AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
December 4, 2018 at 6:00 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:
2. RESOLUTIONS/PROCLAMATIONS:
   a. R2018-065: A resolution to recognize and honor Future Farmers of America
      American Degree Recipients for their outstanding academic and professional excellence.
      Mr. Ray Graham (allotted 5 minutes)
   b. R2018-066: A resolution to promote and encourage the citizens of Anderson County to
      support Small independently-owned businesses during November 25, 2018 through
      December 24, 2018 which is Small Business Month. All Council (allotted 5 minutes)
   c. PROCLAMATION: Arbor Day Month

3. ADJOURNMENT:

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
December 4, 2018 at 6:30 PM
Historic Courthouse – Council Chambers – Second Floor
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE: Mr. Ken Waters
3. APPROVAL OF MINUTES: November 20, 2018
4. CITIZENS COMMENTS: Agenda Matters

5. PRESENTATION FOR A MEMORIAL AT THE CIVIC CENTER SOCCER FIELD IN MEMORY OF PARKER: Mr. Andy Moore (allotted 15 minutes)

6. ORDINANCE THIRD READING:
   a. 2018-045: An ordinance imposing a prohibition on certain motor vehicle traffic on
      Ballard Road (C-06-0041). (District 7) PUBLIC HEARING-NO TIME LIMITS
      Mr. Rusty Burns (allotted 5 minutes)
   b. 2018-046: An ordinance to provide approval for 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 into the Right way of
      Oswego Road. (District 4) PUBLIC HEARING-NO TIME LIMITS
      Mr. Rusty Burns (allotted 5 minutes)
   c. 2018-048: An ordinance to amend Chapter 70-9:2 of the Anderson County Code of
      Ordinances, so as to provide compensation to members of the Board of Zoning
      Appeals. PUBLIC HEARING-NO TIME LIMITS
      Mr. Jeff Parkey (allotted 5 minutes)
   d. 2018-049: An ordinance to amend Chapter 38-311 of the Anderson County Code of
      Ordinances, so as to clarify the decision-making and public record and notification
      processes for preliminary subdivision proposals. PUBLIC HEARING-NO TIME LIMITS
      Mr. Jeff Parkey (allotted 5 minutes)
   e. 2018-050: An ordinance to amend Chapter 38-66 of the Anderson County Code of
      Ordinances, so as to provide compensation to Planning Commissioners.
      PUBLIC HEARING-NO TIME LIMITS
      Mr. Jeff Parkey (allotted 5 minutes)

Post Office Box 8002, Anderson, South Carolina 29622
www.andersoncountysc.org | (864) 260-4000
f. **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)

g. **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)

h. **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)  
   **PUBLIC HEARING-NO TIME LIMITS**  
   Mr. Burriss Nelson (allotted 5 minutes)

i. **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)  
   **PUBLIC HEARING-NO TIME LIMITS**  
   Mr. Burriss Nelson (allotted 5 minutes)

j. **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)  
   **PUBLIC HEARING-NO TIME LIMITS**  
   Mr. Burriss Nelson (allotted 5 minutes)

k. **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 Robert Bosch LLC 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)  
   **PUBLIC HEARING-NO TIME LIMITS**  
   Mr. Burriss Nelson (allotted 5 minutes)

7. **ORDINANCE SECOND READING:**
   a. **2018-058**: An ordinance to amend Chapter 66, 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.”  
      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. **PUBLIC HEARING-NO TIME LIMITS.**  
      Ms. Rita Davis (allotted 5 minutes)

8. **ORDINANCE FIRST READING:**
   a. **2018-061**: An ordinance to amending the zoning map to rezone +/- 2.00 acres from R-20 (Single Family Residential) to R-M1 (Mixed Residential District) at 2503 Midway Road. (District 1)  
      **PUBLIC HEARING-NO TIME LIMITS**  
      Mr. Jeff Parkey (allotted 5 minutes)

   b. **2018-062**: An ordinance to amending the zoning map to rezone +/- 8.75 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial) at 83 Princeton Highway. (District 7)  
      **PUBLIC HEARING-NO TIME LIMITS**  
      Mr. Jeff Parkey (allotted 5 minutes)

9. **RESOLUTIONS**: none
10. **BID APPROVAL:**
   a. # 19-025 Kid Venture Playground 2.0 Professional Services

11. **EXECUTIVE SESSION:** Discussion concerning County employee Health Plan Contracts

12. **COUNCIL MEETING ADJUSTMENT:**

13. **APPOINTMENTS:**
   Economic Development Board- D3

14. **REQUESTS BY COUNCIL:**
   Outdoor Dream Foundation- All Districts

   **All Districts (14 minutes)**

15. **ADMINISTRATORS REPORT:**

16. **CITIZENS COMMENTS:**

17. **REMARKS FROM COUNCIL:**

18. **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.
RESOLUTION #R2018-065

A RESOLUTION TO HONOR AND RECOGNIZE THE FUTURE FARMERS OF AMERICA AMERICAN DEGREE RECIPIENTS FOR THEIR OUTSTANDING ACADEMIC AND PROFESSIONAL EXCELLENCE; AND OTHER MATTERS RELATED THERETO.

Whereas, students begin in the Agricultural Education programs in Anderson County to develop premier leadership, personal growth and career success; and,

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

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

Whereas, on Saturday October 27, 2018, the American FFA degree was awarded to the following students as recognition of their years of academic and professional excellence Joseph McCannon, Kaylynn Jane Hippler, Maeghan Inex Burdette, Joseph Powell Copelan, and William Lane Keasler; and,

Whereas, the Anderson County Council is proud to recognize and honor the youth in our community who demonstrate high levels of professionalism, entrepreneurship, and vision. Developing life skills such as leadership, responsibility, and dedication and commitment to give back to the community. We are proud of your accomplishments and wish you great success in your future endeavors.

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

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Ray Graham
District Three

M. Cindy Wilson
District Seven

Gracie S. Floyd
District One

Tom Allen
District Four

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

Ken Waters
District Six

ATTEST:
RESOLUTION 2018-066

A RESOLUTION TO PROMOTE AND ENCOURAGE THE CITIZENS OF ANDERSON COUNTY TO SUPPORT SMALL INDEPENDENTLY-OWNED BUSINESSES DURING NOVEMBER 25, 2018 THROUGH DECEMBER 24, 2018 WHICH IS SMALL BUSINESS MONTH; AND OTHER MATTERS RELATED THERETO.

Whereas, there are over 28,000,000 small businesses in the United States including 13,212 small businesses located in Anderson County; and,

Whereas, locally-owned, independent businesses generate thousands of jobs for Anderson County residents each year and provide unique services and products that give Anderson County its distinct character and sense of pride; and,

Whereas, Anderson County’s independently- owned businesses give back to our communities in goods, services, time, talent and help preserve the uniqueness of our communities; and,

Whereas, the health of Anderson county’s economy, and that of each community within it, depends on our support of businesses owned by our friends and neighbors; and,

Now therefore, Anderson County Council is grateful to recognize the small businesses within Anderson County. We do hereby encourage the residents of Anderson County to shop locally specifically during November 25, 2018 through December 24, 2018 in support of “Small Business Month” and throughout the year to ensure our local economy continues to prosper throughout the New Year.

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

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

Craig Wooten
District One

Gracie S. Floyd
District Two

Ray Graham
District Three

Tom Allen
District Four

Ken Waters
District Six

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Lacey A. Croegaert
Clerk to Council

ATTEST:
Arbor Day Proclamation

Whereas.  In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas,  the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas,  Arbor Day is now observed throughout the nation and the world, and

Whereas,  trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas,  trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas,  trees increase local property values, enhance the economic vitality of business area, and beautify our community, and

Whereas,  trees, whenever they are planted, are a source of joy and spiritual renewal,

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

NOW THEREFORE, we the Anderson County Council of Anderson, South Carolina, do hereby proclaim December 2018 as

Arbor Day Month

in the County of Anderson, South Carolina, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed on the 4th day of December, 2018

Clerk, Anderson County Council

Tommy Dunn, Chairman
Anderson County Council
State of South Carolina  
County of  Anderson  

ANDERSON COUNTY COUNCIL  
COUNTY Council MEETING  
NOVEMBER 20, 2018  

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT
TOMMY DUNN: Thank you for coming. I know it’s Thanksgiving. At this time we’ll be moving on to invocation and pledge of allegiance. Councilman Tom Allen. Mr. Allen. If we’ll all rise, please.

(INVOCATION AND PLEDGE OF ALLEGIANCE BY TOM ALLEN)

TOMMY DUNN: Are there any changes or corrections to be made to the minutes of November 6 Council meeting?

GRACIE FLOYD: Mr. Chairman?

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: (Inaudible - not speaking into microphone or microphone not on.)

TOMMY DUNN: Thank you, Ms. Floyd.

Anyone else? Do we have a motion to accept the minutes as is with the exception of certain be on line 11 where Ms. Floyd said it needs to be? Motion Mr. Allen. We have a second?

CINDY WILSON: Second.

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

Moving on to Item number 4, citizens comments. When the attorney Mr. Harmon calls your name this first go-around is on agenda items only. You have three minutes. Mr. Harmon calls your name, please step forward, state your name and district you live in, just for the record, and address the chair, please. Like I said, the first go-around is only on items that’s on the agenda.

LEON HARMON: Mr. Chairman, no one is signed up to speak at this point in the meeting.

TOMMY DUNN: Okay, Mr. Harmon. Thank you very much.

Moving on to number 5(a), third reading. This will be 2018-047, Ordinance to amend an agreement for the development of a joint county industrial and business park, 2018 Park, of Anderson and Greenville Counties so as to enlarge the park. This is Project Fox. This being a public hearing, anyone wishing to speak forward to this, please step forward and state your name, district and address the chair. Anyone at all? Hearing and seeing none, the public hearing will be closed. We have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second Mr. Waters. Any discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: (Inaudible.)
TOMMY DUNN: Wait a minute. Are you on?
GRACIE FLOYD: Ms. Burns and Mr. -- Leon, I can’t think of your last name.
TOMMY DUNN: Mr. Harmon.
GRACIE FLOYD: --- Mr. Harmon were kind enough to work with me on the telephone because this, too, got pretty confusing, but we were able to get it straightened out. But I wanted to ask this question so we can put it in the record. The -- Mr. Chairman?
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: I have made an error and I apologize for it.
TOMMY DUNN: Okay.
GRACIE FLOYD: We’re on number (a); aren’t we?
TOMMY DUNN: 5(a).
GRACIE FLOYD: 5(a). Okay, good. Mr. Chairman, may I please wait until 5(b)?
TOMMY DUNN: Okay.
GRACIE FLOYD: Thank you.
TOMMY DUNN: Yes, ma’am. Anyone else?

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

Moving on to 5(b), 2018-042, a master bond ordinance to provide for the issuance and sale of special resource revenue bonds of Anderson County, South Carolina. Before we go into public hearing, Ms. Davis, could you step forward just a minute and speak to this so everybody in here will sort of know what we’re talking about?

RITA DAVIS: (Inaudible) that we’re going to issue and any future special source revenue bonds. It tells the bond holders what we’re going to abide by, that we are not going to get rid of any multi-county industrial park that it’s in; we’re not going to borrow anymore money if we’re not financially sound and able to sustain the debt; and that park revenue in excess of what we’re giving them a better claim to any future bond holders that what these bond holders are. So basically it’s assurances to the current person who buys the bonds and any future bond holders so they can look at that document and they can tell what the game plan is and what the rules of the road are.

TOMMY DUNN: Thank you, Ms. Davis. And stay right there handy for a second if someone has a question. We’re going to go into a public hearing now. Anyone wishing to speak to this matter, please come forward, state your name and district and
address the chair. Public hearing. Anyone at all?
Seeing and hearing none, public hearing will be
closed. Now open for discussion. Have a motion on
the floor to get it for discussion?
TOM ALLEN: So moved.
TOMMY DUNN: Motion Mr. Allen. Second
Ms. Wilson. Now, discussion. Do we have any
questions or anything for Ms. Davis? You got any?
CINDY WILSON: May I quickly point out
maybe the simplest part of this is it is a special
source revenue bond that we’ll be dealing with and it
comes from the sewer enterprise fund and it doesn’t
come from the rest of our property taxes, so folks
will have maybe a simpler understanding for it.
Thank you.
TOMMY DUNN: Thank you, ma’am. All in
favor of the motion show of hands. Opposed like
sign. Show the motion carries unanimously.
Moving on to 5(c), 2018-043, a series of
ordinances 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. Ms. Davis, would you like to ---
RITA DAVIS: Yes, sir. This -- thank you
for this third and final reading for the funds to
bring to fruition the three projects that the sewer
ad hoc committee and full Council recommended that we
do at Exit 14, Welpine and also decommissioning Six
and Twenty and diverting the flow to Rocky River.
Your Waste Water Manager highly recommends these
three projects. For future economic development it’s
a necessity that we do this. So thank you for doing
this. It will be two series, probably issue about
8.8 and then we’ll come behind that and issue the
second round. We’re going to refund the four special
source revenue bonds that are currently outstanding.
So I think we’re going to get a lot of bang for our
buck and a lot of future economic development
according to Mr. Burriss Nelson.
TOMMY DUNN: Thank you, Ms. Davis. We’ll
go into a public hearing now. Anyone wishing to
speak to this, please step forward and state your
name and district and address the chair. Anyone at
all? Hearing and seeing no one, the public hearing
will be closed. Do we have a motion to move this
forward?
KEN WATERS: So moved.
TOMMY DUNN: Motion Mr. Waters. Second
Mr. Graham. Now, any discussion?
GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd first.
GRACIE FLOYD: Thank you. Now, this is the one that I wanted to make it clear that this twenty-eight million seven hundred and fifty thousand dollars will not be placed on the taxpayers’ back. Mrs. -- I’m sorry ---
TOMMY DUNN: Davis.
GRACIE FLOYD: Ms. Davis, would you please explain how this is going to be done?
RITA DAVIS: Yes, ma’am. The fee in lieu of revenues that come in from industry that Council approves, it goes into a special fund. And that fund solely will be the means, the mechanism, whereby we repay this debt. It will not come from the sewer fund. It will not come off the backs and be a burden to the taxpayers of Anderson County. Basically industry will be paying for it.
GRACIE FLOYD: Thank you.
TOMMY DUNN: Anyone else?
TOM ALLEN: Yes, Mr. Chair, very quickly.
TOMMY DUNN: Mr. Allen.
TOM ALLEN: I had some people ask me questions about this, why are you issuing another bond? And this has been very well explained now as to how it’s going to be paid for. But just to let people know, we’ve got some sewer in Anderson County that’s literally falling apart; has to be repaired. And for years now I have heard the refrain, even before I got on council, why aren’t you developing the interstate? Why aren’t you putting infrastructure out on the interstate? Well, this will be -- a lot of this will go towards infrastructure on the interstate to open that up. And this is going to be a great doorway to opening this up to industry. So I just wanted that for the record. Thank you, Mr. Chair.
TOMMY DUNN: Thank you, Mr. Allen.
Anyone else? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 6(a), 2018-051, an ordinance amending the zoning map to rezone plus or minus one acre from R-20 single family residential to R-D residential-duplex district at 284 Grate Road, District 4. This is in Mr. Allen’s district. Do we have a motion to move this forward?
TOM ALLEN: So moved.
KEN WATERS: Second.
TOMMY DUNN: Motion Mr. Allen. Second
Mr. Waters. Any discussion? All in favor of the
motion show of hands. Opposed like sign. Show the
motion carries unanimously.
Moving on to Item number 6(b), 2018-052, an
ordinance to amend the zoning map to rezone plus or
minus .33 acres from R-M1 mixed residential district
to C-2 highway commercial at 3 Beaverdam Road. Be in
District 7, Ms. Wilson’s district. Do we have a
motion?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson to move
forward. Do we have a second?
RAY GRAHAM: Second.
TOMMY DUNN: Second Mr. Graham. Any
discussion? All in favor of the motion show of
hands. Opposed like sign. Show the motion carries
unanimously.
Moving on to Item number 6(c), 2018-053, an
ordinance to amend an agreement for the development
of a joint county industrial and business park,
that’ll be 2010 park, of Anderson and Greenville
Counties so as to enlarge the park, Project Triple.
Mr. Burriss, you got anything you want to add to this
or say?
BURRISS NELSON: Nothing other than, Mr.
Chairman, than Greenville is making that request to
add to our park agreement and it’s a good thing for
us. We’ll get dollars out of that. Thank you, sir.
TOMMY DUNN: We have a motion to move
this forward?
KEN WATERS: So moved.
TOM ALLEN: Second.
TOMMY DUNN: Motion Mr. Waters, second by
Mr. Allen. We have any discussion?
GRACIE FLOYD: Yes.
TOMMY DUNN: Ms. Floyd.
GRACIE FLOYD: What happened to -- where
did he go? Oh, there he is.
TOMMY DUNN: Ms. Floyd has a question,
please.
GRACIE FLOYD: Yes. Could you please --
Project Triple, we are unable to announce what
project Triple is at this time; right?
BURRISS NELSON: Yes, ma’am.
GRACIE FLOYD: We cannot announce it; okay.
But can you assure us it won’t be a chicken farm;
will it?
BURRISS NELSON: No, ma’am. It is a
manufacturing facility that is going to locate in Greenville County.

GRACIE FLOYD: Oh, okay. All right.

BURRISS NELSON: This is where we reciprocate and they are able to offer to -- their company in Greenville, the state benefits that are available through multi-county park agreement. And part of that is that they'll send one percent of their tax flow from that project in Greenville County to us for the entire length of their tax agreement.

GRACIE FLOYD: Okay. Mr. Burriss, I know that according to our agreement with these big companies, we cannot release the name of these places until it’s time. And I think that’s on third reading; am I ---

BURRISS NELSON: That’s correct.

GRACIE FLOYD: But, you know, I’m watching Anderson for these chicken farms.

BURRISS NELSON: Well, we’re not looking for any.

GRACIE FLOYD: Good. You don’t have to look. Thank you so much.

BURRISS NELSON: Yes, ma’am. Thank you.

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

Moving on to 6(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. It’s the one in Pendleton from last meeting. Do you have anything you want to add to this?

BURRISS NELSON: Just it is an assisting living facility, probably much needed in that community, as well as an opportunity for investment in the Town of Pendleton and continued growth there. It’s recommended by our staff and from the Economic Development Advisory Board that you please give favorable consideration to this project.

TOMMY DUNN: Thank you, Mr. Nelson. Do we have a motion to move this forward?

KEN WATERS: So moved.

TOMMY DUNN: Motion Mr. Waters. Second Ms. Wilson. Are there any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to 6(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. This is the project we just talked about, the project in Pendleton, assisting living. Do we have a motion to move this forward?

KEN WATERS: So moved.
CINDY WILSON: Second.
TOMMY DUNN: Motion Mr. Waters. Second Ms. Wilson. Mr. Nelson, do you have anything to add or anything?
BURRISS NELSON: No, sir, nothing other than what I’ve already said. Thank you, sir.
TOMMY DUNN: Thank you. Anyone have any discussion, comments, questions? Hearing none, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Going to move on to 6(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. Do we have a motion to move this forward?
KEN WATERS: So moved.
TOMMY DUNN: Motion Mr. Waters. Second by Ms. Wilson. Mr. Nelson, would you like to -- have anything to say about this?
BURRISS NELSON: Yes, sir. This is one of our existing companies, great opportunity, forty-five million in capital investment and twenty jobs that pay twenty-four dollars and forty-four cents an hour as an average. Those twenty jobs alone will create almost a million dollars in payroll per year, annually. But property tax is three hundred and fifty-six thousand -- three hundred and seventy thousand in year one and over the thirty year period will be a little over three million in property tax, three million ninety-four thousand. First year community impact, 4.5 million, and then over the thirty years community impact a hundred and eight million.

TOMMY DUNN: Thank you.
BURRISS NELSON: Thank you.
TOMMY DUNN: Have anymore questions anybody? Hearing none, all in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Everybody hearing me all right?
KEN WATERS: What did you say?

TOMMY DUNN: I missed you last week.

Thank you, Mr. Graham.

Moving on to item number 6(g), 2018-057, an ordinance authorizing the execution and delivery of a special resource credit agreement 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. We have a motion to move this forward?

TOM ALLEN: So moved.

KEN WATERS: Second.

TOMMY DUNN: Motion by Mr. Allen, second by Mr. Graham. Now, Mr. Nelson, you have anything?

BURRISS NELSON: Yes, sir, Mr. Chairman.

Thank you. If you'll remember, about four months ago Council passed this solar project, Project Avocado, and there were a number of properties that were listed as having solar investments placed on them. Two of those were wrapped up in a negotiated fee agreement. The company -- of course, this hasn't gone onto the tax rolls yet. It's not been listed as a negotiated fee, but two of them were involved in a negotiated fee. The company has now requested that they be separated out of negotiated fee and placed in separate infrastructure credit agreements so that they may be addressed individually if it comes to a sale of those properties. It's just a request -- it's an inconvenience for Council, and I apologize for that. And they apologize.

TOMMY DUNN: Thank you, Mr. Nelson. Do we have a motion to move this forward? I've done done that, though, haven't I? Yeah. I'm sorry. Anymore discussion?

GRACIE FLOYD: Yes.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Okay. You were doing okay until we got to this one and what you said at the end. You know, now I'm concerned because at the beginning they all went together with this; am I correct?

BURRISS NELSON: Well, some of them had -- it was a combined agreement. But some of them had individual agreements even within the Project Avocado when we passed it back four months ago.

GRACIE FLOYD: Okay. But we didn't know that because when I voted on this, you know, we were looking at it altogether. But now they want to go bop, bop, bop. They want to separate out of it and
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1. do it individually. Okay. That might be well and
good, but my question is, why?

BURRISS NELSON: Well, these are also
investment opportunities that when they put these
together that would be sold and traded from time
to time, much like mortgage loans are or things like
that of that nature. So there are federal tax
credits that are applied to these, as well. So
they're traded and used as a commodity just like oil,
almost.

GRACIE FLOYD: Okay.

BURRISS NELSON: The tax income is the
same. We don't lose anything on tax, on the property
tax side; they stay the same.

GRACIE FLOYD: But okay, we don't lose
anything, but -- Mr. Burriss, but how could this come
back to slap us? Is there a way that this can --
well, anything can happen, but what's the worst that
can happen if they decide -- Mr. Burris, it just
doesn't sit right. You know, because first they come
at us with one thing and now they're coming at us --
changing things and coming back at us again
separately. Do you understand what I'm saying?

BURRISS NELSON: Well, and I do. And this
is really a new phenomenon in the entire state.
There are probably twenty of these projects all
across the state, different counties, with this
company, as well as other companies. And it's kind
of a new process and they're starting to learn a
little more about how they need to operate. It's a
new ball game. It's new for us.

