

**Council Members**

District 1: John Thomas, *Chairman*  
District 2: Ron L. Charlton  
District 3: Everett Carolina  
District 4: Lillie Jean Johnson, *Vice Chair*  
District 5: Vacant  
District 6: Steve Goggans  
District 7: Louis R. Morant

**County Administrator**

Sel Hemingway

**County Attorney**

Wesley P. Bryant

**Clerk to Council**

Theresa E. Floyd

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**August 27, 2019**

**5:30 PM**

**County Council Chambers**

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**GEORGETOWN COUNTY COUNCIL**  
**County Council Chambers, 129 Screven Street,**  
**Suite 213, Georgetown, SC 29440**

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - July 23, 2019**
- 6. CONSENT AGENDA**
  - 6.a Procurement #19-037, Town of Andrews Drainage Study and Proposed Improvements**
  - 6.b Procurement #19-047, Litchfield Exchange Roof Replacement**
  - 6.c Procurement #19-048, Three (3) F-250 Utility Trucks for Facility Services**
  - 6.d Procurement #19-066 Motorola Software/Hardware Maintenance**
  - 6.e Procurement #19-032, Beck Recreation Center Multi-Purpose Fields & Facilities**
  - 6.f Procurement #19-051 (2) Chevrolet Tahoes for GC Fire**
  - 6.g West Georgetown County Regional Wastewater Treatment System Service Agreement (Interjurisdictional Agreement) - Approval of Updates**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
  - 8.a Georgetown County Planning Commission**

**9. RESOLUTIONS / PROCLAMATIONS**

- 9.a Proclamation No. 19-10 – To Proclaim the Week of September 17-23, 2019 as “Constitution Week” in Georgetown County**
- 9.b Resolution No. 19-11 - Authorizing acceptance of USDA Rural Development RHS Grant Funding in the amount of \$22,600 to be utilized for Rose Hill Fire Personal Protection Equipment and agreeing to responsibilities and administrative requirements of the grant.**

**10. THIRD READING OF ORDINANCES**

**11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 19-10 - To amend Article XI, Off Street Parking, Section 1103.4, Landscaping, Article XII Buffer Requirements, Section 1203, Buffering within Parking Areas; and Article XXI Designated Overlay Zones, Section 2100-404 of the Zoning Ordinance of Georgetown, South Carolina regarding Landscaping in Interior Parking Lots - Recommendation to table**

**12. FIRST READING OF ORDINANCES**

- 12.a ORDINANCE NO. 19-16 - AN ORDINANCE TO REPEAL, REPLACE AND CREATE THOSE CERTAIN FEES PAYABLE TO THE PROBATE COURT OF GEORGETOWN COUNTY FOR THE ISSUANCE OF MARRIAGE LICENSES, AS MANDATED BY STATUTE**
- 12.b Ordinance No. 19-17 - An Ordinance to amend Appendix C, Stormwater Management Program, Part II, Flood Damage Prevention Ordinance**
- 12.c ORDINANCE NO. 19-18 - AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT EAGLE, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE "COMPANY"), WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE “PROJECT”); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.**
- 12.d ORDINANCE NO. 19-19 - AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE “PARK”), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A**

**WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.**

- 12.e Ordinance No. 19-20 - An Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JB's Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

- 15.a Recognition - Employee of the Quarter**
- 15.b Recognition - Innovation Award**
- 15.c Coast RTA - Request for Capital Funding**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

- 16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD (County Council deferred action on 10/24/17)**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

- 17.a Legal Briefing - Airport Property**
- 17.b Personnel Issue**
- 17.c Economic Development - Contractual**

**18. OPEN SESSION**

**19. ADJOURNMENT**

**Item Number:** 5.a  
**Meeting Date:** 8/27/2019  
**Item Type:** APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - July 23, 2019

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

n/a

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Approval of minutes as submitted.
2. Offer amendments.

**STAFF RECOMMENDATIONS:**

Recommendation for approval of minutes as submitted.

**ATTACHMENTS:**

Description	Type
▣ DRAFT - Minutes 7/23/19	Backup Material



Georgetown County Council held a Regular Council Session on Tuesday, July 23, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

Staff:	Jackie Broach-Akers	Theresa E. Floyd
	Wesley P. Bryant	Sel Hemingway

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board located outside of Council Chambers in the historic Courthouse.

Chairman John Thomas called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

#### **APPROVAL OF AGENDA:**

Councilmember Ron Charlton made a motion to approve the meeting agenda along with the addition of a personnel matter to be discussed during Executive Session. Councilmember Steve Goggans seconded the motion. Chairman Thomas called for discussion on the motion, and there was none.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

#### **PUBLIC COMMENTS:**

##### Donald Russell

Mr. Russell addressed County Council with concerns regarding a property development project that has become a “nightmare” for himself and other area residents on Waverly Road. De-watering associated with the project has been on-going for approximately six months. Residents have been subjected to flooding, storm water issues, and loud noise associated with the dewatering process 24 hours a day, seven days a week, for up to six consecutive weeks at a time. Today, track hoes are on site to remove 8 large live oak trees from the public right-of-way adjacent to the property tomorrow morning, in order to fix a sewer line that was not installed correctly. The residents of Georgetown County should never be in a position where damage is allowed to public property so that a private developer can make their own venture more profitable. Mr. Russell stated that it does not appear that County residents are getting the protection needed from local ordinances. Georgetown County needs to do whatever is possible to influence the protection of public property, and prevent the destruction of it to the benefit of private individuals.

*Chairman John Thomas asked Georgetown County Planning & Code Enforcement Director, Boyd Johnson, if the County’s Zoning personnel were aware of this situation. Mr. Johnson stated that they were aware, however, the County does not protect trees located in the SC Department of Transportation (SCDOT) right-of-way. Chairman Thomas advised Mr. Russell that the County would assist in this situation with efforts “to put pressure on DOT”.*

Marvin Neal

Mr. Neal voiced concerns regarding the process that has been established pertaining to hiring a county administrator to replace Sel Hemingway. He questioned the appropriateness of tasking Walt Ackerman, the County's current Human Resource Director, as the proper individual to screen the pool of applicants when the individual hired will ultimately become his next supervisor. Mr. Neal noted that Mr. Ackerman was hired by Sel Hemingway in 2016. He questioned Mr. Ackerman's qualifications, and stated that Mr. Ackerman was hired over other individuals with higher education levels including minority applicants possessing a Master's Degree in Human Resource Management. This is troubling considering the County's questionable treatment of minorities in the past. Mr. Neal stated that a diverse committee, without prejudices, should be put in place for this purpose. He suggested that Council's Justice Committee should be assigned to review and investigate applications in an effort was to seek transparency, diversity, and equality for all.

