



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

December 3, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- November 19, 2019 Special Meeting Minutes
- November 19, 2019 Regular Minutes

Administrator Comments

Proclamation 2019-14

A PROCLAMATION HONORING THE SENECA HIGH SCHOOL GIRL'S CROSS-COUNTRY TEAM FOR WINNING THE 2019 SOUTH CAROLINA STATE 3A TITLE.

Public Hearings for the Following Ordinances

[None scheduled.]

Third Reading of the Following Ordinances

[None scheduled.]

Second Reading of the Following Ordinances

Ordinance 2019-23 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO."

Ordinance 2019-24 "AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

[None scheduled.]

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

First & Final Reading for the Following Resolutions

RESOLUTION 2019-21 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE JOINT REGIONAL SEWER AUTHORITY (“OJRSA”) AND OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), WHEREBY COUNTY ADOPTS OJRSA’S SEWER USE REGULATION AND CONFIRMS COUNTY’S DUTY TO MONITOR AND ENFORCE THE SAME WITHIN COUNTY’S SEWER COLLECTION SYSTEMS; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

Council approval to allocate matching funding not to exceed \$300,000 to the City of Seneca / Oconee County Electric Bus Expansion Project Grant No. SC-2018-018-00

In 2016, the City of Seneca applied for a Low or No Emission Program with the DOT/Federal Transit Administration. They received \$1,450,000 Federal Funds and the local match of \$500,000 for a total project cost of \$1,950,000. Oconee County provided a commitment letter of \$300,000 towards the matching dollars in April 2016. Due to delays in production, the requirement for allocating funding was not necessary at the time of approval. The matching funding has been included in, and approved in the Oconee County FY2019-2020 budget. This match is for the purchase of two 35-foot Proterra Catalyst Buses.

It is staff’s recommendation to approve the allocation of matching funds in an amount not to exceed \$300,000.

Local ATAX / Oconee County PRT / \$47,000

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

It is staff’s recommendation of Council approval of the local ATAX recommendation per the attached spreadsheet.

Discuss corridor planning options and instruct County Administrator, with the assistance of Planning Department staff, to refine such options and deliver the same to the Planning Commission for deliberation and action

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[11/19/2019]

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

***Building Codes Appeal Board.....1 At Large Seat**

***Arts & Historical Commission.....District III**

***No questionnaires on file for the seats listed above**

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Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

~~— Discussion regarding personnel matters related to the Oconee County Council.~~

~~— Discussion regarding an Economic Development matter, Project Trout.~~

[1] Discussion regarding an Economic Development matter, Project Bolt.

Discussion Regarding Action Items

~~Discuss and authorize County Council Chairman or County Administrator to issue a letter, on behalf of the Oconee County Council, in support of Project Trout.~~

~~Authorize County Administrator to execute letter or other memorialization of County's commitment to Project Bolt and matters related thereto.~~

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2019-14**

**A PROCLAMATION HONORING THE SENECA HIGH
SCHOOL GIRLS' CROSS-COUNTRY TEAM FOR WINNING
THE 2019 SOUTH CAROLINA STATE 3A TITLE.**

WHEREAS, the Oconee County Council (the "Council") acknowledges that sports and other recreational activities are beneficial for the health, general welfare, and overall sense of community of Oconee County citizens; and

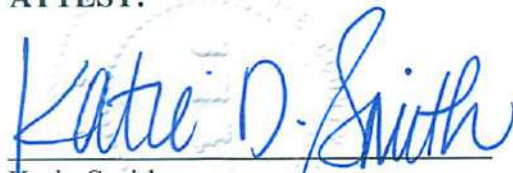
WHEREAS, the Seneca High School Girls' Cross-Country team has realized an exceptional accomplishment in winning the 2019 South Carolina State 3A Title; and

WHEREAS, Council wishes to recognize the hard work and dedication displayed by the Seneca High School Girls' Cross-Country team for their athletic achievement.

NOW, THEREFORE, we, the Oconee County Council, extend our congratulations to the athletes and coaches of the Seneca High School Girls' Cross-Country team for their outstanding performance in the 2019 South Carolina State 3A Championship meet.

APPROVED AND PROCLAIMED in meeting, duly assembled, this 3rd day of December, 2019.

ATTEST:


Katie Smith
Clerk to Oconee County Council


Julian Davis
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee 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 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of 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; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and 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 benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Technology Solutions of SC Inc., a company duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Infrastructure Tax Credit Agreement (the "ITC Agreement") for the purpose of assisting the Company in acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of providing information technology services for which the minimum level of new taxable investment will be not less than Five Hundred Thousand Dollars (\$500,000) in new qualifying taxable investment in the County, beginning with investments made on and after January 1, 2019; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing 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 and of infrastructure 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 County Council has determined to enter into and execute the ITC Agreement and to that end and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax for the Project in the Park (defined herein); and

WHEREAS, it appears that the instrument above referred to, 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; and

WHEREAS, the site at which the Project is to be constructed or equipped, is located in a multi-county industrial/business park established November 18, 2013 between the County and Pickens County and previously consented to by the City of Seneca (the "MCIP" or the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County does hereby agree, to provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments for the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty) on or before January 15, 2020 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

WHEREAS, the County desires to assure that the Infrastructure Credit is repaid to the County should the Company fail to timely make the investment required herein.

NOW, THEREFORE, BE IT ORDAINED by Oconee 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 develop a facility and infrastructure in the State, and acquire by acquisition or construction and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of the development or expansion of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

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

(b) 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;

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

(d) The inducement of the location and continued expansion of the Company within the County and State is of paramount importance; and,

(e) The benefits of the Project will be greater than the costs.

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2020.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the ITC Agreement presented to this meeting and filed with the Clerk of 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

ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. 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 17th day of December 2019

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading:	November 19, 2019
Second Reading:	December 3, 2019
Public Hearing:	December 17, 2019
Third Reading:	December 17, 2019

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

TECHNOLOGY SOLUTIONS OF SC INC.
a South Carolina corporation

Dated as of December 1, 2019

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SIGNATURES AND SEALS

EXHIBITS A & B

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of December 1, 2019 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and TECHNOLOGY SOLUTIONS OF SC INC., a company incorporated and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the purpose of the providing information technology services in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of an Ordinance dated December 17, 2019, between the Company and the County, the Company has determined that it intends to expand its manufacturing and/or office buildings, including machinery and equipment, on the tract of land (the "Land") described on the attached Exhibit A (those improvements to the Land, including such personal property as may be located thereon, which are made subsequent to January 1, 2019 are hereinafter collectively referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$500,000 in new (investments made on or after January 1, 2019) qualifying taxable investment in the County, all by not later than December 31, 2023. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new (on or after January 1, 2019) qualifying taxable investment in the County on or before December 31, 2023, the Infrastructure Credit provided shall be terminated and any amounts already received by the Company shall repaid to the County by the Company on or before March 31, 2024; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County has (i) included the Project site in the Park with Pickens County, and is providing herein an infrastructure credit against payments in lieu of taxes attributable to the Project in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for five (5) consecutive years of fee in lieu of tax payments attributable to the Project pursuant to the Park Agreement. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments attributable to property in the Park due on or before January 15, 2019.

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on December 17, 2019, following a public hearing held on December 17, 2019, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean Technology Solutions of SC Inc., its successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement, but on or after January 1, 2019, in any event: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds

and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Infrastructure Credit" shall mean the credit against the Company's fee in lieu of tax payments attributable to the Project, to reimburse the Company for some of the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on December 17, 2019 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated November 18, 2013 and as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions

contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company collectively invested in excess of \$1,000,000 in new taxable investment in property within the Park prior to December 31, 2018, and will invest an additional Five Hundred Thousand Dollars in new investment in the "Project" (as defined above), commencing on or after January 1, 2019 (\$500,000), all prior to December 31, 2023, or will lose the benefits of this Agreement. Should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023, the Infrastructure Credit provided shall terminate and any credits already taken by the Company hereunder shall be repaid to the County by the Company on or before March 31, 2024. In order to verify the date(s) of new investment made in the Project, in order to qualify hereunder, the Company shall make available to qualified County personnel such books and records of the Company, including, without limitation, pertinent property tax returns of the Company, as are necessary and appropriate to identify that such new investment(s) have been made at appropriate times to qualify for the credits hereunder, including, without limitation, to prove that the Infrastructure Credits hereunder never exceed, at any point in time, Company expenditures of new, qualifying investment, on infrastructure for the Project.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) 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 power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$500,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits.

(a) Commencing with the payment of the fee in lieu of tax payments attributable to the Project finally due from the Company to Oconee County on January 15, ~~2020~~, 2021 and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments attributable to the Project. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five) 5 years, equal to 70% of the Oconee Fee Payment attributable to the Project, which would be due in the absence of this Agreement.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken, all as substantiated by the Company records noted in Section 2.02(e), hereof.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Oconee Fee Payments attributable to the Project. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of such Oconee Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments attributable to the Project, for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement or should the Company fail to invest the Five Hundred Thousand Dollars (\$500,000) in new investment, commencing on or after January 1, 2019 and being completed on or before December 31, 2023 or comply with applicable law, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein,

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to seek repayment of credits already taken by the Company and take such other action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII
MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person 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 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

(b) if to the Company: Technology Solutions of SC Inc.
P.O. Box 128
Seneca, SC 29679

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Technology Solutions of SC Inc. has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

TECHNOLOGY SOLUTIONS OF SC INC.

By: _____
Richard K. Ellison
Its: President

EXHIBIT A
LAND DESCRIPTION

Technology Solutions of SC Inc.
301 US Bypass 123
Seneca, SC 29678
Town of Seneca, Oconee County South Carolina

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Seneca Township, containing 1.10 acres, more or less as shown and more fully described on a plat thereof prepared by Michael L. Henderson PS #6946 of Cornerstone of Seneca, Inc. dated September 3, 2001 and recorded September 10, 2001 in Plat Book A836 at page 9, records of Oconee County, South Carolina.

TMS No. 520-13-02-003

This property was conveyed to RDSC, LLC by Falcon 2003-1 Seneca 818020 LLC by deed dated May 15, 2012 and recorded in Deed Book 1898 at page 204 on May 18, 2012 in the Register of Deeds Office Oconee County, SC.

See new plat prepared by Gregory Blake Sosebee, dated April 10, 2012 and recorded in Plat Book B405, page 6.

**EXHIBIT B
INFRASTRUCTURE**

Such real estate (as described in Exhibit A, hereto), buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-24**

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO ADDENDA FOR LEASE AGREEMENTS TO WHICH THE COUNTY IS A PARTY, PROVIDING FOR ALTERNATE COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County is the owner of numerous parcels of real property, both improved and unimproved, that it leases to other parties pursuant to certain lease agreements (the “Leases”); and

WHEREAS, the Leases span various periods of time and impose varied insurance requirements on lessees, particularly as to comprehensive general liability policy requirements; and

WHEREAS, in order harmonize comprehensive general liability insurance requirements contained within the Leases and to account for changes in the insurance market (including the availability of policies, policy premiums, and definitions of covered occurrences or events), Council desires to grant the County Administrator the authority to execute and deliver addenda to the Leases, when appropriate in the Administrator’s discretion and on advice of the County Attorney, which will allow for modified comprehensive general liability insurance policy requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

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

Section 1. Authority Granted. The County Administrator is hereby authorized to execute and deliver addenda to the Leases providing for modified comprehensive general liability insurance requirements, including minimum coverage amounts, provided such coverage amounts are not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments on behalf of the County as may be necessary to give effect to the authority granted in Section 1, above.

Section 3. Severability. 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.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Julian Davis, III
Chair, Oconee County Council

First Reading: November 19, 2019
Second Reading: December 3, 2019
Third Reading: December 17, 2019
Public Hearing: December 17, 2019

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2019-21

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE JOINT REGIONAL SEWER AUTHORITY (“OJRSA”) AND OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), WHEREBY COUNTY ADOPTS OJRSA’S SEWER USE REGULATION AND CONFIRMS COUNTY’S DUTY TO MONITOR AND ENFORCE THE SAME WITHIN COUNTY’S SEWER COLLECTION SYSTEMS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to make and execute contracts; and

WHEREAS, County entered into an Intergovernmental Operation Agreement, dated April 15, 2019, as supplemented by an addendum dated May 30, 2019, with the Oconee Joint Regional Sewer Authority (“OJRSA”) which governs the future operation and maintenance of a certain sewer system (the “Sewer South System-Phase I”) beginning at and including a pump station and associated sewer transmission lines, structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances located within the Golden Corner Commerce Park (the “Park”) and also including the entire dual sewer transmission trunk lines running from the Park along South Carolina State Highway 59, including structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances, to the point of termination at the headworks of the Coneross Creek Sewer Treatment Plant; and

WHEREAS, the OJRSA Board of Commissioners approved and adopted the SEWER USE REGULATION, as required by South Carolina law, dated March 1, 2019 and revised August 23, 2019; and

WHEREAS, County desires to adopt OJRSA’S SEWER USE REGULATION, as required by the South Carolina Department of Health and Environmental Control, pursuant to Regulation 61-9, Section 403, et al., subject to the covenants, terms, and conditions set forth in the Intergovernmental Agreement (the “Agreement”) attached hereto as Exhibit “A.”

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Agreement Approved. Council approves the Agreement, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit “A,” attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which

may be necessary or incidental to the Agreement, excluding such documents which must be authorized by ordinance, and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2019, in meeting duly assembled.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

EXHIBIT A

See Attached

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

INTERGOVERNMENTAL AGREEMENT BETWEEN
OCONEE JOINT REGIONAL SEWER AUTHORITY (“OJRSA”) AND
OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”),
ADOPTING OCONEE JOINT REGIONAL SEWER AUTHORITY’S
SEWER USE REGULATION AND ACKNOWLEDGING COUNTY’S
DUTY TO MONITOR AND ENFORCE SAME WITHIN COUNTY’S
SEWER COLLECTION SYSTEMS

PREAMBLE

Whereas, by an Agreement dated April 15, 2019, as supplemented by an addendum dated May 30, 2019, an Intergovernmental Operation Agreement (collectively the “Agreement”) was entered into by and between the parties whereby Oconee County (“County”) contracted with Oconee Joint Regional Sewer Authority (“OJRSA”) for the future operation and maintenance of a certain sewer system, collectively referred to as “**The Sewer South System-Phase I,**” consisting solely of the pump station and associated sewer transmission lines, structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances and any other appurtenances located within the Golden Corner Commerce Park (the “Park”) and also the entire dual sewer transmission trunk lines extending from the Park along South Carolina State Highway 59, including structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances and any other appurtenances to a point of termination at the head works of the Coneross Creek Sewer Treatment Plant; and

Whereas, OJRSA has agreed to accept effluent from The Sewer South System-Phase I and treat the same; and

Whereas, OJRSA has subsequently adopted a SEWER USE REGULATION as required by South Carolina Law and Regulations for industrial pretreatment and the enforcement thereof, dated March 1, 2019 and revised August 23, 2019; and

Whereas, adoption of OJRSA'S SEWER USE REGULATION by County and other parties discharging effluent into OJRSA'S system is required by South Carolina Department of Health and Environmental Control ("SCDHEC") Regulation 61-9, Section 403, et al.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

IT IS HEREBY AGREED that Oconee County, South Carolina, hereby ratifies OJRSA'S SEWER USE REGULATION, including regulations for enforcement action and industrial pretreatment, dated March 1, 2019 and revised August 23, 2019, and adopts as its own regulation the SEWER USE REGULATION of the OJRSA, to the extent the provisions contained therein are consistent with state and federal law and are germane to the ownership of Sewer South System-Phase 1, and County agrees to enforce and/or permit OJRSA to enforce those standards as if they were independently adopted by the County.

IT IS FURTHER UNDERSTOOD AND AGREED by Oconee County, South Carolina, that the primary responsibility for enforcement of said sewer use regulations within its collection system, to-wit: "**The Sewer South System-Phase I,**" belongs to Oconee County, South Carolina, but County hereby expressly authorizes and grants to OJRSA permission and jurisdiction to take direct enforcement action against any customer or individual user discharging waste water within its systems to assure compliance with the Sewer Use Regulation of OJRSA.¹

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2019.

[signatures on next page]

¹ Reference is also craved to the Agreement, the terms of which delineate the respective responsibilities of OJRSA and County in relation to the Sewer South System-Phase 1.

WITNESSES:

Oconee Joint Regional Sewer Authority

By: _____

Christopher R. Eleazer, Executive

Director

Oconee County, South Carolina

By: _____

Amanda F. Brock, County Administrator

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of S.C., do hereby certify that Christopher R. Eleazer as Executive Director of OCONEE JOINT REGIONAL SEWER AUTHORITY, personally appeared before me this date and acknowledged on behalf of the Oconee Joint Regional Sewer Authority the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)

Notary Public for S.C.

My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, _____, a Notary Public for the State of S.C., do hereby certify that Amanda F. Brock as County Administrator of OCONEE COUNTY, SOUTH CAROLINA, personally appeared before me this date and acknowledged on behalf of Oconee County, South Carolina, the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)

Notary Public for S.C.

My Commission Expires: _____



SEWER USE REGULATION

Effective March 1, 2019
(Revised August 23, 2019)

Regulation History

Date	Ordinance or Regulation	Agency
4/3/1979	Ordinance 79-4	Oconee County Council
6/30/1993	<i>SCDHEC Approved Sewer Use Ordinance</i>	SCDHEC
7/18/1995	Ordinance 1995-07	Oconee County Council
10/3/2011	Sewer Use Regulation comprehensive revision	OJRSA Board of Commissioners
4/1/2017	Sewer Use Regulation revision	OJRSA Board of Commissioners
12/5/2017	Revision to Attachment B – Fees and Charges of Oconee Joint Regional Sewer Authority to the Municipalities	OJRSA Board of Commissioners
3/1/2018	Sewer Use Regulation comprehensive revision	OJRSA Board of Commissioners
8/23/2019	Non-substantial modification to correct discrepancy in Section 1.2 Definitions and Attachment C – Enforcement Management Strategy	SCDHEC and OJRSA Board of Commissioners

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OJRSA Sewer Use Regulation
March 1, 2019 (revised August 23, 2019)

Sewer Use Regulation Adoption and Approval

These Regulations shall be in full force and effect from and after passage, approval, and publication, as provided by law.

Thirty (30) day public notice given on December 25, 2018 in *The Journal* (Seneca, South Carolina) and on the Oconee Joint Regional Sewer Authority website (www.orjsa.org).

A public comment period was granted from December 27, 2018, until the Oconee Joint Regional Sewer Authority Board of Commissioners Meeting on the evening February 4, 2019.

The South Carolina Department of Health and Environmental Control was made aware of the public notice and comment period on December 27, 2018.

APPROVED and ADOPTED by the Oconee Joint Regional Sewer Authority Board of Commissioners on February 4, 2019 during the Board of Commissioners Meeting.

NOTE: A non-substantial modification to the Sewer Use Regulation was performed on July 9, 2019 to correct conflicting information at the request of the South Carolina Department of Health and Environmental Control. The Department did not require the Regulation to be publicly advertised for comment but did require the effective date to be forty-five (45) days following their notification; thus, the effective date of this revision shall be August 23, 2019. The non-substantial modification was approved by the Oconee Joint Regional Sewer Authority Board of Commissioners on August 5, 2019 during the Board of Commissioners Meeting.



OJRSA Chair

ATTEST:



Secretary/Treasurer

Effective Date: March 1, 2019 with revised date of August 23, 2019.

Section 1 – Introduction

1.1 Purpose and Policy

Recent developments in both Federal and State law have created increasing and more stringent requirements upon public wastewater treatment facilities and demand compliance to avoid incurring severe sanctions and penalties. The purpose of these Regulations are to update requirements and to bring the Regulations into compliance with the Federal Water Pollution Control Act Amendments of 1972 (Public Law. 92-500) and subsequent amendments, including the Water Quality Act of 1987 (Public Law 100-4) together with the South Carolina Pollution Control Act and other State and Federal statutes and regulations.

These Regulations set forth uniform requirements for discharges to the POTW and enables the Oconee Joint Regional Sewer Authority (OJRSA) to comply with all applicable State and Federal laws and the Pretreatment Regulations (40 CFR Part 403 and R61-9 Part 403). The objectives of these Regulations are: (1) To prevent discharges to the POTW which will interfere with the operation of the POTW or contaminate the resulting wastewater disposal system. These Regulations provide for the parameters of discharges to the POTW through the issuance of permits, authorizes enforcement of limitations and requirements, authorizes monitoring activities, compliance and enforcement activities, requires User reporting, and provides for the setting of fees for the equitable distribution of expenditures. These Regulations shall apply to the OJRSA and to persons who are, by permit or agreement with the OJRSA, Users of the POTW. Except as otherwise provided herein, the Executive Director (Director) of the OJRSA and their duly authorized representative shall administer the provisions of these Regulations.

1.2 Definitions

Unless the context indicates otherwise, the terms and phrases used in these Regulations shall have the following meanings:

Act shall mean the Federal Water Pollution Control Act and amendments. (33 USC §1251 et seq.)

Authorized Representative (or Duly Authorized Representative) of the User shall mean:

- (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.

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- (3) If the User is a Federal, State, or local governmental 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 through 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 the OJRSA.

Best Management Practices or BMPs shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in R61-9 403.5(a)(l) and (b). BMPs also 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. [Note: BMPs also include alternative means (i.e. management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.]

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 shown on Attachment B of the OJRSA Regulation.

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 (3) times the billable BOD or as otherwise might be changed and shown on Attachment B of the OJRSA Regulation.

Billable Flow shall mean recorded water usage as determined by the appropriate water utility, plus measured water from wells and other sources, times the OJRSA approved percentage factor for wastewater entering the wastewater disposal system. Alternatively, Industrial Users may have their billable flow determined by continuously measuring their discharge in a manner approved by the OJRSA.

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 30 mg/L or as otherwise might be changed and shown on Attachment B of the OJRSA Regulation.

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 B of the OJRSA Regulation.

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 B of the OJRSA Regulation.

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 twenty degrees Centigrade (20°C).

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Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives wastewater and is located inside the walls of a building and conveys the wastewater to the building sewer, which begins five feet outside the building wall.

Building Sewer shall mean the extension from the building drain to the sanitary sewer or other discharge location.

Bypass shall mean the intentional diversion of wastestreams from any portion of a User's treatment facility.

Categorical Industrial User (CIU) shall mean an Industrial User subject to a categorical Pretreatment Standard or Categorical Standard.

Chemical Additive shall mean liquids, gases or solids composed of non-living substances introduced into the fats, oils, and grease control device for the purpose of changing the chemical nature or physical properties of the fats, oils and grease retained in the control device.

Chemical Oxygen Demand shall mean the total amount of oxygen required to oxidize the organic matter in a waste as prescribed in 40 CFR, Part 136 or equivalent methods approved by EPA.

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

Combined Sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Commercial (or Institutional) User shall mean all Users that otherwise do not discharge process wastewater, are not subject to categorical Pretreatment Standards, and are not residences. Commercial (or institutional) Users (whether Significant Users or not) may be subject to local limits as determined by the Director.

Collection System shall mean Conveyance System. See Conveyance System for definition.

Conveyance System shall mean the network of gravity pipes, manholes, pumping stations, force mains, and appurtenances owned and operated by the OJRSA associated with the transportation of wastewater to the publicly owned treatment works (POTW).

Cooling Water shall mean the water used for air conditioning, refrigeration, or other cooling applications.

County shall mean the County of Oconee.

Daily Maximum shall mean the arithmetic average of all effluent samples for a pollutant collected during a 24-hour period.

Daily Maximum Limit shall mean 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

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in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

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

Director shall mean the Executive Director. See Executive Director for definition.

Discharge or Indirect Discharge shall mean the introduction of pollutants into the POTW from any nondomestic source.

Disposal shall mean the discharge of FOG trap or interceptor waste at a properly permitted and SCDHEC approved location.

Disposer shall mean a person who operates a facility at which fats, oils, and grease waste is intentionally placed for final disposition.

Domestic Wastewater shall mean a combination of water carrying normal strength sewage from residences, commercial establishments, institutions and the like, but excluding industrial process wastes.

Duration of the Violation shall mean the length that the violation existed.

Enforcement Management Strategy shall mean the methods and mechanisms for achieving enforcement under this Ordinance as set forth in Attachment C of this Regulation.

Environmental Protection Agency shall mean the United States Environmental Protection Agency or, where appropriate, the Administrator or other duly authorized official of the EPA.

Environmental Harm shall mean a pollutant effluent which:

- (1) Has a toxic effect on the receiving waters or aquatic life downstream of the wastewater treatment plant;
- (2) Causes a violation of the POTW's NPDES permit (including water quality standards); or
- (3) Causes a pass through.