GRACIE FLOYD: It's a new thing and they've
learned how to get us now.

BURRISS NELSON: I hope not.

GRACIE FLOYD: I'm weary on this one. I am
-- I just don't -- well, anyway -- okay. I thank
you.

TOMMY DUNN: Anyone else? All in favor
of the motion show of hands. All opposed.

Abstentions?

GRACIE FLOYD: I'm going to oppose.

TOMMY DUNN: Show the motion carries with
Mr. Waters, Mr. Allen, Mr. Dunn, Mr. Wooten, Mr.
Graham and Ms. Wilson in favor and Ms. Floyd opposes.

Moving on to Item number 7(a), 2018-058, an
ordinance to amend Chapter 26, Article II, Titled
Sewers, in its entirety. At this time we'll go down
-- should be coming a report from the Planning and

CINDY WILSON: Thank you, Mr. Chairman.
The third item on our agenda on the 16th was the presentation of the new proposed sewer ordinance which would replace the old ordinance currently in place. The new ordinance’s purpose and policy sets forth uniform requirements for direct and indirect contributions into the waste water collection and treatment system for the county waste water department and enables the department to comply with applicable state and federal laws, including the Clean Water Act, state and federal laws, as amended, and the general pretreatment regulations, Title 40, of the Code of Regulations, Part 403, together with the South Carolina Pollution Control Act, and other state and federal regulations. The objectives of this article are to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the operation of the system or contaminate the resulting sludge; prevent the introduction of pollutants into the sanitary system which will pass through the system, inadequately treated into receiving waters or otherwise be incompatible with the system; to provide for fees for the equitable distribution of the costs 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; to protect both the county sewer personnel who may be affected by waste water and sludge in the course of their employment and the general public; to promote reuse and recycling of residential and industrial waste water and sludge from the county sewer; 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; to promote economic growth, including residential and industrial development. This article provides for the regulation of direct and indirect contributors to the sanitary systems -- sewer systems through the issuance of individual waste water 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. This article shall apply to the county waste water department and to persons inside and outside the county who are users of the county.
sewerage system. The new ordinance states in far more complete and clear language, definitions, administration, prohibition, responsibilities, construction, permitting, inspections, operations, discharges, hazardous waste, monitoring, reporting requirements, sewer service charges, enforcement management and the new fats, oils and grease requirements. We have in this eighty-five more pages than the old ordinance.

The only possible upgrade that I personally can see in all this, and I spoke with our county attorney before the meeting, is that if there’s an entity or an individual that deliberately discharged a hazardous or dangerous substance into our system that caused extreme monetary damage, a loss of life, I wonder if we shouldn’t be looking at felonies instead of misdemeanors there. So that’s an aside that I wanted to make y’all aware of.

In any event, our committee unanimously recommends to County Council that we accept the new ordinance. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson. Coming from a committee, it doesn’t need a second. This is the first reading. Two more readings on this. Any discussion?

LEON HARMON: Mr. Chairman, if I may? Let me call your attention to one thing. This actually is a revision of Chapter 66, Title II. That’s a scrivener’s error.

TOMMY DUNN: Typo. Instead of 26, it’s 66.

LEON HARMON: It should be 66. That’s the chapter in the ordinance that’s being revised.

TOMMY DUNN: Thank you, Mr. Harmon. Anymore discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 7(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 Title “Project Delivery Methods Authorized for Infrastructure Facilities”. This will be in title only. Mr. Harmon, would you like to explain this?

LEON HARMON: Yes, Mr. Chairman. What this is directed at is to add to our purchasing code or procurement code different project delivery methods that are found in state law. What we would intend to do is track the state law on this and allow, for example, design bid -- design bill
projects as those projects are defined in state law. Which would allow us to make projects more time effective. We could bring them in quicker and by doing that also receive an economic benefit from that, as well. That’s where we’re headed. I will have the language prepared for the Council on second reading.

TOMMY DUNN: Mr. Harmon, this will also be, if it passes, would be up to Council to go this route or not?

LEON HARMON: That’s correct; yes, sir.

TOMMY DUNN: We have a motion to move this forward?

KEN WATERS: So moved.

RAY GRAHAM: Second.

TOMMY DUNN: Motion Mr. Waters, second Mr. Graham. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to 7(b) — I’m sorry, 7(c), 2018-060, an ordinance providing for the issuance and sale of not exceeding eight million five hundred thousand dollars, aggregate principal amount of general obligation bonds of Anderson County. At this time, I believe Mr. Graham had a committee meeting back around November the 12th. Do you want to give a report on that, Mr. Graham, before we proceed on?

RAY GRAHAM: Thank you, Mr. Chairman.

This is in reference to a capital projects committee meeting Thursday, November the 8th, at ten a.m. This is in reference to a fleet service building. As everyone knows, the current conditions currently at fleet services, we had been requested to try to do some repairs on that building for the past several years. And we basically just kept putting it off. This comes in the form of a motion from the Capital Project Committee that we pursue this, mainly due to roof leaking. The building is basically in disrepair. With the development of the TTI property on Pearman Dairy Road with the county having that property now, we think this would be a good opportunity for the county to pursue different options for fleet services.

What the capital project committee is bringing before full Council for your recommendation would be that basically we pursue an eight and a half million dollar bond project for this. They’re currently looking at basically about 7.8 million is what the cost would be on this. And you know, naturally just due to keeping things simple, we’re requesting that
eight and a half million dollars to be considered. At this time this is nothing more than consideration of this. We would also be looking at getting approval to move forward with having a design of the building that basically is going to suit the county’s needs for future growth and also for what we currently do in fleet services. So we would have that recommendation to come back from this request, as well.

And they’re looking at also what would be the best location at the current Pearman Dairy Road TTI property as far as basically where this facility could be built that would naturally house fleet services for Anderson County and basically be a good fit for that property there. So we’re asking -- this comes forth in the form of a motion from Capital Project Committee that was passed a hundred percent from that committee that y’all consider this to move forward with.

TOMMY DUNN: Thank you, Mr. Graham. Coming from the committee doesn’t need a second. Now we open it up for discussion.

And I just reiterate, this is only putting -- letting the finance department start the motion about getting the paperwork done. Council would have to come back with a lot of work, a lot of feedback before Council votes on doing anything. Saying that, I open the floor for discussion.

GRACIE FLOYD: Mr. Chair.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Before we start doing anything at all, let’s explain (inaudible-not close to mic). Ms. Davis would you please come to the mic with the chairman.

TOMMY DUNN: Ms. Floyd, you need to speak into that mic. I don’t think they can hear you. I don’t think they can hear you way down there.

GRACIE FLOYD: Ms. Davis, it’s supposed to be eight million five hundred thousand dollars. It’s supposed to be from a bond; ---

RITA DAVIS: Yes, ma’am.

GRACIE FLOYD: --- right? And we’re supposed to be having a bond that we are going -- that we’re getting ready to pay out?

RITA DAVIS: Yes, ma’am.

GRACIE FLOYD: And when we pay this bond that we have presently, then we will float another bond for eight million five hundred dollars. So we won’t be -- we won’t have two bonds -- okay. The taxpayers are not going to be responsible for the
eight million five hundred dollars; will they? I’m asking a question.

RITA DAVIS: Basically the ‘07 general obligation bond will roll off; this one will roll on. It will be less of a debt service payment, so you’ll probably see a little bit of a decrease in the debt service millage that the taxpayer has currently.

GRACIE FLOYD: Okay. All right. I was listening when the Council member from District 3 said that it was seven million -- did he say that?

RITA DAVIS: Exceed eight and a half million; yes, ma’am, the bond is. But right now the current design, it has a low of 7.2, a high of 8.5. So that’s what Mr. Dunn -- there’s a lot of negotiation and talk with the architect and engineers as to what the final design will be.

GRACIE FLOYD: What the final ---

RITA DAVIS: We’re going to have to bid it out, and it depends on the construction cost.

GRACIE FLOYD: Okay. Construction cost.

Not the design of the building, the construction cost of it?

RITA DAVIS: Kind of both. You know, it can be -- the design can be modified. There’s some discussion that probably needs to be done in that regard, as well. So design and the construction -- we will not issue it until the bids come back. So we’re not talking about closing on this probably until March.

GRACIE FLOYD: I see. I see.

RITA DAVIS: There’s a lot of work that still needs to be done.

GRACIE FLOYD: Okay. Well, I have been talking with some of the constituents and they -- the ones that know what’s going on in Anderson and they’ve been looking at all of the money and they’re beginning to get concerned. That’s why it has been important for me to bring up the fact, what’s going to cost us more and what’s going to be a bond. Okay. The bond that we have now that will roll off, how much was that one?

RITA DAVIS: Well, the debt service is about, let’s say, three hundred and fourteen thousand annually. The interest, we’re going to pay interest on this bond of about three hundred and fourteen for two years and then we’ll pay principal and interest for thirteen years. ‘07 was, I think it was a -- it was issued in ’07, and of course now it’s getting paid off in ’21.

GRACIE FLOYD: Okay. But I don’t think my
question was answered. What -- how much was the bond
that’s going to roll off? How much is that one now?
RITA DAVIS: How much is the annual debt
service or how much was the original bond itself?
GRACIE FLOYD: How much was the original
bond itself? This one is eight million five hundred.
RITA DAVIS: Okay. The original bond
itself was 7.3 million.
GRACIE FLOYD: So this one is more.
Because I have been hearing that this one was going
to be less than what we’re paying now.
RITA DAVIS: The debt service will be;
yes, ma’am. It’s projected to be less, about seven
and seventy-five thousand, whereas currently we’re
paying eight hundred and fifty thousand.
GRACIE FLOYD: Okay. All right.
RITA DAVIS: Save about seventy-five to
eighty thousand.
GRACIE FLOYD: Okay. All right. I
understand debt service. But I don’t know if
everybody else out there understands debt service.
Okay. Could you put in layman’s terms for me,
please?
RITA DAVIS: The payment on the bond, the
principal and interest payment on this debt that
Council is approving to be an issue.
GRACIE FLOYD: Thank you. Thank you. I’ve
got it. Thank you, Mr. Chairman.
TOMMY DUNN: Yes, ma’am. Anymore
discussion? Like I said, before any of this is to be
enacted, there will be several more votes, more
discussion, more information to nail stuff down. All
in favor of the motion show of hands. Opposed like
sign. Show the motion carries unanimously.
Moving on to Item 8(a), a resolution -- 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 the fleet services project. We have
a motion to move this forward?
KEN WATERS: So moved.
RAY GRAHAM: Second.
TOMMY DUNN: Motion Mr. Waters, second
Mr. Graham. Ms. Davis, do you want to attack this
and explain this so everybody out there will know.
RITA DAVIS: Basically this reimbursement
resolution, if we incur any costs prior to the
issuance of the bond, which we will because we’ve got
the architects and engineers on the job, they will be
submitting invoices. I will pay those. But this
reimbursement resolution allows me when we ultimately
issue the general obligation bond to reimburse
ourselves out of those bond proceeds. So that’s what
that’s for.

TOMMY DUNN: Any other questions?

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

Moving on to 9, atax recommendations. Do we have
a motion? Discussion?

TOM ALLEN: So moved.

KEN WATERS: Second.

TOMMY DUNN: Motion Mr. Allen to move
forward with the recommendation of the committee and
staff. Second by Mr. Waters. Now discussion.

GRACIE FLOYD: Mr. Chairman.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: For the past couple of years
I have been looking at the atax recommendations. And
it was brought to my attention that these people who
apply for atax money get money from the budget, they
get money from the atax and then they get money from
the recreational fund that we appoint. From three
different sources, some of them get that. And then
others who apply for the atax money get nothing. Get
nothing. I’m asking Council members that even if we
approve this one, the next year, let’s take a look at
who’s getting what and how much money they’re getting
from other entities; budget, atax and from Council
members. And let’s look at the ones that didn’t get
anything and see if we can change that a little bit
so it can be fair to more people. Thank you.

TOMMY DUNN: Thank you, Ms. Floyd.

Anyone else?

CINDY WILSON: Mr. Chairman.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: There’s one group that
applies for atax money, and I’m on their board and
even though I contribute and don’t benefit from it, I
must disclose and recuse myself from that one item.
So could we take that out separately? It’s South
Carolina Upstate Equine Council.

TOMMY DUNN: I make the motion that we
pull that out and vote on it separate. Do we have a
second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Any
discussion on that? All in favor of the motion show
of hands. Opposed like sign. Show the motion
carries unanimously. So we’re talking about everything but the Equine Council. Anymore discussion?

TOM ALLEN: Yeah, Mr. Chair.

TOMMY DUNN: Mr. Allen.

TOM ALLEN: I just have a question and maybe nobody can answer it, but Item number ---

TOMMY DUNN: I can answer it. It might not be right, but I’ll answer it.

TOM ALLEN: Okay. I’m counting on you.

The Clemson Kennel Club, it says here the club’s 2018 show attracted eight hundred and fifty-six entries from more than fifty miles away. A number of dogs entered did not show up at the arena due to owner concerns about climate control. It seeks money to buy additional magazine advertising and increase out-of-state entries. And the committee recommended nine hundred and one dollars. I mean, if the problem up there is lack of climate control in Garrison Arena, which I certainly understand because it’s coldest than heck up there in the winter, nine hundred dollars isn’t going to do anything. So what’s the use to advertise if people aren’t showing up because the climate; they’re afraid to bring their animals in?

TOMMY DUNN: I think they’re trying to advertise for a different clientele, it sounds like. Was that an answer?

TOM ALLEN: I don’t know.

TOMMY DUNN: See, I told you, you wouldn’t be happy with it.

TOM ALLEN: Hey, if you say so. Yeah, Glenn, did you have a ---

GLENN BRILL: This show is very weather-dependent. If the first weekend in January is warm, people from Florida will send their dogs. Last year the first weekend in January was cold and they kept their dogs at home.

TOMMY DUNN: I guess I’m asking for Mr. Allen, with all seriousness. They’re wanting to advertise I guess to a broader base besides people in Florida. Is that what this is about?

GLENN BRILL: Correct.

TOMMY DUNN: Not trying to put a heating system or anything in the Garrison Arena. This is trying to advertise and broaden their clientele or their people participating in the show?

GLENN BRILL: Correct.

TOM ALLEN: Okay. Can I have one other
TOMMY DUNN: Yes, sir.

TOM ALLEN: Item number 46, I’ll be lighthearted about this. Atax would pay for moving the McGee Mule Barn in Starr to the Bart Garrison Ag Museum of South Carolina, converting it into an event center with a projected nine thousand two hundred and forty room hotel nights because of this event center, a two hundred thousand dollar private grant has been secured for the three hundred and ten thousand dollar project and Lake Hartwell Country would pay the remaining eighty thousand. I’m not sure who Lake Hartwell Country is, but that must be one bodacious mule barn. I just wondered what the thing looks like. It might be better than Garrison Arena. Maybe it’s climate controlled. I don’t know.

TOMMY DUNN: You do know we didn’t —

TOM ALLEN: It’s not recommended, but I said I was going to be lighthearted about it because it just says the committee -- well, the committee did recommend ten thousand.

TOMMY DUNN: I didn’t think we got ---

TOM ALLEN: For committee recommendation.

GLENN BRILL: And the reason we can fund that is one of the eight allowed uses of accommodations tax under state law are tourism related buildings.

TOM ALLEN: Absolutely. I agree. I would just like to see a picture of the mule barn, I guess. Like I said, I’m being lighthearted about it. Don’t worry. But it must be a great mule barn. So thank you, Mr. Chair.

TOMMY DUNN: Anyone else?

GRACIE FLOYD: While he’s up there, I’m going ---

TOMMY DUNN: Yes, ma’am, Ms. Floyd.

GRACIE FLOYD: Could you please explain why the Greek Festival that’s held every year did not get funding because they too bring a lot of people to Anderson during that time. And the objective is to -- is the objective you have to bring a certain amount of people into Anderson to attend these functions?

GLENN BRILL: No. Actually the eligibility of a grant is determined by the state accommodations tax law. There are eight allowed uses. And renting tables and equipment, labor, entertainment and security are not allowed uses of atax under state law. So they didn’t submit an
eligible grant.
GRACIE FLOYD: They didn’t submit an
eligible grant.
GLENN BRILL: Right.
GRACIE FLOYD: Could anybody see which
number that is?
TOMMY DUNN: He’s got it right there.
GLENN BRILL: Fifty-three.
GRACIE FLOYD: Fifty-three.
TOMMY DUNN: Three.
GLENN BRILL: Fifty-three.
GRACIE FLOYD: Okay. Good. Please tell me
that again now that I have it.
GLENN BRILL: Okay. The state
accommodations tax law, there are eight things you
can pay for. None of the requested items under
number 53 are eligible for payment under the state
law.
GRACIE FLOYD: Okay. Thank you.
TOMMY DUNN: Anyone else? All in favor
of the motion show of hands. Opposed like sign.
Show the motion carries.
Got to do the equine. Ms. Wilson has recused
herself. At this time do we have a motion to move
forward to the equine thing, recommendation?
RAY GRAHAM: So moved.
TOMMY DUNN: Motion Mr. Grant.
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. Ms. Wilson recused herself.
Moving on to Item number 10, bid approval, be a
roof for the new courthouse. It’s been in the budget
for over a year now. I would ask Mr. Carroll if
he’ll step forward with any things he’d like to make.
ROBERT CARROLL: Yes, sir, Mr. Chairman.
We received bids on this back in October. Staff
recommends award to Lloyd Roofing out of Greenwood,
seven hundred and eighty-four thousand four hundred
was the base bid. Ninety-eight for the alternate.
You’ll see two vendors above, Turnkey Roofing and
Tecta, were non-responsive. Tecta sent us a letter
saying they had left items out of their bid and they
wanted to withdraw it, which they’re allowed to do.
And as you can see on the alternates, Turnkey Roofing
did not bid the alternates that we asked for, so they
were non-responsive. So we went to the next bid.
Lloyd Roofing has -- did another walkthrough just to
make sure everything’s good. And they said, yes,
their price is good. So we recommend award to Lloyd Roofing.

TOMMY DUNN: Thank you, Mr. Carroll. Do we have a motion to move this forward?

CINDY WILSON: So moved.

KEN WATERS: Second.

TOMMY DUNN: Motion Ms. Wilson, second Mr. Waters. Any discussion? All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously. Thank you, Mr. Carroll.

ROBERT CARROLL: Thank you, sir.

TOMMY DUNN: Moving on to number 11, homeland security grand. Ms. Davis. Who's got it?

RITA DAVIS: Mr. Graham.

TOMMY DUNN: Mr. Graham’s got it; okay.

Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

This is in reference to three grants that’s been funded or awarded to Anderson County. Is it okay if we do all three of them together or do you want to do them separate?

TOMMY DUNN: Unless anybody has -- anybody have any objection to doing them all three or want to do them separate? Anybody got any questions? Do them all three.

RAY GRAHAM: Basically it’s three separate grants. One of them is for seventy-four thousand dollars. And it’s for a chemical detector and plus some other equipment that goes along with that, and also one satellite radio.

The second grant is for ninety-six thousand eight hundred and ninety-nine dollars. It’s for a small fast attack robot, a tactical fragmentation vest.

TOMMY DUNN: A vest and a robot?

RAY GRAHAM: It’s a small fast attack robot, which is basically -- we already have one robot in Anderson County. This is basically another one that will go into the back of the Suburban and be more versatile. Also, a tactical fragmentation vest, two laptop computers, a carbon fire disruptor. The purpose of this, again, we actually have a carbon fire disruptor, as well. This one here is a smaller one and it basically prevents destroying evidence, kind of keeping it in a smaller location. And that one also comes with a satellite radio.

The next one is seventy-five thousand seven hundred and fifty-nine dollars and that’s for nine SCBAs and also one satellite radio. Just a note on the three satellite radios. This is a requirement that the state has put on the county where in the
event of a catastrophe as far as radio communication loss and basically they’re funding this through these grants. So each one of these grants has one of those radios kind of looped up in the grant request, as well. And this basically comes at no cost to Anderson County.

TOMMY DUNN: Do we have a motion to move this forward?

KEN WATERS: So moved.

TOM ALLEN: Second.

TOMMY DUNN: Motion Mr. Waters, second Mr. Allen. Captain Miller, you got anything you want to add or say? I don’t want to put you on the spot or nothing, but anything you want to say from the sheriff’s office? Do you have anything?

CAPTAIN MILLER: Thank you, Mr. Chairman. No, nothing to add. I just do want to reiterate what Councilman Graham said, that these are Department of Homeland Security grants utilizing federal dollars. They come at no additional cost to us.

TOMMY DUNN: Thank you, Captain. Appreciate what all y’all are doing. I’m sorry. Anybody have any questions for Captain Miller? Thank you, Captain. All in favor of the motion show of hands. Opposed like sign. Show the motion carries unanimously.

Moving on to Item number 12, Report from the Planning and Public Works Committee meeting held November 19. I believe Ms. Wilson sort of hit on the sewer thing. Now we’re going to market study report.

CINDY WILSON: Thank you, Mr. Chairman. The next item that we reviewed was the market study report regarding the county square project. The report revealed a thorough research of current conditions on the ground incorporating demographics and observations culminating and the highest and best use recommendations or projection. Supporting data indicates a current over-availability of office space and an under-availability of good quality residential rentals and condominiums in the downtown area. On the specific project concept has yet to be established, we’re provided with general development guidelines in terms of product type, design features, rent pricing structures. We were also given estimates for two separate phases of development with phase one developed in 2020 and phase two to be developed in 2022.

This basically was a warm-up before we start looking at designs and making decisions. So there
will be a lot more research coming forward. But basically the rental and condominium markets are projected to be very strong and the office market is very weak right now due to over-availability.

Under new business it was noted that there were two more pressing matters coming before us soon, and that is to be the updated solid waste plan and a new impact fee proposal. We will take up growth management techniques and development impact fees at our next meeting Monday at noon.

If anyone on our committee has more to add, please feel free to do so. And meanwhile, thank you to all that made this effort possible.

TOMMY DUNN: Thank y'all. Ms. Floyd had a question.

GRACIE FLOYD: I’d like to know the market study report, okay, who did the market study?

TOMMY DUNN: A company out of -- was it Ohio? Out west somewhere. Where was that company out of? Ohio, I think?

CINDY WILSON: Bowen National Research.

GRACIE FLOYD: What?

CINDY WILSON: Bowen National Research.

And they were engaged and paid for by Mr. Ron Swinson, President of Peach Properties.

GRACIE FLOYD: Okay. All right. That is the same person, the same man, that did the study on the property behind us, as well; right?

TOMMY DUNN: I don’t know. He’s the one that bought the property back there.

GRACIE FLOYD: Isn’t that the same company that’s doing the market study on the property behind us, the old Bailes building used to be?

??: (Inaudible.)

GRACIE FLOYD: All right. And they paid for the one behind us, too?