*Chairman John Thomas asked Mr. Neal to pass any specific substantiated claims directly to him.*

Marilyn Hemingway

Ms. Hemingway stated that she is a citizen, a taxpayer, and President of the Gullah-Geechee Chamber of Commerce. Ms. Hemingway voiced concerns reading the process being used to select a new administrator for Georgetown County as the decision will have a tremendous impact on the economic future of Georgetown County, as well as all communities and demographics within the County. She stated that Georgetown County's Public Information Officer released a statement advising that all applications for the county administrator position should be submitted to the Human Resource Office, where the Human Resource Director will eliminate applicants that do not meet standards. Ms. Hemingway said this is problematic due to doubts regarding the openness of the current administration, as well as questions regarding the qualifications of certain senior staff members previously hired by this administration. This is County Council's opportunity to be truly representative of the people. She suggested that County Council determine the process for reducing the applicants, and that citizens be allowed to observe a process that is both open and transparent throughout.

Fred Williams

Mr. Williams spoke on behalf of the West End Citizens Council voicing concerns regarding the Howard Center. He said the organization would like a breakdown of the revenue generated by this facility since its inception to the current date. Mr. Williams said "when the fight was undertaken" for the Howard facility, it was with the intent to provide a safe haven for children, however, the facility is rented on the weekends leaving the children with nowhere to go. If the County is making money on this venue, and the children are left on the street, we missed the purpose for this facility. However, if the County is losing money, as he has been told is the case, he questioned the logic of developing such a business model this is not a profitable venture. Mr. Williams said it is for these reasons that the organization would like to "look at the numbers" for themselves as soon as possible.

**MINUTES:**

Regular Council Session – June 25, 2019

Councilmember Ron Charlton moved to approve the minutes of the regular council meeting held on June 25, 2019. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant

Steve Goggans

John W. Thomas

**CONSENT AGENDA:**

*The following reports were included on the Consent Agenda, and therefore approved previously during the meeting:*

*Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two Tracts of Property Owned by Georgetown County, identified as TMS 03-0419-005-01-00 located at 9174 Pleasant Hill Road, and TMS 05-0025-024-01-00 located at 1623 Gilbert Street, and to further authorize the County Administrator to sell the properties in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.*

*Procurement #17-092 - Andrews Regional Recreation Center, Change Order for Network/Data Relocation - County Council authorized a Change Order with Hanco of SC, Inc. in the amount of \$62,264.59 to enable space within the new Andrews Regional Recreation Center to be finished for relocation of Georgetown County Government's main network/server equipment.*

*Procurement #19-036, User Fee Comprehensive Engineered Roadway Improvements – County Council awarded a contract for comprehensive engineered road paving projects to Stone Construction Co. in the amount of \$1,161,742.00 (utilizing revenue generated from Road User Fees) for roadway improvements to include Jobie, Huffman, Veronica and others.*

*Procurement #19-043, Pick-Up and Recycling of Household Hazardous Waste Materials – County Council awarded a Bid 19-043, Pick-Up and Recycling of Household Hazardous Waste Materials to EcoFlo, Inc. of Greensboro, NC at the unit prices proposed in the bid as submitted (base bid \$17,350).*

*Murrells Inlet Revitalization Project Funding Request – County Council approved \$30,596 from the Murrells Inlet Revitalization Fund, as requested by MI2020, to complete the current phase of a multipurpose path intended to provide interconnectivity between the Murrells Inlet Marshwalk and Tidelands Hospital area.*

**PUBLIC HEARINGS:**

Ordinance No. 19-13

A public hearing was held on Ordinance No. 19-13 to amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive, further identified as TMS #04-0203-114-00-00 and TMS #04-0203-114-01-00, from Medium Density Residential to Transitional. There were no public comments during the public hearing, and Chairman John Thomas ordered the hearing closed.

**BOARDS / COMMISSIONS:**

Airport Commission

Councilmember Lillie Jean Johnson moved to nominate Mr. Fred Sumpter Sr. to the Georgetown County Airport Commission. Councilmember Everett Carolina offered a second on the motion. No further discussion occurred, and the vote was as follows:

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

**RESOLUTIONS / PROCLAMATIONS:**

Resolution No. 19-09

Councilmember Ron Charlton moved for the adoption of Resolution No. 19-09 titled, "A Resolution to Concur In, and Agree With, the Recommendation Contained in the Report of the Commission to Investigate Annexation of Certain Areas in Horry County and Georgetown County, Dated June 11, 2019, That No Change Be Made in the Statutory Boundary Line in the Area Described in the Report as the Horry County Affected Area; To Authorize and Direct the County Administrator to, Among Other Things, Present this Resolution to the Governor; and Provide for Other Matters Related Thereto". Chairman John Thomas seconded the motion, and called for discussion. There was no discussion following the motion.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

**ORDINANCES-Third Reading**

Ordinance No. 19-13

Councilmember Steve Goggans moved for third reading approval of Ordinance No. 19-13 to amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive, further identified as TMS #04-0203-114-00-00 and TMS #04-0203-114-01-00, from Medium Density Residential to Transitional. Councilmember Ron Charlton seconded the motion. No discussion occurred.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

Ordinance 19-14

Councilmember Steve Goggans moved for third reading of Ordinance No. 19-14 to rezone approximately 5 acres off of Martin Luther King Drive in Pawleys Island, TMS #04-0203-114-00-00, from Neighborhood Commercial (NC) to Flexible Design District (FDD) to allow for a golf cart storage and maintenance facility plus RV/boat storage. Councilmember Ron Charlton seconded the motion. There was no discussion following the motion.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

**ORDINANCES-Second Reading:**

No reports.

**ORDINANCES-First Reading:**

No reports.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

Coast RTA - Program Update

Brian Piascik, General Manager/CEO of Coast RTA, presented an update report on behalf of the agency, including current budget and operating statistics, short/long term service outlook, and proposed capital projects and expenditures. Following the presentation, Mr. Piascik responded to questions from members of County Council.

Procedure for Displays at County Sponsored Events

Councilmember Everett Carolina motioned to approve the implementation of a procedure pertaining to displays at County sponsored events, as proposed by staff. Councilmember Lillie Jean Johnson offered a second. Upon a call for discussion on the motion from Chairman Thomas, none occurred.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

State Elections Commission - Memorandum of Agreement

Councilmember Steve Goggans moved to approve and authorize the execution of proposed letter on behalf of Georgetown County, to the SC State Election Commission, regarding new voting machines/related equipment. Councilmember Everett Carolina seconded the motion. No discussion followed.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

**DEFERRED:**

Ordinance No. 2017-23

County Council deferred action on Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development pursuant to legal questions pertaining to the application as submitted by the Pawleys Plantation Property Owners Association.