Equivalent Residential Unit (ERU) shall mean the calculated wastewater discharge or contribution to the system of one (1) single family residence utilizing one (1) garbage disposal and shall equal three hundred (300) gallons of wastewater per day.

Excursion shall mean an unintentional and temporary incident in which wastewater discharge parameter exceeds the range set forth in the OJRSA SEWER USE REGULATION or Industrial User permit.

Executive Director shall mean the Executive Director of the Oconee Joint Regional Sewer Authority, which is the person serving as the chief executive officer of the agency.

Existing Source shall mean any source of discharge that is not a "New Source."

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Fiscal Year shall mean the twelve (12) month accounting period of the OJRSA, which begins at midnight on July 1 and ends at the end of the calendar day of June 30 each year.

Floatable Oil shall mean oil, fat, or grease in a physical state such that it will separate by gravity from wastewater.

FOG Control Devices shall mean FOG Interceptors, FOG Traps, or other OJRSA approved means of eliminating fats, oils, and grease from the wastewater conveyance and treatment system.

FOG Control Program shall describe the OJRSA regulatory, educational, and customer service activities that support elimination of the deleterious impact of fats, oils, and grease discharges on the wastewater conveyance and treatment facilities.

FOG Interceptor shall mean a device so constructed, typically in the ground, as to separate and hold fats, oils and grease (FOG) from the wastewater in order to reduce the FOG entering the sanitary sewer. FOG interceptors are commonly referred to as "grease interceptors" or "grease traps;" however, the OJRSA does not consider the them to be the same as under-the-sink FOG traps shall not be construed as meeting this definition.

FOG Trap shall mean a device placed inside a Food Service Establishment for removal of FOG from the wastestream. These devices shall be connected to a drain immediately following a sink or wash basin. A FOG Trap is often referred to as a "grease interceptor" but should not be confused with a FOG Interceptor as defined by the OJRSA.

FOG Waste shall mean any liquid, semi-liquid, or solid fats, oils and grease that is removed from commercial operations through the use of a FOG Interceptor or FOG Trap.

FOG Waste Handling shall mean the collection, transportation, storage, transfer, processing, disposal, or other handling of fats, oils, and grease waste. This term shall not apply to the Generator of FOG waste or to the storage of FOG waste in a FOG Interceptor or FOG Trap.

Food Courts shall mean areas predominantly found in shopping centers or amusement parks and festivals where several food preparation establishments having different owners may share seating space or plumbing facilities.

Food Service Establishment shall mean restaurants, cafeterias, delis, grocery stores, hospitals, hotels, motels, churches, school kitchens, assisted living facilities, ice cream shops, coffee shops, food courts, butcher shop operations, catering facilities, and mobile food units involved in the preparation of food for nonresidential purposes. A Food Service Establishment can include any facility which cuts, prepares, cooks, fries, bakes, or serves food or which disposes of food-related wastes.

Force Majeure shall mean an extraordinary event that prevents one or both parties from performing. These events must be unforeseeable and unavoidable, and not the result of the User's actions, hence they are considered "an act of God," such as an earthquake, flood, or riot.

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Garbage shall mean the animal or vegetable wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the commercial handling, storage, and sale of produce.

Garbage Grinder shall mean a device which shreds or grinds up solid or semisolid garbage into smaller portions for discharge into the sanitary sewer. These are commonly referred to as a "garbage disposal."

Generator shall mean any User, including Food Service Establishments, which produces fats, oils, and grease waste.

Grab Sample shall mean a sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Hauled Waste shall mean transported waste materials and products including, but not limited to, waste from vessels, chemical and/or portable toilets, campers, trailers, septic tanks, FOG Interceptors, FOG Traps, and vacuum pump tank trucks.

Hauled Waste Transporter shall mean a person or company who owns or operates a vehicle for the purpose of transporting solid and/or liquid waste products for treatment or disposal.

Hazardous Material shall mean a substance or combination of substances which, because of its quantity, concentration, or characteristics, may:

- (1) Cause or significantly contribute to mortality, illness, or incapacitation due to human exposure;
- (2) Pose a substantial hazard to human health or the environment if improperly handled; or
- (3) Is defined to be a hazardous waste under the Resource Conservation and Recovery Act (applicable Parts of 40 CFR), under regulations promulgated pursuant to said Act, or under any other Local, State, or Federal law.

Headworks 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, campers, trailers, septic tanks, and vacuum pump tank trucks.

Impact Fee shall mean the initial charge for the allocation of wastewater treatment capacity based upon the greater of the User's permitted or projected volume of wastewater discharge or contribution to the system.

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 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.

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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; stormwaters; surface runoff; street wash waters, or drainage.

Instantaneous Limit shall mean 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 which alone or, in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act, and the South Carolina Pollution Control Act.

Local Limits shall mean specific discharge limits developed and enforced by the OJRSA upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in R61-9 403.5.

May is permissive. Shall is mandatory and requires compliance.

Medical Waste shall mean isolation wastes, infections agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Member Cities shall mean the cities of Seneca, Walhalla, and Westminster.

Monthly Average shall mean the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Mobile Food Unit shall mean a self-propelled or vehicle- or trailer-mounted unit intended to be used as a Food Service Establishment. Mobile food units must have an approved location to discharge used fats, oils, and grease waste.

Monthly Average Limit shall mean 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.

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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. National Categorical Pretreatment Standards are found at 40 CFR Chapter I, Subchapter N, Parts 405-471.

National Pollutant Discharge Elimination System Permit shall mean a permit, including a Land Application Permit, issued to a POTW pursuant to Section 402 of the Clean Water Act or Section 48-1-100 of the Pollution Control Act (R61-9 122 or 505).

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

New Source shall mean:

- (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 (l)(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 shall mean water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product

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Non-process Wastewater shall mean sanitary, noncontact cooling water, and boiler blowdown wastewater.

Nonresidential User shall mean any use other than a single-family residential User, which may include, but is not limited to: Food Service Establishments, Industrial Users, health care facilities, religious establishments, educational facilities, assisted living facilities, office facilities, and other commercial establishments. It shall also include apartments, condominiums, and other multi-unit housing complexes with a common sewer service lateral or system serving multiple units prior to connecting with a Public Sewer.

Normal Acceptance Hours shall mean between the hours of 8:30-11:45 a.m. and 1:00-4:30 p.m. local time, Monday through Friday, excluding OJRSA holidays.

North American Industry Classification System (NAICS) shall reference the standard used by agencies for the United States business economy. It was developed under the auspices of the Office of Management and Budget (OMB) and adopted in 1997 to replace the Standard Industrial Classification (SIC) System.

OJRSA shall mean the Oconee Joint Regional Sewer Authority.

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.

Owner shall mean an individual or entity in possession of title for land, building or other item. The owner can be a claimer, controller, holder, homeowner, householder, land owner, landlord, lessor, occupier, person holding ownership on record, possessor, property owner, proprietor, record-holder retainer, or title holder.

Pass Through shall mean a discharge which exits the POTW into waters of the U.S. 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 the OJRSA's NPDES permit (including an increase in the magnitude or duration of a violation).

Permitted Daily Discharge shall mean the volume of wastewater based upon the "unit contributory loadings" which is estimated will be discharged into the system on a daily basis by a User whose discharge is not formally permitted by the OJRSA.

Person shall mean any individual, partnership, co-partnership, 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.

pH shall mean the term used to express the intensity of the acid or base condition of a solution as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

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Polar Material shall mean analytically quantifiable oil and grease of animal or vegetable origin.

Pollutant shall mean any dredged spoil; solid waste; incinerator residue; filter backwash; sewage; garbage; sludge; munitions; chemical wastes; medical wastes; biological materials; radioactive materials; heat; wrecked or discharged equipment; rock; sand; cellar dirt; municipal, industrial, commercial, or agricultural waste; or other pollutants; including the characteristics of wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, OD, toxicity, odor) as may be defined by EPA or SCDHEC Regulations; discharged into water.

Pollution shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes; process changes; or by other means; except as prohibited by section R61-9.403.6(e). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with section R61-9 403.6(f).

Pretreatment Requirements shall mean any substantive or procedural requirement related to pretreatment, other than a National Categorical Pretreatment Standard imposed on an Industrial User or Local Limitation.

Pretreatment Standard or Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

Private Sewer shall mean a sewer which is not owned by a public body (defined as a "Public Sewer.")

Prohibited Discharge Standards or Prohibited Discharges shall mean absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 4 of these Regulations.

Projected Daily Discharge shall mean the volume of wastewater based upon the "unit contributory loadings" which is estimated will be discharged into the system on a daily basis by a User whose discharge is not formally permitted by the OJRSA.

Pro Rata Share shall mean the annual calculation the previous calendar year's total flow and the percentage that each Member City contributed to the total annual flow.

Public Sewer shall mean a trunk or transportation sewer line or sewer facilities which is owned and controlled by the OJRSA or a collection of lateral lines or adjunct facilities owned and

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controlled by satellite sewer systems that are connected to the OJRSA in any way, including by passing through another satellite sewer system.

Publicly Owned Treatment Works (POTW) shall mean treatment works as defined by Section 212 of the Act, which is owned by the OJRSA. 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. This definition does not include pipes, storm sewers or other conveyances not connected to a facility providing treatment.

Qualified Laboratory shall mean laboratories currently certified by the State to perform wastewater analyses. Sanitary Sewer shall mean a sewer which carries wastewater. Septic Tank Waste is any sewage from holding tanks such as vessels and septic tanks.

Recurring Violation shall be defined as three (3) or more violations for one (1) parameter in a rolling twelve (12) month period.

Regulation shall mean the OJRSA SEWER USE REGULATION and any attachments or supplements thereof.

Satellite Sewer System shall mean a sewer system that is owned or operated by one person that discharges to a system that is owned or operated by a different person, the operation and maintenance of which are covered in SCDHEC R61-9.610. Satellite sewer systems depend on a separate person for final wastewater treatment and discharge and include systems approved under SCDHEC R61-9.505.8. It does not mean a system that is monitored by supervisory control and data acquisition (SCADA) systems.

Service Area shall mean all areas served or capable to be served by the OJRSA, which is Oconee County.

Severe Property Damage shall mean 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

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

Shall is mandatory and requires compliance. May is permissive.

Significant Industrial User (SIU) shall mean:

- (1) An Industrial User subject to categorical Pretreatment Standards; or
- (2) An Industrial User that:
 - a. Discharges an average of twenty-five thousand (25,000) GPD or more of process wastewater to the POTW (excluding non-process wastewater);
 - b. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

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- c. Is designated as such by OJRSA on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement (in accordance with R61-9 403.8(f)(6)).
- (3) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, OJRSA may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in R61-9 403.8(t)(6), determine that such User should not be considered a Significant Industrial User.

Significant User shall mean: a commercial (or institutional) User who is not subject to categorical Pretreatment Standards but who may be subject to local limits if User:

- (1) Discharges twenty-five thousand (25,000) GPD or more of wastewater to the POTW; or
- (2) Contributes a wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
- (3) Is designated as such by OJRSA on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any discharge permit of the POTW, or otherwise is found to have pollutants in such quantity that exceeds pollutant levels above what is encountered in domestic wastewater.

Significant Noncompliance (SNC) shall mean:

- (1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits;
- (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six- (6-) month period equal, or exceed, the product of the numeric Pretreatment Standard or Requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- (3) Any other violation of a Pretreatment Standard or Requirement as defined by R61-9 403.3 (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other Discharges, interference or pass-through including endangering the health of POTW personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in OJRSA's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
- (6) Failure to provide within forty-five (45) days after the due date, any 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;
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

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Single Family Residence shall mean a house, mobile home, individual apartment unit, individual townhouse unit, and individual condominium unit.

Slug Load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 4.1 Prohibited Discharges of these Regulations; or any discharge of a nonroutine, 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 will violate the POTW's Regulations, Local Limits, or Permit conditions.

Standard Industrial Classification (SIC) shall mean a classification pursuant to the 1997 edition of the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget. The NAICS system was set in place in 1997 to take the place of the SIC System. The SIC codes are still referenced in some pretreatment regulations and are still currently in use.

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 Sewer shall mean a sewer that carries only stormwater, surface runoff, street wash, and drainage, and to which wastewater is not intentionally admitted.

Stormwater shall mean any flow occurring during or following any form of natural precipitation and resulting therefrom.

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 Part 136, or equivalent methods approved by EPA, and referenced as non-filterable residue.

Total Ammonia Nitrogen shall mean nitrogen in the form of ammonia and the ammonium ion found in wastewater as prescribed by the latest edition of standard methods.

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

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

Toxic Pollutant or Substances 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

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treatment process or 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 USC §1317) of the Act, or other acts.

Unit Contributory Loadings shall mean such loadings on the system as shall from time to time be calculated and published by SCDHEC as Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities (SCDHEC Regulation 61-67 Appendix A).

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.

Upset shall mean an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the Industrial 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.

User shall mean any person who directly or indirectly discharges, causes, or permits the discharge of wastewater to the POTW.

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

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 OJRSA (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.

Waters of the United States shall be defined by 40 CFR 230.3(s).

1.3 Acronyms and Abbreviations

AO Administrative Order

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ASCE	American Society of Civil Engineers
ANSI	American National Standard Institute
ASTM	American Society of Testing and Materials – International
BMP	Best Management Practice
BOD	Biochemical Oxygen Demand
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
CWA	Clean Water Act
Dir	Executive Director of the OJRSA
EPA	Environmental Protection Agency
ERG	Enforcement Response Guide
ERU	Equivalent Residential Unit
FOG	Fats, Oils, and Grease
FSE	Food Service Establishment
GPD	Gallons Per Day
IU	Industrial User
kg	Kilogram
lb	Pounds
mg/L	Milligrams Per Liter
NAICS	North American Industry Classification System
NOSNC	Notice of Significant Noncompliance
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NSCIU	Non-Significant Categorical Industrial User
O&M	Operation and Maintenance
OJRSA	Oconee Joint Regional Sewer Authority
PC	Pretreatment Coordinator or Inspector for the OJRSA
PL	Public Law
POTW	Publicly Owned Treatment Works
PU	Private Utility
R61-9	SCDHEC Regulation 61-9; Water Pollution Control Permits
RCRA	Resource Conservation and Recovery Act
SC	South Carolina
SCDHEC	South Carolina Department of Health and Environmental Control
SDWA	Safe Drinking Water Act
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SNR	Significant Noncompliance
SU	Standard Units for pH Measurements
SUR	OJRSA SEWER USE REGULATION
SWDA	Solid Waste Disposal Act
TKN	Total Kjeldahl Nitrogen
TSS	Total Suspended Solids
USC	United States Code
WEF	Water Environment Federation

Section 2 – Use of Public Sewers

2.1 Collector Sewer System

- (1) OJRSA shall not accept a connection from any Collector Sewer System owned by more than one User. This requirement shall not apply to Collector Sewer Systems which are owned by multiple public entities.
- (2) For service requests outside of the service area of a Member City, Subdistrict, or a municipal or county sewer subdistrict, any Private Utility (“PU”) desiring to connect a Collector Sewer System to an OJRSA trunk line shall make application to OJRSA and must enter into an agreement (“Agreement”) with OJRSA whereby the PU covenants to restrict future conveyances of the Collector Sewer System as follows:
 - a. The PU and its successors agree that any and all future conveyances of the Collector Sewer System are restricted and limited to conveyances to a single entity of the entire system of gravity lines, force mains and pump stations constituting a Collector Sewer System. Maps indicating size, inverts, and locations of all infrastructure shall be provided to OJRSA in an acceptable electronic format;
 - b. OJRSA may seek injunctive relief to enforce the terms of the Agreement until such time that the Collector Sewer System in its entirety is owned by a public entity.
 - c. Further, the application to OJRSA will include an opinion from the PU’s legal counsel that such PU is authorized to own and operate the Collector Sewer System and to enter into the contracts by which it gained ownership and control of the system.
- (3) Collector Sewer Systems that are to remain privately owned must be permitted by SCDHEC as a Satellite Sewer System and shall conduct operations and maintenance on the PU system in compliance with the SCDHEC Satellite Sewer System Permit and these Regulations.
- (4) Service requests inside the service area of a Member City, Subdistrict, municipality or county sewer subdistrict.
 - a. All requests for service inside the service area of a Member City, Subdistrict, municipality or county shall be under the direction and approval of a Member City, Subdistrict, municipality or county. This provision allows the Member City, Subdistrict, municipality or county to use a PU under contract. OJRSA shall consider such Collector Sewer System a part of the Member City, Subdistrict, municipality or county’s collector system.
 - b. The application for service to OJRSA shall be under the direction and approval of the Member City, Subdistrict, municipality or county with a pledge to OJRSA that shall the PU become insolvent, inoperable, or subject to any regulatory warning for an unsafe or unsanitary operating condition which is uncured for more than 30 days, then the Member City, Subdistrict, municipality or county will assume ownership, operational and financial responsibility for the PU.
 - c. For any Collector Sewer System owned by a PU, OJRSA shall be provided with a copy of the contract by which such entity obtained control of the system. A term of that contract shall require ownership of the system shall be transferred to a public utility if the PU becomes insolvent, or the Collector Sewer System becomes inoperable or subject for 30 days to an uncured regulatory warning for an unsafe or unsanitary operating condition. The contract will include express provision giving OJRSA standing to bring an action to enforce the terms of the contract as a third-party beneficiary thereto.

2.2 Permits Required

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Prior to connection to the Wastewater Disposal System, the applicant shall obtain approval from OJRSA. Application shall be made in writing on forms provided by the OJRSA. All new industries discharging industrial wastewater shall complete the application and obtain approval to connect and use the sewer facilities, regardless of the amount of discharge. All currently permitted Industrial Users shall apply for renewal of their permit by completing an industrial discharge application and submitting it to the Director at least 180 days prior to expiration of the current permit. The industrial discharge application shall be as provided by the Director. This application shall be obtained from the OJRSA. Facilities to be deeded to and accepted by the OJRSA shall be completed, construction requirements for engineering standards or regulations met, and be inspected and approved by County Codes Department, and SCDHEC. New Industrial Users shall also complete an industrial discharge application provided by the Director.

2.3 Responsibility of Costs

All costs and expense incident to the installation and connection of building sewers shall be borne by the Owner.

2.4 Use of Public Sewers Required

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property in areas under the jurisdiction of the OJRSA any human or animal excrement, garbage, or objectionable waste. It shall be unlawful to discharge to any natural outlet in areas under the jurisdiction of the OJRSA any wastewater, except where suitable treatment has been provided in accordance with subsequent provisions of these Regulations and with regulations of the SCDHEC. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. The Owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, abutting on any street, alley, or right-of-way in which there is a public sanitary sewer, is hereby required at the expense of the Owner to install suitable toilet facilities therein, and to connect such facilities directly with the public sewer in accordance with the provisions of these Regulations, within ninety (90) days after date of official notice to do so, provided that said public sewer is within three hundred (300) feet of the property line. Under unusual or specific circumstances, the Director may waive this provision.

2.5 Sewer Construction and Materials

All sewers, including building sewers, to be connected with or to discharge to the wastewater disposal system shall be constructed in accordance with Attachment F of these Regulations.

2.6 Certain Connections Prohibited

(1) Connections Not Allowed to Sewer

- a. No person shall make any connection of roof downspouts, exterior foundation drains, area drains, dumpster pad 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.
- b. Floor drains are not permitted in areas where machining, automotive repair, painting and other such activities take place that are directly or indirectly (such as to a Satellite Sewer System) connected to the OJRSA sanitary sewer system.

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- c. No commercial, institutional, or industrial User shall install a garbage grinder or allow any discharge from such grinder unless written permission has been granted by the Director.
- (2) Connection Not Allowed to Storm Sewers. No sanitary wastewater shall be discharged into a storm sewer.

2.7 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.

2.8 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 to meet all requirements of these Regulations.

2.9 Compliance with Other Regulations

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 regulations of the OJRSA, including those Stated in Attachment F. In the absence of other provisions, the materials and procedures set forth in *ASCE Manual of Practice No. 60*. and *WEF Manual of Practice No. FD-5* shall govern. All joints of the building sewer shall be tight and waterproof. The building sewer shall pass a low-pressure air test as specified in ASTM Standard C828. The Director reserves the right to determine which testing procedure shall be used for a given installation.

2.10 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 the OJRSA 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 regulations of the OJRSA, including those Stated in Attachment F of these Regulations. All such connections shall be made gastight and watertight. Any connection to a public sewer shall be made at an existing manhole where possible. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

2.11 Supervision of Building Sewer Construction

The applicant for the building sewer permit shall notify the OJRSA when the building sewer is ready for inspection and connection to the public sewer no less than fourth-eight (48) hours prior to making the connection. The connection shall be made under the supervision of the OJRSA. 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 the OJRSA. Construction shall comply with the provisions of PL 91-596, the Occupational Safety and Health Act of 1970.

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2.12 Special Pretreatment Devices

FOG Interceptors, FOG Traps, oil separators and grit interceptors shall be provided when, in the opinion of the Director, 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 Director 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 FOG Interceptors, FOG Traps, oil separators and grit interceptors shall be maintained and secured by the Owner at their 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, Member City, Subdistrict, County, or the Director. 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 FOG Interceptors and FOG Traps is contained in Attachment E of these Regulations.

2.13 General Guidance

OJRSA 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"), as modified by the OJRSA, and these Standards and the modifications are recommended for use by any entity developing facilities for connection to the wastewater disposal system.

2.14 Connection Constitutes Consent

Connection to the OJRSA's system shall constitute consent and agreement by the User to be bound by and to abide with all OJRSA Regulations and requirements.

2.15 Specifications for Connections to Sewer

Information regarding connection, testing, inspection, and materials to OJRSA sewer can be found in Attachment F of these Regulations.

Section 3 – Private Wastewater Disposal

3.1 Responsibility for Construction and Operation

Where a public sanitary sewer is not available according to the provisions of these Regulations, building sewers shall be connected to private wastewater disposal systems subject to the requirements of the County or SCDHEC. Where the Owner desires the OJRSA 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 the OJRSA's requirements and shall be subject to their review and approval and be in compliance with any applicable SCDHEC requirements. The OJRSA, subject to OJRSA policies, may assume responsibility for the operation and maintenance costs of treatment systems and lift stations upon such terms and conditions as it deems appropriate.

3.2 Hauled Waste Transporters

The contents of a Hauled Waste transporters operated by a SCDHEC-licensed hauler of holding tank waste shall be discharged to the POTW only at a location approved by the Director. The discharge of such wastes shall be subject to the procedures and limitations established by the Director, as stated in Attachment A of this Regulation, and to fees as are established or may be established from time to time by the OJRSA. The initial fees are shown on Attachment B of these Regulations. Future fees shall be published by the OJRSA and incorporated into Attachment B as necessary. Such wastewater must have prior written approval of the Director before being discharged. The discharge of these wastes shall be subject to the procedures, limitations, and fees set by the Director in the letter of acceptance, and a copy of this letter shall be attached to the Hauled Waste Disposal Consent Form. No toxic materials or petroleum-based grease and oils shall be accepted. The licensed hauler shall provide the information requested as shown in Attachment A of these Regulations. Only wastes originating within the OJRSA's boundaries or Oconee County may be accepted.

3.3 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.

Section 4 – Prohibitions and Limitations on Wastewater Discharges

4.1 Prohibited Discharges

- (1) General Prohibitions. It shall be unlawful for any person to discharge wastewater which causes a hazard to human life, creates a public nuisance, exceeds specific limitations set forth hereinafter, or causes pass through or interference. These general prohibitions apply to all such Users of the POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other Federal, State, or local regulations or ordinances. When the Director determines that a User is discharging such wastewater, the Director shall advise the User of the potential impact of the discharge and develop effluent limitations for such discharge to protect the POTW.
- (2) Specific Prohibitions. A User shall not discharge the following substances to the POTW:
 - a. Untaminated cooling water may be discharged to the storm sewer under the jurisdiction of OJRSA in accordance with applicable SCDHEC requirements.
 - b. Liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Wastewater shall not have a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) using test methods specified in 40 CFR 261.21. Materials specifically prohibited from discharge into the POTW include gasoline, kerosene, naphtha, fuel oil, lubricating oil, and any other substances which the OJRSA, State, or EPA has notified the User is a fire hazard or a hazard to the system.
 - c. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference, such as, but not limited to: floatable oil, garbage with particles greater than one-half 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, metal, 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 lubricating oil, mud or glass grinding or polishing wastes.
 - d. Wastewater having a pH less than 6.0 SU, unless other limits are approved by the Director, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW. No wastewater with a pH greater than 12.0 SU will be accepted by OJRSA. A pH greater than 10.0 SU is only accepted with special permission from the Director in an industrial wastewater discharge permit.
 - e. Wastewater containing pollutants in sufficient quantity, either singly or by interaction with other pollutants which will cause interference, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the POTW.
 - f. Noxious liquids, gases, or solids which either singly, or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
 - g. Wastewater, liquid, or vapors having a temperature higher than one-hundred fifty degrees Fahrenheit (150°F), or results in a temperature higher than one-hundred four degrees Fahrenheit (104°F) at the influent to the POTW or heat in such an amount as will inhibit biological activity in the POTW and result in interference.
 - h. Wastewater containing radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable Federal or State regulations.