TOMMY DUNN: That is it, Ms. Floyd.

There ain’t but one. GRACIE FLOYD: He’s paying for the one over that one as well; right?

??: (Inaudible.)

GRACIE FLOYD: But you said they paid for both of them.

TOMMY DUNN: Wait a minute. There ain’t been but one study. What Ms. Wilson is talking about is the one behind here at the Bailes property. That’s the only one we’re talking about. That’s the one that’s been paid for by Mr. Swinson.

CINDY WILSON: Mr. Chairman, I think where the confusion ---
GRACIE FLOYD: I’ve seen one.
TOMMY DUNN: Everybody should have a copy of it.
GRACIE FLOYD: Yeah. But I have seen one and that’s the one back here.
TOMMY DUNN: Yes, ma’am.
GRACIE FLOYD: That’s the only one?
TOMMY DUNN: Only one Anderson County is involved in. The city’s got some going on.
GRACIE FLOYD: Are they doing the city’s, too, that you know of?
??: (Inaudible.)
GRACIE FLOYD: Okay.
TOMMY DUNN: The city is doing one on their own on parking. That’s right. Got nothing to do with this.
GRACIE FLOYD: Okay. All right. I think that’s where it may be coming from; okay, because if you have so many studies going on, you don’t know who’s doing what. But I still want to caution us, I still want to caution us; okay. This building behind us is going to take up the rest of the parking space if we have any at all. Okay. And you’re talking about putting homes, condominiums and I understand they said they’re going to be high rise and high money, top money, condominiums behind us; okay. We’re going to have to be careful. We’re going to have to be careful. We are not Charlotte, Atlanta, Asheville or Columbia or even Greenville. And we’re putting all these things, squeezing it up together. We can’t only look at the now. We have to look to the future to see how this is going to affect us later on when we’re all gone to Charlotte to live. Thank you.
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: Just a point of clarification. The request for proposals or qualifications that went out, I think last year, they came back to us pretty much in the form of studies, too. So that may be where there’s some confusion. Thank you.
TOMMY DUNN: Okay. Moving on to Item number 13, report from the Sewer Ad Hoc Committee meeting held November 19, 2018. Discussion regarding location at Exit 14 waste water treatment plant and sewer lines. Chairman Wooten.
CRAIG WOOTEN: Thank you, sir. We had the meeting with the Sewer Ad Hoc Committee and basically it was a follow-up meeting to the Greater
Sewer Plan that we put together earlier in the year and was referenced in the bonds that we spoke about earlier. But one thing that we wanted to do immediately was to bring sewer to a good level to Exit 14. But in doing that we also wanted to be forward thinking and see where we would need sewer, not in just now but five years, ten years and twenty years. And if you look at that area and these engineers look at basins and basins dictate the efficiency of sewer lines and Exit 14 is not too far from Exit 19 where we have sewer concerns also.

So we wanted to make sure we were looking at all the exits, how they could connect efficiently and whether we should put in a waste water plan at a certain area and a pump station at a certain area so that we can maximize where we want to go and not just address the immediate concerns. So the committee was in unanimous support of asking the engineers to tier out the alternatives. What if we did this? How much does it cost? What kind of benefit does it give to the county? If we were to go more, what does it cost and what is the benefit to the county? And what’s the time line of that benefit so that we can weigh out the decision and make the best decision that gets us what we want now and that’s the immediate concern of sewer at Exit 14, but also opens up a massive amount of acreage between the two exits that would be allowed for commercial development and potential residential development. So at that point the committee asked the engineers to tier it out, come back to us with some information and recommendations and then we can bring something back to Council at that time.

TOMMY DUNN: Thank you. Coming from the committee it doesn’t need a second. Any discussion? And what the committee recommended is exactly what Mr. Wooten said, for them to pull out moving the pump station to a different area, give us a price cost and also alternative to B and also see some upgrades to Hurricane Creek Station that’s in very great need of what the cost would be and what the recommendation on that would be. Are there any discussion on that matter? All in favor of the motion show of hands. Opposed? Abstentions? Show the motion carries unanimously.

Moving on to Item number 14, appointments. Anybody have any? Seeing and hearing none, moving on to Item number 15, request by Council members. Ms. Floyd.

GRACIE FLOYD: (Inaudible.)
TOMMY DUNN: You’re the only one that’s got one that I’m seeing unless somebody’s got anything.

GRACIE FLOYD: Okay. I have a couple of them; okay? As you all know, every dime of my ---

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: Every dime of my recreational fund goes to recreational -- to recreation. We have a lot of children in our area with nothing to do and nowhere to go. We are not like the city where they have a recreational center for the kids. So each Council member is provided with twenty-five thousand dollars a year for money to go toward recreational programs for our children. And I’ve got some here.

For the New Foundation home, I would like to allocate one thousand dollars of District 2’s recreational fund to New Foundation. And with this money they are going to try to get ready -- get the children ready for the Christmas season, to get them out and to get them -- to make it available to them to have some things to do around Christmas time. That’s a thousand dollars.

For Shalom, they’re having -- they had a bicycle extravaganza. And they were asking for a thousand dollars to do that, for the Shalom House.

Okay. And here’s a new one for me, as well, it’s South Carolina Dog Therapy. All right. This is not money for the dogs. This is money to take the dogs out to the children at the different schools. They buy books for the children about the dogs and they expose one to the other. This is something that I am told that the kids really look forward to. And District 2 would like to allocate three -- excuse me -- one thousand dollars to them. Okay. And seems like I had another one here. One, two, three, four. I said New Foundation; I said the dogs. I’m missing one.

But anyway, the other one, now this is a big one, but I prepared for it last year. Every other year the group by the name of Men At Work take the children out of Anderson County to experience different things. They’re asking -- for this year they’re asking for ten thousand dollars. And they feel like this will accommodate the children. I think it’s thirty -- I want to say thirty-something kids. Yeah, thirty-something kids. I think they’re going to Alabama this year. This is something brand new. And it’ll be really good for the kids to follow this. This is white kids, black kids, purple kids
and green and yellow kids. Any kid who want to go
with them, they have a group of children of all ages
and all races they take out every other year, I
think. Every other year. Last year they went to
Washington, D.C. The year before last they went to
Washington, D.C. I’m really proud of this
organization because they do a lot of good in the
community and as well as for our children. So that’s
a total of ten, eleven, twelve, thirteen thousand
dollars. I know there was one more. But I’ll have
to come back later on and do it. And I put that in
the form of a motion.

TOMMY DUNN: Have a second?
KEN WATERS: Second.
TOMMY DUNN: Second Mr. Waters. Any
discussion? All in favor of the motion show of
hands. All opposed like sign. Show the motion
carries unanimously.

Mr. Graham?

RAY GRAHAM: Thank you, Mr. Chairman. I
bring this forth in the form of a motion from
District 3 recreational account. This is a request
for the City of Belton, twenty-five hundred dollars
to go toward the Standpipe Festival. That’s as far
as putting it on. I bring this in the form of a
motion.

CINDY WILSON: Second.
KEN WATERS: Second.
TOMMY DUNN: Have a motion by Mr. Graham.
Second by Ms. Wilson. Any discussion? All in favor
of the motion show of hands. All opposed like sign.
Show the motion carries unanimously.

Anyone else have anything? Ms. Wilson.

CINDY WILSON: Mr. Chairman, may I
reappropriate the thirty-five hundred dollars that
was approved for the Cheddar Youth Center on 10/16/18
back to the recreational account for District 7?
TOMMY DUNN: You’re putting it back in
your District 7 recreational account. Have a motion
by Ms. Wilson, second by Mr. Graham. Any discussion?
All in favor of the motion show of hands. Opposed
like sign. Show the motion carries unanimously.

Anyone else?

Moving on to Item number 16, Administrator’s
report.

RUSTY BURNS: Nothing at this time, Mr.
Chairman.

TOMMY DUNN: Moving on to Item number 17,
citizens comments. Again, when Mr. Harmon calls your
name please, for the record, state your name and
LEON HARMON: Mr. Chairman, first citizen signed up is Mary Ashley.
MARY ASHLEY: My name is Mary Ashley. I live at 918 ---
TOMMY DUNN: Mr. Burns, make sure that mic's on. It's hard to hear.
MARY ASHLEY: Can you hear me now?
TOMMY DUNN: Yes, ma'am.
MARY ASHLEY: I'm here to complain about a health hazard in my neighborhood. We had the West Nile virus at Highway 81 and 86 months ago. That is within two miles of my home. I not only have mosquitos; now I have big rats at my home. My neighbor has a yard full of junk. He has four large boats that are never used, tarps half on half off, and they're holding water, causing mosquitos. I'm trying to get through in three minute. He has moved some of his cars, but he still has old sheds that he has built and put junk in them and they are not enclosed and they're holding water and causing mosquitos and rats. Not only has -- not only has he got boats, but he has old cars with tarps that have been sitting there for years. I have some picture that I would like to submit to the County Council of the back yard. This is not the side or the back yard. It's facing my house. I have been told that there are no laws against him having as many boats as he wants to have. My question is if there are boats that are holding water causing mosquitos and rats, which is a health hazard, what can I do about it?
TOMMY DUNN: Mr. Burns will see you after the meeting and we'll get your information and get it addressed to the proper people and see what can be done. I think that would probably be Mr. Allen's district -- Ken's district, so we'll see what can be done. Mr. Burns will get the information after the meeting; okay?
MARY ASHLEY: I spoke with Mr. Johnson yesterday.
TOMMY DUNN: Like I said, Mr. Burns will get your information after the meeting to see what can be done; okay? He's the administrator. He's Mr. Johnson's boss man.
Thank you, Mr. Burns.
Mr. Harmon?
LEON HARMON: Mr. Chairman, next person I am having some trouble reading his name. I think he's a gentleman from District 1.
CRAIG WOOTEN: I was hoping to introduce him because he and I got to know each other these past couple of months. We met on a couple of occasions and I invited him to County Council and he’s going to be able to speak tonight briefly. But hope to have him back on the agenda to speak in more depth if possible. But his name is Andy Moore. And he has got a powerful story that’s been encouraging and uplifting to me. He’s had -- he lost his son, but through that he’s seeking to honor his son through a potential memorial at the Anderson Civic Center. And he’s got a powerful story. And he’s a quality person who really tells it better than I do. And with that I’d like to introduce him and thank him for being here.

TOMMY DUNN: Get that light fixed for him, Mr. Burns.

ANDY MOORE: Mr. Chairman, ---

TOMMY DUNN: You can pull it up to you. I don’t think it’ll break it or what you call it, where you can get it.

ANDY MOORE: Thank you for your time. I appreciate it Mr. Chairman, Council. Like Mr. Wooten said, we’ve spoke over several months. Also Mr. Burns and myself and Todd McCormick at the Civic Center, we’ve been talking about several things about what maybe could possibly happen or I could do for Anderson County.

This is my son Parker Moore. He was murdered in Barberitos in January of this year. I don’t want this to turn into a bitter tragedy for me or my family. I want to make a positive out of this, not just for my life but for his life. Parker’s passion was soccer. And we pretty much -- he would wear me out playing soccer; let’s just put it that way. So I’ve been thinking of things of what I could do for Anderson County to honor him and to understand -- get other kids and other people to understand his passion for soccer. And I want other kids to enjoy his passion and know who he is.

What I’ve been talking to Mr. Burns and Mr. Wooten and Mr. McCormick is actually I know the KidVenture is getting ready to be remodeled. I would like to -- what we’ve been talking about is actually remodeling the corner of the top soccer field up there, go ahead and move the flag poles. Have a memorial up there for Parker stating who he is, his love for soccer and renaming the top field the Parker Killian Moore Soccer Fields. And it’s not just the memorial, but it’s also I want to be able to -- with
that said I want to be able to sponsor two kids to go
to camp every year and I’d like to be able to sponsor
maybe from each division jerseys from each division.
And I’d like to work with the coaches on more of what
they need. I’m not sure exactly what they may need.
But I would like to sponsor more and be able to help
more kids to be able to play soccer, go to camp and
be on teams. And even further maybe help develop the
field a little more, whatever, you know, the soccer
field needs. I’d like to be able to raise money.
We’re raising money now. We’ve got a Go Fund Me
page. People are already pouring money in it. I try
to tell them just to kind of hold off until we start
doing this. But so far we’ve got approximately over
four thousand some odd people that are already
joining into this and they really want to see to go
forward. And with great -- I apologize.

TOMMY DUNN:  I’m sorry. Your three
minutes is up, but we’d love to hear more about it
and any way we can work with you. We have to be fair
to everybody. But our deepest sympathies and
thoughts and prayers with you and your family. Hope
we can do something to make your son’s life to go on
to the betterment of Anderson County and kids. We’ll
see what we can do. And I appreciate Mr. Wooten
bringing this to our attention and for you and your
family wanting to do something another about it.
Admire you very much for not wanting to turn this
into bitter but betterment very much and I hope you
don’t. Hope we can get something worked out; okay?

GRACIE FLOYD:  Mr. Chairman, can we ask for
him to introduce his wife.

TOMMY DUNN:  Yeah, go ahead. You want to
introduce your family while you’re here?

ANDY MOORE:  Yes. This is my wife Misty,
my youngest daughter Haley. I have twins that are
seventeen; Hannah, she just left, and I had an
autistic son, her brother, her twin, Hayden. And of
course, Parker was my oldest. I had four kids.

To give you a brief history of me, I grew up in
Anderson County, EMS and fire for almost thirty
years.

TOMMY DUNN:  We appreciate you. Thank
you very much.

ANDY MOORE:  Yes, sir. Thank you for
your time.

LEON HARMON:  Mr. Chairman, next speaker
is Elizabeth Fant.

ELIZABETH FANT:  Elizabeth Fant, District 3.
Atax money, we need to publicize the things that are
great events for people to participate in in Anderson
County. Last time I mentioned that one county does
these little handouts. Both of these are from
Williamston from different years. They’re great.
You can pick them up, carry them with you all year.
You already know what the events are going to be.
Williamston and the little town of West Pelzer seem
to be doing a better job of advertising their events
than some of the other small towns. I also got one
in the mail from the museum this time wanting me to
be a member and it listed thirty events of things
that are going on in the museum. And I thought the
museum really didn’t do anything. But when you
publicize and you tell people what it is that you do
and you show that there are events for kids, there
are events for people who want to be budding artists,
whatever, that’s when you get people interested. So
you’ve got to publicize those things.

It’s interesting that the study that Ms. Wilson
gave was exactly what I had said last week about the
fact that we don’t need more offices downtown. We
don’t need more offices. We don’t have parking
places for what we have, as Ms. Floyd said. I don’t
know if they put rental properties in a facility
behind us where those people are going to park.
Those people are going to have cars. Where are they
going to park?

The third thing is, you have to look back that
it’s been ten years since 2008, almost to the date,
November the 18th. The horrible night in Anderson
County, miscarriage of justice. The thing I think
that bothered me the most about that night was the
lies and the lack of transparency of what happened
that night. We’re still not over it. I had a
conversation with two Council members last night and
I mentioned to them that I really did not like the
way the budget was done this year, or lack of done
this year. One Council person told me, well, it was
done through the committee meetings and that was the
best place to do it. Well, I grant you that you all
have done a lot of work on the committee meetings.
That part I certainly approve of. But in no way were
those budget meetings advertised. I mean were those
committee meetings advertised as budget meetings.
Those of you who know me know that I’ve been going
for the last five years to all of them. We didn’t
have a budget meeting until almost at the very end.
I hope we’re not going backwards to a lack of
transparency again. I understand a lot of the
reasons why you did what you did this year. But I'm not the only person that you have to please. You need to let everybody in Anderson County know what hand washes what, who gets what, how it works, and we did not have a good budget process this year.

LEON HARMON: Time, Mr. Chairman.
TOMMY DUNN: Thank you, Mr. Harmon.

Anyone else?

LEON HARMON: No one else.
TOMMY DUNN: Now remarks from Council members. Mr. Waters.
KEN WATERS: I have none at this time.
TOMMY DUNN: Thank you, Mr. Waters.

Mr. Allen?
TOM ALLEN: Nothing at this time.
TOMMY DUNN: Thank you, Mr. Allen.

Ms. Floyd?
GRACIE FLOYD: Yes, I have something.

First of all, I don't even like to think about November the 8th or whatever year it was because out of all the people that was involved in that, I got the worst of it. I was cussed at. I was prodded. I was talked about. I was abused. And why? All because I belong in the regime that just left. A lot of the stuff that was going on, half of it was not the truth. I'll stand before God and man and said that half of it was not the truth. I was -- all of the, all of the stuff that was going on, I was treated very, very badly. Very bad. You don't see these people here now because after giving it their best for I don't know how many years, I'm still here. I am still here. But nobody, nobody stood up for me or with me. I was by myself. And I couldn't hear nobody pray. It was just me by myself. So I don't want to hear how bad it was that night. Tell me how bad it was since that night for me. I'm still nobody's sweetheart. I'm still -- I still have not backed down. I still stand to the gates of hell and I will not back down. Yeah, I hate to think about those times. It was awful. It was awful. And nobody stood for me. Nobody. And somebody just snickled (verbatim) just now, I believe, but you know, I'm strong. I'm strong. I can take it.

The budget meeting, it was never announced that you were having budget meetings within your other meetings. I asked for a budget workshop. I wasn't even -- that wasn't even granted. A workshop where we could go in and ask questions about the new budget. No, not a one. Not one person could see the need to have a budget workshop. And then it came out
that there was a tax increase in the budget and there
were other things in the budget that we didn’t know
about it.
   It has not been easy for me. I have not
complained. I just came through another election
where I said, if I win I win. If I lose I still win.
Because I have fought a long, hard battle. And I’m
still fighting.
   I wish that we would -- when it comes to the atax
meeting, I wish that on the sheet that we would
advertise what needs to be placed -- just more
information on the sheet; what’s going to be -- what
needs to be in there and what needs to be out. Like
I said, we have people dipping three times. Not
double dipping but triple dipping and they even get
more money. And those who are trying to do it don’t
get anything.

All right. I wanted to introduce you to Men At
Work, but some of them have left. But those of you
who are still in here, please stand up. Please stand
up. Good. These are the Men At Work. The leader of
that group is Marion Tarrant. Mr. Tarrant, could you
tell us how many men do you have in the group? Ten
men in the group. Okay. And how many children do
you have on your rolls now? Forty-five children.
Ranging in ages what to what? Six to eighteen.
These men -- thank you so much. These men are worth
every penny, every dime, everything that they do for
Anderson County, y’all. It’s helping us. They are
making a difference. We can actually see the
difference coming from them.

And Mr. Chairman, I thank you.

TOMMY DUNN: Mr. Graham?

RAY GRAHAM: Thank you, Mr. Chairman.

First off, before I get started, Mr. Moore, I just
wanted to acknowledge the effort that you’re putting
forth as far as honoring your son. My prayers is
definitely for your family. I cannot imagine that
type of loss. But to see you take that type of
tragedy and move forward with it in such a positive
direction, I definitely commend you and your family
for that effort. And definitely looking forward to
seeing what’s able to become of that.

A couple of other things. One thing in
particular I’m going to address. It seems like every
time we get off on economic development when we’re
trying to identify what type of growth is coming into
the county, it always, to me, comes out as a
criticism toward farmers. Because we’re always
worried about it being a chicken farm. My district
is Starr, Iva and Belton area, which is a big part of
a rural community in our county where we actually
house a lot of chicken farms and also a lot of other
farms, which also brings a huge tax base into
Anderson County, brings a huge amount of jobs into
Anderson County, provides for a lot of families in
Anderson County. And believe it or not, they provide
a lot of food on the tables for Anderson County. So
with that being said, we always seem to get a lot of
criticism on that. But there is some good that comes
out of chicken farms and also regular farms. And
just wanted to make that mention tonight, as well.

One other thing, I just came back from the South
Carolina COG conference and I hate Burriss has left
on this because this is actually a compliment toward
his group. But one of the presentations down there,
they got to talking about basically multi -- counties
working together with industrial parks and basically
team ing up attracting industry into the areas. And
there’s so many counties -- and believe it or not, I
was proud to sit there when they was looking at some
of these presentations because Anderson County is
shining right now. We’re very blessed with the
economic development we have. But there are so many
counties that is struggling with no growth or very
little growth. And one of the things that they were
presenting on was for them to basically go out with
other counties and to form these industrial parks,
these joint parks that Burriss Nelson, I think we
done one tonight and it’s almost a regular event that
they bring forth for us at the Council meetings. So
I mean we definitely want to thank his group for the
efforts that they’re putting toward economic
development. And according to the state level and
one of the presenters was actually on a federal
level, it’s definitely the way to go right now. Our
guys is doing it. So definitely wanted to commend
them on that.

Also, one other thing. I just want to
congratulate -- I know he’s not here tonight, but Dan
Cooper was promoted to Chief of Staff with Tri-County
Tech. That is a huge accomplishment on his part. I
think it definitely brings great opportunities for
Anderson County. We’ve got a very close
relationship. He’s always on our side as far as
moving things forward. And Tri-County Tech, the
partnership that we as a county has with them is just
unreal. And I mean, it just brings so much economic
development growth to our county. It brings
educational opportunities to our youth. And
basically gives an opportunity for our citizens to be able to go to that next level as far as job opportunities. So it’s great to see Dan promoted to that position. Definitely look forward to his continuation working with Anderson County.

Thank you, Mr. Chairman.

TOMMY DUNN: Thank you.

Mr. Wooten?

CRAIG WOOTEN: Yeah. I also want to thank Mr. Moore for coming tonight. I apologize that our format dictates only so much time because I look forward to you coming back. But I did want everybody to hear at least a portion of what you’ve told me because of how encouraging it is. Just in talking to him, it’s amazing in the fact that we talked about many things but he was talking to Todd McCormick about, you know, working with us to help with the trees and the clearing to make it just a comprehensively better experience for the kids. And so I really appreciate that and look forward to him being back.

I’ll echo one thing that Ms. Floyd talked about. And I could probably myself better understand how atax works, how the eight provisions of the state law work, and if there are efficiencies that we can have by working with different avenues of the budget to either get more bang for the buck or include more people or work to better provide park, rec, hospitality, tourism; I’m all for that. So you know, if that could be taken up in the new budget season, I would welcome that.

But a lot of positive things going on in Anderson. Getting a lot of positive feedback from constituents and staff and feel like the morale is good. I look forward to the Christmas season and tackling the new year.

Thank you, sir.

TOMMY DUNN: Thank you, Mr. Wooten.

Ms. Wilson?

CINDY WILSON: Thank you, Mr. Chairman.

Please accept my deepest condolences at your loss. And I believe that as we go forward with your project that not only you will be richly blessed by that effort, but I believe our county and posterity will, too.