Ordinance No. 19-10

County Council did not take action on Ordinance No. 19-10, an ordinance to amend Article XI, Off Street Parking, Section 1103.4, Landscaping, Article XII Buffer Requirements, Section 1203, Buffering within Parking Areas; and Article XXI Designated Overlay Zones, Section 2100-404 of the Zoning Ordinance of Georgetown, South Carolina regarding Landscaping in Interior Parking Lots.

**EXECUTIVE SESSION:**

A motion was made by Councilmember Steve Goggans, and seconded by Councilmember Ron Charlton, to move into Executive Session in order to discuss a matter related to property negotiation, and a personnel matter. Upon a call for discussion on the motion, there was none.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

County Council moved into Executive Session at 6:40 PM.

**OPEN SESSION:**

As Open Session resumed at 8:05 PM, Chairman Thomas stated that County Council discussed two matters as previously disclosed. No decisions were made, nor were any votes taken by County Council during Executive Session.

Being no further business to come before County Council, Chairman Thomas adjourned the meeting.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-037, Town of Andrews Drainage Study and Proposed Improvements

**CURRENT STATUS:**

A FEMA grant has been approved to conduct a study of the Town of Andrews for proposed drainage improvements.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were eleven (11) responses received:

- 1) Woolpert, Inc. of Mt. Pleasant, SC;
- 2) Davis & Floyd, Inc. of N. Charleston, SC;
- 3) DDC Engineers, Inc. of Myrtle Beach, SC;
- 4) Dennis Corp. of Columbia, SC;
- 5) Rowe Professional Services of Myrtle Beach, SC;
- 6) McCormick Taylor, Inc. of Columbia, SC;
- 7) Seamon, Whiteside & Associates, Inc. of Mt. Pleasant, SC;
- 8) Stantec Consulting Services, Inc. of N. Charleston, SC;
- 9) Weston & Sampson of N. Charleston, SC;
- 10) The Earthworks Group, Inc. of Murrells Inlet, SC; and
- 11) Thomas & Hutton Engineering Co. of Mt. Pleasant, SC.

The Evaluation Committee named by the County Administrator evaluated all qualification packages and conducted presentations/interviews of the short listed candidates they proposed to be the most qualified firms.

A second round of presentation/interviews were then conducted by the evaluation committee for the top two firms, Davis & Floyd, Inc. and Stantec Consulting Services, Inc.

**FINANCIAL IMPACT:**

This study has been approved by FEMA for a Federal share amount of up to \$253,431 (75%) and a local share amount of 25% of total project costs. The negotiated proposal with the recommended firm for award, Stantec Consulting Services, Inc., for this phase of the project is estimated to be \$137,018.00. Additional phases and/or change orders may be necessary. Matching cost amounts required from the County will be recorded in the Stormwater Drainage Fund.

**OPTIONS:**

- 1) Award a Professional Services Agreement to Stantec Consulting Services, Inc.; or

2) Decline the award.

**STAFF RECOMMENDATIONS:**

The Evaluation Committee reviewed all eleven (11) bid packages received and found all submittals to be complete, responding to all required items. After careful review and consideration, the evaluation committee shortlisted the candidates to the top most qualified firms. After careful examination of the shortlisted candidates the top two firms, Davis & Floyd, Inc. and Stantec Consulting Services, Inc., were then invited back to for a 2<sup>nd</sup> presentation/interview. Both bidders provided excellent, presentations and detailed analyses. The committee's deliberations included an extensive discussion of pros and cons, after which Stantec emerged as the front-runner. Based on the aforementioned, the committee recommends award to Stantec Consulting Services, Inc.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Shortlist Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Final Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo





Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL

Procurement # 19-037

Procurement for: Andrews Drainage Study

Department: Public Services

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 337,908 FY 19

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Approval  
☐-Cash Purchase  
☒-Other (Specify): SCEMD 404 Grant

Funding Source Location	
G/L Account Number	Funding Amount
<u>TBD per G. Long</u>	

Is grant money involved in this procurement? ☒-YES ☐-NO

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☒-YES ☐-NO

[Signature]  
Department Director/ Elected Official

5.8.19  
Date

[Signature]  
Purchasing

5/8/19  
Date

Scott C. Prater  
Finance Director

5/9/19  
Date

[Signature]  
County Administrator

5/14/19  
Date

## Janet Combs

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**From:** Glenda Long  
**Sent:** Wednesday, May 08, 2019 9:04 AM  
**To:** James Coley  
**Cc:** Ray C. Funnys; Art Baker; Janet Combs  
**Subject:** RE: Andrews Drainage Grant RFP

Unless you need to do a PO at this time just submit the form with TBD as the GL number. If have you need a PO today, I will rearrange some things otherwise I will try get to it tomorrow afternoon before I leave or Tuesday morning when I return.

Thanks  
Glenda

**From:** James Coley  
**Sent:** Wednesday, May 08, 2019 8:38 AM  
**To:** Glenda Long <gjlong@gtcounty.org>  
**Cc:** Ray C. Funnys <rcfunnye@gtcounty.org>; Art Baker <abaker@gtcounty.org>; Janet Combs <jcombs@gtcounty.org>  
**Subject:** RE: Andrews Drainage Grant RFP

Glenda,

Can you please assign the Andrews Drainage Study (SCEMD 404 Grant) a GL number so we can proceed with the procurement?

Thanks,

**From:** Nancy Silver  
**Sent:** Tuesday, May 07, 2019 4:13 PM  
**To:** James Coley <jcoley@gtcounty.org>  
**Cc:** Ray C. Funnys <rcfunnye@gtcounty.org>; Art Baker <abaker@gtcounty.org>; Janet Combs <jcombs@gtcounty.org>  
**Subject:** RE: Andrews Drainage Grant RFP

Hi James,

I don't recall seeing a procurement solicitation form on this. Can you please complete the attached? You can leave the Procurement # field blank and I will assign it a number once approved. Please complete all other fields and then forward to Ray for his signature. Once signed by Ray, Janet will forward it on to Purchasing. I will then sign, obtain Scott & Sel's signature and then send you a final copy for your reference once all signatures have been received. I am working on getting another bid out for Ray this week but I can probably get this one out next week for you.