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- i. Wastewater which constitutes a slug discharge as defined herein.
 - j. Substances which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the SDWA, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
 - k. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that may cause interference or pass-through.
 - l. Any pollutants which result in the presence of toxic gases, vapor, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - m. Any trucked or hauled pollutants not authorized under Section 3.2 of these Regulations.
 - n. Any 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 OJRSA's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent (10%) from the seasonably established norm for aquatic life.
 - o. Any sludges, screenings, or other residues from the pretreatment of industrial wastes.
 - p. Any medical wastes, except as specifically authorized by the Director in a wastewater discharge permit.
 - q. Any wastewater causing the treatment plant's effluent to fail a toxicity test.
 - r. Any wastes containing detergents, surface active agents, or other substances in sufficient concentrations which may cause excessive foaming in the POTW.
- (3) The OJRSA may establish limitations and requirements which are more stringent than those required by State or Federal regulations.
- (4) 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.

4.2 Conditionally Prohibited Discharges

Certain discharges may be prohibited in the event the Director determines it necessary to protect the POTW, receiving stream, or that the discharge will endanger lives, limbs, public property, or constitute a nuisance. The Director may revise the limitations established in this section if, in their opinion, different limitations are necessary to meet the above objectives. Wastewater as described below shall not be discharged to the POTW without the prior written approval of the Director.

- (1) Grease, Waxes, and Oils:
- a. Petroleum oil, cutting oils, coolants, or products of mineral oil origin (hydrocarbons)
 - i. Wastewater shall not exceed more than 100 mg/L.
 - ii. Analyses shall be performed in accordance with 40 CFR Part 136 Guidelines Establishing Test Procedures for the Analysis of Pollutants.
 - b. Oil or grease of animal or vegetable origin
 - i. Wastewater shall not exceed more than 200 mg/L.

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- ii. Analyses for total oil and grease and for total petroleum oil and grease shall be performed in accordance with 40 CFR 136 Guidelines Establishing Test Procedures for the Analysis of Pollutants. The difference between the hydrocarbon analysis and the total recoverable grease and oil analysis will be considered grease or oil of animal or vegetable origin.
 - c. Wastewater containing substances which may solidify or become viscous at a temperature between thirty-two and one-hundred fifty degrees Fahrenheit (32°F-150°F).
 - d. Wastewater or waste containing oil or grease or septage that is hauled to OJRSA facilities. Attachments A and E of this Regulation address provisions as they are applicable to Hauled Waste.
- (2) Wastewater containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed.
 - (3) Holding tank waste.
 - (4) Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted industrial wastewater, unless specifically authorized by the Director.
 - (5) Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.

4.3 National Categorical Pretreatment Standards or Local Limitations

- (1) Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (2) Specific pollutant limitation and compliance schedules shall be developed by the Director and made a part of the User's discharge permit. Compliance with National Categorical Pretreatment Standards or Local Limits for new sources shall be required within ninety (90) days of initiation of a discharge. These specific limits and definitions of duration and maximums shall be on file at the OJRSA's office and available upon request. Future changes or additions to these limitations shall be developed, set, and adopted by OJRSA and will be published, and when adopted by OJRSA be automatically incorporated into the Pretreatment Program.
 - a. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director may impose equivalent concentration or mass limits in accordance with Section 4.3d.
 - b. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director 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.
 - c. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Director may impose an alternate limit in accordance with R61-9 403.6(e).
 - d. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that OJRSA convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Director. OJRSA may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 4.3d(i)(a) through 4.3d(i)(e) below.

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- i. To be eligible for equivalent mass limits, the Industrial User must:
 - a. 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;
 - b. 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;
 - c. Provide sufficient information to establish the facility's 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;
 - d. 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
 - e. Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.
- ii. An Industrial User subject to equivalent mass limits must:
 - a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
 - b. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - c. Continue to record the facility's production rates and notify the Director whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 4.3d(1)(c) of this Section. Upon notification of a revised production rate, the Director will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
 - d. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 4.3d(1)(a) of this Section so long as it discharges under an equivalent mass limit.
- iii. When developing equivalent mass limits, the Director:
 - a. 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;
 - b. 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
 - c. 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

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equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 4.6. The Industrial User must also be in compliance with these Regulations regarding the prohibition of bypass.

- e. The Director may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Director.
- f. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section 4.3 in lieu of the promulgated Categorical Standards from which the equivalent limitations were derived.
- g. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or four (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.
- h. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Director 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 Director 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.

4.4 Limitations on Wastewater Strength and Flow Rate

- (1) No person shall discharge wastewater in excess of the concentration or mass limit set forth in National Categorical Pretreatment Standards, and/or Local Limits as established by the Director, or limitations as listed on an individual wastewater discharge permit. The Director shall establish permit limitations on industrial and commercial Users on a case-by-case basis in accordance with SCDHEC and EPA regulations. Where appropriate and allowed by applicable regulations, the Director may impose both concentration and/or mass limitations on a discharge.
- (2) The Director may establish Local Limits to protect against Pass Through and Interference. If established, no person shall discharge wastewater containing in excess of these pollutant limits.
- (3) The Director may develop Best Management Practices (BMPs), by Policy or include such in individual wastewater discharge permits to implement Local Limits and the requirements of Section 4.1 of these Regulations.

4.5 Revision of Limitations

The Director may impose limitations more stringent than the National Categorical Pretreatment Standards in wastewater discharge permits where it is necessary to comply with the objectives of these Regulations.

4.6 Dilution Prohibition

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Except where authorized by applicable pretreatment standards, no User shall deliberately dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations developed by the OJRSA, State, or Federal Regulations.

4.7 Accidental Discharge/Slug Control Plans

- (1) OJRSA shall evaluate whether an Industrial User needs to develop and implement an accidental discharge/slug control plan or other actions to control slug discharges. Users shall provide protection from accidental discharge of prohibited materials or other substances regulated by these Regulations. 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 OJRSA Pretreatment Coordinator for review and shall be approved by the OJRSA and SCDHEC before construction of the facility. 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 these Regulations.
- (2) The accidental discharge/slug control plan when required shall be submitted to the Director and to SCDHEC containing at a minimum the following:
 - a. Description of discharge practices, including nonroutine batch discharges.
 - b. Description of stored chemicals.
 - c. Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges.
 - 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, measure for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

4.8 Upset Provision as an Affirmative Defense

- (1) Effect of an Upset. An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of Paragraph 2 are met.
- (2) Conditions Necessary for Demonstrating Upset - A User who wishes to establish the affirmative defense of Upset shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence, that:
 - a. An Upset occurred and the User can identify the cause(s) of the Upset;
 - b. 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
 - c. The User has submitted the following information to the Director 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:
 - i. A description of the indirect discharge and cause of noncompliance;
 - ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- (3) User Burden of Proof. In any enforcement proceeding, the User seeking to establish the occurrence of an Upset shall have the burden of proof.
- (4) Judicial Determination.
- (5) 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.
- (6) User Responsibility in Case of Upset. The Industrial User 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.

4.9 Notice of Process Change/Interruption of Operation

Notice by the User shall be given to the Director in advance or at the earliest possible time when normal operations of the industry as identified by the industry in its permit application will be interrupted for forty-eight (48) hours or longer, when wastewater will not be discharged, or prior to implementation of a process change which will alter characteristics of the wastewater.

4.10 Pretreatment

- (1) Pretreatment Facilities.
- (2) Users shall provide wastewater pretreatment as required to comply with these Regulations or discharge permit and shall achieve compliance with these Regulations and all pretreatment standards within the specified time limitations. Any facilities required to pretreat wastewater shall be constructed, operated, and maintained at the expense of the User. A permit to construct pretreatment facilities shall be obtained from SCDHEC. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Director for review. Submittal of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Director under the provisions of these Regulations. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the Director prior to the initiation of the changes.
- (3) Additional Pretreatment Measures
 - a. Whenever deemed necessary, the Director may require industrial 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 sewer wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the Industrial User's compliance with the requirements of these Regulations.
 - b. A SIU may be required to install and maintain, on their property and at their expense, a suitable storage and flow control facility to insure equalization of flow over a period determined by the Director. The facility shall have a reasonable capacity for the daily discharge volume and shall be equipped with alarms and a rate of discharge controller, the regulation of which shall be directed by the Director. A wastewater discharge permit may be issued solely for flow equalization.
 - c. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of wastewater containing excessive amounts

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of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of type and capacity approved by the Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the owner at their expense.

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

4.11 Bypass as an Affirmative Defense

- (1) Any User which bypasses treatment facilities as defined in SCDHEC R61-9 403.17 shall comply with the requirements of that section and applicable Federal regulations. An Industrial User may allow a Bypass to occur only when it does not cause National Categorical Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation.
- (2) If an Industrial User knows in advance of the need for a Bypass, it shall submit prior notice to the Director, if possible at least ten (10) days before the date of the Bypass. An industrial User shall submit oral notice of an unanticipated Bypass that exceeds applicable pretreatment standards to the Director within twenty-four (24) hours from the time the industrial User becomes aware of the Bypass.
- (3) A written submission shall be provided within five (5) days of the time the industrial 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. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (4) The Director may take enforcement action against an Industrial User for a Bypass, except where the User establishes an affirmative defense of Bypass. For this affirmative defense the User must show the following:
 - 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 wastewater, 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 preventative maintenance; and
 - c. The industrial User submitted notices as required in this section.
- (5) The Director may approve an anticipated Bypass after considering its adverse effects if the Director determines at it will meet the conditions listed in this section.

4.12 Recovery of Preventative Expenses

When any discharge in the opinion of the Director appears to be in violation of Section 4 of this Regulation to the extent that the discharge may cause an interference with, or have an adverse impact upon, the operation of facilities, the OJRSA may act to take preventative action. All costs and expenses, losses and damages, including the reasonable value or cost of the use of OJRSA

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personnel and equipment caused or incurred by the implementation of preventative measures shall be charged to and paid by the discharger.

Section 5 – Revenue System

5.1 Fees and Charges

- (1) Fees shall be assessed to Users for discharges to the POTW and for executing or enforcing the provisions of these Regulations. These charges shall be developed, set, and adopted by the OJRSA no less frequently than biennially in accordance with the User Charge System policies of the OJRSA and applicable Federal and State statutes. Charges may be developed for the following purposes:
 - a. Industrial monitoring, inspections, and surveillance procedures;
 - b. Reviewing accidental discharge procedures and construction;
 - c. Reviewing permit applications;
 - d. Reviewing appeals;
 - e. Special industrial discharges;
 - f. Recovering capital related expenditures or retiring bonded indebtedness;
 - g. Other charges, including User charges based on billable flow and excessive pollutant discharges to the POTW, necessary to recover the operation and maintenance costs of the wastewater disposal system; and
 - h. Availability, impact, and connection fees or similar fees to recover, or to provide for, capital costs expended for the system and/or its expansion.
- (2) Current fees and charges of OJRSA are shown upon Attachment B of this Regulation. Future charges and fees as are set and developed by OJRSA will be published by the OJRSA and when adopted by OJRSA be automatically incorporated into Attachment B.

Section 6 – Discharge Permits and Reporting

6.1 Wastewater Discharge Permits

- (1) Application Requirements. Any person desiring to discharge industrial wastewater shall complete an official application and file it with the OJRSA together with permit approval from any city having jurisdiction. Approval shall be evidenced by written notice from the Director. The person shall provide all data required by the current official application, copies of which shall be obtained from the Director. The Director shall evaluate the data and may require additional information. After evaluation and acceptance of the data provided, the Director may grant permission to discharge subject to the terms and conditions provided herein. The Director may issue a permit with specific limitations different from those listed in these Regulations if he determines that the discharge will otherwise comply with the remaining provisions in these Regulations. All SIUs shall obtain a permit to discharge to the POTW. Authorized representative(s) of SIU shall sign the permit application. SIUs which through changes in the use of the premises or water usage cause a significant change in wastewater volume, strength, or characteristic shall submit a new application prior to making the change or alteration.
- (2) Applicable persons and Users shall complete and submit an application, accompanied by any application fee required as stated in Attachment B of this Regulation, including the following information:
 - a. Name, address, and location (if different from the address) of the facility, name of the operator and owner;
 - b. Applicable SIC number(s), applicable NAICS number(s), and a list of any environmental control permits held by or for the facility;
 - c. Analytical data on wastewater constituents and characteristics including but not limited to those mentioned in these Regulations;
 - d. Time and duration of discharge;
 - e. Average daily wastewater discharge rates, including daily, monthly, and seasonal variations, if any;
 - f. Description of activities, facilities, and plant processes on the premises unless subject to the confidentiality provisions of Section 6.12;
 - g. Where known, the nature and concentration of any pollutants in the wastewater which are limited by any local limitations or National Categorical Pretreatment Standards, a Statement regarding whether or not the person is complying or will comply with National Categorical Pretreatment Standards on a consistent basis, and if not, whether additional pretreatment or operational modifications are required to comply with applicable limitations or National Categorical Pretreatment Standards, or Local Limitations;
 - h. If additional pretreatment or operational modifications will be required to comply with limitations or National Categorical Pretreatment Standards or Local Limitations, the shortest schedule by which the person will comply;
 - i. Where required to develop pretreatment standards, a brief description of each product produced by type, amount, process or processes, and a rate of production;
 - j. Where required to develop pretreatment standards, type and amount of raw materials processed (average and maximum per day);
 - k. Hours of operation of plant, and proposed or actual hours of operation of pretreatment facilities;

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- I. Any other information as may be deemed by the Director to be necessary to evaluate the permit application;
- m. Application Signatories and Certification. All wastewater discharge permit applications and Industrial User reports must contain the following Certification Statement and be signed by an authorized representative of the Industrial User:

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.

- (3) The Director or their representative shall review the application, may conduct an on-site inspection of the plant and any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the permit. If the tentative determination is to issue the permit, the Director shall draft the permit in accordance with the Regulation and State regulations. The draft industrial wastewater discharge permit will be submitted to SCDHEC for review and approval. The User shall have thirty (30) days from the receipt of the draft permit to review and comment on the draft permit. The Director shall issue the final permit at the end of the comment period.
- (4) Permit Modifications. Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, or adoption of a Local Limitation, the permit of Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a User, subject to a National Categorical Pretreatment Standard, or Local Limitation, has not previously submitted an application for a permit, the User shall apply for a permit within one-hundred eighty (180) days after the promulgation of the National Categorical Pretreatment Standard. In addition, the User with an existing permit shall submit to the OJRSA, within one-hundred eighty (180) days after the promulgation of an applicable standard, information regarding the nature and concentration of the regulated pollutant and a schedule for providing additional pretreatment, if necessary.
- (5) Other modifications of permits shall be subject to the same procedural requirements as the issuance of permits except the following changes may be made upon thirty (30) days' notice:
 - a. Modifications of the monitoring program contained in the permit;
 - b. Changes in the ownership of the discharge when no other change in the permit is indicated;
 - c. A single modification of any compliance schedule not in excess of four (4) months, or
 - d. Modification of compliance schedules in permits for new sources where the new source will not discharge until process or pretreatment facilities are operational;
 - e. Modifications incorporating new or revised Federal, State, or local pretreatment standards or regulations, or other modifications determined necessary by the Director under the Regulations.
- (6) Permit Conditions. The Director shall have the authority to grant a permit with such conditions attached as he/she believes necessary to achieve the purpose of these

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Regulations, State Regulations, and Federal regulations. Such conditions shall include but are not limited to the following:

- a. A Statement of Duration (in no case more than five year) indicating the permit issuance date, expiration date, and effective date;
 - b. A Statement of non-transferability;
 - c. Applicable effluent limits, including Best Management Practices, based on National Categorical Pretreatment Standards or Local Limitations;
 - d. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or Best Management Practices) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
 - e. The process for seeking a waiver from monitoring for a pollutant neither present, nor expected to be present, in accordance with Section 6.4;
 - f. Requirements to control slug discharges (if determined by the Director to be necessary) and Notification requirements for slug discharges as defined by R61-9 Part 403.5(b);
 - g. A Statement of applicable civil and criminal penalties for violation of pretreatment standards, requirements and permit conditions;
 - h. Any grant of the monitoring waiver by the Director in accordance with Section 6.4 of this Regulation;
 - i. A compliance schedule that outlines dates and actions for obtaining compliance with final limitations or other pretreatment requirements.
- (7) Permit Duration. Permits may be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than one (1) year or may be Stated to expire on a specific date. The User shall apply for permit reissuance a minimum of one-hundred eighty (180) days prior to the expiration of the permit.
- (8) Permit Transfer. Wastewater discharge permits are issued to a specific User for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new User, different premises, or a new or changed operation. In such event a new application shall be submitted with full information. This application will be expedited if the new owner or operator certifies:
- a. That there is no immediate intent to change the facility's operation and process;
 - b. The date the new owner or operator shall take over; and
 - c. Acknowledgement is made that the new owner or operator has full responsibility for complying with the existing wastewater discharge permit.

6.2 Baseline Reporting Requirements for Permittee

- (1) Within 180 days after the effective date of a National Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under R61-9 403.6, whichever is later, existing SIUs subject to such National Categorical Pretreatment Standards shall be required to submit to the Director a report which contains the information required in R61-9 403.12 and applicable Federal regulations. At least ninety days prior to commencement of discharge, new sources and sources that become SIUs, subsequent to the promulgation of an applicable National Categorical Pretreatment Standard, shall be required to submit to the Director a report which contains the information required in SCDHEC R61-9.
- (2) The Director shall require appropriate reporting from those SIUs not subject to National Categorical Pretreatment Standards. Reports required by R61-9 403.12 and these Regulations shall be signed by an authorized representative of the SIU.

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- a. Users described above shall submit the information set forth below:
 - i. All information required in Section 6.1 of this Regulation.
 - ii. Measurement of pollutants.
 - 1. The User shall provide the information required in Section 6.1(2).
 - 2. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - 3. 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 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 R61-9 403.6(f) this adjusted limit along with supporting data shall be submitted to the OJRSA.
 - 4. Sampling and analysis shall be performed in accordance with Section 7.3.
 - 5. The Director 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.
 - 6. 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.
 - iii. Compliance Certification. A Statement, reviewed by the User's Authorized Representative as defined in Section 1.2 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.
 - iv. 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 6.5 of these Regulations.
 - v. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 6.11 of these Regulations and signed by an Authorized Representative as defined in Section 1.2.

6.3 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 the Director a report containing the information described in

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Section 6.1 of this Regulation. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 4.3, this Regulation 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 Section 6.1 of this Regulation. All sampling will be done in conformance with Section 7.3.

6.4 Periodic Compliance Reports

- (1) All Users shall notify the Pretreatment Coordinator immediately of discharges that could cause problems, including any slug discharges.
- (2) Sampling and analysis must be performed by the User and submitted on the User self-monitoring report form.
- (3) If a User subject to these reporting requirements monitors any regulated pollutant at the location(s) designated in the discharge permit more frequently than required by the Pretreatment Coordinator or the Director, the results of this monitoring shall be included in the report in accordance with 40 CFR Part 136.
- (4) Any User subject to a National Categorical Pretreatment Standard, after the compliance date of such National Categorical Pretreatment Standard, or in the case of a new source, after commencement of the discharge into the POTW, shall submit to the Pretreatment Coordinator at the frequency required in the Industrial User permit, unless required more frequently in the National Categorical Pretreatment Standard or by the Director, a report indicating the nature and concentration of pollutants in the effluent which are limited by such National Categorical Pretreatment Standards. In addition, this report shall include a record of all measured or estimated average and maximum daily flows during the reporting period. At the discretion of the Pretreatment Coordinator, and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Director may agree to alter the months during which the above reports are to be submitted. The Director may impose mass limitations on Users which are using dilution to meet applicable National Categorical Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations is appropriate. In such cases, the required periodic reports shall indicate the mass of pollutants regulated by National Categorical Pretreatment Standards in the discharge of the User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Director, of pollutants contained herein which are limited by the permit or applicable National Categorical Pretreatment Standard.
- (5) The Director shall require appropriate reporting from those Users with discharges that are not subject to National Categorical Pretreatment Standards. SIUs shall submit to the Director at least once each quarter (on dates specified by the Director) a description of the nature, concentration, and flow of the pollutants in the discharge which are limited by Pretreatment Standards. In cases where the Pretreatment Standard requires compliance with a Best Management Practices (BMP) or pollution prevention alternative, the User must submit documentation required by OJRSA for the Pretreatment Standard necessary to determine the compliance status of the User.
- (6) The OJRSA 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

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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 R61-9 403.12(e)(2)]. This authorization is subject to the following conditions:

- a. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable Categorical Standard and otherwise includes no process wastewater.
- b. 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 five (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.
- c. In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one (1) sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
- d. The request for a monitoring waiver must be signed in accordance with Section 1.2 and include the Certification Statement in Section 6.1 (R61-9403.6(b)(2)(ii)).
- e. 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.
- f. Any grant of the monitoring waiver by the Director 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 Director for three (3) years after expiration of the waiver.
- g. Upon approval of the monitoring waiver and revision of the User's permit by the Director, the Industrial User must certify on each report with the Statement in Section 6.1(2)(m), that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.
- h. 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 in Section 6, or other more frequent monitoring requirements imposed by the Director and notify the Director.
- i. This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.
- j. All periodic compliance reports must be signed and certified in accordance with Section 6.1 of this Regulation.
- k. 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.
- l. All monitoring waivers must be approved by SCDHEC.

6.5 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 6.1 of this Regulation:

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- (1) 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);
- (2) No increment referred to above shall exceed nine (9) months;
- (3) The User shall submit a progress report to the Director 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
- (4) In no event shall more than nine (9) months pass between such progress reports to the Director.

6.6 Reports of Changed Conditions

- (1) Each User must notify Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least five (5) days before the change.
- (2) The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6.1 of this Regulation.
- (3) The Director may issue an individual wastewater discharge permit under Section 6.1 of this Regulation or modify an existing wastewater discharge permit under Section 6.1 of this Regulation in response to changed conditions or anticipated changed conditions.

6.7 Reports of Potential Problems

- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge, or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify OJRSA of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- (2) Within five (5) days following such discharge, the User shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such 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.
- (3) 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 6.7(1). Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
- (4) SIUs are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

6.8 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify OJRSA within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if OJRSA performs sampling at the User's facility at least once a month, if OJRSA performs sampling at the User between the time when the initial sampling was conducted and the time when the User or OJRSA receives the results of this sampling.

6.9 Notification of Discharge of Hazardous Waste

- (1) SIUs shall promptly notify the Director in advance of any substantial change in the volume or character of pollutants in their discharge in excess of the amounts allowed in the discharge described in the application or the permit, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under R61-9 403.12.
- (2) SIUs shall notify the Director, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include:
 - a. Name of the hazardous waste as set forth in 40 CFR part 261;
 - b. The EPA hazardous waste number; and
 - c. The type of discharge (continuous, batch, or other).
- (3) If the SIU discharges more than one hundred kilograms (100 kg) of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the SIU:
 - a. An identification of the hazardous constituents contained in the wastes;
 - b. An estimation of the mass and concentration of such constituents in the wastewater discharged during that calendar month; and
 - c. An estimation of the mass of constituents in the wastewater expected to be discharged during the following twelve (12) months.
- (4) SIUs shall provide the notification no later than one-hundred eighty (180) days after the discharge of the listed or characteristic hazardous waste. Notification need be submitted only once for each hazardous waste discharge. However, notifications of changed discharges must be submitted under R61-9 403.12(g). The notification requirement does not apply to pollutants already reported under the self-monitoring requirements of R61-9 403.12(b), (d), and (e). Users are exempt from the requirements during a calendar month in which they discharge no more than fifteen kilograms (15 kg) 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 kilograms (15 kg) 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 SIU discharges more than such quantities of any hazardous waste do not require additional notification.
- (5) 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 Industrial User shall notify the Director, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

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- (6) In the case of any notification, the SIU 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.

6.10 User Records

- (1) Users subject to the reporting requirements of these Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Regulation, 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 Section 4.4 C. Records shall include:
- a. The date, exact place, method, time of sampling, and the name of the person(s) taking the samples;
 - b. The dates analyses were performed;
 - c. Who performed the analyses;
 - d. The analytical techniques or methods used; and
 - e. The results of such analyses.
- (2) 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 OJRSA, or where the User has been specifically notified of a longer retention period by the Director.