I just wanted to wish everybody a Happy Thanksgiving. It’s been an incredible year of a lot of hard work that everybody worked so hard together to accomplish. The county budget has so many working parts, it’s very hard to digest it all at one
sitting. And we do have a joint industrial park that
we’ve been working with. Mr. Burns has helped try to
put things together with the Abbeville and Anderson
County partnership, bringing economic development to
an area that so badly needs it. It’s been a real
blessing from my perspective to have everyone working
so hard for this county. And I’m so glad to be a
part of it. Thank you.

TOMMY DUNN: Thank you.

Short and brief. I’m going to start off with a
few things about the atax. Everybody keep in mind,
you can’t get it if you don’t apply for it. So if
any groups out here -- I know Mr. Waters has had
trouble over the years in his district trying to get
people asking for this. You’ve got to apply for it.
Two, you’ve got to meet certain criteria. But y’all
do realize there’s a board that comes with this
recommendation tonight, each Council member has got
two members on there. I believe I would talk to
them, have interface with them instead of getting on
Council meeting tonight trying to grandstand or this,
that and the other and try to find out what it is.
As Mr. Brill said tonight, there’s a reason why one
of them groups did not get no money is because they
didn’t meet the criteria. Two, a group getting money
out of three pots of money there’s a good chance that
group is meeting all the criteria and bringing people
in from outside of Anderson County which is what this
is meant to do and getting help on. That’s what this
is about. Let’s keep that in mind.

Two, the budget process this year, like I said,
it’s well known that since Mr. Crowder was the
finance committee chairman, he took great pride in
the finance committee, taking great pride in writing
the budget and in our ordinance it says about how it
meets the house and ways committee thing on that.
About writing the budget, all open. One thing
different is you can go online and look at anything
-- any money that’s being spent in Anderson County.
And Ms. Fant, you can shake your head because you can
?? all you want to. And you always like to go back,
like going back ten years. That’s one thing I hope
the new Council won’t have to fight. You got to know
what your history is so it won’t defeat itself. But
to keep reliving it, reliving it, reliving it is
ridiculous on both sides. It’s time to move forward.
I hope Anderson County is better than that and has
that to look forward to. Hope everybody has a great
Thanksgiving.

Mr. Moore, again, as your family makes it through
1 Thanksgiving our thoughts and prayers are with you.
2 Look forward to working with y'all for the betterment
3 of this. I really do. God bless. We're adjourned.
4
5 (MEETING ADJOURNED AT 8:04 P.M.)
ORDINANCE NO. 2018-045

AN ORDINANCE IMPOSING A PROHIBITION ON CERTAIN MOTOR VEHICLE TRAFFIC ON BALLARD ROAD (C-06-0041); AND OTHER MATTERS RELATED THERETO.

WHEREAS, the State of South Carolina (the “State”) and certain of its political subdivisions have the authority, pursuant to Title 56, Chapter 5 of the South Carolina Code of Laws, 1976, as amended (the “State Code”), to regulate the use of State highways and roadways through the establishment of traffic regulations;

WHEREAS, Anderson County (the “County”), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through its County Council (the “Council”), is responsible for the creation, management, upkeep, maintenance, and safety of all public roads in the County not designated as either State or Federal roadways or highways;

WHEREAS, the County, acting by and through its Council, is authorized by Section 56-5-4210 of the State Code to regulate or prohibit, in whole or in part, the operation of any specified class of size of motor vehicle on County maintained roads, whenever such regulation is necessary to provide for the public’s safety;

WHEREAS, truck traffic has increased on Ballard Road, which is a local road not intended for heavy vehicle use of a constant nature, to the degree that truck traffic is endangering residents living in the area as well as the motorists who utilize the road located therein; and,

WHEREAS, the subject road is more particularly described as Ballard Road (C-06-0041), running from U.S. Highway 29 North to S.C. Highway 8, as set forth in Exhibit A attached hereto and made a part hereof (the “Road”);

WHEREAS, the County has performed traffic count studies on the Road to represent daily traffic whose results are set forth in Exhibit B attached hereto and made a part hereof;

WHEREAS, County Council desires to restrict trucks and other large vehicles from using the Road by posting notice and enforcing prohibition against “through trucks in excess of six (6) wheels” on the Road.

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

1. Anderson County hereby imposes, and shall post notice of, a prohibition against “through trucks in excess of six (6) wheels,” pursuant to Section 56-5-4210 of the State Code, on Ballard Road (C-06-0041).

2. Once the new prohibition has been imposed and posted, any single-unit or multi-unit truck or other motor vehicles, as defined in Section 56-3-20 of the State Code, in excess of six (6) wheels, shall be prohibited from traveling upon the Road except as set forth below in Paragraph 3 below.
3. This Ordinance shall not apply to federal, state, county, municipal and other public service maintenance and emergency vehicles and school buses, nor delivery by commercial vehicles serving local addresses.

4. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

6. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled, this 4th day of December, 2018.

ATTEST: 

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

______________________________
Tommy Dunn, Chairman

Lacey A. Croegaert
Anderson County Clerk to Council

Leon C. Harmon
County Attorney

First Reading: October 16, 2018
Second Reading: November 6, 2018
Third Reading: December 4, 2018
Public Hearing: December 4, 2018
As requested, Roads & Bridges staff conducted a volume and vehicle classification count and examined the impact of restricting trucks on Ballard Road between US 29 and SC 8. Ballard Road is located in the outskirts of Williamston and Pelzer and serves between Midway Road, US 29 and SC 8. It is functionally classified as a minor collector. It has two 9 feet asphalt travel lanes and some, or no, grassed shoulders on the majority of the roadway.

The data collection was conducted between Wednesday, September 19th and Wednesday, September 26th, 2018. One counter was placed at 2300 feet East of US 29. Current average daily traffic volume is 327 vehicles/day. As shown in the table below, the count indicates that less than one percent (0.8%) of the traffic on Ballard Road is tractor trailers, with a total of 19 tractor trailers for the one week study period, which is approximately 2.7 tractor trailers per day.

<table>
<thead>
<tr>
<th>TYPE OF VEHICLE*</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bikes</td>
<td>0.6%</td>
</tr>
<tr>
<td>Cars &amp; Trailers</td>
<td>72.3%</td>
</tr>
<tr>
<td>2 Axle Long</td>
<td>20.8%</td>
</tr>
<tr>
<td>Buses</td>
<td>0.6%</td>
</tr>
<tr>
<td>2 Axle, Six Tires</td>
<td>4.7%</td>
</tr>
<tr>
<td>&lt;5 Axle, Double</td>
<td>0.7%</td>
</tr>
<tr>
<td>5 Axle, Double</td>
<td>0.1%</td>
</tr>
<tr>
<td>Not Classified</td>
<td>0.0%</td>
</tr>
<tr>
<td>TOTAL TRACTOR TRAILERS</td>
<td>0.8%</td>
</tr>
</tbody>
</table>

* See attached “Federal Highway Administration Scheme F” for definitions.

As shown in the attached maps, the alternate route for the trucks from US 29 and Ballard Road intersection would be US 29 North Ramp (R5301) to SC 8 South. This alternate route would add 0.6 miles to the trip. The alternate route for trucks from...
SC 8 and Ballard Road intersection would be US 29 North Ramp (R5300 and then RS 6300) to US 29. This alternate route would add 1.0 miles to the trip.

The function of collector roads is to draw traffic from local roads and bring it to major collectors or arterial routes. A minor collector road is expected to carry truck traffic in normal condition. In the case of Ballard Road, truck restrictions are recommended, considering the physical condition of the roadway. It has inadequate roadway width and inconstant shoulder widths, which makes Ballard Road incapable of handling truck traffic.

Attachments:
1. Volume Study report
2. Vehicle Classification Study report
3. Alternate Route Maps (East and West)
4. Vehicle Classification Definition
C-06-0041 Ballard Road Alternate Route - Eastbound
ORDINANCE NO. 2018-046

AN ORDINANCE TO PROVIDE APPROVAL FOR 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 INTO THE RIGHT OF WAY OF OSWEGO ROAD; AND OTHER MATTERS RELATED THERETO

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property; and,

WHEREAS, the County has a right of way for Oswego Road within Buckwood Subdivision located within the County; and,

WHEREAS, the garage located on Lot 1 of Oswego Road (TMS No. 014-02-01-019) and presently owned by Jeffrey L. Wood and Elizabeth M. Wood encroaches into the right of way of Oswego Road; and,

WHEREAS, the County desires to remedy the encroachment by quit claim deed of 84 square feet to Jeffrey L. Wood and Elizabeth M. Wood as shown on Exhibit A attached hereto; and,

WHEREAS, the County, because of the location of Oswego Road, will retain a sufficient amount of right of way to appropriately conduct any required maintenance of Oswego Road.

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

1. Anderson County Council hereby approves the grant of 84 square feet by quit claim deed to Jeffrey L. Wood and Elizabeth M. Wood, the current owner of Lot 1 within Buckwood Subdivision (TMS No. 014-02-01-019) as shown on Exhibit A attached hereto and further directs the Anderson County Administrator to execute all documents related thereto on behalf of Anderson County.

2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. 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.
4. This Ordinance shall take effect and be in full force upon Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting. Duly assembled, this 4th day of December, 2018.

ATTEST:
COUNTY:

______________________________
Rusty Burns
Anderson County Administrator

______________________________
Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

______________________________
Leon C. Harmon
County Attorney

FOR ANDERSON

______________________________
Tommy Dunn, Chairman

First Reading: October 16, 2018
Second Reading: November 6, 2018
Public Hearing: December 4, 2018
Third Reading: December 4, 2018
ORDINANCE NO. 2018-048

AN ORDINANCE TO AMEND CHAPTER 70-9:2 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO MEMBERS OF THE BOARD OF ZONING APPEALS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Board of Zoning Appeals is established in Chapter 70 Section 9:1 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Board of Zoning Appeals members at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 70-9:2 of the Anderson County Code of Ordinances, as set forth herein.

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

1. Chapter 70, Section 9:2 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

   70-9:2 Membership and Compensation. The board shall be governed by the provisions applicable to the land use board of appeals as codified in Sec. 38-74 of the Anderson County Code of Ordinances. Board members shall be compensated in an amount as approved from time to time by county council.

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 4th day of December, 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: October 16, 2018
2nd Reading: November 6, 2018
3rd Reading: December 4, 2018
Public Hearing: December 4, 2018
ORDINANCE NO. 2018-049

AN ORDINANCE TO AMEND CHAPTER 38-311 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY THE DECISION-MAKING AND PUBLIC RECORD AND NOTIFICATION PROCESSES FOR PRELIMINARY SUBDIVISION PROPOSALS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Resolution No. 2018-007 calls for the review of the Anderson County Code of Ordinances to streamline land development processes; and

WHEREAS, the Anderson County Code of Ordinances and the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, charges the Anderson County Planning Commission with oversight of the administration of subdivision regulations; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-311 of the Anderson County Code of Ordinances, as provided herein.

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

1. Chapter 38, Section 38-311 (c)(1) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

   If the planning commission votes to reject the plat, it shall make its grounds for such rejection known for the public record, and shall notify the subdivider of such rejection, including the grounds for rejection, in writing. The subdivider may then submit a corrected preliminary plat, which will be considered in the same manner as a newly submitted preliminary plat.

2. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered Section 38-311(c)(3), which section reads as follows:

   In addition to the standards set forth in this chapter and the recommendations of staff, the Planning Commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary subdivision plat:

   i. public health, safety, convenience, prosperity, and the general welfare
   ii. balancing the interests of subdividers, homeowners, and the public
   iii. the effects of the proposed development on the local tax base
   iv. the ability of existing or planned infrastructure and transportation systems to serve the proposed development.
3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

4. 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.

5. 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.

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

[Signature Page Follows]
ORDAINED in meeting with duly assembled this 4th day of December, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: October 16, 2018
2nd Reading: November 6, 2018
3rd Reading: December 4, 2018
Public Hearing: December 4, 2018
AN ORDINANCE TO AMEND CHAPTER 38-66 OF THE ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO PROVIDE COMPENSATION TO PLANNING COMMISSIONERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Planning Commission is established in Chapter 38 Section 66 of the Anderson County Code of Ordinances;

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, authorizes compensation of Planning Commissioners at the discretion of the local governing body; and

WHEREAS, Anderson County Council wishes to amend Chapter 38-66 of the Anderson County Code of Ordinances, as set forth herein.

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

1. The Code of Ordinances, Anderson, South Carolina, is hereby amended by adding a section to be numbered Section 38-66(d), which section reads as follows:

   38-66 (d) Compensation. The planning commission shall be compensated in an amount as approved from time to time by county council.

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 4th day of December, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: October 16, 2018
2nd Reading: November 6, 2018
3rd Reading: December 4, 2018
Public Hearing: December 4, 2018

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council
An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 1.0 acre from R-20 (Single-Family Residential) to R-D (Residential - Duplex District) on a parcel of land, identified at 284 Grate Road in the Mount Tabor Precinct shown in Deed Book 13364 and page 00090. The parcel is further identified as TMS #044-01-019.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”) has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-D for +/- 1.0 acre of TMS #044-01-019 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 9, 2018, during which it reviewed the proposed rezoning from to R-20 to R-D +/- 1.00 acre of TMS #044-01-019 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on November 6, 2018, regarding said amendment of the Anderson County Official Zoning Map:
NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-D +/- 1.0 acre of TMS #044-01-01-009 described above.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2018-051

__________________________
Rusty Burns
Anderson County Administrator

__________________________
Lacey Croegaert
Clerk to Council

APPROVED AS TO FORM:

__________________________
Leon C. Harmon
County Attorney

1st Reading: November 6, 2018
2nd Reading: November 20, 2018
3rd Reading: December 4, 2018
Public Hearing: November 6, 2018
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 Minimum 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, and there are no visible encroachments or projections other than those shown.

David A. Lindsey RLS No. 1224

This survey is subject to any rights of way and easements of record and any facts which may be disclosed by a full and accurate title search.

This property does not lie in a Flood Plain.

References:
TMS No. 244-01-01-009
Plat Book 80, pp. 240
Deed Book 569, pp. 235

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. 864-226-0860

Scale: 1"=50'  April 29, 1989
Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D
Future Land Use

TMS 044-01-01-009

Rezoning Request
284 Grate Road
R-20 to R-D
Rezoning Request
284 Grate Road
R-20 to R-D
Ordinance #2018-052

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 0.33 acres from R-M1 (Mixed Residential District) to C-2 (Highway Commercial) on a parcel of land, identified at 3 Beaverdam Road in the Williamston Mill Precinct shown in Deed Book 13518 and page 00250. The parcel is further identified as TMS #221-06-04-001.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-M1 to C-2 for +/- 0.33 acres of TMS #221-06-04-001 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 9, 2018, during which it reviewed the proposed rezoning from to R-M1 to C-2 +/- 0.33 acres of TMS #221-06-04-001 described above and found it in compliance with the Anderson County Comprehensive Plan and, recommended it to County Council as an amendment to the Anderson County Official Zoning Map; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on November 6, 2018, regarding said amendment of the Anderson County Official Zoning Map:
NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-M1 to C-2 +/- 0.33 acres of TMS # 221-06-04-001 described above.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2018-052

Rusty Burns  
Anderson County Administrator

Lacey Croegaert  
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon  
County Attorney

1st Reading: November 6, 2018
2nd Reading: November 20, 2018
3rd Reading: December 4, 2018
Public Hearing: November 6, 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
Future Land Use

- Commercial
- Municipality
- Residential

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 GREENVILLE 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 4th day of December, 2018.

ATTEST:

__________________________
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: November 20, 2018
Third Reading: December 4, 2018
Public Hearing: December 4, 2018

FOR ANDERSON COUNTY:

__________________________
Tommy Dunn, Chairman
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 turning 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.
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.

Lacey Croegaert
Clerk, Anderson County Council

Dated: December 4, 2018
GREENVILLE 1537636.2
ORDINANCE 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.
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: November 20, 2018  
Public Hearing: December 4, 2018  
Third Reading: December 4, 2018
EXHIBIT A

FORM OF AGREEMENT
INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

ARMADA DEVELOPMENT, LLC

Effective as of: December 4, 2018
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
(does not constitute notice): Attn: Leon Harmon

PPAB 4454526v2
Ordinance 2018-054

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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

______________________________
Chair, Anderson County Council

(SEAL)

ATTEST:

______________________________
Clerk to Council, 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 4th day of December, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman,
Anderson County Council

(SEAL)

First Reading: November 6, 2018
Second Reading: November 20, 2018
Third Reading: December 4, 2018
Public Hearing: December 4, 2018
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
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.

Lacey Croegaert
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 ROBERT BOSCH LLC 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, Robert Bosch LLC (the "Company") which was previously identified by the County as Project Trio has requested the County to participate in adopting an ordinance, to provide by amendment for the inclusion of the Project (as defined herein) in the fee agreement entered into by and between the County and the Company (the "Fee Agreement" and as amended by this Ordinance, 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, apparati, and equipment (collectively, the "Project") in the County for the purpose of continuing the development of a facility for the purpose of the manufacturing and production of products 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, the Project is represented to the County by the Company to constitute a project, as defined in the Act; and
WHEREAS, the County Council, having previously determined that the Company provides substantial employment for citizens of 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 the Company, 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 the Project (the "Infrastructure"), and previously the County has previously placed 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 Amended 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 the Company 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 the Company 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, apparati, 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 credits 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 the Company, the Project constitutes a "project" as said term is referred to and defined in the Act, and the County’s actions herein, and the execution and delivery of the Amended Fee Agreement will sub serve 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;
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;

The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

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 the Company 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 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 Amended 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 the Company 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.
Passed and approved this 4\textsuperscript{th} day of December, 2018.

(SEAL)

\section*{ATTEST:}

\begin{itemize}
\item Rusty Burns  
  Anderson County Administrator
\item Lacey Croegaert,  
  Anderson County Clerk of Council
\end{itemize}

\section*{APPROVED AS TO FORM:}

\begin{itemize}
\item Leon C. Harmon  
  Anderson County Attorney
\end{itemize}

\begin{itemize}
\item First Reading: November 6, 2018
\item Second Reading: November 20, 2018
\item Public Reading: December 4, 2018
\item Third Reading: December 4, 2018
\end{itemize}

\section*{FOR ANDERSON COUNTY:}

\begin{itemize}
\item Tommy Dunn, Chairman  
  Anderson County Council
\end{itemize}
AMENDED FEE AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

ROBERT BOSCH LLC
a Delaware limited liability company

Dated as of December 1, 2018
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Anderson County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED FEE AGREEMENT (this "Amended Fee Agreement") is made and entered into as of December 1, 2018, by and between ANDERSON COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Anderson County Council (the "County Council") as the governing body of the County; and ROBERT BOSCH LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of Delaware, as an amendment to that certain Fee Agreement by and between the parties dated as of December 1, 2017 (the "Initial Agreement").

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended by Act 283 of 2000 (the "Act") to enter into a fee agreement with manufacturing entities meeting the requirements of such Act, which identifies certain property of such manufacturers as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) benefits 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.

The Company has or will acquire by construction, purchase, lease or otherwise facilities, machinery and equipment for the purpose of the manufacturing and production of automotive parts and products the Facility has hereinafter been defined which is located in the County and which constitute the Project as hereinafter defined. Thereafter, on December 4, 2018, the County Council adopted an Ordinance and authorized the County to enter into this Amended Fee Agreement with the Company which identifies the property comprising the Project as “economic development property” under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR 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 of the County:
ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Amended Fee Agreement" shall mean this Amended Fee Agreement.

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

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

"Clerk to County Council" shall mean the Clerk to 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 Code of Laws of South Carolina, 1976, as amended.
"Company" shall mean Robert Bosch LLC, a Delaware limited liability company duly qualified to transact business in the State of South Carolina.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a 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 Council" shall mean the Anderson County Council, the governing body of the County.

"Department" means the South Carolina Department of Revenue, or any successor agency.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Amended Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time)
for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Amended Fee Agreement.

"Facility" shall mean the Company's manufacturing facilities constructed and expanded in Anderson County, South Carolina which will be used primarily for manufacture and production of automotive parts and products on the land described in Exhibit “A” attached hereto.

"Fee Term" or "Term" shall mean the period from the date of delivery of the Initial Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"Pilot Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of the Initial Agreement or this Amended Fee Agreement, as the same may be extended pursuant to their terms.
"Initial Agreement" shall mean the Fee Agreement by and between the County and Company dated as of December 1, 2017.

"Investment Period" shall mean the period commencing on January 1, 2017 and ending on December 31, 2025 unless otherwise extended by the County in accordance with the Act.

"Infrastructure Improvement Grant" shall mean that grant given by the County to the Company in Section 4.19 below for the improvement of infrastructure, as infrastructure is defined in Section 4-29-68(A)(2)(i) of the Code.

"Multi-County Park Agreement" shall mean the Agreement for Development of a Joint County Industrial/Business Park between the County and Greenville County, South Carolina.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each such Phase of the Project, the day which is forty years after the date each such Phase of the Project becomes subject to the terms of the Initial Agreement or this Amended Fee Agreement, respectively.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property, including existing buildings acquired and improved as a part of this Amended Fee Agreement, located at the Facility, which constitutes eligible Economic Development Property under the Act and this Agreement and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean land and buildings, together with all and singular the 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 the terms of this Amended Fee Agreement and
are located on the land described in Exhibit “A”; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Amended Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which either the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which either the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Amended Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company 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 or any Improvement.

“Special Source Credits” shall mean those credits against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4.1-175 of the Code and Section 4.18 hereof.
Any reference to any agreement or document in this Article I or otherwise in this Amended Fee 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 Company 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 by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2  Representations of the Company. The Company represents and warrants to the County as follows:

(a) The Company represents and warrants that the Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has
power to enter into this Amended Fee Agreement, and by proper company action has duly authorized
the execution and delivery of this Amended Fee Agreement.

(b) The Company represents that the execution and delivery of this Amended Fee Agreement by the Company 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 Company is now a party or by which it is bound.

(c) The Company represents and warrants that the Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture and production of automotive parts and products and conducting other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The Company represents and warrants that the availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility in the County.

(e) The Company represents that the Company intends to have qualifying investment in the Project exceeding $150,000,000 pursuant to the Initial Agreement within the Investment Period, will provide employment to at least 20 employees, in addition to those employed by the Company as of January 1, 2018, and will invest not less than $45,000,000 subsequent to January 1, 2018 not including the value of the purchase of any existing building(s), therefore the cost of the Project will exceed the minimum investment required by the Act.
ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of the Special Source Credits or this Amended Fee Agreement if it does not complete the Project, as required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2025. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Amended Fee Agreement.