Thanks,  
~Nancy

**From:** James Coley  
**Sent:** Tuesday, May 07, 2019 3:00 PM  
**To:** Nancy Silver <nsilver@gtcounty.org>  
**Cc:** Ray C. Funnys <rcfunnye@gtcounty.org>; Art Baker <abaker@gtcounty.org>  
**Subject:** Andrews Drainage Grant RFP

The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.  
MAJOR GENERAL  
THE ADJUTANT GENERAL

January 8, 2019

Ms. Glenda Long  
Grant Coordinator  
Georgetown County  
PO Box 421270  
Georgetown, SC 29442

Reference: FEMA-4286-DR-SC HMGP Project F16 Andrews Local Flood Reduction Study

Dear Ms. Long:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. Please sign both copies of the agreement and retain one for your records. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. If you have any questions or concerns, contact Allen Fountain, State Hazard Mitigation Officer, at 803-413-5242 or [afountain@emd.sc.gov](mailto:afountain@emd.sc.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson  
Director

Enclosures

Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 • (803) 737-8570





U.S. Department of Homeland Security  
FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341



FEMA

December 18, 2018

Mr. Kim Stenson, Director  
South Carolina Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

Attention: Mr. Allen Fountain, State Hazard Mitigation Officer  
Reference: Hazard Mitigation Grant Program (HMGP)  
Project: 4286-0016: Andrews Local Flood Reduction Study

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for \$337,908 with a Federal share of \$253,431 and a non-federal share of \$84,477. Financial approval documents for the award are enclosed for your records.

The following is the approved Scope of Work (SOW) for the above referenced project:

*"The flood-prone areas in Andrews have inadequate capacity due to non-existent or undersized pipes for the design storm events. The proposed improvements consist of adding new pipe or increasing the diameter of the pipe and/or reducing the roughness coefficients (smoother walled pipe). In addition, through the professional survey, study and design of the proposed improvements by a professional engineering design firm, the improvements will be correctly designed, integrated and efficient. Also, the proposed pipe material will meet SCDOT standards for RCP and will therefore ensure that the constructed improvements will have a long service life. This project is an anticipated phased project. In Phase I, there will be a stormwater inventory including the following tasks: compile, review, and assess existing data; create a map book of the project area; identify system connectivity and field recon; clean and video existing storm drain pipes; and process survey data to a GIS database. We expect the results of the hydrology/engineering study to provide a blueprint for resolving the chronic flooding issues the area has suffered in the past three events and mitigate flooding for future events. These results should provide us with a clear set of activities to implement which will be our Phase 2 of the overall application."*

Georgetown County shall deliver to FEMA through the State of South Carolina Emergency Management Division the following documents for review and approval prior to implementing any Phase Two activities:

**Technical Deliverables**

- Provide a copy of the drainage survey, study and design of proposed drainage improvements
- Provide an updated BCA.

**Standard Conditions:**

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

After acceptance of the Phase I deliverables by FEMA, you will receive notification and funding to proceed with completion of the project.

FEMA will not establish activity completion timeframes for individual sub-awards. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant period of performance (POP). The HMGP application period for DR 4286 closed on October 11, 2017. The period of performance ends no later than 36 months from the close of the application period which is October 11, 2020. The State must submit all financial, performance, and other reports required as a condition of the grant prior to January 11, 2021.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the sub-recipient's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is compliant with the provisions of the FEMA-State Agreement."

The State (Recipient) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

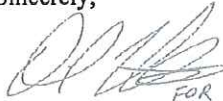
- For construction projects, the Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" (2 CFR Part 200).
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all

appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account number **4286DRSCPS0000000165**.

If you have any questions, please contact, of my staff, Jean Neptune of my staff at (770) 220-5474 and/or Carl Mickalonis at (770) 220-5628.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Flood', with the letters 'FOR' written in small capital letters below the signature.

Richard S. Flood, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

Enclosure:



12/20/2018  
7:28 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4286	16-R	0	23	1	47	SC	Statewide

Sub-Recipient: Georgetown      Project Title : 139 - Andrews Local Flood Reduction Study  
Sub-Recipient FIPS Code: 043-28870

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$253,431.00	\$253,431.00	\$0.00	\$0.00

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$253,431.00	\$0.00	\$0.00	\$253,431.00	12/19/2018	Accept	2019

Comments

Date: 12/19/2018      User Id: CMICKALO

Comment: Obligation request for 4286-0016-R (App ID 23): Andrews Local Flood Reduction Study: Georgetown County will hire an engineer to perform a drainage study to determine eligible, feasible, and cost-effective stormwater drainage mitigation project for construction in f 2; Federal Share = \$253,431.

Date: 12/19/2018      User Id: DBURKETT

Comment: 4286-0016-R-DR-SC-HMGP Georgetown Application 23 & 139 - Andrews Local Flood Reduction Study Allocation 18 reported Decen Spend Plan Phase I Federal share \$253,431.00 approved, HMO

Authorization

Preparer Name: CARL MICKALONIS

Preparation Date: 12/19/2018

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 12/19/2018





## SOUTH CAROLINA

### EMERGENCY MANAGEMENT DIVISION

**Hurricane Matthew (FEMA-4286-DR-SC)**  
**Project 4286-0016: Andrews Local Flood Reduction Study**  
**Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement**

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and Georgetown County (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

**WHEREAS**, on October 11, 2016 President Barack H. Obama issued a major disaster declaration designated FEMA-4286-DR-SC for the State of South Carolina as a result of Hurricane Matthew. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

**WHEREAS**, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

**WHEREAS**, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$337,908 to be cost shared \$253,431 federal and \$84,477 local.

**NOW THEREFORE**, the Recipient and the Subrecipient agree to the following:

#### **1) DEFINITIONS**

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activities" shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- c) "FEMA-State Agreement" is the agreement dated October 11, 2016, between FEMA and

the State of South Carolina, for a presidential emergency declaration designated FEMA-4286-DR-SC.

## **2) APPLICABLE STATUTES, RULES, AND AGREEMENTS**

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated July 31, 2017 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

## **3) FUNDING AND INSURANCE**

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

## **4) DUPLICATION OF BENEFITS PROHIBITION**

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.

- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

#### **5) ENVIRONMENTAL PLANNING & PERMITTING LAWS**

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

#### **6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS**

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

#### **7) COST SHARING**

- a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.



## **8) REIMBURSEMENT OF SUBGRANTEE COSTS**

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
  - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
  - ii) A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
  - iii) The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
  - iv) Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
  - v) The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.
  - vi) The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
  - vii) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
  - viii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

## **9) FINAL PAYMENT**

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
  - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
  - ii) Subrecipient shall have submitted the proper documentation;
  - iii) Recipient shall have performed a final inspection;
  - iv) The project listing and certification shall have been reviewed by Recipient;

- v) Subrecipient shall have requested final reimbursement.

#### **10) RECORDS MAINTENANCE**

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

#### **11) RECOVERY OF FUNDS**

- a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

#### **12) REPAYMENT BY SUBRECIPIENT**

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

#### **13) AUDIT**

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.



- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
  - i) Two copies of the Audit Report;
  - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
  - iii) Any unobligated fund balance due as a result of audit adjustments;
  - iv) A response to management letter findings and recommendations;
  - v) A response to all questioned costs, relating to this Grant and;
  - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.