6.11 Certification Statements

Certification of Pollutants Not Present.

Users that have an approved monitoring waiver based on Section 6.4 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 _____ [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 Section 6.4 of this Regulation.”

6.12 Confidentiality

Information and data on a User obtained from reports, questionnaires, discharge applications, monitoring programs, and from inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the User. When requested by the person furnishing the report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public. It shall, however, be made available upon written request to governmental agencies for uses related to these Regulations, the NPDES Permit, or other uses determined appropriate by the Director. The information shall be available for use by the State in judicial review or enforcement proceedings involving the person furnishing the information. Wastewater constituents and characteristics shall not be recognized as confidential information.

Section 7 – Sampling and Monitoring

7.1 Right of Entry

Whenever it shall be necessary for the purposes of this Regulation and upon presentation of proper credentials and identification, OJRSA personnel shall be permitted to enter upon any property of Users to determine whether the User is complying with all the requirements of these Regulations and any individual wastewater discharge permit or order issued hereunder. Users shall allow OJRSA personnel ready access to all parts of the premises for the purpose of inspecting and copying records, facility inspection, observation, measurement, sampling, or testing. Any User completing and filing an application to discharge wastewater shall thereby grant the OJRSA permission to enter their premises for said purposes. 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, OJRSA personnel shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

7.2 Compliance Determination

Compliance determinations, with respect to prohibitions and limitations, shall be made on the basis of composite and discrete samples of wastewater. Composite samples may be taken over a twenty-four (24) hour period, or over a different time span, as determined necessary by the Director to meet the needs of specific circumstances.

- (1) OJRSA personnel shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- (2) OJRSA 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.
- (3) 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 Director and shall not be replaced. The costs of clearing such access shall be borne by the User.
- (4) Unreasonable delays in allowing OJRSA personnel access to the User's premises shall be a violation of this Regulation.

7.3 Analysis of Industrial Wastewaters

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. 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 the Director or other parties approved by EPA.

7.4 Sampling Frequency

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Sampling of industrial wastewater for the purpose of compliance determination with respect to prohibitions and limitations shall be done at such intervals as the Director may designate. As a minimum, the OJRSA shall conduct compliance sampling or to cause such sampling to be conducted on all SIUs once every calendar year. Sampling performed by the SIU must adhere to the conditions set forth in the industrial wastewater discharge permit.

7.5 Sample Collection

- (1) 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.
- (2) Except as indicated in Section 7.5(2) and 7.5(3), the User must collect wastewater samples using twenty-four (24) hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by OJRSA. Where time-proportional composite sampling or grab sampling is authorized by OJRSA, the samples must be representative of the discharge.
- (3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (3) For sampling required in support of baseline monitoring and ninety (90) day compliance reports required in Section 6.2 and 6.3 of these Regulations [R61-9 403.12(b) and (d)], 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, OJRSA may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (R61-9 403.12(b)(e)(g) and (h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

7.6 Sampling Structure

Any User discharging non-domestic wastewater into the public sewer system for treatment by the OJRSA may be required to construct and maintain a sampling structure at a location approved by the OJRSA. The purpose of this structure is so that a representative sample of the User's discharge to the sewer system may be collected. The sampling structure shall be located so as to be readily accessible to OJRSA personnel and shall be constructed in compliance with OJRSA specifications for these types of structures. The sampling structure may normally be located on the User's premises, but OJRSA may allow the structure to be located in public right-of-way in certain cases when an onsite location would be impractical.

7.7 pH Effluent Limitations Under Continuous Monitoring

Users shall maintain the pH of wastewater within the range set forth in Section 4.1(2)(d) except excursions from the range are permitted subject to the following limitations:

- (1) The total time during which the pH values are outside the required range of pH values shall not exceed two (2) hours in any calendar month; and
- (2) No individual excursion from the range of pH values shall exceed fifteen (15) minutes.

Section 8 – Enforcement

8.1 Enforcement Management Strategy

The Director shall enforce the provisions of this Regulation in accordance with the current OJRSA Attachment C in accordance with SC Code Ann. §6-11-285, §6-25-100, and other applicable law.

8.2 Administrative Remedies

- (1) Notifications of Violation. Whenever the Director finds that any person has violated or is violating these Regulations, a permit, or any prohibition, limitation, or requirement contained in these Regulations or permit, the Director may serve upon such a person an appropriate written notice stating the nature of the violation. An oral notice shall be sufficient in emergency circumstances. The Director may require a response to the notice of violation. When required in the notice, and within fifteen (15) days from the date of the notice, an explanation of the violation and a plan for the satisfactory correction thereof shall be submitted to the Director. Submission of this plan shall not relieve the person of liability for any violations occurring before or after receipt of the notice of violation. The classification of violations under these Regulations and permits are as follows: Notice of Violation (NOV) or a Notice of Significant Noncompliance (NOSNC). Reference is made to Attachment C as to these procedures.
- (2) Administrative Order. Three types of Administrative Orders are set forth for working with a User to come into compliance with the discharge permit. Each one is explained in detail below.
 - a. Consent Order. The Director is empowered to enter into Administrative Consent Orders, assuring of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the violation. Such orders may be negotiated in an Informal Conference. Such agreements shall include specific action to be taken by the person to correct the violation within a time period also specified by the Administrative Consent Order and contain other terms and conditions. Reference is made to Attachment C. A violation of an Administrative Consent Order shall constitute a violation or violations under this Regulation.
 - b. Compliance Order. When the Director finds that a User has violated, or continues to violate, any provision of this Regulation, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director 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.
 - c. Cease and Desist Order. The Cease and Desist Order is used as a remedy when other enforcement actions have failed to bring a User in compliance with their discharge permit.

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- i. When the Director finds that a User has violated, or continues to violate, any provision of this ordinance, a 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, the Director 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.
 - ii. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the User.
- (3) Notice to Show Cause at Adjudicatory Hearing. The Director may order any User who causes or is responsible for an authorized discharge or other violations to show cause at an Adjudicatory Hearing why a proposed enforcement action should not be taken. A notice shall be served on the User specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the User show cause why this proposed enforcement action should not be taken.
- (4) Service. The notice of the hearing to the User shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of the User.
- (5) Request by User for an Adjudicatory Hearing or for an Informal Conference Prior to Show Cause Hearing
 - a. Requests for an Adjudicatory Hearing must be served on the OJRSA within fifteen (15) days following any final administrative action or decision by the OJRSA on any violation, application, permit, certificate, or other licensing matter;
 - b. A request for an Informal Conference prior to the show because hearing may be made by a User but not to delay the hearing date. If the request is granted, an Informal Conference may be held by the Director or their designee to explore ways and means to obtain compliance by consent without the necessity of a formal Adjudicatory Hearing.
- (6) Record. At any hearing held pursuant to these Regulations, 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.
- (7) Hearing Officer. The Director may appoint a hearing officer or officers to preside over the Adjudicatory Hearing. The hearing officer may be an employee of the OJRSA or be specially appointed for such purpose. He shall have no connection with the preparation or presentation of the evidence at the hearing.
- (8) Procedure. The procedure for an Adjudicatory Hearing and other enforcement procedures are set forth in Attachment C of this Regulation.
- (9) Enforcement Orders. When the hearing officer finds that a User has violated or is violating the provisions, prohibitions, or limitations of these Regulations, 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:
 - a. Comply forthwith;
 - b. Comply in accordance with a compliance time schedule set forth in the Order;
 - c. Take appropriate remedial or preventative action in the event of a continuing or threatened violation;
 - d. Prohibit or reduce the discharge;

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- e. Provide wastewater storage or flow equalization;
 - f. Make payment by the User to cover added costs of handling and treatment costs and the administrative costs of the enforcement action;
 - g. Post performance bonds;
 - h. Act to take other steps to achieve compliance;
 - i. Pay fines and penalties;
 - j. Pay reasonable attorney's fees, hearing costs, reporting costs, and other expenses incurred by the OJRSA for the hearing or enforcement procedure.
- (10) Informal Conference Prior to Hearing Date. OJRSA may schedule an Informal Conference with the User and attempt to negotiate an enforceable Compliance Schedule by way of a Consent Agreement. The Consent Agreement may contain such other terms and conditions, including but not limited to, provisions for additional monitoring, full or partial cessation of discharge, interim limits, and payment of all administrative costs, expenses, attorney's fees, and civil penalties.
- (11) Administrative and Civil Penalties. A User may be fined up to two thousand dollars (\$2,000.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In case of monthly or long-term discharge limits, fines may be assessed for each day during the period of violation. The OJRSA shall have such remedies for the collection of such assessments as it has for collection of other service charges.
- (12) 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 regulations of the OJRSA.
- (13) Emergency Suspensions. The Director may suspend or revoke a User's permission to discharge when such action is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment or causes interference in conveyance system or treatment plant operations. Any User notified of revocation of permission to discharge shall immediately stop or eliminate its discharge. A hearing shall be held within fifteen days of the notice of revocation to determine whether the suspension may be lifted or the User's permit terminated. The User shall submit a detailed written statement describing the causes of the violations and the measures taken to prevent any future violations to the Director prior to the date of the hearing. In the event of a failure of the person to comply voluntarily with the order, the Director shall take such steps as deemed necessary including immediate severance of the sewer connection. The Director may reinstate the permission to discharge upon proof of the elimination of the violations.
- (14) Termination or Revocation of Permit. Any User who violates the conditions of these Regulations, or applicable State and Federal regulations, is subject to having their permission to discharge revoked. The Director may revoke a permit for the following reasons:
- a. Failure to factually report the wastewater constituents and characteristics of their discharge;
 - b. Failure to report significant changes in operations, or wastewater constituents and characteristics;
 - c. Refusal of reasonable access to the User's premises for the purpose of inspection and monitoring;
 - d. Failure to meet effluent limits;
 - e. Tampering with or deliberately altering monitoring equipment;

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- f. Falsifying self-monitoring reports;
- g. Changes in the POTW's NPDES permit, receiving stream water quality standards, POTW treatment plant process, sludge disposal practices or requirements, or other modifications of a similar nature that impact the OJRSA's ability to accept industrial wastewater;
- h. For causes necessitating an emergency suspension;
- i. Discharge of wastewater prohibited by these Regulations;
- j. Significant noncompliance with schedules, pretreatment standards or requirements, of any terms of the wastewater discharge permit or these Regulations;
- k. Non-payment of sewer User charge or other charges, fines, costs, and expenses.
- l. A User whose permission to discharge has been revoked may apply for new permission to discharge and shall pay all delinquent fees, charges, penalties, and such other sums as may be due to the OJRSA.

8.3 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 these Regulations, or any order or permit issued hereunder, or otherwise violates applicable law or the provisions of these Regulations or any order or permit issued hereunder, the Director may commence an action for appropriate legal or equitable relief in the Court of Common Pleas. The remedies provided by this Regulation are not exclusive.

8.4 Injunctive Relief

The Director, in the name of the OJRSA, may file in Common Pleas Court, a suit seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of these Regulations or other applicable law or regulation and the determination of the hearing examiner. Suit may be brought on behalf of the OJRSA, at the same time or separately, to recover any and all damages suffered by the OJRSA 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 the OJRSA. Such damages shall include, but not limited to, claims for damages, takings, losses, expenses, costs, fines, penalties, and attorneys' fees for which the OJRSA 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.

8.5 Criminal Violations

Facts or circumstances which tend to indicate a criminal activity by any User may be reported to the proper Local, State, and Federal law enforcement agencies for prosecution.

8.6 Performance Bonds

The Director may refuse to reissue a permit to any User which has failed to comply with the provisions of these Regulations or any order or previous permit issued hereunder unless such User first files with it a satisfactory bond, payable to the OJRSA, in a sum not to exceed a value determined by the Director to be necessary to meet the costs of any scheduled improvements and to achieve consistent compliance.

8.7 Discontinuance of Sewer Service for Non-Payment

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The Director shall have the right to discontinue sewer service to the property of a User of such service in the event of non-payment of sewer charges; provided that no discontinuation shall be made until the User shall have been given notice of their right to be heard in person or by counsel on the question of discontinuation before the OJRSA or any person designated by the OJRSA after not less than five (5) days written notice specifying the basis of discontinuation. The OJRSA or its agents shall have the right of entry in and upon the premises and the right of ingress and egress to determine the location of the service line, or to dig it up, or to uncover it for the purpose of disconnecting the service line from the property, or sealing, or plugging such line or any collection line, upon the notice as provided under the OJRSA regulations.

8.8 Tenant Responsibility

Where an Industrial User of property leases the 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 compliance with the provisions of these Regulations.

8.9 Vandalism

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance, or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in Section 8 of this Regulation.

8.10 Publication of Industrial Users in Significant Noncompliance (SNC)

The OJRSA shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by OJRSA, a list of the Industrial Users which, during the previous twelve (12) months, were in Significant Noncompliance with applicable pretreatment standards and requirements. This publication will be done during the first quarter of each year for the previous calendar year.

Section 9 – General Requirements

9.1 Application of Regulations

These Regulations shall apply to persons within the County of Oconee and to persons outside the County who, by contract with the OJRSA, are Users of the OJRSA wastewater facilities. The Director shall implement and enforce the provisions of these Regulations, and the governing body of the OJRSA shall adopt such regulations as it deems necessary to implement the provisions and requirements of these Regulations.

9.2 Use of System Constitutes Acceptance

The use of the wastewater treatment facilities of the OJRSA by any User shall constitute the User's consent and agreement to comply with and abide by the terms and conditions of these Regulations and the rules and regulations promulgated hereunder, including enforcement and penalty provisions.

Section 10 - Severability

If any provision, paragraph, word, section, or article of these Regulations are 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.

Section 11 - Conflict

All regulations and parts of regulations inconsistent or conflicting with any part of these Regulations are hereby repealed to the extent of such inconsistency or conflict.

Attachment A – Procedure for Acceptance of Hauled Waste

The purpose of this document is to provide guidance, policy and procedure for the approval and acceptance of all forms of Hauled Waste discharged at OJRSA facilities. This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

A.1 Definitions, Acronyms, and Abbreviations

Unless the context specifically indicates otherwise, the meaning of the terms, abbreviations and acronyms used in this Attachment shall be defined in Section 1 of the current version of the OJRSA SEWER USE REGULATION.

A.2 Authority and General Conditions

- (1) In accordance with Section 3.2 of the Regulation, the OJRSA is authorized to accept Hauled Waste originating within the OJRSA service area boundaries or Oconee County. Additionally, OJRSA may grant approval to accept Hauled Waste from locations outside of Oconee County or the OJRSA service area when it is determined that:
 - a. Due to matters of policy or regulation, inadequate receiving facilities, treatment limitations, equipment malfunction, nature or quantity of waste, or other factors there is no viable alternative for disposal of the Hauled Waste in the service area where it originates.
 - b. It is advantageous to OJRSA or the jurisdictional municipality for the Hauled Waste to be disposed of at OJRSA facilities.
 - c. The acceptance of the Hauled Waste provides a benefit to OJRSA or its treatment processes.
- (2) The terms and conditions for the acceptance of Hauled Waste from outside of the OJRSA service area shall typically be in writing and is subject to applicable inter-jurisdictional agreements.
- (3) All generators, transporters and dischargers of Hauled Waste must be in compliance with SCDHEC R61-56.1 and the OJRSA Sewer Use Regulation.

A.3 Specific Conditions

- (1) Acceptance of Hauled Waste
 - a. All Hauled Waste products shall only be accepted at a designated OJRSA receiving site by OJRSA permitted and properly licensed Hauled Waste Transporters.
 - b. Hauled Waste is accepted only during Normal Acceptance Hours. All deliveries outside of these hours will be considered an emergency and will be charged an Afterhours Acceptance Fee for each load in accordance with Attachment B of the Regulation. There will not be a surcharge for afterhours deliveries that are assisting the cities of Seneca, Walhalla, Westminster, or West Union with issues they are experiencing with their sewer conveyance systems or pump stations. These will be verified by the OJRSA in order to waive the surcharge.
 - c. Transporters must give a two (2) hour notice by telephone before delivering a load outside of Normal Acceptance Hours.
 - d. Haulers must report to the Administrative Building during Normal Acceptance Hours to register each load, even if there are multiple deliveries for one address or location.

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Registration will be completed by OJRSA Operations or Maintenance staff for Afterhours deliveries. The hauler is not to dispose of their load until registration has been completed in all cases.

- (2) Septic Tank Waste
 - a. OJRSA will accept residential septic tank waste originating from within the OJRSA's service area or Oconee County.
 - b. OJRSA may accept industrial or commercial septic tank waste (sanitary only) with prior approval. Approval must be requested and granted in writing prior to discharge at OJRSA facilities.
 - c. Septic tank waste originating outside of the OJRSA service area may not be discharged at OJRSA facilities without prior approval.
 - d. Each load of septic tank waste must be registered on the Hauled Waste Record Form with OJRSA administrative staff prior to discharge. The complete address and contact information for the origin of each septic tank must be legibly printed on the form.
 - e. Septic tank waste shall not be comingled or mixed with any other form of Hauled Waste prior to discharge at OJRSA facilities.
 - f. Acceptance of septic tank waste shall be subject to fees and charges as outlined in Attachment B of this Regulation. Additional fees and charges may be applied to wastes originating outside of the OJRSA service area.
- (3) Portable Toilet Waste
 - a. OJRSA will accept portable toilet waste originating from within the OJRSA Service Area.
 - b. Portable toilet waste to be accepted must consist of sanitary waste only.
 - c. Portable toilet waste originating outside of the OJRSA service area may not be discharged at OJRSA facilities without prior approval.
 - d. Each load of portable toilet waste must be registered with the OJRSA Records Clerk or Receptionist prior to discharge on the Hauled Waste Record Form. The complete address and contact information for the origin of the waste must be legibly printed on the form.
 - e. Portable toilet waste shall not be comingled or mixed with any other form of Hauled Waste prior to discharge at OJRSA facilities.
 - f. Acceptance of portable toilet waste shall be subject to fees and charges as outlined in Attachment B of this Regulation. Additional fees and charges may be applied to wastes originating outside of the OJRSA service area.
- (4) Fats, Oils, and Grease (FOG) Waste
 - a. OJRSA will accept FOG waste from FOG Traps or FOG Interceptors originating at Food Service Establishments (FSE) within the OJRSA service area.
 - b. FOG waste originating outside of the OJRSA service area may not be discharged at OJRSA facilities without prior approval.
 - c. Each load of FOG waste must be registered with the OJRSA Records Clerk or Receptionist prior to discharge on the Hauled Waste Record Form. The complete address and contact information for each FSE must be legibly printed on the form.
 - d. FOG waste shall not be comingled or mixed with any other form of Hauled Waste prior to discharge at OJRSA facilities.
 - e. Acceptance of FOG waste shall be subject to fees and charges as outlined in Attachment B of this Regulation. Additional fees and charges may be applied to wastes originating outside of the OJRSA service area.
- (5) Beneficial Waste

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- a. OJRSA may designate any source or form of Hauled Waste as beneficial waste. Beneficial Hauled Waste may be accepted at locations and under conditions not relevant or approved for other forms of Hauled Waste.
- b. Considerations for designation and acceptance as beneficial Hauled Waste shall be requested in writing to the attention of the OJRSA Director.
- c. Each request for beneficial Hauled Waste designation shall be reviewed by OJRSA on a case-by-case basis and approval shall be granted in an approval letter or contract. Special conditions, restrictions and limitations may apply.
- d. Fees, charges, credits or payments, as applicable, may be negotiated with the waste generator as a condition of acceptance of each designated beneficial Hauled Waste.

A.4 Hauled Waste Transporter Requirements

- (1) In accordance with Section 3.2 the Regulation, only properly SCDHEC-licensed and permitted Hauled Waste Transporters may discharge Hauled Waste at OJRSA facilities. Hauled Waste Disposal Permits shall be obtained from the OJRSA and shall be issued for a specified period not to exceed one (1) year.
- (2) Transporters are responsible for ensuring that any Hauled Waste discharged at OJRSA facilities is in compliance with all applicable regulations and that truck contents are as represented on each Hauled Waste Record Form. Each load of residential septic or FOG waste shall be accompanied by a complete and legible Septic Tank Discharge Record Form including the following signed certification statement:

I certify that the above information is correct and that I have performed appropriate investigation to ensure that the wastewater to be discharged is from no other source than a septic tank, FOG Trap or interceptor, originated in Oconee County or within the OJRSA service area, and to the best of my knowledge contains no hazardous, toxic or industrial material in any amounts. Furthermore, I understand that I am responsible for any adverse impacts resulting from the contents being discharged.

A.5 Inspection and Monitoring

In accordance with Section 7.1, OJRSA shall be permitted to inspect equipment, records, waste origination sites and other properties utilized by a Hauled Waste Transporters to ensure compliance with this Regulation. All Users of OJRSA facilities shall be subject to surveillance utilizing remote monitoring and recording equipment. Additionally, OJRSA may conduct or require sampling and monitoring of Hauled Waste to validate documentation or satisfy compliance requirements.

A.6 Fees and Charges

Fees and charges for septic tank and FOG waste originating in the OJRSA service area or Oconee County are established in Attachment B of the Regulation. Fees and charges for other forms of Hauled Waste or waste originating from outside the OJRSA service area will be established on a case-by-case basis as a part of the approval process. Hauled Waste Transporters or generators will not be allowed to discharge Hauled Waste at OJRSA facilities without proper payment of fees and charges.

A.7 Enforcement

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Any User who violates the provisions of this Regulation or fails to abide by any rules, requirements or procedures that OJRSA implements in support of this Regulation, will be subject to enforcement as outlined in Section 8. Enforcement may include fines and/or discontinuance of service and or use of OJRSA facilities.

Attachment B – Determination and Schedule of Fees and Charges

This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

B.1 Definitions, Acronyms, and Abbreviations

Unless the context specifically indicates otherwise, the meaning of the terms, abbreviations and acronyms used in this Attachment shall be defined in Section 1 of the current version of the OJRSA SEWER USE REGULATION.

B.2 Fees to Member Cities

- (1) The flow from the Member Cities is monitored by sewer meters that are strategically located throughout the OJRSA wastewater conveyance system and these meters are used to calculate fees for the cities on a monthly basis. The OJRSA bills the Member Cities directly a fee based on pro rata share of the annual OJRSA Operating Budget per Article III Section 3.02 of the Agreement between Oconee County and the Member Cities.
- (2) Base Fees for Member Cities. In order to determine the monthly fees for each of the Member Cities, the approved pro rata share percentages are applied to the total OJRSA Operating Budget to determine what the Annual Flow Allocation shall be for each Member City. The Monthly Allocated Flow is calculated by dividing the Annual Flow Allocation for the Member City by twelve (12) and this becomes the Monthly Base Fee.
- (3) Surcharges
 - a. The OJRSA flow meters are read on the first day of each month to determine what the fees shall be for each Member City. If a Member City has exceeded their Monthly Allocated Flow, a Surcharge fee is applied to the monthly invoice of the Member City. If the Member City is below the Monthly Allocated Flow for that particular month, they receive a credit against future Surcharges during that same Fiscal Year at the same rate per 1,000 gallons. If a credit remains at the end of the Fiscal Year, all credits are forfeited and the balance returns to zero (0) at the start of the next Fiscal Year.
 - b. Current Fees to Member Cities are listed in Table 1 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.
- (4) Customers Downstream of OJRSA Sewer Meters
 - a. OJRSA staff or designated party shall read the water meters for properties downstream of billing sewer meters and include the gallons used in the calculated bill to the appropriate Member City. The Member City will bill these customers for sewer service. These flows will not affect the pro rata share of the Member Cities since these unmetered customers were not included in the total metered sewer flows used to calculate the pro rata share.
 - b. Current Fees for Users Located Downstream of OJRSA Sewer Meters are listed in Table 2 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.
- (5) Residential or commercial Users that are on a public water supply but do not have a water meter or use a well shall be charged a fee as listed in Table 9 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

B.3 Impact Fees

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- (1) The requirement to pay Impact Fees shall apply to the following situations:
 - a. All new construction or new permitted flows where sewer will be transported and treated by the OJRSA.
 - b. Existing buildings that connect to sewer lines where sewer was not available in the past.
 - c. Changing the use of an existing building, such as from residential to commercial or industrial.
 - d. Expansion of an existing commercial or industrial building, adding employees, or other reasons as required by SCDHEC Regulation 61-67 Appendix A that will cause hydraulic loading to increase.
 - e. Subdividing an existing building into additional units (residential, commercial, or industrial).
 - f. Additional process wastewater added to an existing Industrial Discharge Permit.
- (2) Once permitted, these fees are non-refundable and cannot be transferred or credited to other properties.
- (3) Current Impact Fees are listed in Table 3 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.
- (4) Residential Users
 - a. The OJRSA uses ERUs as a base rate for single family residences where one (1) ERU equals 300 GPD. For apartments, condominiums, and other multi-family residential units the fee is one (1) ERU per each unit. Calculations for outbuildings, shops, or other commercial or industrial uses will be addressed separately from a single-family residential property if the units are co-located on a single parcel.
 - b. In all cases, an entity shall be charged for a minimum of one (1) ERU per unit. If additional capacity is necessary, that can be charged in fractions up to one one-thousandths (0.001) beyond the one (1) ERU minimum. Example: If 460 GPD is necessary, that will constitute 1.533 ERUs. To determine the Impact Fee amount due, multiply 1.533 by the current Impact Fee.
- (5) Commercial and Industrial Users
 - a. The OJRSA calculates fees for commercial and industrial establishments based on 300 GPD as being equal to one (1) ERU.
 - b. Impact Fees for commercial and industrial facilities are calculated using the SCDHEC Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities (SCDHEC Regulation 61-67 Appendix A). The only exception to 61-67 Appendix A is to utilize 0.200 GPD per square foot of floor space for the following: Grocery Stores, Offices/Small Stores/Business/Administration Buildings, and Shopping Centers/Large Department Stores/Malls.
 - c. In all cases, an entity shall be charged for a minimum of one (1) ERU per unit. If additional capacity is necessary, that can be charged in fractions up to one one-thousandths (0.001) beyond the 1 ERU minimum. See the example in B.3(4)(b) of Attachment B in this Regulation.
 - d. An increase in the Impact Fee can be determined at the time of the initial permit or anytime thereafter at the current rate as approved by the OJRSA Board of Commissioners.
 - e. Permitted process flows for Industrial Users are based upon the actual quantity of flow requested on the OJRSA Industrial Discharge Permit Application and Questionnaire or as Stated in the SCDHEC Construction Permit for Water/Wastewater Facilities application form. The sum of the fees for the number of employees and process wastewater represent the total Impact Fees for an industrial facility.