Section 3.3 Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the
Company shall provide the Anderson County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Anderson County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Anderson County Auditor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) Throughout the term of this Agreement, the Company, its successors or assigns as permitted hereunder, shall each maintain their respective individual ownership of the Equipment and the Real Property.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company has invested a sufficient sum in the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) and (A)(3) of the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service during
the Investment Period, said payments to be made annually and to be due and payable and subject to
penalty assessments and interest on the same dates and in the same manner as prescribed by the
County for ad valorem taxes. The amount of such annual payments in lieu of taxes, or equal annual
payments in lieu of taxes if the Company so elects is provided below, shall be for the Fee Property;

Step 1: The fair market value of each Phase of the Project (as previously
determined) placed in service in any given year for such year and for
the following 39 years using original income tax basis for State income
tax purposes for any real property (provided, if real property is
constructed for the fee or is purchased in an arm’s length transaction,
fair market value is deemed to equal the original income tax basis,
otherwise, the Department will determine fair market value by
appraisal) and original income tax basis for State income tax purposes
less depreciation for each year allowable to the Company for any
personal property as determined in accordance with Title 12 of the
Code, as amended and in effect on December 31 of the year in which
each Phase becomes subject to the Initial Agreement or this Amended
Fee Agreement, respectively, except that no extraordinary
obsolescence shall be allowable but taking into account all applicable
property tax exemptions which would be allowed to the Company
under State law, if the property were taxable, except those exemptions
specifically disallowed under Section 12-44-50(A)(2) of the Act, as
amended and in effect on December 31 of the year in which each
Phase becomes subject to the Initial Agreement or this Amended Fee
Agreement, respectively.

Step 2: Apply an assessment ratio of four (4.0%) percent to the fair market
value as determined for each year in Step 1 to establish the taxable
value of each Phase of the Project in the year it is placed in service and
in each of the thirty-nine years thereafter or such longer period of years
that the annual fee payment is permitted to be made by the Company
under the Act, as amended.

Step 3: Using a millage rate of 308.5 (which millage rate remains a fixed
millage rate in the manner provided in Section 12-44-50(A)(1)(b)(i) of
the Act for the term of this Amended Fee Agreement), determine the
amount of the payments in lieu of taxes which would be due in each
of the forty years listed on the payment dates prescribed by the County
for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Step 4: Using a discount rate of 2.76% (the interest rate effective for United States Treasury bonds of similar maturity as published during the month this Agreement was initially executed), determine the net present value of the aggregate amount of the payments calculated under Step 3.

Step 5: Using a discount rate of 2.76% (the interest rate effective for United States Treasury bonds of similar maturity as published during the month this Agreement was initially executed), determine the amount of an annual, equal payment which, aggregated over forty years, would yield a net present value equal to the result of Step 4.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived therefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability, the Project is deemed to be subject to ad valorem taxation for any reason other than as provided in Section 4.2 hereof, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes
levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Minimum Investment. (a) The County and the Company acknowledge that the Company is required to invest at least $150,000,000 in the Project in the Investment Period for the enhanced investment pursuant to the Act. Notwithstanding any other requirement under Section 12-44-30(13) of the Act, the Company agrees to maintain the minimum investment in the Project required by Section 12-44-30(7)(a) of the Act. Should such minimum investment for an enhanced investment not be achieved in the Investment Period, or maintained during the term of this transaction, then, if an investment of at least $45,000,000 was made on or before December 31, 2023, each annual Filot payment starting with the payment for the year in which the minimum enhanced investment was not maintained, shall be computed as in Section 4.1 except an assessment rate of six (6%) percent shall be used as required by the Act and the Company shall repay to the County the net amount of the difference in the Filot payment paid between the initial four percent (4%) assessment rate and the then applicable six percent (6%) assessment rate. Should the
Company achieve an investment hereunder of $150,000,000 on or before December 31, 2025, but not maintain that level of investment, without regard to depreciation, for the duration of the transaction, then, provided a minimum investment of $45,000,000 is maintained without regard to depreciation, each annual Filot payment starting with the payment for the year in which the minimum enhanced investment was not maintained, shall be computed as in Section 4.1 except an assessment rate of six (6%) percent shall be used as required by the Act. The payments in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

(i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such
calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) years (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

(ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project, subject to the provisions of the Act, 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 as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that
if at any time subsequent to December 31, 2025, or as extended pursuant to the terms of this Agreement, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments as defined in Section 4.2 or as if the property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company 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. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, the Company shall be entitled to give written notice to the County, by providing a copy of the annual filing of the SCDOR PT-300 Property Return, 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 Amended Fee 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 Company, 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 Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.
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 Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may 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 Company. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this 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 Fee 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 Company, the Company shall have the option to terminate this Amended Fee 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 a transfer in lieu thereof, the Company may elect: (i) to terminate this Amended Fee Agreement; (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 Company; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9 Maintenance of Existence.** The Company agrees that it will maintain its existence and its good standing under all applicable provisions of State law, provided, however, the Company may merge with, or be acquired by, another company so long as the surviving company has an equal or greater net asset value.

**Section 4.10 Indemnification Covenants; Fees and Expenses of County.** (a) The Company agrees, to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement or the operation of the Project by the Company. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall, defend them in any such action, prosecution or proceeding.
(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration, of this Agreement, including but not limited to attorney’s fees and expenses.

Section 4.11 Confidentiality/Limitation on Access to Project; Records and Reports.

(a) The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. Therefore, the County agrees that, except as required by law, or pursuant to the County’s police powers or as reasonably deemed necessary by the County in the required performance of its statutorily mandated duties, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility 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 comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company 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. Notwithstanding the above, the Company agrees:

(i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;

(ii) to confirm the dates on which each portions of the Project are placed in service; and

(iii) to include copies of all filings made by the Company with the Anderson County Auditor or the Department with respect to property placed in service as part of the Project.

Section 4.12 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act) this Amended Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company.

Section 4.13 Events of Default. The following shall be "Events of Default" under this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or
(b) Failure by the Company to pay any other amounts to the County due hereunder or to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company 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; or

(c) If the Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Amended Fee 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 Company under this Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the
remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of *ad valorem* taxes to collect any payments in lieu of taxes due hereunder.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended Fee 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 Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement or performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the
exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Credits. The County agrees that the Company shall be entitled to Special Source Credits in an annual amount of fifty (50%) percent of the Company's fee in lieu of tax liability for the Project in the Park for the first ten (10) years and Forty percent (40%) for the succeeding five (5) years after the execution of the Initial Agreement provided the Company invests not less than One Hundred Fifty Million Dollars ($150,000,000) in Economic Development Property in the County by the end of the seventh (7th) year after the end of the tax year in which this Amended Fee Agreement is executed and which investment will be maintained for not less than fourteen (14) years, after the execution of this Amended Fee Agreement. If the Company invests less than One Hundred Fifty Million Dollars ($150,000,000) in the first seven (7) years from the end of the tax year this Amended Fee Agreement is executed, the amount of the Special Source Credit shall be reduced to thirty percent for the remaining portion of the original fifteen (15) year period. Provided, if the Company's investment equals or exceeds $150,000,000 by the end of the seventh year of this Amended Fee Agreement, the Special Source Credits shall be forty percent of the Company's fee in lieu of tax payments for the remaining portion of the original (15) year period. Additionally, the Company shall be required to employee not less than 125 new, full-time employees within the initial five years of the Initial Agreement or the Special Source Credits shall be reduced to thirty percent, regardless of investment. Provided, if the hiring of 125 new, full-time employees is achieved by the end of the Investment Period, the Special Source Credits shall be based on the amount invested as set forth in this Section 4.18. However, the reduction in Special Source Credits, whether by failure to
hire or invest, shall not be subject to recapture by the Company if the investment level or employment level is subsequently reached. The Special Source Credits shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall display and subtract the Special Source Credits from the fee in lieu of tax payment statement sent to the Company for the duration of the fourteen (14) year period during which the Company receives Special Source Credits pursuant to this Amended Fee Agreement.

Section 4.19. Infrastructure Improvement Grant. The County agrees to provide the Company an Infrastructure Improvement Grant, for the improvement and/or rehabilitation of the land and building located on Parcels 5, 6, 7, 8, 9 & 10 shown on Exhibit A attached hereto, of $600,000 but in no event in excess of one-half of the total equalization payment made pursuant to the termination of that certain fee in lieu of tax agreement entered into between the County, the Company and Associated Fuel Pump Systems Corporation dated as of December 1, 2011. The Infrastructure Improvement Grant shall be paid one-half on or before February 1, 2020 and a final one-half on or before February 1, 2021.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee 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  
Post Office Box 8002  
Anderson, South Carolina 29622  
Attn: County Administrator

Anderson County  
Post Office Box 8002  
Anderson, South Carolina 29622  
Attn: County Attorney

**AS TO THE COMPANY:**
Robert Bosch LLC  
Post Office Box 2867  
Anderson, South Carolina 29624  
Attention: Plant Manager

**WITH A COPIES TO:**
Robert Bosch LLC  
38000 Hills Tech Drive  
Farmington Hills, MI 48331  
Attn: General Counsel

J. Wesley Crum, III  
233 North Main Street, Suite 200F  
Greenville, South Carolina 29601

**Section 5.2 Binding Effect.** This Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Amended Fee 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 Amended Fee 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 Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

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

Section 5.6 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any 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 Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Amended Fee 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 Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company 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 AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AMENDED FEE 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 with respect to the timely payment of all fee in lieu of tax payments to the County hereunder, the Company 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 or regulations, war or national emergency, acts of God, and any other similar cause, beyond the Company's reasonable control.

Section 5.11 Surviving Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 4.1 and 4.2 (insofar as the same pertain to any retroactive payments by the Company to the County) and 4.10 shall survive any termination of this Agreement.

(Provision of page intentionally left blank)
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amended Fee Agreement to be executed in its name and behalf by the Chairman of County Council, the County Administrator and to be attested by the Clerk to County Council; and the Company has caused this Amended Fee Agreement to be executed by their duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: ______________________________
   Tommy Dunn, Chairman of County Council
   Anderson County Council

(SEAL)

ATTEST:

By: ______________________________
   Lacey A. Croegaert, Clerk to County Council
   Anderson County, South Carolina
ROBERT BOSCH LLC

By: ________________________________
    Maximiliane Straub
Its: CFO&EVP Finance, Controlling and Administration

By: ________________________________
    Brian Marron
Its: Treasurer

ATTEST:

By: ________________________________
    Erik Dyhrkopp
Its: Secretary
TRACT A - All that certain piece, parcel or tract of land, with the improvements located thereon, situate, lying and being in School District Number One (1), County of Anderson, State of South Carolina, as shown on that certain plat prepared by Russell & Axon, Engineers, said plat dated 16 April 1979 and being recorded in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 85 at Page 309, and according to said plat being 86.246 acres, more or less, and having the following metes and bounds, courses and distances, to-wit: Beginning at a point on the Northwestern corner of said tract adjacent to the right-of-way of U.S. Highway I-85 and land of R. E. and Virginia Phillips, and running S 62-13-53 E for a distance of Five Hundred Twenty-nine and thirty-two hundredths (529.32) feet to an iron pin; thence S 44-55-11 E for a distance of Eight Hundred Thirty-Four and seventy-nine hundredths (839.79) feet to an iron pin; thence along the right-of-way of S.C. Highway 81 S 30-27-51 W for a distance of One Thousand Five Hundred Five and thirty-six hundredths (1505.36) feet to an iron pin; thence S 28-45-15 W for a distance of Two Hundred Fifteen and fifty-four hundredths (215.54) feet to an iron pin; thence S 25-31-11 W for a distance of One Hundred Ninety-five and four tenths (195.40) feet to an iron pin; thence S 61-53-02 W for a distance of Seventy-Nine and forty-eight hundredths (79.48) feet to an iron pin; thence N 80-41-19 W for a distance of Fifty-Seven and thirty-four hundredths (57.34) feet to an iron pin; thence S 11-45-35 W for a distance of Thirty-two (32.0) feet to a nail and bottle cap located at the center line of Scott's Bridge Road; thence running along the center line of Scott's Bridge Road N 82-42-35 W for a distance of Five Hundred Twenty-Nine (529.0) feet to a nail and bottle cap; thence leaving the right-of-way of Scott's Bridge Road and running N 26-05-55 W for a distance of Five Hundred Ninety-Eight and ninety-five hundredths (598.95) feet to an iron pin which is located in the center of that certain unnamed branch; thence following the meanderings of the center line of the branch in a Northwesterly direction to an iron pin which point is adjacent to the right-of-way of U.S. Highway I-85 and land of C. M. Ellison; thence leaving the center line of the branch and following the right-of-way of U.S. Highway I-85 N 41-43-57 E for a distance of Nineteen (19) feet to an iron pin; thence N 41-43-57 E for a distance of Two Hundred Twenty and forty-five hundredths (220.45) feet to a concrete monument; thence running N 45-35-16 E for a distance of Four Hundred and eighty-two hundredths (400.82) feet to a concrete monument; thence running N 42-13-11 E for a distance of Three Hundred Thirty-Five and fourteen hundredths (335.14) feet to a concrete monument; thence running N 42-59-58 E for a distance of one Hundred Forty-Seven and twelve hundredths (147.12) feet to an iron pin; thence running N 44-48-26 E for a distance of One Hundred Thirty-Seven and fifty-seven hundredths (137.57) feet to an iron pin; thence N 46-54-12 E for a distance of One Hundred Twenty-Three and sixty-five hundredths (123.65) feet to an iron pin; thence N 48-13-07 E for a distance of One Hundred Forty-Seven and sixty-two hundredths (147.62) feet to an iron pin; thence N 50-11-16 E for a distance of One Hundred Twenty-Eight and two tenths (128.2) feet to an iron pin; thence N 51-47-07 E for a distance of One Hundred Twelve and sixty-six hundredths (112.66) feet to an iron pin; thence N 53-16-51 E for a distance of One Hundred Twenty-One and eighty-six hundredths (121.86) feet to an iron pin; thence N 55-56-51 E for a distance of Two Hundred
Ninety-Two and eight hundredths (292.08) feet to a concrete monument; thence N 50-53-37 E for a distance of Seventy-Eight and seventy-seven hundredths (78.77) feet to the POINT OF BEGINNING. Said property being bounded on the North and Northeast by lands of R. E. and Virginia Phillips, on the East and South and Southwest by Scott's Bridge Road, undesignated road as shown on the aforementioned plat, and property of C. M. Ellison with a stream intervening, and on the West and Northwest by the right-of-way of U. S. Highway I-85.

TRACT B PARCEL 1 - ALL of that certain lot or tract of land on the western side of S.C. Highway 81 in Hopewell Township, School District Number One, Anderson County, South Carolina containing 6.65 acres, more or less, and being shown as Tract Number 1 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.
TMS#: 169-00-17-005

PARCEL 2 - ALL of that certain tract of land on the southwestern side of the intersection of Scotts Bridge Road with S.C. Highway 81 in Hopewell Township, School District Number Four, Anderson County, South Carolina containing 5.38 acres, more or less, and being shown as Tract Number 4 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.
TMS#: 169-00-17-001

PARCEL 3- ALL of that certain tract of land on the southern side of Scotts Bridge Road in Hopewell Township; School District Number One, Anderson County, South Carolina containing 15.23 acres, more or less, and being shown as Tract Number 3 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.
TMS# 144-00-04-001

PARCEL 4- ALL of that certain tract of land on the southern side of Scotts Bridge Road in Hopewell Township, School District Number One, Anderson County, South Carolina containing 19.08 acres, more or less, and being shown as Tract Number 2 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.  TMS#169-00-17-002
PARCEL 5:

All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number One, said parcel of land lying on the Northern side of Scott’s Bridge Road and containing 11 acres, more or less, and being designated as Tract 1-A as shown on that certain survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 6:

All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number One, said parcel of land lying on the Northern side of Scott’s Bridge Road and containing 10.69 acres, more or less, and being designated as Tract 1-B as shown on that certain survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 7:

All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, said tract of land containing 7.78 Acres, more or less, and being designated as Tract 2 on that certain plat of Robert Bosch Corporation, by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 8:

All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, containing 0.046 Acres, more or less, and being designated as Tract 4 on that survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.
PARCEL 9:

All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, county of Anderson, State of South Carolina, said tract of land lying on the Southern side of Scott's Bridge Road, and being designated as Tract 5, containing 2.73 acres, more or less, as shown on survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 10:

All that piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, said tract of land lying on the Southern side of the centerline of Scott's Bridge Road, and being designated as Tract 6, containing 0.324 acres, more or less, as shown on survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.
ORDINANCE NO. 2018-058

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

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

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

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

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

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

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

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting duly assembled this ________ 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: November 20, 2018

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 Dailey 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;
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)
Sec. 66-44. Sewer tap permits.

There shall be two classes of sewer tap permits:

(1) Residential (single-family dwellings).

(2) Commercial/domestic sewage only/industrial.

(Ord. No. 350, § 1.7, 7-7-92)

Sec 66-45 Responsibility for Costs

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

Sec. 66-45. Sewer system extensions.

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

(b) The following administrative procedures shall be followed:

(1) Submit preliminary construction plans to the County Planning Department in sufficient applicable detail to indicate location, system layout, line sizes, service connections, flows, character of sewage, relationship with and connection to the county's collection system and total development plans. For large developments of greater than two years the county reserves the right to require a phasing-in of the development and may only permit one phase at a time. The county will determine the criteria for a phasing plan.

(2) Receive a preliminary flow letter from the wastewater department stating that flow is available at this time for development. Such letter is only good for that point in time and a final flow acceptance letter from the county is required before submission of plans to the State of South Carolina Department of Health and Environmental Control (SCDHEC) for a construction permit.

(3) Prepare construction drawings and documents for the state's and wastewater department's approval. Upon final approval, a Sewer Acceptance letter identifying the lots, the amount of committed capacity, and any termination date for the commitment will be 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. 86-46. 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 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.
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 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 whose Application for Permit to Discharge has been approved by the County.

B. Those specific users required to install pretreatment facilities, control structures, etc. shall comply fully 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 such 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 R81-9 403.6(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
(2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Sec. 66-92.

(3) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

(4) The request for a monitoring waiver must be signed in accordance with Sec. 66-39, and include the certification statement in Sec. 66-125 A (40 CFR 403.6(a)(2)(ii) and R61-9 403.6(b)(2)(ii)).

(5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

(6) Any grant of the monitoring waiver by the Anderson County must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Anderson County for 3 years after expiration of the waiver.

(7) Upon approval of the monitoring waiver and revision of the User's permit by the Anderson County, the Industrial User must certify on each report with the statement in below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.

(8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Sec. 66-122, or other more frequent monitoring requirements imposed by the Anderson County, and notify the County wastewater department.

(9) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

All periodic compliance reports must be signed and certified in accordance with Sec. 66-125 A of this article. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep
its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by Anderson County, using the procedures prescribed in Sec. 66-112 of this article, the results of this monitoring shall be included in the report.

(Ord. No. 350, § 3.6, 7-7-92)

Sec 66-123. Reports from Unpermitted Users

All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to Anderson County as the County may require.

Sec 66-124. Date of Receipt of Reports.

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec 66-125 Certification Statements

A. Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sec. 66-92; Users submitting baseline monitoring reports under Sec. 66-119 (5); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Sec. 66-121; Users submitting periodic compliance reports required by Sec. 66-122, and Users submitting an initial request to forego sampling of a pollutant on the basis of Sec. 66-122. The following certification statement must be signed by an Authorized Representative as defined in Sec. 66-39:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Sec. 66-122 must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR 403 and R61-9 403 [specify applicable National Pretreatment Standard
part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Sec. 66-122.

Secs 66-126 thru 66-135. Reserved.

DIVISION 7. SEWER SERVICE CHARGES

Sec 66-136. Monthly charges for sewer service.

(a) The county shall establish and make available a base rate for sewer service, subject to modification by council. There shall be a base rate (Attachment A) as well as usage cost multiplied by the amount of metered water received by a customer from the source supplying the water, to yield a monthly sewer service charge (Attachment A).

(b) If a customer uses a substantial amount of water for purposes that do not require discharge into the sanitary sewer system, the customer may install, at his or her own expense, an approved water meter or discharge flow meter, to more accurately determine usage. Alternatively, the county may base a rate on usage statistics published by the South Carolina Department of Health and Environmental Control.

(c) A customer who obtains water from an unmetered well must install, at his or her own expense, an approved discharge flow meter at a location accessible to wastewater department. Alternatively, the county may base a rate on usage statistics published by the South Carolina Department of Health and Environmental Control.

(d) In addition to the monthly service charge as described above, the county may impose a uniform service fee for all users.

(e) Industrial User's with effluent flow meters may be billed for usage based on the effluent flow meter rather than the water meter. To be approved for this billing method, the effluent meter must be calibrated every six months and the calibration report submitted to Anderson County for verification.

(Ord. No. 350, § 4.1, 7-7-92; Ord. No. 367, § 1, 1-19-93; Ord. No. 378, § 1, 6-15-93; Ord. No. 382, § 3, 9-7-93; Ord. No. 00-064, § 1, 12-5-00)

Sec 66-137. Change in rates.

The wastewater department shall be permitted to increase or decrease rates, deposits and tap-in and other forms and type of fees as shall be necessary and approved by county council from time to time. The department shall review rates, deposits and capacity fees on a yearly basis. Increases/decreases or no change shall be based on the findings of this yearly review. The wastewater department reserves the right to charge different rates to different classes of customers, whose effluent is processed by different treatment plants. The department shall always charge a rate that
is reflective of the actual costs to the department, including but not limited to uniform administrative costs as well as any pass-through amount charged to the department by the treating facility. Schedules of current rates, deposits and fees (Attachment A) shall be on file in the county offices.

(Ord. No. 350, § 4.2, 7-7-92)

Sec 66-138. Free service.

No sewer service shall be furnished or rendered free of charge to any person.

(Ord. No. 350, § 4.3, 7-7-92)

Sec 66-139. Sewer surcharges.

Significant industrial users shall pay a surcharge for treatment of their abnormal-strength wastewaters. Surcharge payments will be assessed on sewer customers whose wastewater’s concentration exceeds 250 mg/l BOD or 250 mg/l suspended solids. The surcharge will be assessed on each pound of BOD and/or suspended solids in the wastewater in excess of the 250 mg/l limit as determined by the county’s analysis of wastewater samples.

(Ord. No. 350, § 4.4, 7-7-92)

Sec 66-140. Billing cycles.

All meters shall be read periodically, and each periodic bill shall become due on receipt and payable in its entirety within 15 days after the billing date and shall be considered delinquent thereafter. If bills are not paid within ten days after the delinquent date, the penalty of ten percent shall be added, and if any bill shall remain unpaid for 20 days after the delinquent date, all services to such user shall be forthwith subject to the provisions of section 66-145 and the other provisions of this article, and shall remain delinquent until such user shall have paid his past due bill and the current reconnection charge and any other penalties or charges required by this article.

(Ord. No. 350, § 4.5, 7-7-92)

Sec 66-141. Sewer capacity fees.