#### **14) NONCOMPLIANCE**

- a) If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

#### **15) MODIFICATION**

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

#### **16) TIME FOR PERFORMANCE**

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on October 10, 2017 and end November 11, 2020.
- b) Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:
  - i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty days prior to the expiration of the initial one-year period for completion. The time

extension request must be made in writing with a detailed justification for delay, the current status of the completion of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

#### **17) CONTRACTS WITH OTHERS**

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

#### **18) MONITORING**

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

#### **19) DEFAULT; REMEDIES; TERMINATION**

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability



for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

- b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
- d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
  - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
  - ii) Commence a legal action for the judicial enforcement of this Agreement;
  - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
  - iv) Take any other remedial actions that may otherwise be available under law.
- g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other



determination by FEMA shall be addressed in accordance with the regulations of that Agency.

## **20) LIABILITIES**

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

## **21) REPORTS AND INSPECTIONS**

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via [www.screcoverygrants.org](http://www.screcoverygrants.org).
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.

- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

## **22) EQUIPMENT**

- a) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- c) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- d) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

## **23) ATTACHMENTS**

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

## **24) TERM**

- c) This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

## **24) NOTICE AND CONTACT**

- a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

Kim Stenson, Director  
SC Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

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The Subrecipient hereby authorizes \_\_\_\_\_ as its primary designated agent, and \_\_\_\_\_ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

Recipient: L. Min

Date 4 Jan 19

Printed

Date \_\_\_\_\_

**HMGP 4286-F16-S139: Andrews Local Flood Reduction Study**

## EXHIBIT A

### Project Summary

**Project Title:** Andrews Local Flood Reduction Study

**Grant #:** FEMA-4286-DR-SC Project 0016 (S-139)

**Award Date:** December 20, 2018

<b>Total Project Cost</b>	<b>\$337,908</b>	<b>100 %</b>
<b>Total Federal Share</b>	<b>\$253,431</b>	<b>75%</b>
<b>Total Non-Federal Share</b>	<b>\$84,477</b>	<b>25%</b>

#### **Brief Project Description:**

The following is the approved Scope of Work (SOW) for the above referenced project: "The flood-prone areas in Andrews have inadequate capacity due to non-existent or undersized pipes for the design storm events. The proposed improvements consist of adding new pipe or increasing the diameter of the pipe and/or reducing the roughness coefficients (smoother walled pipe). In addition, through the professional survey, study and design of the proposed improvements by a professional engineering design firm, the improvements will be correctly designed, integrated and efficient. Also, the proposed pipe material will meet SCDOT standards for RCP and will therefore ensure that the constructed improvements will have a long service life. This project is an anticipated phased project. In Phase I, there will be a stormwater inventory including the following tasks: compile, review, and assess existing data; create a map book of the project area; identify system connectivity and field recon; clean and video existing storm drain pipes; and process survey data to a GIS database. We expect the results of the hydrology/engineering study to provide a blueprint for resolving the chronic flooding issues the area has suffered in the past three events and mitigate flooding for future events. These results should provide us with a clear set of activities to implement which will be our Phase 2 of the overall application."



## **EXHIBIT B**

### **Statement of Assurances and Conditions**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

- 1) It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
- 2) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
- 3) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 4) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 5) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
- 6) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 7) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 8) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the

subrecipient.

- 9) Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- 10) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 11) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 12) Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 13) It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14) It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- 15) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- 16) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 17) It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 18) It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- 19) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing

by the EPA.

- 20) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 21) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 22) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).
- 23) With respect to demolition activities, it will:
  - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - b. Return the property to its natural state as though no improvements had ever been contained thereon.
  - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
  - d. Provide documentation of the inspection results for each structure to indicate:  
safety  
hazards present; health hazards present; and/or hazardous materials present.
  - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - f. Leave the demolished site clean, level and free of debris.
  - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
  - h. Obtain all required permits.
  - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
  - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).



- k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
  - l. Provide documentation of public notices for demolition activities.
- 24) It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 25) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 26) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 27) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 28) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 29) It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
- 30) DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67
31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.



32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

## **EXHIBIT C**

Award conditions as noted in the FEMA award letter of December 18, 2018.



## SOUTH CAROLINA

### EMERGENCY MANAGEMENT DIVISION

**Hurricane Matthew (FEMA-4286-DR-SC)**  
**Project 4286-0016: Andrews Local Flood Reduction Study**  
**Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement**

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and Georgetown County (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

**WHEREAS**, on October 11, 2016 President Barack H. Obama issued a major disaster declaration designated FEMA-4286-DR-SC for the State of South Carolina as a result of Hurricane Matthew. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

**WHEREAS**, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

**WHEREAS**, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$337,908 to be cost shared \$253,431 federal and \$84,477 local.

**NOW THEREFORE**, the Recipient and the Subrecipient agree to the following:

#### **1) DEFINITIONS**

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activities" shall be defined as stated in 44 CFR 206.431.
- b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- c) "FEMA-State Agreement" is the agreement dated October 11, 2016, between FEMA and



the State of South Carolina, for a presidential emergency declaration designated FEMA-4286-DR-SC.

## **2) APPLICABLE STATUTES, RULES, AND AGREEMENTS**

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated July 31, 2017 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

## **3) FUNDING AND INSURANCE**

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

## **4) DUPLICATION OF BENEFITS PROHIBITION**

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.

- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

#### **5) ENVIRONMENTAL PLANNING & PERMITTING LAWS**

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

#### **6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS**

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

#### **7) COST SHARING**

- a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.



## **8) REIMBURSEMENT OF SUBGRANTEE COSTS**

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
  - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
  - ii) A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
  - iii) The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
  - iv) Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
  - v) The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.
  - vi) The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
  - vii) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
  - viii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

## **9) FINAL PAYMENT**

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
  - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
  - ii) Subrecipient shall have submitted the proper documentation;
  - iii) Recipient shall have performed a final inspection;
  - iv) The project listing and certification shall have been reviewed by Recipient;

- v) Subrecipient shall have requested final reimbursement.

#### **10) RECORDS MAINTENANCE**

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.
- b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

#### **11) RECOVERY OF FUNDS**

- a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

#### **12) REPAYMENT BY SUBRECIPIENT**

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

#### **13) AUDIT**

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.



- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
  - i) Two copies of the Audit Report;
  - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
  - iii) Any unobligated fund balance due as a result of audit adjustments;
  - iv) A response to management letter findings and recommendations;
  - v) A response to all questioned costs, relating to this Grant and;
  - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.