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- f. Industrial pretreatment facilities are inspected and audited annually and additional fees will apply for increases in the number of employees or other causes for increased flow.
- (6) **Equivalencies**
- a. Equivalencies apply to new commercial and industrial applications for locations where there is a residential, commercial, and industrial unit that previously had a structure(s) connected to the public sewer system of a Member City.
 - b. A Member City shall submit an Equivalency Form to the OJRSA certifying they do not see an increase in usage capacity needed for the new owner or tenant. Once the form is received, the property is researched by the OJRSA to determine what the previous use was in order to compare it with the proposed new commercial/industrial usage in terms of water use based on the SCDHEC Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities (SCDHEC Regulation 61-67 Appendix A); see Section B.3(5) of Attachment B.
 - c. **Issuing Equivalencies**
 - i. If the applicant uses less than or equal to the same volume of water as the previous occupant, they are considered Equivalent. If a facility is deemed Equivalent, it will receive a credit of 300 gallons per day (GPD) and the OJRSA will approve the Equivalency Form by signature and return it to the city providing sewer service.
 - ii. Any flow above 300 GPD will be addressed using the methods and calculations as described in Section B.3(6) of Attachment B. The only exception to this protocol is that if the previous commercial or Industrial User's volume was based solely on the number of employees and that number will increase with the new business.

B.4 Tap Fees

In addition to Impact Fees, all new connection lines that physically join with the OJRSA sewer conveyance system must pay tap fees as stated in Table 4 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document. All work must be in accordance with the Attachment F of the OJRSA SEWER USE REGULATION.

B.5 Other Residential User Fees

Including fees previously documented in this Attachment, residential Users are also subject to the additional applicable fees as listed in Table 5 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

B.6 Other Commercial and Industrial User Fees

Including fees previously documented in this Attachment, commercial and industrial Users are also subject to the additional applicable fees as listed in Table 6 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

8.7 Industrial Pretreatment Billing of Expenses

In addition to other fees indicated above, Industrial Users subject to pretreatment requirements shall also be charged for expenses on a quarterly basis based on Table 7 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

B.8 Hauled Waste Program Fees

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Current Hauled Waste Fees are listed in Table 8 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

B.9 Fats, Oils, and Grease (FOG) Fees

- (1) Current FOG Fees are listed in Table 9 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.
- (2) Generators shall pay the following fees:
 - a. Design and specifications review and approval fee for new, replacement, or modified FOG Control Devices;
 - b. A FOG Permit Application Processing and Renewal Fee as needed to ensure compliance with, or in response to Noncompliance with, the Regulation;
 - c. Inspection and administrative fee; and
 - d. All laboratory analyses fees associated with the discharge from the Generator's facility.
- (3) Hauled Waste Transporters shall pay fees as stated in B.8 of this Attachment.

B.10 Other Fees

Other Fees are listed in Table 10 of the supporting SUPPLEMENT TO ATTACHMENT B OF THE OJRSA SEWER USE REGULATIONS – FEES AND CHARGES document.

Attachment C – Enforcement Management Strategy

This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

C.1 Definitions, Acronyms, and Abbreviations

Unless the context specifically indicates otherwise, the meaning of the terms, abbreviations and acronyms used in this Attachment shall be defined in Section 1 of the current version of the OJRSA SEWER USE REGULATION.

C.2 Methodology and Ranges of Enforcement Response

The OJRSA Pretreatment Department will consider the following criteria when determining a proper response to the violation and the context of the User's prior violations:

- (1) Magnitude of the violation
 - a. Unless a violation is Significant Noncompliance as defined in the OJRSA Sewer Use Regulation, then the OJRSA Pretreatment Department will usually start with the minimum enforcement action; however, for severe violations that threaten the public health, environment, damage public and/or private property, penalties can be more stringent.
 - b. Once a violation triggers SNC, the Pretreatment Department shall issue an Administrative Order. This order may include a schedule to come into compliance by a specific date if the User has not returned to compliance. The magnitude of the violation or severity is determined by whether the violation meets the definition of SNC. The magnitude of the violation will influence the type of enforcement action taken by the OJRSA Pretreatment department based on this evaluation.
- (2) Duration of the violation
 - a. Prolonged periods of violation should subject the Industrial User to escalating enforcement actions.
 - b. Enforcement escalation does not depend on the severity of the violation.
 - c. Violations which result in SNC will be treated more severely due to the guidelines set forth by the State and the Federal government regulations.
 - d. Extended periods of noncompliance are not tolerated and enforcement actions will be taken to prevent this from occurring.
 - e. Chronic noncompliance will be addressed with escalating enforcement actions up to and including termination of sewer service to stop the noncompliance.
 - f. Prolonged violations that result in harm to the POTW will be addressed by enforcement actions which include recovery of the costs to repair any damage.
- (3) Effect of the violation on the receiving water
 - a. Prevention of pass through of pollutants to the water body is a major component of the development of acceptable limits for the Industrial User.
 - b. Each water body has established limits for pollutants to protect the organisms that live in the receiving waters. Pollutants that do not degrade or breakdown in the POTW will exit the POTW and potentially cause environmental harm.
 - c. The minimum enforcement action will include an Administrative Order to include a penalty. The penalty will also include any penalties or fines paid by the POTW and may include damages for the destruction of natural resources or the POTW. Termination of sewer service may be an option if noncompliance continues uncorrected.

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- (4) Effect of the violation on the POTW
 - a. Any User who has a violation that impacts the POTW in any way will be assessed charges for correcting the impact.
 - b. The negative impacts include, but are not limited to, the following:
 - i. Significant increases in treatment costs;
 - ii. Interference with POTW treatment processes;
 - iii. Harm to the general public or POTW personnel;
 - iv. Equipment damage;
 - v. Negative operational changes;
 - vi. Damage to the conveyance system piping through pipe corrosion or blockage;
 - vii. Explosion in conveyance system or POTW; and/or
 - viii. Sludge contamination resulting in increased disposal cost.
 - c. Any labor costs or repair costs will be passed onto the User that caused the problem to occur.
 - d. Minimum enforcement actions will include an Administrative Order with associated penalties including cost recovery for the damage.
- (5) Compliance history of the User
 - a. The compliance history of a User will be evaluated when assessing the severity of the violation.
 - b. A User who has a pattern of recurring violations (same or different parameters or regulatory requirements) can be an indication that the User does not take wastewater issues seriously or their system is inadequately designed for the specific wastewater conditions.
 - c. A User that has recurring violations has an increased likelihood of causing future significant violations.
 - d. A User who has recurring violations may be dealt with more severely to ensure that compliance is achieved.
 - e. A recurring violation history will result in more advanced enforcement actions being assessed against a User.
- (6) Good faith of the User in reporting, and responding to, the violation
 - a. A User who takes measures to correct the violation and take care of any issues as quickly as possible will have shown good faith efforts.
 - b. Good faith is demonstrated by cooperation and completion of corrective measures in a timely manner.
 - c. This effort will be considered when deciding what enforcement actions will be taken.
 - d. Good faith does not eliminate the need to take an enforcement action.
 - e. Good faith is not defined as compliance with previous enforcement actions.
 - f. Recovery of costs from an upset will take place regardless of good faith actions that may have been taken.

C.3 Timeframes for Responses

- (1) The Pretreatment Department will respond to violations in accordance with the following; however, the OJRSA reserves the right to make exceptions to these timeframes.
 - a. All violations shall normally be identified and documented within ten (10) working days of receiving compliance information.
 - b. Initial enforcement responses involving contact with the User and requesting information on corrective or preventative action(s) will occur within thirty (30) days of violation detection.

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- c. Follow up actions for continuing or reoccurring violations will be taken within sixty (60) days of the initial enforcement response. For all continuing violation, the response will include a compliance schedule.
- d. Violations which threaten or affect health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or terminating service.
- e. All violations meeting the criteria for Significant Noncompliance shall normally be addressed with an enforceable order within thirty (30) to sixty (60) days of the identification of Significant Noncompliance event.

C.4 Industrial User Response to Noncompliance

- (1) Any instance of noncompliance must be verbally reported within twenty-four (24) hours of becoming aware of the violation to the OJRSA. An OJRSA 24-Hour Notification Form must also be submitted to report the violation.
- (2) The notification shall be followed by a written report, when required, within five (5) working days. The report of noncompliance shall include:
 - a. A description of the characteristics of the noncompliance;
 - b. Sampling results;
 - c. A statement of the cause of noncompliance; and
 - d. An account of the time and duration of noncompliance including dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and activities begin taken to reduce, eliminate, and prevent recurrence of the violation.
- (3) For noncompliance of permit limitations, repeat sampling for the parameters violated and submit the repeat results to the OJRSA Pretreatment department within thirty (30) days.
- (4) 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 POTW, persons or property, or environmental harm (i.e., fish kills, etc.); 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 laws.

C.5 Assignment of Responsibilities

- (1) The Pretreatment Coordinator for the OJRSA is designated by the Director to implement the Industrial Pretreatment Program and to enforce compliance with permits and regulations. It is the responsibility of the PC or person designated by the PC to coordinate the collection of evidence for use in enforcement actions, possible civil litigation, or criminal investigations. The PC may employ the services of any OJRSA employee or consultant in the collection of evidence. Due to the nature of the situation, it is conceivable that an illegal activity could be observed, sampled, or documented by any OJRSA employee, either through purposeful investigation or in the normal course of duties performed.
- (2) In the case of spills, slugs, bypasses, or other discharges of a short or non-continuous nature, whichever OJRSA employee or consultant is in position to do so may be used to collect evidence of the violation. The PC may employ the services of outside laboratories or consultants in the collection of evidence. OJRSA personnel, outside laboratories, or consultants may be called upon to collect wastewater samples for analysis, perform laboratory analyses, prepare visual evidence, compile and copy records, provide statements, or in any way assist the PC and the OJRSA's attorney(s) in preparing and executing enforcement actions.

C.6 Enforcement Response Guide (ERG)

- (1) The ERG is a matrix that establishes consideration for action based on the whether the noncompliance involves:
 - a. Sampling, monitoring, and reporting (Table C-1);
 - b. Compliance schedules (Table C-2);
 - c. Effluent limits (Table C-3);
 - d. Noncompliance detected through inspections, site visits, review of records, or field investigations (Table C-4); and/or
 - e. Other permit violations (Table C-5).
- (2) The matrices for each are listed in the tables within this Section and suggest a range of appropriate enforcement responses to various types of noncompliance and appropriate OJRSA personnel to implement those responses.
- (3) The suggested responses and personnel are guidelines and do not limit the OJRSA in its response to any given instance of noncompliance. The Director may delegate his/her role and authority in any enforcement action as deemed appropriate.
- (4) The legal basis for the ERG is the OJRSA SEWER USE REGULATION as well as State and Federal pretreatment regulations.
- (5) The terms and types of enforcement actions used in the ERG are defined in the Regulation.
- (6) The OJRSA Pretreatment Department may use initial enforcement actions such as an Informal Conference or Notice of Violation when the violation does not meet the criteria of Significant Noncompliance or when the User is cooperative in quickly resolving the problems.
- (7) Users in SNC or Users that fail to promptly correct any problems will incur more severe enforcement actions including up to termination of sewer service.
- (8) Enforcement actions will escalate when a User fails to return to compliance following the initial enforcement actions or recurring noncompliance is noted.
- (9) The enforcement actions chosen for a particular violation or group of violations will be appropriate and representative of the magnitude and nature of the violation. Enforcement actions for ongoing violations will be progressive and more severe as the violations continue. When violations are initially found, an enforcement action will be taken at that time. At the end of each calendar quarter, each user will be evaluated for SNC. If a user is found to be in SNC for the violation(s), then additional enforcement actions will be taken as delineated in this ERG. The enforcement actions taken will be adequate to promote a timely solution to the violations.

Table C-1: ERG for Sampling, Monitoring, and Reporting Violations

<u>Violation</u>	<u>Circumstances</u>	<u>Range of Response</u>	<u>Personnel</u>
Failure to sample, monitor, report, and/or notify	Isolated or infrequent failure to monitor, sample, or report all parameters in permit.	Phone call; NOV with response required within 10 days.	PC
	IU does not respond to NOV and/or AO.	AO; civil action; Adjudicatory hearing including penalty.	PC, Dir
	Frequent violations or SNC.	NOSNC; AO; Adjudicatory hearing including penalty; civil action; terminate sewer.	PC, Dir
	No response received.	Adjudicatory hearing; criminal	Dir

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		investigation.	
	Report is improperly signed or certified, first offense.	Phone call and/or NOV.	PC
	Report is improperly signed or certified after notice by POTW.	AO; Adjudicatory hearing; civil action.	PC
	Isolated not significant; Report less than 45 days late.	Phone call and/or NOV.	PC
	Significant - Report 45 days or more late - SNC.	NOSNC; AO to submit with penalty per additional day; civil action.	PC
	Reports are always late or no report at all.	AO and/or penalty; adjudicatory hearing; civil action / cost recovery; terminate sewer.	PC, Dir
	Failure to report slug, spill, or changed discharge - No harm to POTW and/or environment.	NOV; AO; civil action / cost recovery.	PC, Dir
	Failure to report slug, spill, or changed discharge - Results in harm to POTW and/or environment - SNC.	NOSNC; AO and/or penalty, civil action / cost recovery; adjudicatory hearing; terminate sewer.	PC, Dir
	Repeated failure to report slugs, spills, or changed discharge.	NOV; AO; civil action / cost recovery; Adjudicatory hearing; terminate sewer.	PC, Dir
Failure to notify of effluent limit violation, slug discharge, or bypass	Isolated or infrequent - No known effects.	Phone call and/or NOV - Response required within 10 days; AO.	PC
	No response received.	NOV; AO.	PC
	Frequent or continued violation.	NOV; AO; adjudicatory hearing and/or penalty; civil action.	PC, Dir
	Known environmental or POTW damage - SNC.	NOSNC; AO; Adjudicatory hearing and penalty; sewer ban; civil and/or criminal investigation.	PC, Dir
Minor sampling, monitoring, or reporting deficiencies (computational or typographical errors)	Isolated or infrequent.	Phone call and/or NOV; request corrected form.	PC
	Recurring deficiencies.	AO and/or penalty.	PC, Dir
Major or gross sampling, monitoring, or reporting deficiencies (missing information)	Isolated or infrequent.	NOV and/or AO; request corrected form.	PC
	Continued - Remains uncorrected 45 days or more - SNC.	NOSNC; AO; adjudicatory hearing; penalty.	PC, Dir
	Failure to monitor all pollutants as required by permit.	NOV and/or AO.	PC

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	Recurring failure to monitor, recurring missing information.	NOV; AO and/or penalty; civil action; criminal investigation.	PC, Dir
	Improper sampling, no evidence of intent.	NOV; AO.	PC
	Improper sampling - Evidence of negligence or intent.	AO; civil action; adjudicatory hearing; Criminal investigation; terminate sewer.	Dir
Reporting false information	Reporting false information - Any instance - SNC.	NOSNC; AO; Adjudicatory hearing; civil action; penalty; criminal investigation; terminate sewer.	Dir
Repetitive violations	Three (3) or more NOVs for the same parameter in twelve (12) month rolling period	Compliance schedule; AO; civil action / cost recovery; penalty.	PC, Dir
	Five (5) or more NOVs for any combination of parameters in twelve (12) month rolling period	Compliance schedule; AO; civil action / cost recovery; penalty.	PC, Dir

Table C-2: ERG for Compliance Schedules (construction phases or planning)

<u>Violation</u>	<u>Circumstances</u>	<u>Range of Response</u>	<u>Personnel</u>
Missed interim date	Will not cause late final date or other interim dates (less than 90 days).	NOV.	PC
	Missed milestone by 90 days or less, negatively affects final date, good cause for delay.	NOV; AO; civil action / cost recovery.	PC, Dir
	Missed milestone by 90 days or less, negatively affects final date, no good cause or delay.	NOV; AO; civil action / cost recovery; adjudicatory hearing; criminal investigation.	PC, Dir
	Missed milestone by more than 90 days whether or not affects final date, good cause for delay - SNC.	NOSNC; AO; civil penalty / cost recovery; judicial action.	PC, Dir
	Missed milestone by more than 45 days, will result in other missed interim dates or missed final date (no good or valid cause - SNC).	NOSNC; AO; adjudicatory hearing; penalty; civil action; terminate sewer.	PC, Dir
	Recurring violation or violation of schedule in AO.	NOV; AO; civil penalty / cost recovery; judicial action; request criminal investigation; terminate sewer.	PC, Dir
Missed final date	Violation due to force majeure	Require documentation of good or valid cause; adjudicatory hearing.	PC, Dir
	90 days or more outstanding - Failure or	AO; Adjudicatory hearing; penalty; civil action.	PC, Dir

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	refusal to comply - Without good or valid cause - SNC.		
Failure to install monitoring equipment	Delay of less than 45 days.	NOV; AO.	PC
	Delay of 45 days or more - SNC.	NOSNC; AO to begin monitoring (using outside contracts, if necessary) and install equipment within minimal time. Civil action. Penalty for each additional day. Temporary sewer ban.	PC, Dir
	Recurring failure to install monitoring equipment or violation of AO.	AO; adjudicatory hearing; civil action; criminal investigation; terminate sewer.	Dir

Table C-3: ERG for Effluent Limit Violations

<u>Violation</u>	<u>Circumstances</u>	<u>Range of Response</u>	<u>Personnel</u>
Exceeding final limits or permit limits (categorical, local, or prohibited)	Infrequent or isolated - Not significant; no damage to POTW and/or environment.	NOV.	PC
	Infrequent or isolated major violations; no damage to POTW and/or environment.	NOV; AO.	PC
	Infrequent or isolated major violations; damage to POTW and/or environment - SNC.	NOSNC; AO; civil action / cost recovery; adjudicatory hearing.	PC, Dir
	Violations that are recurring and/or SNC (meet chronic definition); no damage to POTW and/or environment.	If violation has already been corrected - NOSNC; AO; civil penalty / cost recovery; adjudicatory hearing; criminal investigation.	PC
	Recurring violations that are SNC; harm to POTW and/or environment.	NOSNC; AO with penalty; civil action / cost recovery; criminal investigation; terminate sewer.	PC, Dir
Exceeding interim limits (categorical or local)	Without known damages.	NOV and/or AO.	PC
	Results in known environmental or POTW damage - SNC.	NOSNC; AO; adjudicatory hearing; civil action.	PC, Dir
Reported slug load / accidental discharge	Isolated without known damage.	AO to develop slug plan; civil penalty / cost recovery.	PC, Dir
	Isolated with known interference, pass-through, or damage - SNC.	NOSNC; AO; Adjudicatory hearing; civil action / cost recovery.	PC, Dir
	Recurring - SNC.	NOSNC; AO; civil action / cost recovery; Adjudicatory hearing including penalty; terminate sewer.	PC, Dir
Discharge of untreated wastewater - spill, bypass,	Isolated; no harm to POTW and/or environment.	NOV.	PC

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or improper operation of pretreatment facility			
	Isolated with harm to POTW and/or environment - SNC.	NOSNC; AO; civil action / cost recovery; adjudicatory hearing; criminal investigation.	PC, Dir
	Recurring; no harm to POTW and/or environment.	AO to correct problems; civil action / cost recovery; adjudicatory hearing; criminal investigation.	PC, Dir
	Recurring; harm to POTW and/or environment - SNC.	AO to correct problems; civil action / cost recovery; adjudicatory hearing; criminal investigation; terminate sewer.	PC, Dir
Discharge without a permit or approval	One time without known environmental or POTW damage; User unaware of requirement.	NOV; include application for permit.	PC
	Continuing violation without known environmental or POTW damage; User fails to apply for permit after notice - SNC.	AO; adjudicatory hearing including penalty; civil action / cost recovery; criminal investigation; terminate sewer.	PC, Dir
	One time that results in environmental and/or POTW damage; User unaware of requirement - SNC.	AO to include application for discharge; adjudicatory hearing; civil action; cost recovery.	PC, Dir
	Continuing violation with known environmental or POTW damage - SNC.	Adjudicatory hearing, civil action / cost recovery; criminal investigation; terminate sewer.	Dir
	First Offense - User aware of requirement.	AO to include application for discharge; adjudicatory hearing; civil action; cost recovery.	PC, Dir
	Failure to submit required documentation for permitting or renewal.	AO; civil penalty / cost recovery; criminal investigation; terminate sewer.	PC, Dir
	Nonpermitted discharge (failure to renew permit)	IU has not submitted questionnaire within 10 days of due date.	NOV - Response required within 10 days.

Table C-4: ERG for Noncompliance Detected Through Inspections, Site Visits, Review of Records, or Field Investigations

<u>Violation</u>	<u>Circumstances</u>	<u>Range of Response</u>	<u>Personnel</u>
Violation of analytical procedures	Minor noncompliance with approved analytical procedure, Any instance - No evidence of intent.	Phone call; NOV and/or AO.	PC
	Major noncompliance with approved analytical procedure, no evidence of	NOV; AO; civil action / cost recovery.	PC, Dir

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	negligence or intent.		
	Major noncompliance with approved analytical procedure, Evidence of negligence or intent - SNC.	NOSNC; AO; civil action / cost recovery; Adjudicatory hearing; criminal investigation; terminate sewer.	PC, Dir
Violation of permit condition	No evidence of negligence or intent.	NOV - Immediate correction required.	PC
	Evidence of negligence or intent - SNC.	Adjudicatory hearing; criminal investigation; sewer ban.	PC, Dir
Improper sampling	Unintentional sampling at incorrect location.	NOV.	PC
	Unintentional use of incorrect sample collection techniques.	NOV.	PC
	Unintentional use of incorrect sample type.	NOV.	PC
Entry Denial or consent withdrawn; copies of records denied; permission to photograph, videotape or electronically record image denied	Entry denied or consent withdrawn; Copies of records denied; electronic recordings denied.	Obtain warrant and return to IU; NOV; AO; civil action / cost recovery; adjudicatory hearing; criminal investigation; terminate sewer.	PC, Dir
Illegal discharge	No harm to POTW and/or environment.	NOV; AO; civil action / cost recovery; penalty; criminal investigation.	PC, Dir
	Discharge causes harm to POTW and/or environment and/or evidence of intent / negligence - SNC.	NOSNC; AO; civil action / cost recovery; Adjudicatory hearing; criminal investigation; terminate sewer.	PC, Dir
	Recurring Violation.	NOV; AO; civil action / cost recovery; Adjudicatory hearing; criminal investigation; terminate sewer.	PC, Dir

Table C-5: ERG for Other Permit Violations

<u>Violation</u>	<u>Circumstances</u>	<u>Range of Response</u>	<u>Personnel</u>
Wastestreams are diluted in lieu of treatment	Initial violation.	NOV; AO; civil action and/or penalty.	PC, Dir
	Recurring violation.	AO; Adjudicatory hearing; civil action / cost recovery; criminal investigation; terminate sewer.	PC, Dir
Failure to properly operate and maintain pretreatment facility	Does not result in harm, No damage to POTW and/or environment.	NOV - Response required within 10 days; AO; civil action / cost recovery.	PC, Dir
	Does result in harm, Damage to POTW and/or environment - SNC.	NOSNC; AO and/or penalty; civil action; adjudicatory hearing; terminate sewer.	PC, Dir
Inadequate record-keeping	Inspection finds files incomplete or missing (no evidence of intent).	NOV and repeat inspection; AO.	PC
	Recurring.	NOV; AO; civil action / cost	PC, Dir

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		recovery; penalty.	
Violation of any permit condition	Minor, no evidence of negligence or intent.	NOV.	PC
	Minor, evidence of negligence or intent.	NOV; AO; civil action / cost recovery.	PC, Dir
	Major violation of any permit condition, no evidence of negligence or intent.	NOV; AO; civil action / cost recovery.	PC, Dir
	Major violation of any permit condition, evidence of negligence or intent - SNC.	NOSNC; AO; civil action / cost recovery; Adjudicatory hearing; criminal investigation; terminate sewer service.	PC, Dir
Failure to mitigate noncompliance or curtail production	No damage to POTW and/or environment.	NOV; AO; civil action / cost recovery.	PC, Dir
	Damage to POTW and/or environment - SNC.	NOSNC; AO; civil action / cost recovery; adjudicatory hearing; criminal investigation; terminate sewer service.	PC, Dir
Failure to report additional monitoring	Inspection finds additional files or data.	NOV; response required within 10 days.	PC
	Recurring.	AO; civil action / cost recovery; penalty.	PC, Dir

Attachment D – Pretreatment Local Limits and Allocation Methodology

This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

D.1 Definitions, Acronyms, and Abbreviations

Unless the context specifically indicates otherwise, the meaning of the terms, abbreviations and acronyms used in this Attachment shall be defined in Section 1 of the current version of the OJRSA SEWER USE REGULATION.