For each new sewer connection, the person applying for sewer service shall pay the currently required capacity fee. Such capacity fee may include, as an additional sewer availability or impact fee, a proportionate share, based upon front footage, per lot costs, lot size, or other fair and equitable method of determination, of all 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 evaluating the performance or the User to achieve compliance. In addition, the wastewater department may require that a person guilty of a significant violation reimburse the wastewater department for any attorney's fees, engineering fees, court costs or other expenses incurred by the wastewater department in connection with enforcement or repair or replacement actions brought by the wastewater department as a result of such violations. Civil penalties may be imposed only after a show cause hearing before the wastewater department.

In determining the amount of civil liability, the Manager shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

(Ord. No. 350, § 5.9, 7-7-92)

Sec 66-185. Remedies Nonexclusive.

The remedies provided for in this ordinance are not exclusive. Anderson County may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the County's enforcement response plan. However, Anderson County may take other action against any User when the circumstances warrant. Further, Anderson County is empowered to take more than one enforcement action against any noncompliant User.

Sec 66-186. Collection of civil penalties.

Civil penalties, if unpaid, shall be treated as any other payment penalty.

(Ord. No. 350, § 5.10, 7-7-92)

Sec 66-187. Show cause hearings.

(a) The enforcement officer may issue a rule to show cause to any person who violates this article or any permit, permit condition, final order of the wastewater department, or any other Pretreatment Standard or
Requirement, to appear and show cause why enforcement actions authorized by this article should not be imposed. A copy of the rule to show cause shall be served on the alleged violator specifying the alleged violations, the proposed enforcement actions, and the reasons for such action and giving at least ten days' notice of the time and place of the hearing.

(b) The wastewater department shall conduct the hearing and the hearing shall be held as practicably as possible in accordance with the procedure prescribed by regulation 61-72 of the state department of health and environmental control.

(c) After reviewing the evidence, the wastewater department may, in appropriate cases if a significant violation is found, suspend or revoke any sewer use permit previously granted, impose civil penalties and/or order severance of the sewer connection, or any combination of the foregoing until the violation has been corrected to the satisfaction of the wastewater department.

(d) All appeals from the decision of the wastewater department shall be heard by the Court of Common Pleas for the County.

(e) A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

(Ord. No. 350, § 5.11, 7-7-92)

Sec 66-188. Public notification of industrial violations.

The wastewater department shall inform the public, on a yearly basis of any Significant Noncompliance violations by an industrial user(s) or any cases requiring the use of emergency authority by publishing a listing in the largest daily newspaper within the jurisdiction served by the wastewater department.

Anderson County shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by Anderson County, a list of the Industrial Users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean violations which meet one or more of the following criteria:

1. Violations of wastewater discharge limits
   a. Chronic violations. 66% or more of the measurements in a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including same Daily Maximum Limit, Daily Average Limit, or Instantaneous Limit.
   b. Technical Review Criteria (TRC) violations. 33% or more of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including Daily Maximum Limit, the same Daily Average Limit,
or Instantaneous Limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease and 1.2 for all other pollutants except pH).

c. Any other violation of a Pretreatment Standard or Requirement including Daily Maximum Limit, Daily Average Limit, Instantaneous Limit, or narrative standard that Anderson County believes has caused, alone or in combination with other discharges, interference or pass-through including endangering the health of the Anderson County personnel or the general public.

d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Anderson County's exercise of its emergency authority to halt or prevent such a discharge.

2. Failure to meet within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance.

3. Failure to provide within 45 days after the due date, standards required reports such as self-monitoring reports and reports on compliance schedules.

4. Failure to accurately report noncompliance.

5. Any other violation or group of violations, which may include a violation of Best Management Practices, Anderson County determines will adversely affect the operation or implementation of the local pretreatment program.

(Ord. No. 350, § 5.12, 7-7-92)

Sec 66-189. Upset.

A. For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (C), below, are met.

C. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and the User can identify the cause(s) of the upset;
(2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(3) The User has submitted the following information to Anderson County within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days]:

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

D. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.

F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec 66-190. Prohibited Discharge Standards.

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Sec. 66-66 of this article or the specific prohibitions in Sec. 66-66(3) through (25) of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

A. A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

B. No Local Limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when Anderson County was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.
Sec 66-191. Bypass.

A. For the purposes of this Section, 

(1) Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility. 

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. 

B. A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this Section. 

C. Bypass Notifications 

(1) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Manager, at least ten (10) days before the date of the bypass, if possible. 

(2) A User shall submit oral notice to Anderson County of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. Anderson County may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours. 

D. Bypass 

(1) Bypass is prohibited, and Anderson County may take an enforcement action against a User for a bypass, unless

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; 

(b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to
prevent a bypass which occurred during normal periods of equipment
downtime or preventive maintenance; and
(c) The User submitted notices as required under paragraph (C) of this
section.

(2) Anderson County may approve an anticipated bypass, after
considering its adverse effects, if the Manager determines that it will meet
the three conditions listed in paragraph (D)(1) of this Section.

Secs 66-192 thru 66-210. Reserved

DIVISION 9 - FATS, OIL AND GREASE (FOG)

Sec 66-211. Purpose and Applicability

The purpose of this Division is to aid in preventing the introduction and accumulation of
fats, oils and grease (FOG), which may cause or contribute to sanitary sewer blockages
and obstructions into the wastewater collection system. This Division requires that
grease control device be installed, implemented and maintained by food service
establishments in accordance with the following provisions. It also provides for the
regulation of the collection, control and transportation of non-hazardous fats, oil and
grease (FOG) of animal or vegetable origin.

Applicability: The provisions of this Division shall apply to all food service
establishments (FSE) as defined herein which discharge to an Anderson County
Collection System.

Sec 66-212. Findings

- Grease buildup in the public sewer system occurs when FOG from cooking is
  allowed to be introduced into the system. FOG washed down sinks and floor
  drains builds up over time and eventually creates backups in the public sewer
  system which may result in sanitary sewer overflows (SSOs). SSOs constitute
  significant public health hazards, lead to costly environmental penalties, and are
  prohibited under the federal Clean Water Act.
- The accumulation of FOG in the public sewer system leads to increased costs for
  maintaining the sewer collection system and wastewater treatment plant.
- Food service establishments are a major source of FOG in the public sewer
  system. The use of properly sized, installed and maintained grease control
devices minimizes the introduction of FOG into the collection system.
- The FOG program is being implemented as a portion of the Collections
  Maintenance, Operations and Management (CMOM) Plan to manage and
  minimize potential SSOs.

Sec 66-213. Legal Authority

It shall be unlawful for any food service establishment to operate without approved
grease control device as required in this Division. Legal authority is established under
Anderson County's approved pretreatment program. The pretreatment program
includes activities designed to identify and control sources of potential interference and, in the event of actual interference, enforcement against the violator.

Sec 66-214. Definitions/Acronyms

The definitions found in Section 66-39 shall apply to the provisions of this Division, provided; however, that the following words, terms, and phrases, when used in this Division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Authorized Representative of the FSE: May be the Owner, General Manager, Manager, or duly authorized representative of the individual designated in this definition if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Baffle: A plate, wall, or panel to deflect, check, or regulate the passage of grease-laden wastewater through the grease trap or gravity grease interceptor. A hanging baffle is one that does not extend to the floor of the interceptor. It generally extends only to the top half of the water level. A slotted baffle is one that extends to the floor of the interceptor and has one or more slots generally located at the middle of the water level to convey liquid from the inlet side to the outlet side of the interceptor.

Best Management Practices (BMP): The widely accepted means and methods of preventing or reducing FOG from entering the wastewater collection and treatment system are referred to as Best Management Practices.

Black Water or Domestic Sanitary Sewage: Wastewater containing human waste from sanitary fixtures such as toilets and urinals.

Brown grease means floatable fats, oils, grease, and settled solids produced during food preparation that are recovered from grease control devices. Brown grease can be discharged from kitchen fixtures and appliances (i.e., 3-compartment sinks, pre-rinse sinks, automatic dishwashing machines, mop sinks, floor drains, water-cooled wok stoves, soup kettles, etc.) or other locations where the grease has been contaminated in some fashion.

Building code administrator means the County's building code administrator or his or her authorized designee.

Certified: Having met the County's requirements. In respect to the Grease Waste Hauler/Plumber certification, meaning met the County's Certified Grease Waste Hauler/Plumber requirements and having been issued a Grease Waste Hauler/Plumber certification card by Anderson County.

Enforcement response plan is a system that sets forth the process and procedures for enforcement of this division by the County.
Fats, Oil, and grease (FOG) means material, either liquid or solid, composed of fats, oils or grease (organic non-polar compounds) derived from animal or vegetable sources. Examples of FOG include, but are not limited to, kitchen cooking grease, vegetable oil, bacon grease and organic polar compounds derived from animal or plant sources that contain multiple carbon triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the Title 40, Part 135 of the Code of Federal Regulations (40 CFR 136), as may be amended from time to time.

Flow Control Device: An integral part of a hydro-mechanical grease interceptor (HGI) installed on the inlet side that controls the wastewater flow through the grease trap and entrains air bubbles in the wastewater stream via the vent to facilitate grease removal.

FOG Program Coordinator: Person employed or designated by the Wastewater Department who is charged with the responsibility of administering the provisions of the grease management program to ensure compliance by users with applicable laws, rules, regulations, policies, and ordinances.

Food service establishment (FSE) means any commercial, industrial, religious, institutional or food processing facility that discharges kitchen or food preparation wastewaters and that is required to have a grease control device under the County's Code of Ordinances. This includes operations such as, but not limited to restaurants, delicatessens, bakeries, snack bars, catering operations, ice cream parlors, school cafeterias, mobile food units including bases of operations, and temporary food service establishments.

1. Class 1: Delis-engaged in the sale of salads, cold cut and microwaved or convection oven warmed sandwiches/subs with no frying or grilling on site, use of precooked meats, utilization of disposable serving ware with very limited culinary washing; Meat Markets with meat preparation such as slicing and grinding as defined by NAICS 445210; Coffee Shops (small) as defined by NAICS 7222135; Ice Cream Shops as defined by NAICS 7222131; Frozen Yogurt Shops as defined by NAICS 7222132; Retain Bakers (small) with no on premise frying or preparation of other non-bakery foods as defined by NAICS 311811; Doughnut Shops with baking only as defined by NAICS 7222133; Beverage Bars with limited on premise food preparation that can be classed as a deli as defined by NAICS 722515; Day Care facilities (minimum classification depending on menus, food preparation, culinary cleaning, number of meals served, and frequency meals are served) as defined by NAICS 813110; and Mobile Food Vendors as defined by NAICS 722330.

2. Class 2: Limited Service Restaurants (a.k.a. fast food facilities, drive-in, carry-out) as defined by NAICS 722513; Day Care facilities (maximum classification depending on menus, food preparation, culinary cleaning, and number of meals served) as defined by NAICS 624410; Religious Organizations (maximum classification depending on menus, food preparation, culinary cleaning, number of meals served, and frequency meals are served) as defined by NAICS 813110; Full Service Restaurants (minimum classification – seating capacity less than 65) as defined by NAICS 722511; Buffet and Cafeteria facilities (minimum classification – seating capacity less than 65) as defined by 722514; Doughnut Shops with on premise frying as defined by NAICS 7222133; Coffee Shops (large) as defined by NAICS 7222135; Caterers as defined by NAICS 722320;
Convenience Stores without fuel pumps as defined by NAICS 445120; Convenience Stores with fuel pumps as defined by 447110; and Supermarkets/Grocery Stores as defined by NAICS 445110.

3. **Class 3:** Full Service Restaurants (maximum classification-seating capacity greater than 65) as defined by NAICS 722514.

4. **Class 4:** Buffet and Cafeteria Facilities (maximum classification-seating capacity greater than 65) as defined by NAICS 722511.

5. **Class 5:** Institutions (Schools, Hospitals, Nursing Homes, Prisons, etc.) which include NAICS classifications 611110, 611310, 623110, 623311, 623312, 722310, and 922140, but not to exclude self-run operations.

**General FOG Permit:** A fats, oils, and grease permit in which all food service establishments are grouped and is valid for a period of five (5) years.

**Gravity Grease Interceptor:** See Grease Interceptor – these terms are synonymous.

**Gray Water:** Refers to all other wastewater other than black water as defined in this section.

**Grease Control Device:** means a device used to collect, contain, and remove food waste, fats, oils and grease from the wastewater while allowing the remaining wastewater to be discharged to the County's wastewater collection system by gravity. Devices include grease interceptors, grease traps, automatic grease removal devices, grease recycling containers or other FOG remediation devices approved by the County.

**Grease Interceptor:** A Grease Control Device identified as a large underground vault, usually 500 to 2,000 gallon capacity, designed to collect, contain and remove food waste, fats, oils and grease (FOG) from the FSE wastewater while allowing the remaining wastewater to be discharged to the County's wastewater collection system. Grease interceptors will be located outside the FSE and must be approved by Anderson County.

**Grease Recycle Container (Bin):** container used for storage of yellow grease (see yellow grease definition in this section).

**Grease removal device:** means an active, automatic device that separates and removes fats, oils and grease from FSE effluent discharge and that cleans itself of accumulated FOG at least once every twenty-four (24) hours utilizing electromechanical apparatus.

**Grease trap:** A grease trap or hydro-mechanical grease interceptor is a Grease Control Device identified as an "under the sink" reservoir, or a "floor trap" which is a small container or tank with baffles designed for inside installation at kitchen fixtures and appliances, although they are sometimes installed adjacent to the kitchen and outside the building either above or below the ground. For a FSE approved to install a grease trap, the minimum size requirement is the equivalent of a 20-gallon per minute/40 pound
capacity trap. All grease traps shall be correctly sized, have properly sized/installed flow control devices, and be approved by the County.

**Grease Waste Hauler (GWH)/Plumber:** means a contractor/company that pumps, cleans, and maintains grease control devices and transports it to a recycling or disposal facility. A grease hauler may also provide other services related to grease interceptor maintenance for a food service establishment. All grease waste haulers and plumbers performing these duties within Anderson County’s service area shall be Grease Control Device (GCD) certified by Anderson County.

**Grease Waste Line (GWL):** The wastewater plumbing that conveys grease-laden wastewater from fixtures and appliances to the Grease Interceptor or other GCD. This GWL shall be separate from any plumbing conveying sanitary wastewater.

**Hydro-Mechanical Grease Interceptor:** See Grease Trap – these terms are synonymous.

**Manager** means the Anderson County Wastewater Department Manager or authorized designee.

**NAICS:** North American Industry Classification System, using 2012 (or latest) classifications at [www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html).

**Noncompliance Notice (NCN):** A notice generally issued by the County’s FOG Program Coordinator or FOG Program Inspector, informing the noncompliant user that it is in noncompliance with the FOG Ordinance. The NCN is issued for any identified problems with grease control device operation, maintenance, or components. The specific noncompliance will be noted.

**Notice of Violation (NOV):** A notice generally issued by the County’s Wastewater Department Manager or his designee to a FSE, informing the noncompliant user of violations of the County’s FOG Ordinance. The specific violation will be noted.

**Public sanitary sewer system:** means and includes all or any part of the lateral sewers, collecting sewers, intercepting sewers, wastewater pumping stations, force mains, wastewater treatment facilities and outfall sewers owned or administered by the County.

**Renderable FOG container:** means a closed, leak-proof container for the collection and storage of yellow grease.

**Series (Grease interceptors Installed in Series):** Grease interceptor tanks are installed one after another in a row and are connected by plumbing pipe to increase the effective volume of the grease control device.

**Tee or T (Influent & Effluent):** A T-shaped pipe fitting extending from the ground surface below grade into the grease interceptor to a depth allowing recovery (discharge) of the water layer located under the layer of FOG.

**User:** Any person, corporation, or company who contributes, causes or permits the contribution of wastewater into the County’s WCTS.
Wastewater Collection and Transmission System (WCTS): A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

Yellow grease: Fats, oils and grease used in food preparation that have not been in contact or contaminated from other sources such as water, wastewater or solid waste, i.e. fryer oil and may be recycled. Most "yellow grease" is used deep fat fryer grease. Yellow grease is normally stored in a grease recycle container or bin for beneficial reuse.

Acronyms:

- BMP Best Management Plan
- CMOM Collections, Maintenance, Operations and Management
- ERP Enforcement Response Plan
- FOG Fats, Oil & Grease
- FSE Food Service Establishment
- GCD Grease Control Device
- GGI Gravity Grease Interceptor
- GWH Grease Waste Hauler
- GWL Grease Waste Line
- HGI Hydro-Mechanical Grease Interceptor
- NAICS North American Industry Classification System
- NCN Non-Compliance Notice
- NOV Notice of Violation
- SCDHEC South Carolina Department of Health and Environmental Control
- SSO Sanitary Sewer Overflow
- WCTS Wastewater Collection and Transmission System

Sec 66-215. General Requirements

A. All existing and proposed Food Service Establishments (FSEs) are required to have a grease control device (GCD) installed, maintained and operating properly, in accordance with the FOG Program.

1. Existing FSEs in operation prior to adoption of this FOG Ordinance are required to have a GCD properly installed, maintained and operating in accordance with this FOG Ordinance in no later than 365 days from the effective date of this Ordinance.

2. All new FSE construction required by the County to have grease trap (hydro-mechanical grease interceptor) FOG remediation shall comply with Section 66-219 and Section 66-224 immediately upon the effective date of this Ordinance.
3. All new FSE construction required by the County to have gravity grease interceptor FOG remediation shall comply with Section 66-218 and Section 66-222 immediately upon adoption of this FOG Ordinance.

4. After adoption of this FOG Ordinance, any change of ownership of an existing FSE or FSE applying for a new FSE Permit having an existing gravity grease interceptor and/or required by the County to have a gravity grease interceptor and not meeting the requirements of Section 66-222, must comply immediately with Sections 66-218 or at the discretion and approval of the County, rebuild/modify the existing interceptor in accordance with Section 66-218 (G) or install a gravity grease interceptor in compliance Section 66-222.

5. After the effective date of the ordinance, any change of ownership of an existing FSE or FSE applying for a new FSE Permit having an existing hydro-mechanical grease interceptor (grease trap) and/or required by the County to have a hydro-mechanical grease interceptor, must comply immediately with Section 66-224 and Section 66-219 as determined by the FOG Program.

B. All FSEs will be required to maintain records of cleaning and maintenance of GCD. GCD maintenance records will be maintained on-site of the FSE and include, at a minimum, the date of cleaning/maintenance, company or person conducting the cleaning/maintenance, volume (in gallons) of grease wastewater removed and the final disposal location. In addition, grease waste haulers shall comply with the County's manifest documentation requirements for all disposal of FOG waste.

C. GCD maintenance records shall be available at the FSE premises and available for inspection by the County FOG Program personnel or their representative, and/or SCDHEC. The FSE shall maintain GCD maintenance records for a minimum of three (3) years. As-built drawings and GCD manuals should be available for inspection and remain on premises for the life of the GCD at the FSE.

D. No FSE will discharge oil and grease in concentrations that exceed the County's limits stated in Section 66-66 of 100 parts per million by weight.

E. Owners of commercial property will be held responsible for installation of County approved grease control devices and shall ensure that lease agreements identify the responsible party for proper maintenance to control wastewater discharges from their property. A copy of the responsible party information shall be provided to the FOG Program Coordinator.

F. Grease Control Device Certification Requirement: All food service establishments with grease control devices must have their gravity grease interceptor or grease trap inspected and certified at least annually by a County "certified" grease waste hauler or "certified" licensed plumber. Annually is defined as a period from January 1 through December 31. Grease control device certification requirements shall commence the following calendar year the FOG Control General Permit is issued. Any FSE that does not provide an annual
grease control certification by December 31 of each year following the General FOG Permit issuance will be considered to be in noncompliance. If a gravity grease interceptor or grease trap "Passes" the certification requirement, no further action is required. If a grease interceptor or grease trap "Fails" the certification requirement, a corrective action response is required from the FSE user/owner or authorized representative to the County (refer to Section 66-215 (G)). Completed certification forms (Gravity Grease Interceptor Certification Form A or Grease Trap Certification Form B) must be completed and signed by the County “certified” grease waste hauler or County “certified” licensed plumber, signed by the FSE owner or authorized representative, and submitted to the County. The original certification form must be submitted to the County at the following address:

FOG Program Coordinator  
Anderson County Wastewater Treatment  
1500 Dalrymple Road  
Anderson, SC 29621  

G. Failure of a Gravity Grease Interceptor Certification or Grease Trap Certification: The FSE owner or authorized representative is responsible for including detailed "Corrective Action Response" information on the Gravity Grease Interceptor Certification form or the Grease Trap Certification form that is submitted to the County. If necessary, additional pages may be attached to the certification form. At a minimum, the Corrective Action Response information must include the reason for the failed certification, what corrective action will be taken, and the date the corrective action will be completed. The FSE user/owner or authorized representative shall notify the FOG Program by phone or email within one business day (Monday – Friday) of failing the certification. Any additional enforcement action will utilize the Anderson County Food Service Establishment Enforcement Response Guide.

H. FSEs shall dispose of yellow grease in an approved container, or recycle container/bin, and the contents shall not be discharged into any grease control device, sanitary sewer line, grease waste line, storm water grate, drain, plumbing fixture, or into the environment whereas to be conveyed to a stream, creek, or river. Yellow grease and oils disposed of in any manner other than an approved container or recycle container/bin is a violation of this FOG Ordinance.

I. It shall be a violation of the FOG Ordinance to leave the lid open on any outdoor grease recycle bin/container.

J. It shall be a violation of the FOG Ordinance to allow spilled yellow grease to remain around the recycle container/bin. Refer to Section 66-225 (G) for cleanup.

K. It shall be a violation of this FOG Ordinance to push or flush the non-water portion of GCD into the public sewer.

L. Mop basins located outside the building and drained to the sanitary sewer shall be covered with a canopy or roof whereas to prevent storm water from being introduced into the sewer.
M. Dumpster pads that drain to the County's sanitary sewer shall be covered whereas to prevent storm water from being introduced into the sanitary sewer. Dumpster pad drains are prohibited from connection to storm water conveyances.

N. Outdoor grated cleanouts are prohibited from use. Cleanouts shall be solid whereas to prevent storm water from being introduced into the sanitary sewer.

O. The FSE user/owner or authorized representative shall notify the FOG Program by phone or email within one business day (Monday-Friday) of any noted deficiencies encountered while performing GCD pumping, cleaning, or maintenance, including annual GCD certification.

Sec 66-216. Fees and Permits

A. The County may adopt and impose charges and fees (Attachment 1) to the FSE's from time to time, which may include:
   a. Fees for monitoring and inspections;
   b. Fees for permit applications;
   c. Surcharges, assessments and impact fees;
   d. Fees for filing appeals;
   e. Other fees required to carry out the requirements of this Ordinance.

B. An additional compliance inspection fee (Attachment A) will be charged to each FSE for each re-inspection due to noncompliance issues.