#### **14) NONCOMPLIANCE**

- a) If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

#### **15) MODIFICATION**

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

#### **16) TIME FOR PERFORMANCE**

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on October 10, 2017 and end November 11, 2020.
- b) Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:
  - i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty days prior to the expiration of the initial one-year period for completion. The time



extension request must be made in writing with a detailed justification for delay, the current status of the completion of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

#### **17) CONTRACTS WITH OTHERS**

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

#### **18) MONITORING**

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

#### **19) DEFAULT; REMEDIES; TERMINATION**

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability

for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

- b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
- d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
  - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
  - ii) Commence a legal action for the judicial enforcement of this Agreement;
  - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
  - iv) Take any other remedial actions that may otherwise be available under law.
- g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other



determination by FEMA shall be addressed in accordance with the regulations of that Agency.

## **20) LIABILITIES**

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

## **21) REPORTS AND INSPECTIONS**

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via [www.screcoverygrants.org](http://www.screcoverygrants.org).
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.

- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

## **22) EQUIPMENT**

- a) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.
- c) Subrecipient must abide by the maintenance plan included in their HMGP Application.
- d) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

## **23) ATTACHMENTS**

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

## **24) TERM**

- c) This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

## **24) NOTICE AND CONTACT**

- a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:



Kim Stenson, Director  
SC Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

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**HMGP 4286-F16-S139: Andrews Local Flood Reduction Study**

## **EXHIBIT A**

### **Project Summary**

**Project Title:** Andrews Local Flood Reduction Study

**Grant #:** FEMA-4286-DR-SC Project 0016 (S-139)

**Award Date:** December 20, 2018

<b>Total Project Cost</b>	<b>\$337,908</b>	<b>100 %</b>
<b>Total Federal Share</b>	<b>\$253,431</b>	<b>75%</b>
<b>Total Non-Federal Share</b>	<b>\$84,477</b>	<b>25%</b>

#### **Brief Project Description:**

The following is the approved Scope of Work (SOW) for the above referenced project: "The flood-prone areas in Andrews have inadequate capacity due to non-existent or undersized pipes for the design storm events. The proposed improvements consist of adding new pipe or increasing the diameter of the pipe and/or reducing the roughness coefficients (smoother walled pipe). In addition, through the professional survey, study and design of the proposed improvements by a professional engineering design firm, the improvements will be correctly designed, integrated and efficient. Also, the proposed pipe material will meet SCDOT standards for RCP and will therefore ensure that the constructed improvements will have a long service life. This project is an anticipated phased project. In Phase I, there will be a stormwater inventory including the following tasks: compile, review, and assess existing data; create a map book of the project area; identify system connectivity and field recon; clean and video existing storm drain pipes; and process survey data to a GIS database. We expect the results of the hydrology/engineering study to provide a blueprint for resolving the chronic flooding issues the area has suffered in the past three events and mitigate flooding for future events. These results should provide us with a clear set of activities to implement which will be our Phase 2 of the overall application."

## **EXHIBIT B**

### **Statement of Assurances and Conditions**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

- 1) It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
- 2) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
- 3) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 4) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 5) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
- 6) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 7) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 8) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the



subrecipient.

- 9) Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- 10) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 11) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 12) Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 13) It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14) It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- 15) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- 16) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 17) It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 18) It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- 19) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing



by the EPA.

- 20) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 21) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 22) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).
- 23) With respect to demolition activities, it will:
  - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - b. Return the property to its natural state as though no improvements had ever been contained thereon.
  - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
  - d. Provide documentation of the inspection results for each structure to indicate:  
safety  
hazards present; health hazards present; and/or hazardous materials present.
  - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - f. Leave the demolished site clean, level and free of debris.
  - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
  - h. Obtain all required permits.
  - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
  - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
  - l. Provide documentation of public notices for demolition activities.
- 24) It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 25) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 26) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 27) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 28) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 29) It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
- 30) DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67
- 31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.



32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

## **EXHIBIT C**

Award conditions as noted in the FEMA award letter of December 18, 2018.





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**Public Bid Opening Tabulation**  
**RFQ #19-037, Town of Andrews Drainage Study and Proposed**  
**Improvements**

**Wednesday, June 5, 2018 @ 3:30PM Eastern Time**

<b><u>OFFEROR</u></b>	<b><u>Qualifications</u> <u>Received [✓]</u></b>	<b><u>Comments</u></b>
<i>Woolpert, Inc</i>	✓	
<i>Weston &amp; Sampson</i>	✓	
<i>Stantec</i>	✓	
<i>DDC Engineers Inc</i>	✓	
<i>Davis &amp; Floyd</i>	✓	
<i>Thomas &amp; Hutton</i>	✓	
<i>Dennis Corp</i>	✓	

OPENED BY: *[Signature]* WITNESS: *Ann G. Puckett*



**Public Bid Opening Tabulation**  
**RFQ #19-037, Town of Andrews Drainage Study and Proposed**  
**Improvements**

**Wednesday, June 5, 2018 @ 3:30PM Eastern Time**

<u>OFFEROR</u>	<u>Qualifications</u> <u>Received [✓]</u>	<u>Comments</u>
McCormick Taylor	✓	
Seamon Whiteside	✓	
Earthworks	✓	
Rowe Professional Services	✓	

OPENED BY: [Signature] WITNESS: John G. Puckett



**PLEASE PRINT CAREFULLY**

[illegible]






**Georgetown County**  
**Department of Public Services**  
**Phone: (843) 545-3325**

# **Memorandum**

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: July 2, 2019

Re: Shortlisting RFQ #19-037: Town of Andrews Drainage Study and Proposed Improvements

---

On June 5, 2019, Georgetown County received eleven (11) responses for RFQ # 19-037: Town of Andrews Drainage Study and Proposed Improvements, from the following professional firms: Davis & Floyd, DDC Engineers, Dennis Corporation, Earthworks, McCormick Taylor, ROWE Professional Services Company, Seamon Whiteside, Stantec, Thomas & Hutton, Weston & Sampson, and Woolpert. All eleven bid packages were found to be complete.

The review committee approved by the County Administrator shortlisted the bids to the following four (4) bidders after a through individual and group evaluation process: Davis & Floyd, Stantec, Thomas & Hutton, and Woolpert.


Please schedule interviews as soon as possible with each of the four bidders listed above for the second portion of the review committee's evaluation process. After our meetings, the committee will recommend the most qualified firm(s) for the RFQ.



**Georgetown County**  
**Department of Public Services**  
**Phone: (843) 545-3325**

# **Memorandum**

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: July 30, 2019

Re: Recommendation for Bid #19-037: Town of Andrews Drainage Study and Proposed Improvements

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On July 2, 2019, the Georgetown County Administrator's appointed review committee shortlisted the eleven (11) respondents to RFQ #19-037 (Town of Andrews Drainage Study and Proposed Improvements) to four firms. After extensive interviews and thoughtful consideration, two firms were subsequently selected to return and present on key deliverables to the committee: Davis & Floyd and Stantec.

Both bidders provided excellent presentations and detailed analyses. The committee's deliberations included an extensive discussion of pros and cons, after which Stantec emerged as the front-runner.