D.2 Permit Review

- (1) After review of the User's Discharge Permit Application/Questionnaire form, the Standard Industrial Classification (SIC), and the North American Industry Classification (NAICS); the Director and/or SCDHEC may require that the User be issued a Wastewater Discharge Permit. The Permit itself may apply to either total industrial process discharge or to a combined sanitary/industrial wastestream discharge. The industrial process discharge may or may not be pretreated. Normally, sanitary/industrial combined wastestreams are discouraged for monitoring purposes.
- (2) During the review process, unique conditions are established for each industrial category. The final permit specifies the exact conditions which are applicable to the specific Permittee. In the Permit process, specific self-monitoring characterization of the wastewater is required for certain industrial categories. Every Permit has established selected pollutants for self-monitoring purposes. This is established through Categorical Pretreatment Standards or the pollutants that are present and/or are suspected of being present in the wastewater discharge. If the User has been determined to be Categorical, effluent parameters will be based upon the EPA's Categorical Standards. The effluent limits will be established to either Categorical Standards or Local Limits, whichever is more stringent. Limitations on all pollutants regulated by the Categorical Standards must be included in the Permit, even though the User may not discharge all of the regulated pollutants.
- (3) Reporting frequency is at the discretion of the Director. Contributing factors are: Categorical Requirements, potential of User's discharge to impact the Sewer System, volume of User's discharge, type and concentrations of pollutants in the wastestream, past compliance history, and reasonable potential to adversely affect the sewer system.
- (4) Permit limits will be developed based on the historical data from an industry and the industrial wastewater permit application. Permit limits will be based on need and pollutants of concern for the permitted industry.

D.3 Headworks Loading

The Industrial Pretreatment Department performs Headworks Analysis on the Coneross Creek Wastewater Treatment Facility as required by OJRSA's NPDES Permit. The purpose of the Headworks Analysis is to develop technically based limits for SIUs under the Pretreatment Program. The Headworks analyses is calculated through a required design loading program utilizing treatment efficiencies, process inhibition levels, and water quality criteria on the receiving stream. The information obtained from the Headworks Loading aids in the development of Industrial Permit Limits. Sludge disposal is a specific criteria on the total

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allowable loading for the Coneross Creek Wastewater Treatment Facility and may significantly alter total allowable loading. Total allowable loading is at the discretion of the Director.

Attachment E – Fats, Oils, and Grease (FOG) Control Program

This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

E.1 Purpose

- (1) The Fats, Oils, and Grease (FOG) Control Program has been developed in accordance with Section 2.12 of the Regulation. The purpose of this document is to provide for the regulation of the collection, control, and transportation of non-hazardous FOG of animal or vegetable origin generated by Users. All Users, including FOG Generators, such as Food Service Establishments, must comply with established grease limits as contained in the OJRSA Sewer Use Regulation 4.2.
- (2) Compliance with this Regulation in support of the FOG Control Program shall be evaluated based on the following criteria:
 - a. Properly sized and approved FOG Control Devices;
 - b. Implementation of Best Management Practices (BMPs);
 - c. Regularly scheduled maintenance of FOG control device(s);
 - d. Documentation of maintenance and proper disposal;
 - e. Employee education and training; and/or
 - f. Demonstrated adherence to established quantitative limit(s), concentration or mass, as measured at the nearest accessible point prior to Generator's connection to the public sewer.

E.2 Definitions, Acronyms, and Abbreviations

Unless the context specifically indicates otherwise, the meaning of the terms, abbreviations and acronyms used in this Attachment shall be defined in Section 1 of the current version of the OJRSA SEWER USE REGULATION.

E.3 Duties

- (1) The Director has the authority to enforce compliance with permits and regulations. Acting under the Director is the Pretreatment Coordinator or his/her assigned representatives, who shall be responsible for implementing this Regulation.
- (2) The Pretreatment Coordinator or their assigned representatives shall be responsible for all administrative actions such as inspections, plan review, analyses, and records maintenance.
- (3) Any reference to OJRSA within this Regulation as the responsible or authoritative party shall mean the designated and assigned OJRSA representatives.
- (4) Duties regarding the enforcement of these requirements are outlined in Attachment C of this Regulation.

E.4 Applicability

- (1) The FOG Control Program is applicable to all Nonresidential Users who generate or transport FOG. The Regulation also applies to Hauled Waste Transporters of the FOG generated from these and other facilities.
- (2) All Users shall provide approved FOG Control Devices necessary to meet limits established in the Regulation or any permit issued by OJRSA.

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- (3) This Regulation does not apply to FOG waste removed from pumping stations or facilities owned and maintained by OJRSA or its Satellite Sewer Systems.
- (4) Food Service Establishments
 - a. All FSEs which are proposed, constructed, expanded, renovated, reconstructed, or change ownership shall meet the requirements included herein prior to opening, expanding, or reopening the FSEs.
 - b. All Users may be required to upgrade and/or modify FOG Control Devices to comply with the OJRSA Regulation. This includes, but is not limited to, proper sizing of FOG Control Devices, piping issues, manhole installation, and other appurtenances. All control devices shall be approved by OJRSA prior to installation.

E.5 Inspections

- (1) Provisions in the Regulation regarding monitoring, inspection, and right of entry to the Generator's facility and the Hauled Waste Transporter's vehicle and facilities are incorporated fully within these Regulations and shall be implemented to ensure that maintenance is being completed as recorded.
- (2) Generators shall provide access to OJRSA staff or its agents to inspect records and FOG Control Devices or obtain representative samples and perform other duties as necessary to ensure compliance.
- (3) Transporters shall provide OJRSA staff or its agents access to inspect records, obtain representative samples, and perform other duties as necessary to ensure compliance.

E.6 Permitting

OJRSA may issue a FOG Permit or other control document to Hauled Waste Transporters and Generators as a condition of use, or continued use, of OJRSA facilities and services. A FOG Permit may be issued to a single User or a group of Users with similar processes, practices, and wastewater characteristics. Although not necessary in all cases, FOG Permits may contain, but are not limited to, flow limitations, pollutant limitations, monitoring requirements and reporting requirements as well as any other conditions or requirements that OJRSA determines necessary to ensure compliance of the User and protection of the collection and treatment facilities.

E.7 Generator Requirements

- (1) Best Management Practices (BMPs)
 - a. All Generators shall have BMPs in place to control excessive discharges of FOG to the Public Sewer and to ensure proper performance of FOG Control Devices.
 - b. Examples of BMPs may include but are not limited to: scraping excess food from plates, pans and food containers into the trash before washing, having proper sink, floor sink, and dishwasher strainers on all drains, disposing of all yellow grease into proper recycling containers and procedures for observing and approving all maintenance activities that require access to the control device.
 - c. OJRSA will review BMPs and may require modifications as necessary to ensure compliance. For any kitchen drain not connected to a FOG Control Devices, the Generator shall maintain employee training and/or signage adequate to prevent discharge of FOG to such drains.
- (2) Inground FOG Interceptors are necessary and required for most Generators to be in compliance with established limits and standards. Requirements and details for FOG Control

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Devices are found in Attachment E of these Regulations. In some circumstances, FOG Traps may be allowed if:

- a. It is determined by OJRSA that a FOG Trap provides adequate control due to site specific conditions; or
 - b. It is determined by OJRSA that space or size constraints make an inground FOG Interceptor impractical and/or unserviceable.
- (3) FOG Control Devices shall be purchased, maintained, and secured by the Generator at the Generator's expense. It is the Generator's responsibility to ensure that proper maintenance of the device includes removal of all contents including floating materials, wastewater, and solids at a maintenance frequency which will allow proper operation of the FOG Control Device. The Generator will be responsible for observing and approving all pumping and cleaning activities as a condition of the disposal and treatment of wastewater and FOG material at OJRSA facilities.
- (4) It is the responsibility of the Generator, new or existing, to notify OJRSA prior to the purchase and installation of any FOG Control Device. Generators required to install new devices shall request and complete a Food Service Establishment Questionnaire. The survey, along with the FOG Control Device specifications, details, and plans must be submitted to OJRSA prior to installation. Based on the information provided by the Generator, the OJRSA will provide a written determination of the required FOG Control Device prior to installation. Additionally, the survey will be considered a request to discharge to the OJRSA system. Approval must be granted by OJRSA prior to connecting the device to the Public Sewer.
- (5) Prior to installation or modification of FOG Control Device, details of the details showing piping configurations shall be submitted to OJRSA. The details and installation shall comply with OJRSA Regulation as well as other applicable laws and building codes. OJRSA shall review the submittal within ten (10) days and shall recommend changes as appropriate. Construction approval shall be evidenced by a letter signed by an OJRSA authorized representative. Prior to commencement of construction or installation, the Generator shall secure applicable local building, plumbing, and other permits. The Generator shall notify OJRSA at least forty-eight (48) hours prior to backfilling the Fog Control Device and piping to request a final inspection of the installation. OJRSA may halt the completion of the installation or notify the local building inspector if the installation does not meet the requirements of this Regulation.
- (6) No Generator shall alter, modify, or change from original design specifications a required interceptor or any other FOG Control Device without written approval from an OJRSA authorized representative.

E.8 FOG Control Devices

- (1) No FOG Control Device shall be installed or replaced without OJRSA approval.
- (2) All FOG Control Devices are evaluated and approved in accordance with the requirements listed within this Section giving consideration to factors such as number of seats, menu, site plan and location.
- (3) OJRSA reserves the right to make determinations of FOG Control Device sizing and adequacy based on performance and condition and may require repairs to, modifications, or replacement of control devices as such.
- (4) OJRSA has established the following minimum requirements for the installation, operation, and maintenance of FOG Control Devices:
 - a. FOG Interceptor Requirements

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- i. FOG Interceptors shall be sized based on 20 gallons per seat for FSEs or 20 gallons per bed for healthcare facilities.
 - ii. Minimum FOG Interceptor size requirement is 1,000 gallons. Maximum single FOG Interceptor size is 2,500 gallons. If sizing requires more than 2,500 gallons, two or more tanks shall be installed in series.
 - iii. FOG Interceptors shall be installed in non-traffic areas where feasible. Traffic rated tops or tanks must be used in traffic areas.
 - iv. FOG Interceptors shall not be installed near garbage containment enclosures.
 - v. FOG Interceptor access manholes shall be installed with twenty-four-inch (24") metal covers and rings, and the ninety-degree (90°) tee shall be visible from all manholes. Access manholes shall extend at least to finished grade and be designed and maintained to prevent inflow and infiltration. Manhole covers shall be readily removable to facilitate inspection, FOG removal, and wastewater sampling activities and shall be kept clear of obstructions such as trees, shrubs, flowers, mulch, etc.
 - vi. A potable water supply (hose bib) shall be located near all FOG Interceptors for maintenance and cleaning.
 - vii. Vent lines from FOG Interceptors shall be vented according to local plumbing codes.
 - viii. Mop sinks, floor drains, floor sinks, three (3) compartment sinks, dishwasher output lines, and the pre-rinse of the dishwasher shall be connected to the FOG Interceptor.
 - ix. FOG Interceptors shall be maintained on an interval deemed appropriate by the OJRSA.
 - x. All FOG Interceptors shall be adequately secured against unauthorized access.
 - xi. Discharge of, or addition of, the following materials to an inground FOG Interceptor is strictly prohibited:
 1. Garbage Grinder waste;
 2. Water from refrigerator drain lines, beverage dispenser drain lines, ice machines, hand washing sinks, food prep sinks, showers, toilets, washing machines, and baths; and
 3. Emulsifiers, enzymes, biological, or chemical additives.
- b. FOG Trap Requirements
- i. All FOG Traps shall be constructed of non-metallic, non-corrosive materials.
 - ii. All FOG Traps shall be located above grade of floor.
 - iii. All FOG Traps shall be located to allow access for maintenance and inspection.
 - iv. A minimum FOG Trap size of twenty pounds (20 lb) and ten (10) GPM is required.
 - v. FOG Traps shall be maintained on a weekly basis. Modified maintenance schedules must be approved by the OJRSA.
 - vi. Food Service Establishments shall maintain a detailed, written log of FOG Trap maintenance.
 - vii. Discharge or addition of the following materials to an under-the-sink FOG Trap is strictly prohibited:
 1. Wastewater with a temperature higher than one-hundred forty degrees Fahrenheit (140°F);
 2. Wastewater discharged from a dishwasher;
 3. Acidic or caustic cleaners, i.e. lye or root killer.

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4. Wastewater discharged from a Garbage Grinder.
5. Fryer oil or grill trap FOG waste; and
6. Emulsifiers, enzymes, biological or chemical additives.

E.9 Hauled Waste Transporter Requirements

Hauled Waste Transporters shall:

- (1) Submit a log of all FSEs maintained to the OJRSA Pretreatment Coordinator by January 15 and July 15 of each year.
- (2) Use only disposal sites or methods approved in the Hauled Waste Disposal Permit that is issued to the Transporter.
- (3) Not transport hazardous materials and shall not mix septic tank contents or other holding tank waste with FOG waste. Hauled Waste Transporters permitted to discharge FOG and septage at OJRSA facilities shall not be used to pump, contain, or transport any other type of waste to avoid potential cross-contamination with hazardous or unapproved waste products.
- (4) Be responsible for determining the nature of the waste and completing a manifest before transport. For disposal at OJRSA facilities, a completed FOG Waste Disposal Record Form must accompany each load and be given to the OJRSA attendant prior to discharge. The form must contain signatures of both the driver and the Generator representative/owner where the waste originated.
- (5) Perform the following FOG Control Device maintenance activities:
 - a. Complete removal of all contents of the FOG Control Device rather than skimming the top grease layer. Top skimming, decanting or back-flushing of the device, its contents, septage waste, or other materials back into the FOG Control Device for the purpose of reducing the volume of waste to be hauled is prohibited. Vehicles capable of separating water from FOG shall not discharge separated water into the FOG Control Device or into the wastewater conveyance system.
 - b. Provide a thorough cleaning of the FOG Control Device to remove FOG buildup from inner walls and baffles.
 - c. Provide a completed disposal manifest with the Generator's representative signature to accompany each load of FOG waste to the disposal site.

E.10 Fees

Provisions in the Sewer Use Regulation regarding fees and charges shall be assessed to Generators and Hauled Waste Transporters as stated in Attachment B of these Regulations.

E.11 Compliance and Enforcement

- (1) Failure on the part of any Generator or Transporter to maintain continued compliance with any of the requirements set forth in this Regulation may result in the initiation of enforcement action. Violations of these provisions are subject to the enforcement provisions contained in Section 8 of the Regulation, which may include administrative and civil penalties. In addition, fines assessed for violations involving blockages, cleanup, or other occurrences requiring increased operations and/or maintenance expenses shall include the cost incurred by OJRSA or Satellite Sewer Systems for the cleanup or blockage removal. In accordance with the recovery of preventative expenses provisions contained in the Regulation, costs and expenses incurred by OJRSA for preventing interference or

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- adverse impact on the public sewer, may be charged to and paid by the discharger upon written notice.
- (2) A compliance schedule shall be developed and issued to FSEs found to be in violation of this Regulation or in need of the addition, repair or upgrade of a FOG Control Device. Accelerated compliance shall be required for Users which are found to be discharging FOG in sufficient quantities to cause blockages or necessitate maintenance on the wastewater conveyance system to prevent blockages. The FSE will be notified in writing of any compliance schedule or date. Compliance schedules shall contain milestones necessary to achieve compliance with the Regulation. Failure to meet a compliance schedule or component of a schedule shall be grounds for enforcement including monetary penalties. Any requests for extensions shall be made in writing to OJRSA at least thirty days in advance of the compliance date. The request shall include the reasons for failure to comply, additional time required for compliance, and steps taken to avoid further delays.
 - (3) OJRSA reserves the right to monitor, or require monitoring, of any Generator or Transporter to demonstrate compliance
 - (4) Violations may also be reported, as appropriate, to SCDHEC and local codes offices for further enforcement action.

E.12 Requests for Variance

- (1) Requests for a variance to any of the requirements or OJRSA implementation of the requirements contained in this Regulation must be submitted in writing to the OJRSA Pretreatment Coordinator within thirty (30) days of the Generator or Hauled Waste Transporter being notified of a requirement or compliance schedule. The request for variance must specifically state the reason for the request and how the User will ensure demonstrated compliance with established limits.
- (2) Conditional variances may be granted at the discretion of the Pretreatment Coordinator and will typically require additional control measures be placed on the User to ensure compliance which may include but are not limited to: additional maintenance requirements, more stringent BMPs, monitoring requirements, permit(s) and/or cost recovery. In no case shall a variance be issued in lieu of compliance with established numerical limits or when damage to the collection sewer is evident.

Attachment F – Specifications for Sewer Construction

This attachment is in support of the OJRSA SEWER USE REGULATION and in no way alters or supersedes any item or article contained therein.

All construction methods, materials, and details for sewer construction and connections to the OJRSA system must meet the minimum requirements stated within the current edition of the OJRSA TECHNICAL SPECIFICATIONS FOR SEWER CONSTRUCTION manual.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 19, 2019 (postponed)
COUNCIL MEETING TIME: 6:00 PM Meeting Date: 12/03/2019

ITEM TITLE [Brief Statement]:

Council approval to allocate matching funding not to exceed \$300,000 to the City of Seneca / Oconee County Electric Bus Expansion Project Grant No. SC-2018-018-00.

BACKGROUND DESCRIPTION:

In 2016, the City of Seneca applied for a Low or No Emission Program with the DOT/Federal Transit Administration. They received \$1,450,000 Federal Funds and the local match of \$500,000 for a total project cost of \$1,950,000. Oconee County provided a commitment letter of \$300,000 towards the matching dollars in April 2016. Due to delays in production, the requirement for allocating funding was not necessary at the time of approval.

The matching funding has been included in, and approved in the Oconee County FY2019-2020 budget. This match is for the purchase of two 35-foot Proterra Catalyst Buses.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : AVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: Oconee County \$300,000 and City of Seneca \$200,000

Approved by : _____ Grants

ATTACHMENTS

1. Grant Application Package
2. Letter from SC Department of Transportation

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation to approve the allocation of matching funds in an amount not to exceed \$300,000.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

SCDOT
South Carolina
Department of Transportation

July 9, 2018

Mr. Edward R. Halbig
Planning Director
City of Seneca
221 East North First Street
Seneca, SC 29679

RE: Contract No.: PT-9N739-01

Dear Mr. Halbig,

I am pleased to inform you that your request for mass transit assistance under the Section (5339(c)) – Low or No Emission Bus Program has been awarded.

The original contract and one copy are enclosed for your agency's official signature. The two-signed contracts must be returned to South Carolina Department of Transportation (SCDOT) within thirty days of the above mailing date. Contracts may be voided if not returned in the allotted timeframe. Upon receipt of all contracts and final signature by the appropriate persons, a copy of the executed contract and an official award letter to begin services will be returned to your agency.

If you have any questions or concerns, please contact me at (803) 737-0531 or solanam@scdot.org. To ensure prompt services, please reference your contract number when writing and/or calling.

Sincerely,


Anh M. Solan
Grants Coordinator

AMS/mr
Enclosures

Tracking # 9505 3119 9653 8213 1923 63



JD



South Carolina
Department of Transportation

August 10, 2018

Mr. Edward Halbig
City of Seneca
Post Office Box 4773
Seneca, South Carolina 29679

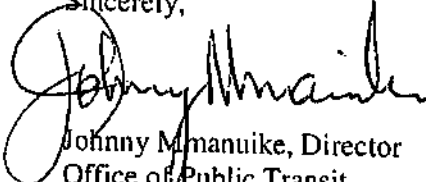
Re: Grant Agreement PT-9N739-01

Dear Mr. Halbig:

Enclosed is a fully executed subrecipient grant agreement for public transit assistance under the Low or No Emission Vehicle Deployment Program (Section 5339(b)). This letter serves as notice to proceed with the services and work as outlined in the contract.

If you have any questions or need additional information, please contact Renee Miller-Cotton, Regional Program Manager, at (803) 737-0822.

Sincerely,



Johnny M. Manuik, Director
Office of Public Transit

JKM:mbw

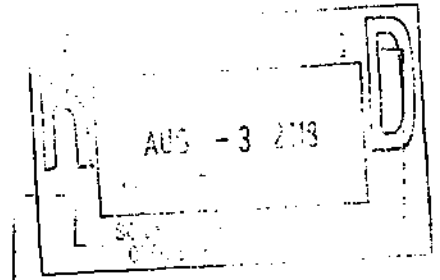
Enclosure

cc: Renee Miller-Cotton, Regional Program Manager, OPT
Michelle D. Rayford, Grants and Contracts Manager, OPT

File: OPT



SCDOT: PT-9N739-01
GRANT#: SC-2018-018-00
FY: 2018-2019



SUBRECIPIENT GRANT AGREEMENT BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
AND
CITY OF SENECA

SECTION I. GENERAL RECITALS

THIS SUBRECIPIENT GRANT AGREEMENT, made and entered into this 1st day of July, 2018 by and between the South Carolina Department of Transportation, Columbia, South Carolina, hereinafter referred to as "SCDOT", and City of Seneca, a public transit provider, organized and existing under and by virtue of the laws of the State of South Carolina, with its principal offices in Seneca, South Carolina, located at 221E. North 1st Street, hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, SCDOT and Subrecipient agree to work together in the development of the project as hereinafter more particularly described, and

WHEREAS, the Subrecipient shall perform the tasks as specified in the detailed Project Description and Scope of Service, hereinafter referred to as "ATTACHMENT A", for the contract period July 1, 2018 through June 30, 2022. The Subrecipient shall undertake and provide the services as described in "ATTACHMENT A" which reflects the Subrecipient's grant application on file with the SCDOT; and

WHEREAS, the Subrecipient has represented to SCDOT, through its application, that the Subrecipient is authorized, experienced and qualified to provide the services contemplated by this agreement and the SCDOT has relied upon such representation; and

WHEREAS, Section 57-3-110 of the Code of Laws for South Carolina authorizes SCDOT to enter into this agreement for such services.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF SUBRECIPIENT

The Subrecipient shall provide public transportation service in Oconee County, using federal earmark Low or No Emission Bus Program funds for capital assistance. A detailed project description and scope of services is attached hereto as "ATTACHMENT A" and specifically made a part of this agreement.

SECTION III. CERTIFICATIONS AND ASSURANCES

The Subrecipient shall submit to SCDOT all required certifications and assurances, including guarantees and declarations, as may be requested in the annual program announcement.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this agreement will be the date of execution as shown in Section I above. The period covered under this agreement is from July 1, 2018 to June 30, 2022. The Subrecipient shall begin work upon receipt of the SCDOT's written notice to proceed.

