>
</tbody>
</table>