C. The County will issue General FOG Permits for food service establishments. All new FSEs shall complete and submit the County's Fats, Oils and Grease Questionnaire which will serve as the FSE's General FOG Permit application. General FOG Permits shall be issued for a period of 5 years. Additional fees may be implemented by the County for food service establishment wastewater treatment and impacts to the WCTS.

Sec 66-217. Approved Grease Waste Haulers/Plumbers

To ensure proper maintenance of grease control device (GCD) and proper disposal of the FOG waste, the County will maintain an "Approved Grease Waste Haulers/Plumbers List". Within six months of the effective date of this Ordinance, food service establishments (FSEs) shall only utilize Anderson County certified grease waste haulers and plumbers to perform any GCD pumping, cleaning, maintenance, and GCD Certification. Criteria for the grease waste hauler or plumbing company to be placed on the "Approved Grease Waste Haulers/Plumbers List" include, but are not limited to the following:

A. The grease waste hauler or plumber employees that will be performing any GCD pumping, cleaning, or maintenance within the county, including completing the FSE grease control device certification forms must attend an Anderson County approved Grease Control Device Certification Class and pass the GCD certification class test. Upon passing the Grease Control Device Certification
Class, the grease waste hauler or plumber employee will be issued a certification card in their name. Grease waste hauler or plumber employees performing the aforementioned GCD work shall be in possession of a valid County Grease Waste Hauler/Plumber certification card issued in their name. Grease waste hauler employees shall present this card and other proof of identification to County personnel upon request.

B. The grease waste hauler or plumber performing any plumbing work associated with the GCD must have a valid plumber's license issued by the State of South Carolina.

C. Grease Waste Hauler Companies and Plumbing Companies must maintain applicable business licenses for the area in which they are working.

D. Grease waste haulers and plumbers that pump gravity grease interceptors or grease traps must comply with the requirement of the County's FOG Ordinance.

E. The County maintains the right to modify the grease waste hauler/plumber agreement.

F. Signature of the grease waste hauler/plumber company's authorized representative and submittal to the County of the completed Anderson County Approved Grease Waste Hauler/Plumber Agreement form are required. "Approved Grease Waste Hauler/Plumber Agreement" form will include reporting requirements to the County and making records available to County personnel. A monthly GWH/Plumber summary report for all FSE or commercial Grease Trap/GGI waste shall be submitted to the County in accordance with this policy. Failure to meet any portion of the grease waste hauler agreement will result in removal of the grease waste hauler/plumber company from the "Anderson County Approved Grease Waste Haulers/Plumbers List" and/or enforcement action.

Sec 66-218. Existing Gravity Grease Interceptor Design/Installation and Requirements

Any existing FSE, upgrading of an existing FSE, change of ownership of existing FSE or FSE applying for a FSE Permit, having an existing gravity grease interceptor (GGI), will be required to have the interceptor completely pumped and inspected by the County's FOG Program personnel for suitability to perform its intended duties, for acceptable inlet and outlet plumbing components, for proper access openings over all chambers, and for acceptable baffle configuration/plumbing. The aforementioned pump out inspection will be waived if the existing GGI passed an inspection in compliance with Section 66-229 (A) within a previous 12 month time period. As part of the inspection, the County's FOG Program personnel may conduct a video inspection of the inside of the interceptor. Existing gravity grease interceptors installed prior to the adoption of this FOG Ordinance and not in compliance with Section 66-222 but able to meet the requirements of Section 66-218 A through F, at the discretion and approval of the County may be modified in accordance with Section 66-218, G. FSEs required by the County to have gravity grease interceptor FOG remediation, but having none or an interceptor deemed
insufficient by the County and not allowed to be rebuilt/modified in place, shall meet the requirements of Section 66-222. Under certain circumstances, the required interceptor size and location may necessitate special exceptions. Allowances for alternative GCD may be approved, provided prior approval of unit type, size, location, etc. is obtained from the County's FOG Program Coordinator. Any gravity grease interceptor(s) installed after the adoption of the FOG Ordinance shall comply with design and installation requirements of Section 66-222.

Criteria for consideration by the County as an acceptable gravity grease interceptor existing or installed prior to adoption of the FOG Ordinance and not meeting the requirements of Section 66-222 of the FOG Ordinance is as follows:

A. Capacity and Condition: Existing gravity grease interceptors installed prior to the adoption of this FOG Ordinance shall have a minimum of 1,000 gallons capacity and shall be found to be in proper working order as determined by the County’s FOG Program Coordinator or their designee. Any existing gravity grease interceptor in this category no meeting these conditions shall require the installation of a gravity grease interceptor meeting the requirements of Section 66-222.

B. Piping

1. The inlet piping shall enter the receiving chamber a minimum of 3 inches above the invert of the outlet piping.

2. On the inlet pipe inside the receiving chamber, a sanitary tee of the same size pipe in the vertical position with the top unplugged shall be provided as a turndown. A pipe (nipple) of the same size as the tee shall be installed in the top of the tee with the top of the nipple open. A pipe installed in the bottom of the tee shall extend to a point of 2/3 the depth of the water level. The inlet tee shall be made of Schedule 40 PVC or equivalent material.

3. The outlet piping shall be no smaller than the inlet piping, but in no case smaller than 4” diameter.

4. The outlet piping shall contain a tee installed vertically with a pipe (nipple) installed in the top of the tee, with the top of the nipple open. A pipe installed in the bottom of the tee shall be made of a non-collapsible material and extend to 12” above the tank floor. Minimum materials requirement for the outlet piping is Schedule 40 PVC.

C. Baffles

1. The interceptor shall have a non-flexing (i.e. concrete, steel, etc.) baffle extending from the floor to a level above the outlet piping. An existing gravity grease interceptor having no baffle(s) that are open or baffle(s) not attached at the bottom will not be acceptable.

2. If inverted 90 degree sweeps or tees are used to convey liquid from the inlet to outlet side of the interceptor, the baffle shall have an inverted 90
degree sweep(s), or schedule 40 PVC tee(s), fitting at least equal in diameter size to the inlet piping, but in no case less than 4 inches. The bottom of the sweep(s) or tee(s) shall be placed in the vertical position of the inlet compartment 12 inches above the floor. If a tee is used in lieu of a sweep, a pipe nipple of the same size as the tee shall be installed in the top of the tee and extended to the same height reached by the top nipple installed on the inlet and outlet tee. The nipple shall remain open. A pipe installed in the bottom of the tee shall extend to 12” above the tank floor.

3. In lieu of a sweep or tee through the baffle, slotted designs will be acceptable for existing gravity grease interceptors to convey liquid from the inlet to outlet side of the interceptor.

4. The inlet compartment shall be 2/3 of the total liquid capacity with the outlet compartment at 1/3 liquid capacity of the interceptor.

D. Access Openings (Manholes)

1. Access to gravity grease interceptors shall be provided by a minimum of one manhole per interceptor division (baffle chamber/compartment) and be of 24” minimum dimension terminating 1” above finished grade with cast iron frame and cover. One manhole shall be located above the inlet tee hatch and the other manhole shall be located above the outlet tee hatch. A minimum of 24” of clear opening above each manhole access shall be maintained to facilitate maintenance, cleaning pumping, and inspections.

2. Access openings shall be mechanically sealed and gas tight to contain odors and bacteria, exclude vermin and ground water, and in a manner that permits regular reuses.

3. The manholes shall be accessible for inspection by the County.

E. Location: Gravity grease interceptors shall be located so as to be readily accessible for cleaning, maintenance, and inspections. They should be located close to the fixture(s) discharging to the interceptor. Grease interceptor access manholes shall never be paved over, covered by landscaping, or have any other hindrances not allowing access.

F. Construction Material: Grease interceptors shall be constructed of sound durable materials, not subject to excessive corrosion/decay, and shall be water and gas tight.

G. Rebuilding/Modifying in Place

1. An existing gravity grease interceptor having a minimum of 1000 gallons capacity and found by the County's FOG Program personnel to be functional, but having unacceptable access openings, baffle configuration, or plumbing, may be modified in place to an acceptable configuration as outlined in Section 66-218, (B through E) by rebuilding/modifying it in-
place as set forth in Section 66-218 (G). The FOG Program Coordinator reserves the right to require additional gravity grease interceptor capacity and/or the installation of a gravity grease interceptor(s) meeting the requirements of Section 66-222.

2. If the gravity grease interceptor’s baffle is not acceptable (no baffle or hanging baffle), the baffle may be modified in-place to an acceptable configuration, generally as given in Section 66-218 (C) or an interceptor meeting the requirements of Section 66-222 shall be installed. The baffle shall extend above level of the outlet pipe.

3. If the interceptor does not have compliant access openings over each compartment, these shall be added in compliance with Section 66-218 (D).

H. All new FSEs in existing buildings applying for a FSE Permit and having an existing gravity grease interceptor shall meet the requirements of Section 66-218 or Section 66-222 as required by the County prior to securing the signature of the FOG Program Coordinator for issuance of a FSE Permit.

Sec 66-219. Existing Grease Trap (Hydro-Mechanical Grease Interceptor) Requirements

A. Any existing FSE, upgrading of an existing FSE, change of ownership of existing FSE, or FSE applying for a FSE permit, that is required by the County to have FOG remediation by grease traps, and having an existing grease trap, shall be required to have the grease trap completely cleaned followed by inspection from the County’s FOG Program personnel.

B. The inspection shall be a determination for proper size, for acceptable functional installation including a properly sized/installed flow control device, and for proper access to the grease trap. Existing grease traps installed prior to the adoption of this FOG Ordinance must meet the requirements of Section 66-224 or receive a variance from the County.

C. With the consent of the Manager, an FSE with an existing grease trap installed prior to the adoption of this Ordinance may receive a waiver from the design requirements in Section 66-224 only if the grease trap is approved as an alternative grease control device. The alternative grease control device must control FOG discharges from a FSE and be maintained as outlined in this FOG Ordinance. Any alternative grease control equipment must be approved by the County’s FOG Program.

D. If a required current grease trap is not adequate or approved, a grease trap meeting the requirements of Section 66-224 shall be installed. The County reserves the right to require FOG remediation or additional remediation of FOG laden fixtures or appliances in accordance with this FOG Ordinance.

E. All new FSEs in existing buildings required by the County to have FOG remediation by a grease trap and having an existing grease trap shall meet the
requirements of Section 66-119 as required by the County prior to securing the signature of the FOG Program Coordinator on a FSE Permit application.

Sec 66-220. Grease Control Device Requirements for any New FSE Construction

A. Any new FSE will be required to install and maintain a GCD approved by the County FSEs in this category must submit a FSE FOG Inquiry Form to the County for approval and this form will serve as the application for the General FOG Permit.

B. The County will review the FSE FOG Inquiry Form and approve or recommend changes as necessary. In addition, any new FSE shall obtain a sewer permit application and satisfy the requirements of this Ordinance prior to securing the signature of the FOG Program Coordinator on the sewer permit application.

C. Prior to installation of any required GCD, all proposed GCD shall meet the County FOG Program Coordinator’s or Building Official’s approval as stated in the FOG Ordinance. Only specifically FOG Program approved GCD and fixtures can be installed or connected to the grease waste line.

D. All of the FSEs internal plumbing shall be constructed to separate sanitary (restroom) flow from kitchen process flow. Sanitary flow and kitchen process discharges shall be approved separately by the county and shall discharge form 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, thanks 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 many 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 elicit materials from going into the sewer line. Remove free-floating FOG and food solids prior to draining the sink.

G. Have spill clean-up kits readily available. If an oil or grease spill occurs, clean up using "dry" oil absorbent material or use ice to make grease solidify. Scoop up material and dispose of it into a trash container. DO NOT wash oil or grease into drains.

H. Dispose of food items in the trash. Food waste grinder use is prohibited in wastewater discharging to hydro-mechanical grease interceptors (grease traps) due to buildup of solids in the GCD, stoppages, decreased efficiency, and the need to increase pumping frequency of the GCD. Food waste grinder use is discouraged in wastewater discharging to gravity grease interceptors.

I. Clean kitchen exhaust filters routinely.
J. Post "BMP signs" in the kitchen area, educate, and train all employees on grease control and preventing sewer pipe clogs and sewer overflows. These signs are available at the FOG Program office.

Sec 66-226  "Additives" Prohibitions for Use

A. Additives include but are not limited to products that contain solvents, emulsifiers, surfactants, caustics, acids, enzymes, chemicals, hot water and bacteria.

B. This FOG Ordinance prohibits the use of additives (including automatic drip or feed systems) to cause FOG to pass through the user's plumbing and reform in the County's wastewater collection and conveyance system. The use of additives in an FSE will not be a substitute for regular cleaning, or pumping of GCD as required in this FOG Ordinance.

Sec 66-227. Private Sewer Line Cleaning of FOG Requirement

Any grease waste hauler, plumber, or contractor that cleans FOG from a food service establishment's private sewer lines must insure that the FOG and other debris cleaned from the private sewer lines does not cause an obstruction or blockage in the County's WCTS. Therefore, the FOG or other debris cleaned from the private sewer line should be "vactored" or removed. The grease waste hauler, plumber, or contractor shall immediately contact the County if FOG is "pushed" or "jetted" into the County's WCTS to make the County aware of the FOG and debris at the specific location.

Sec 66-228. In Ground Grease Interceptor Abandonment

The property owner or authorized representative of a building utilizing an in ground gravity grease interceptor or hydro-mechanical grease interceptor (grease trap) shall notify the County's FOG Program within 30 days whenever a FSE meets the criteria for temporary or permanent abandonment of said interceptor as set forth in Section 66-228 (A or B).

A. Temporary Abandonment

1. An in ground grease interceptor is considered to be temporarily abandoned if a FSE temporarily closes for business and the property owner intends to utilize the interceptor for another FSE in the same location.

2. At the property owner's expense, the interceptor shall be completely pumped and the grease waste properly disposed of by a County certified grease waste hauler.

3. Once conditions of Section 66-228 (A) (1) and (2) have been met, the County's FOG Program personnel shall be contacted to complete a pumping inspection for the temporary abandonment of an in ground interceptor. The completed grease waste hauler's manifest shall be available onsite for verification during the pumping inspection.
4. Any noted noncompliant functional or plumbing components shall be repaired or replaced, followed by re-inspection from the County's FOG Program personnel.

5. Once the in ground grease interceptor has passed inspection, it shall be filled with water to prevent possible floatation.

B. Permanent Abandonment

1. An in ground grease interceptor is considered to be permanently abandoned when the building is remodeled such that the grease interceptor will not be used; or the building is replaced with a type of business that will not be required to utilize the grease interceptor; or when the property is condemned. An in ground grease interceptor considered to be permanently abandoned, shall be properly removed in accordance with Section 66-228 (2) and (3), or demolished in place in accordance with Section 66-228 (4)(b).

2. The in ground grease interceptor may be removed. Prior to removal, the interceptor shall be completely pumped and the waste properly disposed of by a County certified grease waste hauler. Once the interceptor has been completely pumped, the County's FOG Program personnel shall be contacted to complete an in ground grease interceptor pumping verification inspection. The grease waste hauler's manifest shall be available onsite for verification during the in ground interceptor pumping verification inspection. Service components remaining in place are not exempt from meeting the plumbing codes.

3. After the interceptor has passed the pumping verification inspection by the County's FOG Program personnel, if no replacement is intended, the interceptor may be removed and the hold left by the removal of the grease interceptor shall be back filled with suitable backfill material. Once back fill requirements have been met, the County's FOG Program personnel shall be contacted to complete an in ground grease interceptor abandonment final inspection.

4. Alternatively, in lieu of removal, the interceptor can be demolished in place. The interceptor shall be completely pumped and the waste properly disposed of by a County certified grease waste hauler. Once the interceptor has been completely pumped, the County's FOG Program personnel shall be contacted for an in ground grease interceptor pumping verification inspection. The grease waste hauler's manifest shall be make available onsite during the in ground grease interceptor pumping verification inspection. Demolition of the interceptor shall not commence until the interceptor has passed the pumping verification inspection. The top cover over the interceptor shall then be crushed into the empty tank or removed. The bottom of the tank shall be ruptured. The side of the interceptor shall then be crushed into the tank. The inlet and outlet plumbing shall be disconnected and the lines capped if not to be used.
(a) Upon completion of crushing the interceptor in place, the FOG Program shall be contacted for an in ground grease interceptor abandonment semi-final inspection.

(b) After passing the in ground grease interceptor abandonment semifinal inspection, the interceptor shall be back filled with suitable fill material.

(c) Once backfill requirements of Section 66-228 (4)(b) have been met, the FOG Program shall be contacted for an in ground grease interceptor abandonment final inspection.

Sec 66-229. Right of Entry, Inspection, and Monitoring

The County, or their authorized representative, shall have the right to enter the premises of FSEs to determine whether the FSE is complying with the requirements of this FOG Ordinance. FSEs shall allow County personnel, or their authorized representative, upon presentation of proper credentials, full access to all parts of the premises for the purpose of inspection, monitoring and/or records examination. Unreasonable delays in allowing County personnel access to the FSE premises shall be a violation of this FOG Ordinance.

A. All gravity grease interceptors and grease traps shall be subject to review, evaluation, and inspection by the County or their authorized representative. The County can require at the property owner's expense, a video inspection of the inside of any interceptor. Inspections will determine proper maintenance, changes in operation, proper records and files, ability of gravity grease interceptor or grease trap to prevent grease from entering the sewer system, and any other factors pertaining to the control of grease discharges to the County sewer system. The County can require notification to the FOG Program by phone 24 hours prior to any pumping, cleaning, maintenance, or certification of the GCD so the County can do a visual inspection of the total GCD. The County can require the FSE to schedule pumping of the interceptor (at the owner's expense) if the County determines that the interceptor may be defective or there is chronic FOG obstruction in the downstream sewer from the FSE. County personnel, or their authorized representative, reserve the right to make determinations of gravity grease interceptor or grease trap condition, and adequacy based on review of all information regarding the interceptor's or trap's performance and can require increased cleaning frequency, additional maintenance, modification or replacement of the GCD. All records will be available on site for review by County personnel, or their authorized representative, for a period of 36 months. Copies shall be provided upon request from the County.

B. The County may require that the FSE install monitoring or additional pretreatment equipment deemed necessary for compliance with this FOG Ordinance.

Sec 66-230. Violations and Enforcement Action

A. Enforcement action against the food service establishment may result from, but is not limited to, failure to clean or pump grease control device, failure to maintain grease control device including installation of a properly functioning
influent/effluent tees and baffle(s), failure to install grease control device, failure to control FOG discharge from the FSE, failure to certify the gravity grease interceptor or grease trap, FSE responsible for sewer line obstruction, FSE responsible for a sanitary sewer overflow, and FSE use of additives so that FOG is diluted and pushed downstream of the FSE.

B. Whenever County personnel, or their authorized representative, determine that a gravity grease interceptor or grease trap is in need of installation, pumping, repairs, maintenance, or replacement, a Noncompliance Notification (NCN) or a Notice of Violation (NOV) will be issued stating the nature of the violation(s) and timeframe for corrective measures.

C. If the FSE fails to initiate corrective action in response to a NCN or NOV, a second notice will be issued and additional fees assessed. Fees may include compliance inspection fees, costs associated with service calls for sewer line blockages, line leaning, camera trucks, line and pump repairs, including all labor, material and equipment. Further noncompliance will result in escalation in enforcement action provided in Article II Division 8 of Chapter 66.

D. Immediate discontinuance of County utility services may be issued if the facility presents an imminent endangerment to the health, welfare of person or to the environment, causes stoppages or excessive County maintenance of the sanitary sewer system, causes significant interference with the wastewater treatment plant to which it discharges, or causes any violation(s) of any condition of the receiving facility's NPDES Permit. Service shall be reinstated when such conditions have been eliminated and after payment of reconnection fees or other assessed fees.

E. In addition to any inspection or violations fees, any user who is found to have violated this FOG Ordinance shall be subject to the penalties and fines provided in Attachment A of Article II Divisions 8 of Chapter 66.

F. If inspections and field investigations determine that any fats, oils and grease interference or blockage in the WCTS (including the sewer system, a sewage pumping station, or the wastewater treatment plant) is caused by a particular user, or food service establishment, then that user, or FSE, may be required to reimburse the County for all labor, equipment, supplies and disposal costs incurred by the County to clean the interference or blockage. Failure to reimburse the County may result in termination of utility service.

G. For all other violations not specifically mentioned above, the County will use its FSE Enforcement Guide for enforcement action.

Sec 66-231. Variances to the FOG Program

A. If an existing food service establishment is housed in a structure that because of its architectural or historical restrictions the owner will suffer extreme economic hardship in order to upgrade the existing FOG interceptor, then the establishment
may keep the current FOG interceptor provided the FOG interceptor is at least fifteen (15) feet from the last fresh-air fixture. Additionally, the FOG interceptor must be cleaned every thirty (30) days by a County certified grease waste hauler. In the event that any remodeling of such a food service establishment is undertaken or if the food service establishment changes ownership, then a FOG interceptor that complies with all applicable requirements of this Ordinance shall be installed.

B. A variance to the design, maintenance, and/or sizing requirements contained herein may be requested when compliance creates an undue hardship or if a grease trap is sufficient. Hardships caused by space availability, minimal anticipated FOG production, cost, etc., may be grounds for a variance. The FSE must submit sufficient documentation, as required by the Manager, which explains the need to vary from design, maintenance and/or size requirements, along with an Application for Variance. A minimum of four months of data should be submitted for maintenance cleaning frequency modifications or similar request.

C. If a FSE has limited potential for FOG in the discharge, an establishment may request a variance for required equipment by submitting an Application for Variance on a form provided by the County. If the variance of equipment is approved, the FSE's owner shall pay a variance registration fee. The variance registration is valid for a period of three years. If there is a change of ownership then the establishment's new owner must submit a new Application for Variance and pay the associated fee.

D. After review of the documentation, the county will notify the FSE in writing of acceptance or denial of the variance request. The county may also request further study pursuant to or as a condition of the variance. Certain conditions may be imposed by the Manager for installations that have received a variance.

E. If a variance is granted and the FSE subsequently increases anticipated food service production or the County later determines that the discharge adversely impacts the sanitary sewer collection system or treatment works, the variance may be revoked.

F. A variance application fee (Attachment A) will be paid to the County upon submission of the variance request and prior to County review. Variance application fees may be waived at the discretion of the Manager for follow up modification of the same variant issue contained in the original application (for example, if a variance had been granted to all maintenance cleaning every two months and, subsequently it can be shown that a three-month maintenance frequency is acceptable, then the fee may be waived).