SECTION V. FEE AND COSTS

A. Compensation: For the services covered under this agreement, the Subrecipient shall be compensated by SCDOT as follows:

<u>CFDA #:</u>	<u>Federal Transit Administration (FTA):</u>	
20.509	Rural Program (Section 5311)	\$
20.513	Elderly Program (Section 5310)	\$
20.526	Capital Earmark (Section 5339)	\$ 1,450,000.00
20.507	Urban Program (Section 5307)	\$
20.521	New Freedom Program (Section 5317)	\$
20.516	Job Access Reverse Commute (Section 5316)	\$
20.515	Statewide Planning Funds (Section 5304)	\$
	<u>State Mass Transit (SMTF) Program:</u>	
	Match for Rural Program	\$
	Match for Urban Program	\$
	Match for Capital Earmark	\$
	Funds for Special Project	\$
	Maximum Funding Available through SCDOT	\$ 1,450,000.00

B. Funding Summary. The amount of compensation set forth in "ATTACHMENT B, FUNDING SUMMARY", attached hereto and specifically made a part of this agreement, represents a detailed funding summary for the project.

SECTION VI. MODE OF PAYMENT

Payment for all authorized and approved services and other items covered under this agreement shall be in accordance with the SCDOT/OFFICE OF PUBLIC TRANSIT (OPT), "Monthly Request For Reimbursements Instructions" included herein and made a part hereof by reference.

SECTION VII. GENERAL PROVISIONS

The SCDOT and the Subrecipient mutually agree as follows:

A. Master Agreement. The Federal Transit Administration Master Agreement, included herein by reference and made a part hereof, shall be followed subject to any additions, revisions or modifications required by the Federal Transit Administration, SCDOT and/or State of South Carolina. Any violation of a requirement in the Master Agreement applicable to the Subrecipient or this project may result in penalties to the violating party. Requirements that do not apply to Subrecipients or this project will not be enforced.

B. Drug-Free Workplace Certification. By execution of this agreement, Subrecipient certifies that it will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

C. South Carolina Illegal Immigration Reform Act. By execution of this agreement, Subrecipient certifies that it will comply with all applicable provisions of the S.C. Illegal Immigration Reform Act, Section 8-14-10, et seq. of the South Carolina Code of Laws.

D. Successors and Assigns. SCDOT OPT and Subrecipient each binds itself, its successors, and assigns to the other party, with respect to these requirements.

E. Third-Party Contracts. Because the project activities performed by a third-party contractor must be carried out in accordance with SCDOT, state and federal requirements, the Subrecipient agrees to include appropriate federal clauses for each third-party contract.

F. Reports and Deliverables. The Subrecipient shall submit to SCDOT reports, completed surveys and invoices in a timely manner. Failure on the part of the Subrecipient to comply with this requirement may result in suspension of expense reimbursements.

<u>Deliverable</u>	<u>Due Date</u>
Monthly Invoice	15 th of each month
Quarterly Grantee Progress Report	30 days after the end of quarter
State NTD report	Annually – Aug. 30 th
Final Invoice	30 days after end of contract period

G. OPT Audit Requirements. Subrecipients who receive SCDOT OPT administered funding must comply with Chapter 6 of the State Management Plan (and as amended) which incorporates the Uniform Guidance: 2 CFR 200.500 series (and as amended), State of South

Carolina Office of the State Auditor audit requirements and SCDOT OPT audit/review requirements. Audit reports must be submitted within the earlier of nine months after the Subrecipient's fiscal year end or within thirty days of receipt of the audit report. Subrecipients must comply with the following:

SCDOT Audit/Review Requirements:

1. Single/Program Specific Audit

In compliance with the single audit threshold established 2 CFR 200.501 of the Uniform Guidance, agencies who expended \$750,000 or more in federal assistance in the fiscal year under audit must submit a single audit or program-specific audits.

2. Financial Statement/Program-Specific Audit

a. Agencies not meeting the scope of an A-133 audit but who expended State Mass Transit Funds (SMTF) administered by SCDOT OPT in the fiscal year under audit must submit a financial statement or program-specific audit in compliance with the State of South Carolina Office of the State Auditor.

b. Agencies not meeting the scope of 1 or 2(a) above but who expended \$100,000 or more in federal funds administered by SCDOT OPT in the fiscal year under audit must submit a financial statement audit or a program-specific review for OPT administered program funds.

3. No Audit / Review Submission Required

Agencies not meeting requirements of 1 or 2 above are not required to submit an audit report to SCDOT.

4. Schedule of Budget to Actual

Regardless of the type of audit (program specific review) required to be submitted, subrecipients are to include a "*Schedule of Budget to Actual*" for each SCDOT OPT contract in which funds were expended, to include RTAP funds. The schedule shall:

- a. Identify Sub-recipient name, contract number, contract period and program period.
- b. Identify line item expenses by category (Administration, Operations, Capital Assistance etc.) for Federal and State awards received and Local funds used to pay expenses.
- c. For SCDOT OPT contracts that cross multiple agency fiscal years, in addition to (a) and (b), schedules are to identify prior period and current period expenses.
- d. Include notes to describe significant accounting policies used in preparing the "*Schedule of Budget to Actual*" (cash or accrual basis of accounting) in either the schedule or notes to the schedule.
- e. Examples of schedules are attached hereto and specifically made a part of this agreement as "Attachment C".

Audit Report Submission Requirements:

1. Copy of the audit report that includes the SCDOT OPT required Schedule of Budget to Actual. Two copies if sub-recipient also receive U. S. Department of Transportation Highway funds from other SCDOT Departments.
2. Copy of the Data Collection Form (SF-SAC) for A-133 audits, as required.
3. Copy of the letter in which the auditor "**noted certain matters to management in a separate letter**".
4. Copy of the agency's response to the letter to management identified in #3.
5. Copy of the agency's response to audit findings if not included in the report.

H. Changes or Modifications. All changes or modifications to this agreement must be in writing and signed by both parties.

I. Disadvantaged Business Enterprise. By execution of this agreement, the Subrecipient agrees to facilitate DBEs participation under the project specified herein this agreement. Subrecipient must also ensure that each third-party contractor at any tier of the project is required to comply with this provision. SCDOT OPT has established a three and half percent (3.5%) DBE Goal to be achieved through race-neutral means. In order for contracts/subcontracts with DBEs to be counted toward the goal, the firm must be certified by the South Carolina Unified Certification Program which is administered by the South Carolina Department of Transportation Office of Business Development and Special Programs.

J. Entire Agreement. This agreement, with the referenced attachments, constitutes the entire agreement between the parties and, except for modifications prepared in accordance with provisions hereof, there are no collateral contracts or agreements between the parties relating to this work. This agreement is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Signed, sealed and executed for the Subrecipient:

CITY OF SENECA

WITNESS:

Jana C. Kirby

By: [Signature] 7/31/18
(Signature) (Date)

Fed. ID #57-6000954
DUNS # 80-8335251

Title: CITY ADMINISTRATOR

Signed, sealed and executed for SCDOT:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WITNESS:

[Signature]

APPROVED BY:

[Signature] 8/10/18
Director Office of Public Transit Date

RECOMMENDED BY:

[Signature] 8/10/2018
Grants/Program Manager Date

COMMISSION APPROVAL DATE:

May 17, 2018

ATTACHMENT A

PROJECT DESCRIPTION/SCOPE OF SERVICES

The City of Seneca and Oconee County are partnering to add two 35' Proterra Catalyst zero-emission extended-range battery electric buses to the nation's first all-electric transit bus system. This procurement is part of a planned all-electric transit service expansion to two municipalities in rural Oconee County that have been seeking service for over five years. Furthermore, these buses will complement the existing fast charge fleet vehicles and help create a more robust transit network.

In 2014, Seneca received six battery electric buses and became one of the nation's first municipalities to deploy an all-electric fleet. Since going all-electric, Seneca's fleet has traveled over 250,000 miles without the purchase of a single gallon of diesel fuel. Seneca has successfully demonstrated the benefits of the battery electric bus technology and plans to build upon that success by procuring additional electric buses and expanding service to new areas.

Proterra, a leader in the design and manufacture of zero-emission vehicles will serve as the electric bus manufacturer for Seneca. Proterra's zero-emission heavy-duty buses allow fleet operators to significantly reduce operating costs while delivering clean, quiet transportation to local communities. The collective experiences of Seneca, CTE, and Proterra will be used to effectively and efficiently implement the proposed project.

Oconee County is providing local funds to support the project.

ATTACHMENT B
FUNDING SUMMARY

+

+

Seneca/SCDOT
FY 2017 FTA Low or No Emission Vehicle Deployment Program (Low-No)

USE OF FUNDS											
PROJECT BUDGET							5339 LoNo Budget				
Item Description	Partner	Qty	Unit Cost	State Tax Rate (if applicable)	Unit Cost	Project Total	Federal Share %	Local Share %	Total Federal Amount	Total Local Match	Total Project Budget
Buses											
Buses (35' Proterra Catalyst E2)	Proterra	2	\$ 693,600		\$ 693,600	\$ 1,387,200	69%	31%	\$ 951,856	\$ 435,344	\$ 1,387,200
Configurables/Options	Proterra	2	\$ 65,000		\$ 65,000	\$ 130,000	85%	15%	\$ 110,500	\$ 19,500	\$ 130,000
Paint/Wrap	Proterra	2	\$ 7,950		\$ 7,950	\$ 15,900	85%	15%	\$ 13,515	\$ 2,385	\$ 15,900
Spare Parts	Proterra	1	\$ -		\$ -	\$ -	85%	15%	\$ -	\$ -	\$ -
Diagnostic Tools & Laptop	Proterra	1	\$ 7,420		\$ 7,420	\$ 7,420	85%	15%	\$ 6,307	\$ 1,113	\$ 7,420
Data Access Tools	Proterra	2	\$ 1,500		\$ 1,500	\$ 3,000	85%	15%	\$ 2,550	\$ 450	\$ 3,000
Pre/Post Buy America Audit	CTE	1	\$ 11,200		\$ 11,200	\$ 11,200	85%	15%	\$ 9,520	\$ 1,680	\$ 11,200
Project Mgt & Tech Assistance	CTE	1	\$ 336,980		\$ 336,980	\$ 336,980	90%	10%	\$ 303,282	\$ 33,698	\$ 336,980
Bus Subtotal						\$ 1,891,700			\$ 1,397,530	\$ 494,170	\$ 1,891,700
Facilities											
Depot Chargers	Proterra	1	\$ 42,400		\$ 42,400	\$ 42,400	90%	10%	\$ 38,160	\$ 4,240	\$ 42,400
Depot Design/Build Services	Seneca	1	\$ -		\$ -	\$ -	90%	10%	\$ -	\$ -	\$ -
Depot Charger Installation	Proterra	1	\$ 15,900		\$ 15,900	\$ 15,900	90%	10%	\$ 14,310	\$ 1,590	\$ 15,900
Facilities Subtotal						\$ 58,300			\$ 52,470	\$ 5,830	\$ 58,300
Project Total						\$ 1,950,000			\$ 1,450,000	\$ 500,000	\$ 1,950,000

ATTACHMENT C

EXAMPLES OF SCHEDULE OF BUDGETED TO ACTUAL COSTS

AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
 For the Year Ended December 31, 2010

SAMPLE

Schedule 1

OPT Contract #
 Contract period:

MT- D8XXX - 87								
July 1, 2009 - June 30, 2010								
Actual Cost: Performance period:	Total Budget	Section 5311		SMTF*		Local		Total Program Variance
		Current Jan - Jun 10	Prior Period Jul - Dec 09	Current Jan - Jun 10	Prior Jul - Dec 09	Current Jan - Jun 10	Prior Jul - Dec 09	
ADMINISTRATION								
Personnel	195,672	36,135	117,403	4,891	14,676	4,891	14,676	3,000
Fringe Benefits	41,566	8,313	24,940	1,039	3,118	1,039	3,118	(1)
Professional Serv	8,725	2,233	3,979	279	498	279	498	959
Custodial Fees	2,500	300	1,500	37	188	37	188	250
Supplies	2,026	211	1,410	26	177	26	177	(1)
Utilities	12,081	2,416	7,249	302	906	302	906	-
Insurance								
Caualty & Liab.	5,667	-	4,534	-	567	-	567	(1)
Bond	7,497	-	5,998	-	750	-	750	(1)
Lease & Rental								
Office	26,640	5,328	15,984	666	1,998	666	1,998	-
Equipmt	7,027	1,406	4,216	176	527	176	527	(1)
Total Admin	309,401	56,342	187,213	7,416	23,405	7,416	23,405	4,204
OPERATIONS								
Personnel	178,652	22,331	66,995	11,165	33,498	11,165	33,498	-
Fringe Benefits	34,884	4,360	13,082	2,180	6,541	2,180	6,541	-
Contract Serv - Maint	76,396	9,167	21,391	4,583	10,696	4,583	10,696	15,280
Fuel & Lube	98,731	5,430	48,872	2,715	24,436	2,715	24,436	(9,873)
Miscellaneous								
Uniforms	1,890	189	756	95	378	95	378	(1)
Profes. Due & Sub	1,450	72	653	36	327	36	327	(1)
Total Ops.	392,003	41,549	151,749	20,774	75,876	20,774	75,876	5,405
CAPITAL								
30 ft. Bus	165,000	132,000		16,500		16,500		-
Van	40,000	32,000		4,000		4,000		-
Maint. Bldg	97,000	37,248	40,352	4,656	5,044	4,656	5,044	-
Maint. Equipment	12,500	3,000	6,000	375	750	375	750	1,250
Software	12,000	1,920	3,840	240	480	240	480	4,800
Total Cap.	326,500	206,168	50,192	25,771	6,274	25,771	6,274	6,050
Total program	1,027,904	304,059	389,154	53,961	105,555	53,961	105,555	15,659

Approved Budget **1,027,904**
 TI Federal Costs **693,213**
 TI State Costs* **159,516**
 TI Local Costs **159,516**

*State and required local match are identical

Budget over Actual **15,659**
 or Actual over Budget

SAMPLE

AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
For the Year Ended December 31, 2010

Schedule 2

OPT Contract #
 Contract period:

Performance period:

MT-09XXX - 87					
July 1, 2010- June 30, 2011					
Budget	5311	SMTF*	Local	Budget Bal.	
July - Dec 2010					
ADMINISTRATION					
Personnel	195,672	117,403	14,676	14,676	48,917
Fringe Benefits	41,566	24,940	3,118	3,118	10,390
Professional Serv	8,725	3,979	498	498	3,750
Custodial Fees	2,500	1,500	188	188	624
Supplies	2,028	1,410	177	177	262
Utilities	12,081	7,249	906	906	3,020
Insurance					
Caualty & Liab.	5,667	4,534	567	567	(1)
Bond	7,497	5,998	750	750	(1)
Lease & Rental					
Office	26,640	15,984	1,998	1,998	6,660
Equipment	7,027	4,216	527	527	1,757
Total Admin	309,401	187,213	23,405	23,405	75,378
OPERATIONS					
Personnel	178,652	66,995	33,498	33,498	44,661
Fringe Benefits	34,884	13,082	6,541	6,541	8,720
Contract Serv - Maint	76,396	21,391	10,696	10,696	33,613
Fuel & Lube	98,731	48,872	24,436	24,436	987
Miscellaneous					
Uniforms	1,890	756	378	378	378
Profes. Due & Sub	1,450	653	327	327	143
Total Ops.	392,003	151,749	75,876	75,876	88,502
CAPITAL					
30 ft. Bus	165,000				165,000
Van	40,000				40,000
Maint. Bldg	97,000	40,352	5,044	5,044	46,560
Maint. Equipment	12,500	6,000	750	750	5,000
Software	12,000	3,840	480	480	7,200
Total Cap.	326,500	50,192	6,274	6,274	263,760
Total program	1,027,904	389,154	105,555	105,555	427,640

Approved Budget	<u>1,027,904</u>
TI Federal Costs	389,154
TI State Costs*	105,555
TI Local Costs	<u>105,555</u>
Budget Balance	<u>427,640</u>

*State and required local match are identical

SAMPLE

AGENCY NAME
SCHEDULE OF BUDGETED TO ACTUAL COSTS
For the Year Ended December 31, 2010

NOTE

Agencies with fiscal years ending December will need to present schedules as follows:

- 1 **Audit period ending December 31, 2009** will present one schedule per OPT administered programs
 - a. July 1, 2009 - June 31, 2010 contract period reporting expenses for July 1 - Dec 31, 2009 as current expenses

- 2 **Audit period ending December 31, 2010** will present two schedules per OPT administered programs
 - a. July 1, 2009 - June 30, 2010 contract period reporting expenses for Jan - June 30, 2010 as current period and identifying July 1 - Dec 31, 2009 expenses as prior period

 - b. July 1, 2010 - June 30, 2011 contract period reporting expenses for July 1 - Dec 31, 2010 as current period

SAMPLE



Grant Application Package

Opportunity Title:	Low or No Emission Program (Low-No Program) - 2016 NOFO
Offering Agency:	DOT/Federal Transit Administration
CFDA Number:	20.526
CFDA Description:	Bus and Bus Facilities Formula Program
Opportunity Number:	FTA-2016-003-TPM
Competition ID:	FTA-2016-003-TPM
Opportunity Open Date:	03/29/2016
Opportunity Close Date:	05/13/2016
Agency Contact:	Tara Clark Office of Program Management 202-366-2623 e-mail: tara.clark@dot.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

[SF424 Mandatory Form](#)

[Attachments](#)

Optional

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission: <input checked="" type="checkbox"/> Application <input type="checkbox"/> Plan <input type="checkbox"/> Funding Request <input type="checkbox"/> Other Other (specify): <input type="text"/>	1.b. Frequency: <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other Other (specify): <input type="text"/>	1.d. Version: <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Resubmission <input type="checkbox"/> Revision <input type="checkbox"/> Update	2. Date Received: Completed by Grants.gov upon submission.	STATE USE ONLY:
		3. Applicant Identifier: <input type="text"/>	5. Date Received by State: <input type="text"/>	
		4a. Federal Entity Identifier: <input type="text"/>	6. State Application Identifier: <input type="text"/>	
		4b. Federal Award Identifier: <input type="text"/>		
1.c. Consolidated Application/Plan/Funding Request? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="button" value="Explanation"/>				

7. APPLICANT INFORMATION:

a. Legal Name:

b. Employer/Taxpayer Identification Number (EIN/TIN):

c. Organizational DUNS:

d. Address:

Street1: <input type="text" value=""/>	Street2: <input type="text" value=""/>
City: <input type="text" value=""/>	County / Parish: <input type="text" value=""/>
State: <input type="text" value=""/>	Province: <input type="text" value=""/>
Country: <input type="text" value="USA: UNITED STATES"/>	Zip / Postal Code: <input type="text" value=""/>

e. Organizational Unit:

Department Name: <input type="text" value=""/>	Division Name: <input type="text" value=""/>
--	--

f. Name and contact information of person to be contacted on matters involving this submission:

Prefix: <input type="text" value=""/>	First Name: <input type="text" value=""/>	Middle Name: <input type="text" value=""/>
Last Name: <input type="text" value=""/>	Suffix: <input type="text" value=""/>	
Title: <input type="text" value=""/>		
Organizational Affiliation: <input type="text" value=""/>		
Telephone Number: <input type="text" value=""/>	Fax Number: <input type="text" value=""/>	
Email: <input type="text" value=""/>		

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

A: State Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

DOT/Federal Transit Administration

10. Catalog of Federal Domestic Assistance Number:

20.526

CFDA Title:

Bus and Bus Facilities Formula Program

11. Descriptive Title of Applicant's Project:

City of Seneca / Oconee County Electric Bus Expansion Project

12. Areas Affected by Funding:

City of Seneca / Oconee County, South Carolina

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant:

SC-003

b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

14. FUNDING PERIOD:

a. Start Date:

10/01/2016

b. End Date:

11/30/2018

15. ESTIMATED FUNDING:

a. Federal (\$):

2,044,225.00

b. Match (\$):

361,275.00

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

a. This submission was made available to the State under the Executive Order 12372 Process for review on:

b. Program is subject to E.O. 12372 but has not been selected by State for review.

c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes No

18. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I Agree

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Organizational Affiliation:

Telephone Number:

Fax Number:

Email:

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Consolidated Application/Plan/Funding Request Explanation:

[Empty box for Consolidated Application/Plan/Funding Request Explanation]

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Applicant Federal Debt Delinquency Explanation:

[Empty text box for explanation]

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Seneca_Oconee LoNo Supplement	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Project Management Plan_Sene	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Seneca LoNo Budget.pdf	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	LoNo 2016 Timeline_Seneca Occ	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	CTE_Services_Qualifications.0	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Proterra_Tech_Quals.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Senneca_LoC.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Seneca_Oconee Letters of Supp	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Cost Share Commitment Letter:	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	City of Seneca Transit Fleet	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	CTE_Emissions Calc Methodolo	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	City of Seneca Comprehensive	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment



Oconee County
Administration



T. Scott Moulder
Administrator
Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
smoulder@oconeesc.com

COUNCIL

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III
Chairman

Joel Thrift
District IV

Reginald T. Dexter
District V



April 6, 2016

Mr. Johnny Mmanuiké
Director, Office of Public Transit
SCDOT
P.O. Box 191
Columbia, SC 29202-0191

RE: Oconee County's Funding Matching Commitment

Dear Mr. Mmanuiké:

I am providing Oconee County's commitment of \$300,000 towards matching dollars for future mass transit capital grant proposals. This commitment effort fosters that Oconee County sees mass transit as a long-standing and crucial strategic investment that will serve the traveling public and being responsive to our community. These dedicated matching dollars could be available for SCDOT's: 5311, 5339(b)(c) and Rides to Wellness grant funding programs.

The City of Seneca plays a vital role in providing mass transit services in and around the municipal limits, and the County plays a strategic role in the City's ongoing operations by providing an annual commitment of \$60,000 to support their CATBUS Operational budget.

The County sees this matching dollar commitment as to ensuring a safe, efficient, accessible and convenient transportation system that expands services and meets our rural communities while enhancing the quality of life for the Walhalla and Westminster residents, today and into the future.

Sincerely I am,

T. Scott Moulder



Oconee County
Administration

D. Richard Martin
Interim Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 368-4245
Fax: 864 638-4246

E-mail:
rmartin@oconeesc.com

COUNCIL

Edda Cammick
District I
Chair

Wayne McCall
District II

Paul Cain
District III

Julian Davis, III
District IV

James Glenn Hart
District V

June 20, 2018

Mr. Johnny Mmanuikie
Director, Office of Public Transit
SCDOT
P.O. Box 191
Columbia, SC 29202-0191

SUBJECT: City of Seneca's FY 2018-19 LONO Grant

Dear Mr. Mmanuikie:

I am providing Oconee County's commitment to dedicating \$300,000 towards matching dollars for the FY18-19 SCDOT - LONO grant proposal. This commitment effort fosters that this County sees mass transit as a long-standing and crucial investment that will serve the traveling public and being responsive to our consumers.

The City of Seneca plays a vital role in providing mass transit services in and around their city limits and the County has played a strategic role in their ongoing operations. With the County's annual commitment of \$60,000 towards the support of the CATBUS Operational budget.

Our County sees this commitment ensuring a safe, efficient, accessible and convenient transportation system that expands services and meets our rural communities while enhancing the quality of life for the Walhalla and Westminster residents, today and into the future.