Based on the aforementioned, I hereby recommend that the award of Bid #19-037: Town of Andrews Drainage Study and Proposed Improvements be awarded to Stantec.

Item Number: 6.b  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-047, Litchfield Exchange Roof Replacement

**CURRENT STATUS:**

The Litchfield Exchange Building is in need of an entire roof replacement. The current design of the structure holds water between the roof and the wall which leaks into the building. The new roof has been designed to resolve these issues.

**POINTS TO CONSIDER:**

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were six (6) bids received:

- 1) Coastal Commercial Roofing Co., Inc. of Conway, SC @ \$329,925.00;
- 2) Feltman Construction Specialists of North Charleston, SC @ \$284,980.00;
- 3) Nunnery Roofing & Remodeling Co., of Sumter, SC @ \$276,490.00;
- 4) Robert W. Nunnery Roofing Co. of Summerton, SC @ \$282,000.00;
- 5) Bone Dry Roofing Co. of North Charleston, SC @ \$349,250.00;
- 6) Tecta America Carolinas, LLC of Indian Trail, NC @ \$522,380.00.

**FINANCIAL IMPACT:**

This project will be fully funded in GL Account Number 79037-6012-50703.

**OPTIONS:**

- 1) Award a Construction Contract to Nunnery Roofing & Remodeling Co. of Sumter, SC in the amount of \$276,490.00.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

There were six (6) bids received at the public bid opening held on July 31, 2019. Nunnery Roofing & Remodeling Co. of Sumter, SC submitted the lowest complete bid in the amount of \$276,490.00. All references were checked extensively and individually. Each reference spoke to the reliability, quality, and service orientation of the company. Based on the aforementioned, staff hereby recommends award of Bid #19-047, Litchfield Exchange Roof Replacement, go to Nunnery Roofing & Remodeling Co. of Sumter, SC in the amount of \$276,490.00.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Pre-Bid Conference Qualified Bidder's List	Cover Memo



- Public Bid Opening Tabulation Cover Memo
- Recommendation from Mr. Ray Funnye, Director of Public Services Cover Memo



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 19-047

Procurement for: Litchfield Exchange Roof Replacement; 14361 Ocean  
Highway Pawleys Island SC 29585

Department: Facilities Services, Georgetown County Public Services

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$180,000.00

FY 20

Funds Available: ☒ YES ☐ NO ☐ Pending Budget Approval

☐ Cash Purchase

☐ Municipal Lease/Purchase Financing ( -YR)

Funding Source Location	
G/L Account Number	Funding Amount
79037-6012-50703	\$180,000.00

Is grant money involved in this procurement? ☐ YES ☒ NO

If YES, attach a copy of the approved grant budget from the awarding source.

Grant Approval Attached : ☐ YES ☒ NO

  
Department Director/Elected Official

6/26/2019

Date

  
Purchasing

6/27/19  
Date

  
Finance Director

7/1/19  
Date

  
County Administrator

7/1/19  
Date

## Nancy Silver

---

**From:** Scott Proctor  
**Sent:** Friday, August 09, 2019 9:13 AM  
**To:** Nancy Silver  
**Subject:** FW: BidTab19-047.pdf Litchfield exchange building roof

FYI

-----Original Message-----

From: Scott Proctor  
Sent: Wednesday, August 07, 2019 10:34 PM  
To: Ray C. Funnye  
Subject: Re: BidTab19-047.pdf Litchfield exchange building roof

Yes. We need to proceed with project.

Sent from my iPhone

> On Aug 7, 2019, at 6:14 PM, Ray C. Funnye <rcfunnye@gtcounty.org> wrote:

>

> Scott

> Have you been able to identify the additional funds needed to fund the \$276,000 roofing project.

>

> Ray

>

>

>

> -----Original Message-----

> From: Ray C. Funnye

> Sent: Thursday, August 01, 2019 11:11 AM

> To: Scott Proctor

> Cc: Sel Hemingway; Janet Combs

> Subject: BidTab19-047.pdf Litchfield exchange building roof

>

> Scott

> Below is the bid tab for Litchfield Exchange roof replacement, the low bid of \$274k is more that we anticipated.

> Should we proceed with bid analysis and recommendation with the assurance that the county will be able to fund this important project?





**MANDATORY Pre-Bid Conference & Site Inspection**  
**Bid# 19-047, Litchfield Exchange Roof Replacement**  
**Tuesday, July 16, 2019 at 9:00 AM Eastern NIST**  
**PLEASE PRINT CLEARLY**

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
TERRY NEWELL	MUNNERY ROOFING <sup>mult</sup> Remodeling	(803) 968-2459	E-MAIL: Kevon_Munnery@yahoo.com
William Barber Jr	Spirit Roofing	843-333-4841	William.BarberJr@yahoo.com
Greg Griffin	Coastal commercial Roofing	843-369-4101 Ext 106	ccgriffin@coastalcommercial roofing.com
Glenn Callen	R W Munnery	803-498-2950	RWMUNNERY@yahoo.com
Tryp Howland	Monarch Roofing Co	843-503-1975	tryp@monarchroofing.biz
Jimbo Spenn	Spenn Roofing and Sheet Metal, Inc.	(843) 347-2220	jspenn@spennroofing.com
Sam Blair	BAKER ROOFING	910 799 7585	sblair@bakerroofing.com
Shannon Wilborn	Feltmann Roofing	843-823-1555	Shannon@feltmann.com
Dean Feltmann	FELTMANN INC.	843 723-1555	Dean@feltmann.com

[illegible]





# Public Bid Opening Tabulation

## Bid# 19-047, Litchfield Exchange Roof Replacement

### Wednesday, July 31, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Base Bid:</u> (Item #2, pg. 24)	<u>Unit Pricing:</u> (Item #3a., pg. 24)	<u>Bid Bond Attached</u>	<u>Comments</u>
Coastal Commercial Roofing	\$ 329,925 <sup>00</sup>	\$ 8 <sup>65</sup> <sup>labor &amp; materials</sup> / sq ft.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Feltmann, Inc.	\$ 284,980 <sup>00</sup>	\$ 14 <sup>50</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bone Dry Roofing Co.	\$ 349,250 <sup>00</sup>	\$ 3 <sup>50</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Robert W. Nunnery Roofing Co.	\$ 282,000 <sup>00</sup>	\$ 8 <sup>75</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Tecta America Carolinas	\$ 522,380 <sup>00</sup>	\$ 8 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Nunnery Roofing & Remodeling	\$ 276,490 <sup>00</sup>	\$ 5 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: Pamela Bassett

WITNESS: Jim Fickett





**Bid Opening and Tabulation Sign Up**  
**Bid# 19-047, Litchfield Exchange Roof Replacement**  
**Wednesday, July 31, 2019 at 3:00 PM Eastern NIST**  
**PLEASE PRINT CAREFULLY**