The County will waive variance application fees for existing facilities.
DIVISION 10 - SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

DIVISION 11 - CONFLICT

All ordinances and parts of ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

DIVISION 12 – EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after passage, approval and publication, as provided by law.
ORDINANCE NO. 2018-059

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V, PURCHASING, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA TO ADD SECTION 2-655 TITLED "PROJECT DELIVERY METHODS AUTHORIZED FOR INFRASTRUCTURE FACILITIES"; AND OTHER MATTERS RELATED THERETO.

WHEREAS, from time to time Anderson County finds it necessary to construct infrastructure facilities;

WHEREAS, the South Carolina (Consolidated Procurement Code, Chapter Title 11, Chapter 35 of the South Carolina Code of Laws, 1976, as amended, provides multiple project delivery methods for procurement related to infrastructure facilities;

WHEREAS, these project delivery methods may offer shorter time frames for project completion and the potential for cost savings over a strictly competitive bidding process; and

WHEREAS, the County Council desires to add flexibility of other project delivery methods for infrastructure facilities to the County Purchasing Code.

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

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding a section to be numbered 2-655, which section reads as follows:

   Sec. 2-655 Project Delivery Methods Authorized for Infrastructure Facilities.

   (a) The County Administrator shall have the discretion to use (i) design-bid-build, (ii) construction management at-risk, (iii) operations and maintenance, (iv) design-build, (v) design-build-operate-maintain and (vi) design-build-finance-operate-maintenance as alternatives for procurement relating to infrastructure facilities and these alternative project delivery methods shall have the definitions as provided in Section 11-35-2910 of the South Carolina Code of Laws, 1976, as amended. In exercising such discretion, the County Administrator shall consider the method which in the Administrator’s discretion is the most advantageous to the County and will result in the most timely, economical, and successful completion of the infrastructure project. The determination of the method of source selection utilized shall be stated in writing and included as part of the contract file. As a part of this determination, the County Administrator shall determine if the County should prepare a request for proposals for providing such alternative for procurement related to the infrastructure project or if the County should retain outside consulting services to prepare such request for proposals.
(b) If the County Administrator determines that the use of an alternative project delivery method identified hereon is the most advantageous means of securing the construction contracting administration, the selection of the method of construction contracting administration used by the County and set forth in §2-655(a) shall be submitted for review to the County Council. Within 15 days after notice of such review, an interested party shall submit to the County Council written comments which set forth the position of the party with respect to the decision as to which construction contracting method to use. At the next meeting of the Council, which is at least 15 days following notice of such review, those who submitted comments may address the Council. If County Council does not reject the selection of this method, the construction contracting administration shall be secured in the manner set forth in §2-655.

(c) If the method of construction contracting administration is determined under this Section, the Chairman of County Council shall select an independent monitor from an agency of County Government who does not report directly or indirectly to the County Administrator to observe the source selection process to determine if the process was fair, open and competitive at the time of source selection. The monitor shall give a written report to the Chairman which sets forth these findings.

(d) If the competitive sealed proposal method of construction contracting administration is determined to be the most advantageous to the County, the County shall use such method set forth in §2-636 for the proposes of procuring this project delivery method. The request for proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting duly assembled this _______ day of ________, 2018.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: November 20, 2018

2nd Reading: 

3rd Reading: 

Public Hearing: 

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council
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.

Ordinance 2018-060
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 stated maturities and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the Bonds herein, on and prior to the redemption date or dates of the Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or Government Obligations, the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the owners of Bonds the funds so held by the Escrow Agent as and when payment becomes due.
(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Escrow Agent in trust for the respective Holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Sections 8.01(a)(iii) or (iv) hereof is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the Registry Books that (i) the deposit required by subparagraphs (a)(iii) or (a)(iv) of this Section 8.01 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

[End of Article VIII]
ARTICLE IX
MISCELLANEOUS

Section 9.01  Tax Covenants

(a) Except with regard to Bonds designated as “Taxable Bonds,” if any, the County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038-G at the time and in the place required therefor under the Code.

(d) Prior to the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as taxable under the Code. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds.

Section 9.02  Securities Law Covenants

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of: (i) Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, and (ii) Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (1) a copy of its annual independent audit within 30 days of its receipt and acceptance and (2) event-specific information, within 30 days of an event adversely affecting more than 5% of its revenues or 5% of its tax base.

Section 9.03  Notice Pursuant to Section 11-27-40

In order that the County may proceed as expeditiously as possible to issue and deliver the Bonds authorized hereby, an Authorized Officer may determine that the County avail itself of the provisions of paragraph 8 of Section 11-27-40 of the South Carolina Code.
Section 9.04 Professional Services

The County Council hereby authorizes, approves or ratifies, as applicable, the engagement of First Tryon Advisors to act as financial advisor and Pope Flynn, LLC to act as Bond Counsel and Disclosure Counsel (if applicable) in connection with the issuance of the Bonds and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with legal and financial advisors, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 9.05 Authorization to Execute Documents

The County Council hereby authorizes any Authorized Officer, and all other appropriate officials of the County, to execute all such agreements, documents and instruments as may be necessary, required or appropriate to effect the issuance of the Bonds. The Clerk to County Council is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

Section 9.06 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Holders from time to time of the Bonds.

Section 9.07 General Repealer

All rules, regulations, resolutions and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[End of Article IX]
ENACTED AT ANDERSON, SOUTH CAROLINA, THIS ___ DAY OF ______, 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: November 20, 2018  
Second Reading: December 4, 2018  
Public Hearing: December 4, 2018  
Third Reading:

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman  
Anderson County Council
EXHIBIT A – FORM OF BOND

UNIVERSAL STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY
GENERAL OBLIGATION BONDS
SERIES 2019

No. R-___

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: $_______

KNOW ALL MEN BY THESE PRESENTS, that Anderson County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this Bond at the principal office of ________ (the “Registrar and Paying Agent”), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County’s obligation with respect to the payment of such principal sum shall be discharged.

This Bond bears interest from the ___ 1 or the ___ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is ___ 1 or the ___ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided, that if the authentication date hereof precedes ___ 1, 201_, or if the County shall fail to pay interest on ________ 1, 201_, then this Bond will bear interest from ________, 201_. Interest on this Bond is payable semiannually on ______ and ______ of each year commencing ______, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the Registry Books maintained by the Registrar and Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond is one of an issue of Bonds (the “Bonds”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of $_______, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 Code of Laws
EXHIBIT A – FORM OF BOND

of South Carolina, 1976, as amended, Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Anderson County, on , 2018 (the “Ordinance”).

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on this Bond as it respectively matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s Participants, beneficial ownership of the Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County, and the Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this Bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Ordinance and the Securities Depository.]

[INSERT REDEMPTION PROVISIONS, IF ANY]

This Bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar and Paying Agent by the registered owner hereof in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney.
EXHIBIT A – FORM OF BOND

Thereupon a new fully registered Bond or Bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, attested by the manual signature of the Clerk to County Council and the seal of the County impressed hereon.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Anderson County Council

Attest:

Clerk to County Council

Ordinance 2018-060

A-3
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 -

__________________________
(Cust) (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.
Applicant: John M. Peterson
Current Owner: John M. Peterson
Property Address: 2503 Midway Road
Precinct: Hammond School
Council District: 1
TMS #(s): 147-00-08-009
Acreage: +/- 2.00
Current Zoning: R-20 (Single-Family Residential, 20,000 Square Foot Minimum Lots)
Requested Zoning: R-M1 (Mixed Residential District)
Surrounding Zoning: North: R-20 and City of Anderson
South: R-20
East: R-12
West: R-20

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-M1 (Mixed Residential). The applicant would like to turn their home into a Residential Assisted Living facility to provide daily living assistance for 10 to 16 seniors in a comfortable assisted living situation. Under Chapter 70 Article 4 of the Anderson County Code of Ordinances, such use is considered a group care home.

Pending rezoning, the applicant will be required to obtain a special exception through the Board of Zoning Appeals in order to operate the property as a group care home.

The R-M1 district is established to provide for medium population density. The principal use of land is for one-family and two-family dwellings, and the recreational, religious, and educational facilities normally associated with residential development. Multiple-family dwellings shall not be permitted.
The property is located at the corner of Midway Rd (State-minor arterial) and Harriett Cir (County - minor urban collector). This site is serviced by the County Sheriff’s office, EMS Zone 9 and Broadway Fire Station 8 for emergency services.

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:

- October 25: Rezoning notification signs posted on subject property;
- October 26: Rezoning notification postcards sent to 343 property owners within 2,000' of the subject property;

Public Feedback: To date, staff has received four 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 1 Zoning Advisory Group attempted to meet on November 7, 2018, but was unable to obtain a quorum. Pursuant to Chapter 70, Section 10.2 of the Anderson County Code of Ordinances, if the Zoning Advisory Groups fail 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 November 13, 2018 and after a duly noted public hearing recommended DENIAL of a request to rezone from R-20 to R-M1. The vote was 6 in favor, 0 opposed and 1 absent.
Rezoning Request Recommendation

November 13, 2018

Date of Planning Commission Meeting

Denial

Recommendation (Approval or Denial)

Project Information

Name of Applicant: John M. Peterson

Property Location: 2503 Midway Road

County Council District: One School District: Five

Total Acreage: +/-2.0 Current Land Use: Residential


Purpose of Rezoning: To provide Residential Assisted Living to 10 to 16 seniors.

Recommendation

Recommendation Rendered: Denial

Reason(s) for Denial, if applicable:

☐ Compatibility with Future Land Use Map
☐ Availability of Infrastructure Support
☐ Compatibility with Traffic Levels
☐ Compatibility with Surrounding Properties
☐ Compatibility with Density Levels
☐ Use and Value of Surrounding Properties

Other (please elaborate): Explanation of Reasons:


Planning Commission Presiding Chairman: David Cottrall, District #5

Signature: Date: 11/13/18

Page 1 of 1

For Office Use Only:

Scheduled Advisory Public Session Date: 11-7-18 Citizens' Advisory Recommendation: Approval

Scheduled Commission Public Hearing Date: 11-13-18 Planning Commission Recommendation: Denial

Scheduled Council Public Hearing Date: 12-4-18 County Council Decision: __________________________

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

Revision Anderson, South Carolina 29622 • Phone: (864) 260-4720 • Fax: (864) 260-4795

March 2018
Rezoning Application

Date of Application Completion
[Signature]

Application Status (Approved or Denied)

Applicant’s Information

Name: John & Cynthia Peterson
Mailing Address: 2503 Midway Rd, Anderson SC 29621
Telephone and Fax: 864 844 1011 E-Mail: CYNTHIA@wastecommercialgroup.com

Owner’s Information
(If Different from Applicant)

Name:
Mailing Address:
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.

[Signature] Owners Signature

Project Information

Property Location: 2503 Midway Rd, Anderson, SC 29621
Parcel Number(s)/TMS: 147 00 08 009
County Council District: 1 School District: 5
Total Acreage: 2.0 Current Land Use: Residential
Current Zoning: R-20 Requested Zoning: R-M1
Purpose of Rezoning: To provide 10-12 seniors w/ a comfortable living situation, assisted and close to family

Page 1 of 2

Anderson County Planning and Community Development • 401 East River Street / Post Office Box 8002
Anderso, South Carolina 29622 • Phone: (864) 260-4720 • Fax: (864) 260-4785

July 2018
Private Covenants or Deed Restrictions on the Property: Yes ________ No ________
If you indicated no, your signature is required.

Applicant’s Signature

10/11/18

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: It is our goal to provide a service to the local families as needed.

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.

Applicant’s Signature

10/11/18

Date
Rezoning Request
2503 Midway Road
R-20 to R-M1
Rezoning Request
2503 Midway Road
R-20 to R-M1
Applicant: Honea Path Storage LLC
Current Owner: Honea Path Storage LLC
Property Address: 83 Princeton Highway
Precinct: Friendship
Council District: 7
TMS #(s): 275-14-02-001
Acreage: +/- 8.75
Current Zoning: C-1N (Neighborhood Commercial District)
Requested Zoning: C-2 (Highway Commercial)
Surrounding Zoning: North: R-A
South: R-A
East: C-1N and R-A
West: R-A and Town of Honea Path

Evaluation:
This request is to rezone the parcel of property described above from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial). The applicant’s stated purpose for the rezoning is to build a new storage building in addition to two existing storage buildings.

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 agricultural.

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

- October 25: Rezoning notification signs posted on subject property;
- October 26: Rezoning notification postcards sent to 94 property owners within 2,000’ of the subject property;

Public Feedback: To date, staff has received one phone call 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 met on November 7, 2018 and recommended Approval of a request to rezone from C-1N to C-2. The vote was 5 in favor, 0 opposed, 1 abstention and 1 absent.

Planning Commission Recommendation: The Anderson County Planning Commission met on November 13, 2018 and after a duly noted public hearing recommended A AL of a request to rezone from C-1N to C-2. The vote was 6 in favor, 0 opposed, 1 absent.
Rezoning Request Recommendation

November 13, 2018
Date of Planning Commission Meeting

Approval
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Honea Path Storage, LLC

Property Location: 83 Princeton Highway

County Council District: Seven

School District: Two

Total Acreage: +/-8.75

Current Land Use: Comm/Residential

Current Zoning: C-1N (Neighborhood Commercial)

Requested Zoning: C-2 (Highway Comm.)

Purpose of Rezoning: To build a new storage building in addition to two existing buildings.

Recommendation

Recommendation Rendered: Approval

Reason(s) for Denial, if applicable:

☐ Compatibility with Future Land Use Map
☐ Compatibility with Traffic Levels
☐ Compatibility with Density Levels
☐ Availability of Infrastructure Support
☐ Compatibility with Surrounding Properties
☐ Use and Value of Surrounding Properties

Other (please elaborate): Explanation of Reasons:

Planning Commission Presiding Chairman: David Cothran, District #5

Signature: Date: 11/13/18

Page 1 of 1

For Office Use Only:

Scheduled Advisory Public Session Date: 11-7-18
Citizens' Advisory Recommendation: Approval

Scheduled Commission Public Hearing Date: 11-13-18
Planning Commission Recommendation: Approval

Scheduled Council Public Hearing Date: 12-4-18
County Council Decision: ____________

Anderson County Planning Development • 401 East River Street • Post Office Box 8002
Anderson, South Carolina 29622 • Phone: (864) 260-4720 • Fax: (864) 260-4795

Revision
March 2018
# Rezoning Application

## Applicant's Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Honea Path Storage LLC / Jerry Parker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>P.O. Box 424</td>
</tr>
<tr>
<td>Telephone and Fax:</td>
<td>864-934-6251</td>
</tr>
</tbody>
</table>

## Owner's Information

(if different from applicant)

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone and Fax:</td>
<td></td>
</tr>
<tr>
<td>E-Mail:</td>
<td></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.

<table>
<thead>
<tr>
<th>Owner's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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## Project Information

<table>
<thead>
<tr>
<th>Property Location:</th>
<th>83 Princeton Hwy Honea Path, SC</th>
</tr>
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<tbody>
<tr>
<td>Parcel Number(s)/TMS:</td>
<td>2751402001</td>
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<tr>
<td>County Council District:</td>
<td>7</td>
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<tr>
<td>School District:</td>
<td>2</td>
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<tr>
<td>Total Acreage:</td>
<td>4.875</td>
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<tr>
<td>Current Land Use:</td>
<td></td>
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<tr>
<td>Requested Zoning:</td>
<td>C-2</td>
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<tr>
<td>Purpose of Rezoning:</td>
<td>Build new storage building in addition to the two existing building already on property</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.

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.

Date  ________________

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: __________________
Rezoning Request
83 Princeton Highway
C-1N to C-2
Rezoning Request
83 Princeton Highway
C-1N to C-2

Zoning
- R-A
- C-1N

TMS #275-14-02-001
Rezoning Request
83 Princeton Highway
C-1N to C-2
To: Mr. Rusty Burns, County Administrator
From: Robert E. Carroll
Date: 11/29/18
Subject: RFQ #19-025 KidVenture 2.0 Professional Services

The Purchasing Department sent out Request for Qualifications to fourteen Architect and Engineering Firms. We received one response. Staff has reviewed the response from ADC Engineering in Greenville, S.C. and recommends that the County begin negotiations with this firm for landscape architect and engineering services for KidVenture 2.0.
SECTION II:

PURPOSE:

Anderson County is soliciting interest & credentials from professional firms licensed in S.C. to provide professional services and project management related to the development of an inclusive playground. All candidates are required to designate a project lead person who is a registered Landscape Architect employed by the submitting firm and shall remain the point of contact throughout the duration of the project.

The County is seeking a candidate or team with demonstrated experience in landscape architecture and engineering that meets the requirements of this RFQ. The County intends to contract with a successful candidate that:

1. Has a proven track record of developing and designing inclusive playgrounds and related parking facilities.
2. Fully understands the Americans with Disabilities Act, 2010 ADA Standards for Accessible Design in relationship to playgrounds.
3. Has experience in construction management.
4. Can develop a phased timeline for building the project.
5. Can develop a cost estimate for each phase of the project.
6. Can provide recommendations on product/equipment selection.

Scope of Services:

Anderson County believes play is an essential part of every child’s healthy growth and development. KidVenture is a 1 acre community playground, designed by and built for the children of Anderson County at the Anderson Sports & Entertainment Center. The new design will increase its size to 1 ½ acres and features a six petal flower with ten separate use zones celebrating the wonder of childhood. The updated and enlarged KidVenture playground will be an inclusive playground, surpassing the 2010 ADA Standards for Accessible Design, allowing all children and their families the opportunity to play, while encouraging positive social, emotional, physical and cognitive development.

The new layout allows for entry orientation, wayfinding, perimeter containment, orientation paths, separate use zones and a gathering spot, maximizing line of sight. Surfacing will be a combination of concrete, pour in place rubber and artificial turf that meet or exceed 2010 ADA Standards for Accessible Design, ASTM F-1051-99, ASTM F1292 and HIC ratings.

Play rich equipment will be nature themed, offering multi-level challenges in regards to physical, sensory and social play that meet or exceed ASTM F1487-01 and ASTM F2373. Support features that will be present include, but are not limited to: seating, restrooms, picnic tables, trash receptacles, shade, bench swings, signage, bike racks and game tables.

Additional aspects of the playground will include a commemorative wall of the original KidVenture playground, custom sensory wall and sensory garden. The KidVenture conceptual plan with preliminary equipment and support features is included in this RFQ. The KidVenture playground will become a regional playground destination for families to enjoy play regardless of an individual’s level of capabilities.
BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written
confirmation of Council's decision.

Name: Tygl, Gregory E.
Last, First, Middle Initial
Board(s) and/or committee(s) in which you are interested:
1. Economic Development Board
2. 
3. 

Physical Address and Mailing Address, if different:
_________________________ Physical
_________________________ Mailing

Home Phone: _______ _______ Cell Phone: _______ _______

Email: ____________________________________________ Preferred method of contact: _______

County Council District: 3 GED Equivalent: Yes or No

Highest Level of Education: BS degree High School Grad: Yes or No

College Attended: Clemson University Degree: B.S. Accounting (1983)

Address of College: 101 Calhoun Drive Charleston, SC 29414

Employment History:
COMPANY: MEDLINE Industries
POSITION: VP MKT
EMPLOYMENT DATES: July 2003 - Present

COMPANY: Maxum Medical
POSITION: Plant Manager
EMPLOYMENT DATES: June 1995 - July 2003

COMPANY: Baxter-Dehkizew
POSITION: Controller
EMPLOYMENT DATES: April 1985 - June 1995

Signature of Applicant: ___________________________ Date: Nov 21, 2018

Recommendation of Council: ___________________________
SPECIAL PROJECT FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1-7

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: Outdoor Dream Foundation

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Each district: $2500 each

3. The purpose for which the funds are being requested: PLEASE SEE ATTACHED

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.

5. Contact Person: Clifford Bowman or Brad Jones
Mailing Address: 5367 Highway 24, Anderson, SC 29625
Phone Number: 864-617-1185
Email: cliffbcpa@live.com

6. Statement as to whether the entity will be providing matching funds: The organization will provide 100% matching funds.

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: Clifford Bowman
Print Name: Clifford Bowman
Date: 11/26/18
Attachment

Anderson County Special Project Fund Application

3. The purpose for which the funds are being requested:

The Outdoor Dream Foundation is a 501(c)(3) charity that focuses on the children with a life-threatening illness. This organization provides fishing and hunting trips for these children and their family to give them a day to forget the doctors and the chemotherapy. We have several trips each year and most boats that our volunteers use are center console boats that have no way to secure the wheelchairs or keep them out of the weather. It requires at least four people to load the wheelchair on/off the boat. There have been times that a child has made a three hour trip to get here and be afraid of the water and not go on the trip. The boat we are trying to buy will be a tri-toon boat with a full cover and enclosure with rest room facilities fully equipped with the necessary fishing equipment and a fishing station on each corner which will secure the wheelchair. Also, loading the wheelchair on the boat will be much easier and safer.
Business Name Search

To Search
Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business
Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begins With ▶ Outdoor Dream Foundation

See results below

Search Results

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Date of Incorporation</th>
<th>Entity Type</th>
<th>Entity Status</th>
<th>Incorporated State</th>
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<td>03/24/2004</td>
<td>Nonprofit</td>
<td>Good Standing</td>
<td>South Carolina</td>
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</table>

For filing questions please contact us at 803-734-2158

Copyright © 2018 State of South Carolina
OUTDOOR DREAM FOUNDATION THE

Corporate Information

Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina

Important Dates

Effective Date: 03/24/2004
Expiration Date: N/A
Term End Date: N/A
Dissolved Date: N/A

Registered Agent

Agent: JAMES B JONES
Address: 220 ARNOLD DR
ANDERSON, South Carolina 29621

Official Documents On File

<table>
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<tr>
<th>Filing Type</th>
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</table>

For filing questions please contact us at 803-734-2158
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OUTDOOR DREAM FOUNDATION

Public Id: P11701

James B Jones, CEO
3304 Abbeville Hwy
ANDERSON, SC 29624

Status: Registered: Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year 1/1/2017 - 12/31/2017.

<table>
<thead>
<tr>
<th>Financial Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL REVENUE:</td>
<td>$425,522.00</td>
</tr>
<tr>
<td>PROGRAM EXPENSES:</td>
<td>$419,649.00</td>
</tr>
<tr>
<td>TOTAL EXPENSES:</td>
<td>$432,860.00</td>
</tr>
<tr>
<td>NET ASSETS:</td>
<td>$187,937.00</td>
</tr>
<tr>
<td>FUNDRAISER COSTS:</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

According to the financial information filed with this office, this organization devoted 96.9% of its total expenses to program services during the year reported.

Disclaimer: The Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the charity to inform the Secretary of State of any updated information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the Charity Database does so at his or her own risk.

All financial information is based on the organization's IRS Form 990 or the Secretary of State's Annual Financial Report as filed with the Secretary of State's Office. The Secretary of State's Office has not independently verified this financial information. Financial reports, registration statements and exemption applications are maintained by the Secretary of State's Office for three years and are deemed public records. Copies are available to the public for a copy fee.