Sincerely,



D. Richard Martin
Interim County Administrator



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 3, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX - Oconee County PRT - \$47,000

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$345,667
If all grants/projects approved/new balance will be: \$298,667

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet unanimously approved by PRT Commission on 11/21/19. The winter project for \$4,500 for tent impact pads for South Cove campground was added after PRT Commission meeting as quotes were not ready for the meeting.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

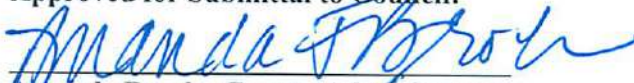
Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

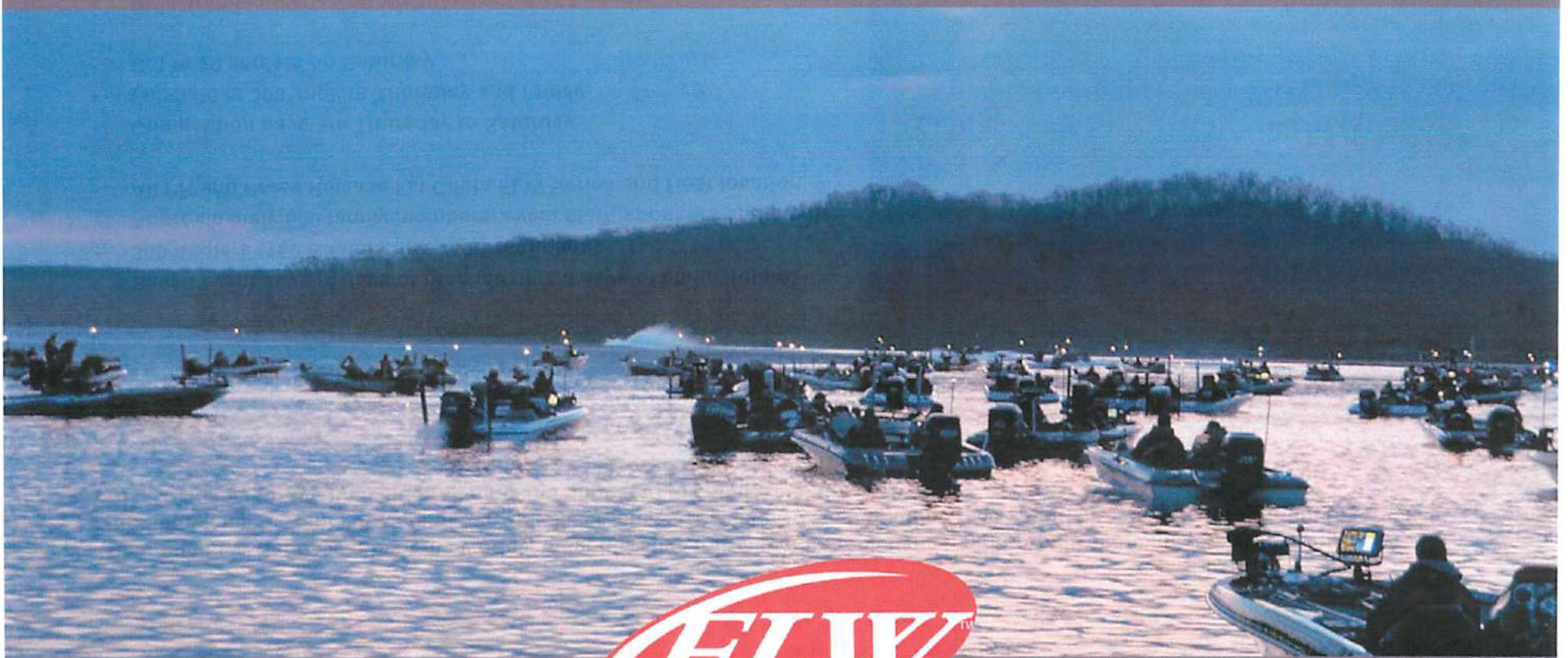
A calendar with due dates marked may be obtained from the Clerk to Council.

Dec-19

Local ATAX Recommendations-December 2018

Applicant	Funds Requested	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
<u>Internal Projects-Oconee PRT</u>				
2020 Interns- (One at each park)	\$15,000	Operations, marketing, maintenance, programming	\$15,000	\$15,000
Palmetto Boat Center Bass Classic	\$2,000	Fishing tournament	\$2,000	\$2,000
Bass Fishing League	\$2,000	Fishing tournament	<u>\$2,000</u>	<u>\$2,000</u>
American Bass Anglers Open Series	\$1,000	Fishing tournament	<u>\$1,000</u>	<u>\$1,000</u>
Costa FLW Series Fishing	\$10,000	Fishing tournament (Host partnership with Seneca)	<u>\$10,000</u>	<u>\$10,000</u>
Skeeter Bass Challenge	\$7,500	Fishing tournament	<u>\$7,500</u>	<u>\$7,500</u>
American Bass Couples Nat'l Championsh	\$5,000	Fishing tournament	<u>\$5,000</u>	<u>\$5,000</u>
				<u>Quotes not ready, sent directly to</u>
South Cove tent impact pads	\$4,500	Phase 1 new tent pads-campground	\$4,500	<u>Council</u>
		Total Internal Projects	\$47,000	\$42,500

2020 FLW EVENT PARTNERSHIP
COSTA FLW SERIES



FISHING LEAGUE WORLDWIDE

COSTA FLW SERIES

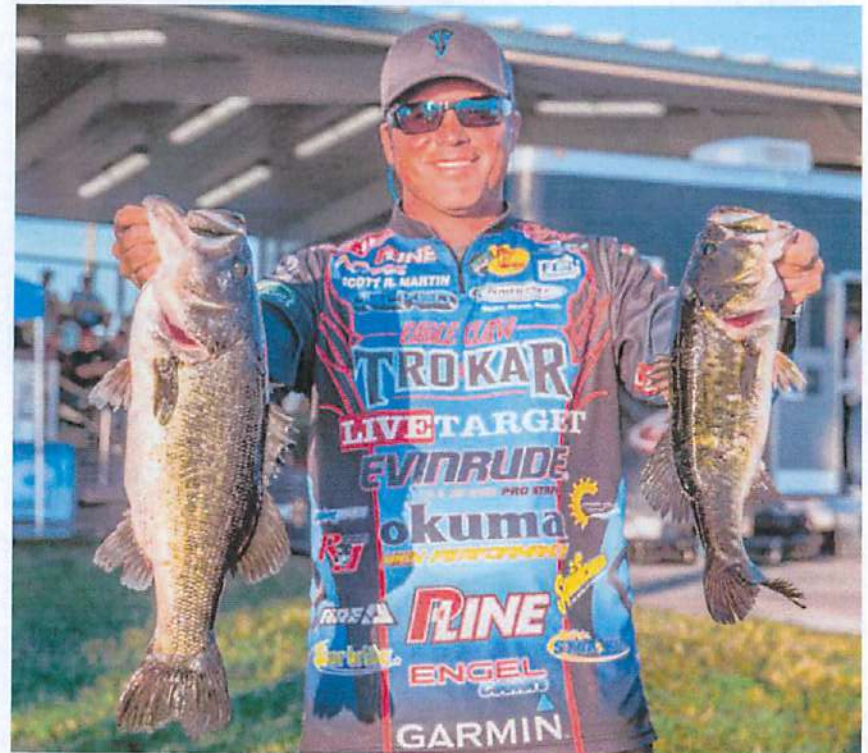
The Costa FLW Series is one of the world's most lucrative tournament circuits and a high-profile economic driver for your community. Each event consists of four official practice days and three competition days. Anglers compete throughout the week in order to qualify for the final cut of fishing and appear at the final weigh-in.

Dates: March 19-21, 2020

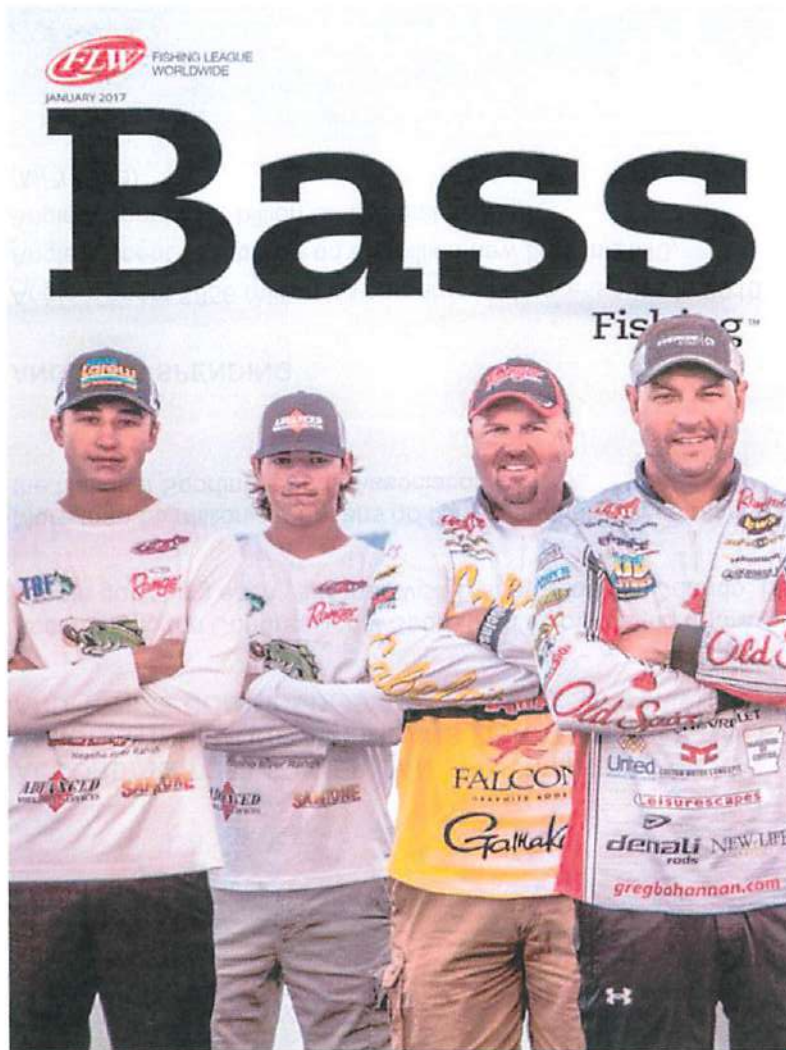
- Seven event days (4 days of practice plus 3 days of competition)
- 300 Anglers (150 Boaters and 150 Co Anglers)
- Approximately 500 family members, event staff, sponsors and media
- All PR and Press Release list Costa FLW Series and Host location

- Competition days are Thursday to Saturday
- Full field of 300 anglers Thursday and Friday
- Cut to 20 anglers on Saturday

- Registration meeting on Wednesday for 450 people
- Lakeside setup for weigh-ins on competition days one and two
- Lakeside weigh-in for competition day three



MEDIA COVERAGE AND VALUE



FLW Bass Fishing Magazine:

FLW Bass Fishing magazine reaches more series competitive anglers than any other title. It caters to the most avid anglers in the world, the sport's opinion leaders and the loyal customers that millions of recreational anglers look to for buying and destination advice. FLW Bass Fishing Magazine covers every FLW event in detail and provides each host community with an aggressive and comprehensive advertising schedule including one full-color full page ad.

FLW Digital Interactive Magazine:

This cutting-edge digital edition brings print to life. Each issue will contain your ad, complete with interactive video links. <http://www.flwfishing.com/emagazine>

FLWfishing.com:

Pre and post-event information is posted on www.flwfishing.com along with daily tournament updates and stories. FLW's staff of writers, photographers and editors make sure that each event is covered thoroughly in an informative, entertaining fashion.

FLW Live:

FLW Live, our live, global webcast covers every exciting minute of the weigh-ins each day of competition and broadcasts to a worldwide audience of enthusiastic anglers and fans.

FLW On-Demand:

FLW events are just a click away – available on-demand, 24/7. In addition, FLW staffers supplement coverage by networking with fans through a variety of the most popular social media outlets.



FAST FACTS

ONE OF THE MOST POWERFUL CONSUMER GROUPS IN AMERICA

ACCORDING TO THE AMERICAN SPORTFISHING ASSOCIATION, MORE AMERICANS FISH THAN PLAY GOLF AND TENNIS COMBINED.

According to the Congressional Sportsmen's Foundation, more people go fishing each year than visit Disney World in Orlando, FL.

More than 55 million Americans go fishing annually, according to the National Sporting Goods Associations.

ANGLER'S SPENDING

Anglers spent \$856 million on cameras and accessories in 2010.

Anglers spent \$3.9 billion on 45 million new tires in 2010.

Anglers spent \$1.1 billion on live bait in 2010.

(MRI Data)

FINDINGS FROM THE 2010 RECREATIONAL BOATING AND FISHING FOUNDATION SURVEY:

- Americans make 925 million fishing outings a year.
- Americans annually spend an average of 20.4 days out on the water.
- 84% of Americans who fish participate in multiple outdoor activities (any activity that is outside, such as running, camping, hiking, biking, etc.).
- Kids that fish are encouraged by their parents – 82% of youth fishing participants age 6 to 12 cite their parents as their primary influence to fish.
- Adults with kids in their household participate at a higher rate than adults without kids in their household, despite the responsibilities and time commitments associated with having younger kids at home.
- New participants join at a rate of 18% per year, with the majority being females and youth.
- 10.2 million kids ages 6 to 17 fished last year.



ECONOMIC IMPACT

Boaters	150	Daily Expenses for shopping, tackle, ramp fees, parking, etc.	\$50
Co-Anglers	150	Days on Site	6
Family Members/Press/ Special Guests	325	FLW Equipment rental, temp labor, ice, supplies, misc.	\$11,600
Factory Service Personnel	15	Total Misc. Expenses	\$240,200
Sponsor Representatives	60		
FLW Staff	34	Total Expenditures (Base Economic Impact)	\$686,880
Total Event Persons (Does not include Spectators)	734	Estimated Total Economic Impact (with 1.5x turnover)	\$1,030,320
Daily Hotel Expenditure	\$85	Estimated Equivalent of Guaranteed Media	
Average Hotel Night Per Room	5.5	Live streaming of event on FLW LIVE global webcast	
Total Room Nights	1164	FLW Bass Fishing Magazine reporting	
Total Accommodations Expenditures	\$98,940	One full-color full page advertisement in FLW Bass Fishing Mag.	
Average Daily Food Expenditures	\$45	Estimated Equivalent of External Media	
Average Days on Site	6	9,600,000 media impressions via:	
Total Food Expenditures	\$205,740	Daily and weekly newspaper articles	
Daily Gas & Oil Per Boater	\$150	Outside Media Website reporting	
Days on Water	6	Press Releases distributed	
Tour Boat and Generator Gas by FLW	\$2,500	Total Media Value	\$192,000
Total G&O Expenditures	\$142,000		
		Estimated Total Economic	\$1,222,320

Figures do not include spectator spending or pre-tournament practice



HOST FEE

HOST BID: \$17,500

In-Kind: Meeting Room, 45 Staff Room Nights, Security, Ice and Weigh-in Location

**PROPOSED MEETING SPACE
FOR WEDNESDAY REGISTRATION**

Must be able to accommodate 450 attendees.

IN-KIND CONSIDERATIONS

Security: _____

Staff Room Nights: _____

Other In-kind Considerations:

**EXISTING MEDIA RELATIONSHIPS THAT CAN BE
LEVERAGED TO PROMOTE THE EVENT**

LOCAL ADVERTISING AND PROMOTION OPPORTUNITIES

ADDITIONAL INFORMATION TO BE CONSIDERED WITH BID



2020 FLW EVENT PARTNERSHIP

On behalf of FLW, we thank you for considering this event partnership. If you have any additional needs or are ready to finalize your bid through a letter of intent or host site agreement, please contact:

CHRIS HOOVER | FLW | National Site Sales Director

30 Gamble Lane
Benton, KY 42025

o: 270.252.1585

c: 270.703.9119

chris.hoover@flwfishing.com



The information in this document is confidential. It is to be evaluated solely and exclusively by the person/entity named above and is not to be reproduced, reprinted or distributed in any way without the prior written consent of FLW.



Economic Impact Statements-2020 Fishing Tournaments

<u>Tournament</u>	<u>Date</u>	<u>Host Fee</u>	<u>Location</u>	<u># of Boats</u>	<u># of Anglers</u>	<u>Total fishing days</u>	<u>Average Daily Spend</u>	<u>Economic Impact</u>
Palmetto Boat Center High School Classic	12.7.19	\$2,000.00	Keowee	150	300	1	\$175.00	\$52,500.00
Bass Fishing League (BFL)	2.9.20	\$2,000.00	Keowee	200	400	2	\$175.00	\$140,000.00
American Bass Anglers Bass Pro Open	2.29.20	\$1,000.00	Keowee	80	160	1	\$175.00	\$28,000.00
Costa FLW Series	March 3-5	\$17,500.00	Hartwell	see attached economic impact				\$686,000.00
American Bass Anglers Couples Series	3.21.19	\$0.00	Keowee	55	110	2	\$175.00	\$38,500.00
Skeeter Bass Challenge	4.19.20	\$7,500.00	Keowee	225	450	2	\$175.00	\$157,500.00
Palmetto Boat Center Open Series	5.2.20	In Negotiation	Keowee	225	450	2	\$175.00	\$157,500.00
Christian Motorcycle Association	Aug 6-9	\$0.00	Keowee	N/A	N/A		\$175.00	Unknown
Bass Pro Couples National Championship	Sept 23-25	\$5,000.00	Keowee	80	160	5	\$175.00	\$140,000.00
Totals		\$35,000.00		1015	2030			\$1,400,000.00





Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart					
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022		
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio		
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]			
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]	Kerrie Roach [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	VACANT	Tony Adams [1]	Stacy Smith	Daniel Dreher [1]	Bill Bruehl [1]			
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	John Eagar [1]	Charles Morgan [<1]			
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT						
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]			
Destination Oconee Action Committee																
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]			
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March							Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]						
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]			
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]								BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)																
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV									
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson									
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge									
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen									
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]									

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested. - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold *ITALICS* TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

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- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
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All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

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The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

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The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

HOUSES



**415 S. Fairplay St.,
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\$59,900**

This home is a 3 bedroom and 2 bath home in downtown Seneca. Great older home with character. Needs some tender, loving, care and is sold "As Is"
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In The Golden Corner
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PUBLISHERS NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

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Marquis LS**
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Pete's Auto
402 Oak Street • Seneca
Call 882-1467



LEGALS

phone number of the person filing the protest;
(2) The specific reasons why the application should be denied;
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110

PUBLIC NOTICE

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL


IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/12/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



Public Comment
SIGN IN SHEET
6:00 PM

December 3, 2019

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1 ✓	Jean Jennings	Being Professional -
2 ✓	Tony Adams	"
3 ✓	Sarai Melendez	Public Transportation
4 ✓	Sharon DeRidder	Sewer Auth. & Public Transportation
5 ✓	BARNETT	
6 ✓	Teri Close	Dog PARK in WALKHALLA
7 ✓	John Bickford	Public Transportation
8 ✓	Matt Durban	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

July 11, 2018



To Whom It May Concern:

On behalf of the Oconee Economic Alliance (OEA), this letter is to indicate full support of public transportation within Oconee County. It is our understanding that an upcoming grant award to the existing CATBus system in our community would result in better routes and additional buses. With the added service, we hope that the Cities of Walhalla and Westminster would embrace this opportunity and be supportive.

The OEA is the lead economic development entity for Oconee County and having resources aligned with better public transportation is truly a valuable component towards helping our shared community achieve greater economic prosperity.

Oconee County is blessed to have a strong economic development success record and by having such, it also is crucial to have programs in place to help people get to work. The OEA believes that – jobs change family trees and there is power in the impact a job can have. This mindset is shared by the Clemson Area Transit (CAT) as they are a fare-free public service helping to connect people to opportunities.

In summary, let's continue the economic development momentum within our area and ensure that we don't lose sight of the fact that some of our neighbors and fellow citizens in Oconee County need public transportation to conduct their lives. Let's also remember that public transportation has other benefits such as being economical, eco-friendly, lessening sprawl, and alleviating congestion on the roads.

Please make the right decision to support and enhance our public transportation network in our community.

Sincerely,



Richard K. Blackwell
Executive Director



Rosa Clark Medical Clinic Association, Inc.

210 South Oak Street Seneca, SC 29678 864-882-4664 FAX 864-882-4478

Board of Directors

*Mike Smith, President
Patricia Smith, Secretary
Doris Mays*

*Ham Hudson, Vice President
Martha Hannah
Sara Melendez
Rosemary Wise*

*Jerry Mize, Treasurer
Dennis Owens
Susan Roper*

Walhalla City Council
Westminster City Council
West Union City Council

October 31, 2018

Dear Honorable Council Members,

As Chief Executive Officer of the Rosa Clark Medical Clinic, and on behalf of the Rosa Clark Board of Directors, staff, and volunteers, please accept our full support for the expansion of the Clemson Area Transit bus to Walhalla, Westminster, and West Union.

As you know, Rosa Clark has been serving people with low income and no insurance for over thirty-five years. Our service area encompasses all zip codes in Oconee County. The Clemson Area Transit (CAT) bus is the one primary public transportation system in the County.

There is a serious lack of transportation that creates an incredible barrier to health care for people not located in the Seneca area. By removing this barrier, people in these communities would be able to receive medical care and the life sustaining medication that would enable them to have a better quality of life.

As one of six South Carolina counties considered part of Appalachia, Oconee County faces certain health challenges not seen in other parts of the state. A recent study found that the Appalachian Region has a higher mortality than the nation "for 7 of the 10 leading causes of death in the United States: heart disease, cancer, chronic obstructive pulmonary disease (COPD), injury, stroke, diabetes, and suicide. Mortality due to poisoning—which includes drug overdoses is markedly higher in the Region than the nation as a whole."¹

At Rosa Clark, we see people every day who receive the medical care that they need and are able to work, participate in the community, and have a longer, healthier life.

Due to the generous sliding fee scale that is offered at Rosa Clark, Oconee County senior citizens no longer have to choose between their heat in the winter and their medication. We are also providing hope for people with mental illness or substance use disorders, offering counseling and medication that gives them their best chance for changing their lives.

¹ "Health Disparities in Appalachia," prepared by PDA, INC., The Cecil G. Sheps Center for Health Research, and the Appalachian Regional Commission, August 2017

All CAT buses are equipped to accommodate individuals with disabilities. The CAT bus stop is right across the street from the South Oak Street Clinic location courtesy of the CAT leadership. There is also a current bus stop less than 100 feet from the second clinic location at 301 Memorial Drive in Seneca.

However, our services are only available to those who can reach our doors. Hundreds of patients rely on the CAT bus to get these services. However, there are so many more people in need who can't access the services because they just don't have transportation.

We want to thank you for all that you do for our communities. We appreciate your careful consideration of this opportunity.

Our experience at Rosa Clark tells us that expanding the CAT bus route and providing people with access to health care would make a major positive difference in thousands of lives of the residents of rural Oconee County.

Sincerely,

Vicki Thompson, CEO
Rosa Clark Medical Clinic

Sept. 15th to Oct. 31st 2018

1,648 TOTAL Responses

English Survey: 1,544 (93.7%) Spanish Survey: 104 (6.3%)

Questions:

What day/s of the week would you ride a bus? (multiple answers) Synopsis: Over 53% of respondents would ride the bus Monday through Saturday/Sunday, any day of the week.

Monday	57.2%
Tuesday	55.4%
Wednesday	56.3%
Thursday	56.1%
Friday	58.7%
Sat./Sun.	53.9%
Never Ride	22.2%
Unanswered	0.6%

Where would you go/purpose if riding a bus? (multiple answers) Synopsis: Top three reasons (shopping, to/from work, medical appt.) exceed the remaining reasons by 10% or more to riding a bus.

1. Shopping	52.3%
2. To/From Work	44.3%
3. Medical Appt.	43.6%
4. Gov't Bldgs.	34.1%
5. Community/Sporting Event	32.0%
6. Parks/Recreation	29.1%
7. School/Higher Education	26.7%
8. Going out for lunch meal	22.3%
9. Visit Family or Church	20.9%
10. Other comments less than	3.9%

What times of the day would you ride a bus? (multiple answers) Synopsis: almost 70% of people would ride the bus from 3 PM to 7 PM.

5 AM - 9 AM	52.0%
10 AM - 2 PM	52.1%
3 PM - 7 PM	69.2%
8 PM to midnight	22.3%
1 AM to 5 AM	7.2%
Unanswered	8.1%

How long would you be willing to ride a bus to your final destination? Synopsis: 95% of the people want to ride a bus less than 1 hour. Currently Seneca's (2) bus routes (residential and business) are approx. 1 hour 10 minutes/loop.

Less than 30 minutes	53.1%
From 31 to 60 minutes	42.5%
More than 1 hour	4.3%
Unanswered	.1%

How far would you walk to get on a bus? Synopsis: almost 92% of the people would walk less than 15 minutes to ride a bus.

Less than 5 minutes	50.3%
Less than 15 minutes	41.5%
Less than 30 minutes	8.1%
Unanswered	.1%

What would you prefer at a bus stop? (multiple answers) Synopsis: almost 82% of the people want covered bus stops with benches for safety/weather.

Designated bus stop	50.3%
Covered bus stop/benches	81.9%
Lighting for safety	47.1%

About the person taking the Survey (English + Spanish)

Females	58%	Males	39%	Unanswered	3%
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Age Bracket:

12-17	17.4%
18-25	5.3%
26-35	14.7%
36-50	20.8%
51- 65	19.7%
Above 65	21.3%
Unanswered	0.8%

Disability you/family member to ride a bus:

Yes	32.1%
No	66.9%
Unanswered	1.0%

Zip codes where you live:

29691 -	25.8%	Walhalla/National Forest/Upper Western side of County (living inside the city limit by street was 29% and living outside the city limit 71%)
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29678	18.7%	Seneca/Lower Eastern
29693	15.9%	Westminster/Nat'l Forest/Lower Western
29672	15.8%	Seneca/around Lake Keowee
29676	13.5%	Keowee/Salem/North
29696	4.5%	West Union/some Lake Keowee
29664	1.8%	Mtn. Rest/Nat'l Forest
29686	1.8%	Tamassee/Nat'l Forest/Mid Western
Remaining Oconee County zipcodes less than 1%		
Unanswered	1.1%	
Out of State	0.1%	