NAME	COMPANY	PHONE	E-MAIL
GREG Griffin	Coastal Commercial Roofing	843-369-4101	cer greg@coastalcommercialroofing.com
KURT Dismukes	Bone Dry Roofing	843/754-9007	kcdismukes@bone-dryroofing.net
Michael Pedersen	Feltmann Roofing	843-381-3696	michael@feltmann.com
Shannon Wilborn	Feltmann Roofing	843-723-1555	Shannon@Feltmann.com
Tray Machul	Monarch Roofing	843-503-1975	tray@monarchroofing.com


late could not  
B accept



**Georgetown County**  
**Department of Public Services**  
**Phone: (843) 545-3325**

# **Memorandum**

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: August 8, 2019

Re: Recommendation for Bid #19-047: Litchfield Exchange Roof Replacement

---

On July 31, 2019, Georgetown County Department of Public Services received six (6) submissions for Bid #19-047: Litchfield Exchange Roof Replacement, Term Agreement from the following companies: Bone Dry Roofing Co, Coastal Commercial Roofing Co., Feltmann Construction Specialists, Nunnery Roofing & Remodeling Co, Robert W Nunnery Roofing Co., and Tecta America Carolinas LLC. All bids were reviewed for compliance and completeness.

Nunnery Roofing & Remodeling Co. submitted the lowest complete bid, in the amount of \$276,490.00. All references provided by Nunnery Roofing & Remodeling Co. were checked extensively and individually; each reference spoke to the reliability, quality and service-orientation of the company.

Based on the aforementioned, I hereby recommend that the award of Bid #19-047: Litchfield Exchange Roof Replacement go to Nunnery Roofing & Remodeling Co, in the amount of \$276,490.00.

Item Number: 6.c  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-048, Replacement of three (3) Ford F-250 Utility Trucks for Facility Services.

**CURRENT STATUS:**

Procurement #19-048, Replacement of three (3) Ford F-250 Utility Trucks for Facility Services.

**POINTS TO CONSIDER:**

- 1) This item will be procured using the State Contract #4400019821, under the existing procurement code:  
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201, 6-202)
- 2) Facility Services has requested three (3) units with utility bodies appropriate for the designated vehicles with a total cost of \$109,932.00, including Infrastructure Maintenance Fee.

**FINANCIAL IMPACT:**

This request is fully funded in 499.139 50713 up to \$109,932.00 as part of the CERP vehicle replacement plan costs as previously approved.

**OPTIONS:**

- 1) Award a purchase order to Dick Smith Ford, Inc., for \$109,932.00 for three (3) 2020 Ford F-250 Utilities.
- 2) Decline to approve

**STAFF RECOMMENDATIONS:**

Facility Services Department of Public Services recommends the procurement of the (3) 2020 Ford F-250's from Dick Smith Ford, Inc., utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ 19-048 Bid Solicitation	Cover Memo
▣ 19-048 Recommendation	Cover Memo



▣ 19-048 Quote from Dick Smith Ford, Inc

Cover Memo



**Georgetown County, South Carolina**  
**VEHICLE / EQUIPMENT PROCUREMENT APPROVAL**

Procurement No. #19-048

Procurement for: (3) FORD F-250 Service Trucks

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$109,932.00 **FY** 2020

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing      -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499.139.50713	99,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition    Replacement: ☒- Scheduled CERP    ☐- Destroyed

Unit Being Replaced: Year/Make Model 08 F250,08 F250,10 F250

VIN/Serial No. 1013,0709 & 5397

Clear Title on Hand: ☒YES ☐NO    If NO, identify bank holding lien:

Bank Currently Holding Title: \_\_\_\_\_

*[Signature]*  
Department Director/Elected Official

AUG 01 2019  
Date

*Karis Sampson*  
Budget Officer

8/5/19  
Date

*Sam F. Punter*  
Purchasing

8/2/19  
Date

*[Signature]*  
Finance Director

8/7/19  
Date

*[Signature]*  
County Administrator


8/8/19  
Date



**Georgetown County**  
**Department of Public Services**  
**Phone: (843) 545-3325**

# **Memorandum**

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: August 20, 2019

Re: Recommendation For three F-250 Utility Trucks for Facility Services

---

The capital equipment replacement plan states that the Facility Services Division is scheduled to be replace three (3) Utility service trucks in FY20.

The Public Services Department is recommending the purchase of the three F-250 utility trucks off of the State Contract (#4400019821) in the amount of 109,932.00 from Dick Smith Ford, Inc.





Quote#  
00302

Base Price		25,032.00
Body Handling		895.00
Add install and program factory camera		354.00
Add super cab		2,947.00
Lee Transport quote # GS-07172019-L		6,916.00
State Contract # 4400019821		
	Tax:	500.00
	Total:	36,644.00

**7201 GARNERS FERRY ROAD • COLUMBIA, SC 29209**  
**(803) 254-4000 • 1-800-922-6218**

# LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.  
COLUMBIA, SOUTH CAROLINA 29202  
PHONE# 803-799-7860 FAX 803-765-0535

\*TRUCK BODIES AND TRUCK EQUIPMENT\*

Personal Contact:

Ann Puckett

Quote #

Date:

7/17/2019

Phone #

843-545-3083

Fax#

PRICING:

Georgetown County

( South Carolina State Contract for Service Bodies Number #4400019821 )

Furnish and install Knapheide 696LPJ, 8' low profile service body to S.C. State Specifications.

\$ 5,251.00

Add options for:

Add for full height body in lieu of low profile.

\$ 395.00

10,000# Receiver hitch with 7-way plug and back up alarm installed (receiver with 2" ball inc).

\$ 485.00

Kevlar spray on liner installed in cargo area and on rear bumper.

\$ 595.00

Back up camera installed to work with factory back camera system (required).

\$ 190.00

Price good for 60 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage Insurance while

In the care and the custody of L.T.E. Product Liability Insurance carried.

Chassis:

F-250

c/A

56"

Paint:

Other Data:

Price: \$ 6,916.00

Special Discount: \$

Net Price: \$ 6,916.00

Local Option Tax: \$

State Sales Tax:

Total Price: \$ 6,916.00

Tax Exempt No

Terms

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L. Stowers

Item Number: 6.d  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-066, Motorola Solutions Maintenance and Service Agreement for 911 Consoles & Equipment-FY20 Renewal

**CURRENT STATUS:**

The original maintenance agreement was previously approved by County Council. The attached agreement is for renewal of this agreement for the next fiscal year, FY20.

**POINTS TO CONSIDER:**

- 1) Motorola Solutions is the Original Equipment Manufacturer (OEM) provider for continued maintenance and support for County owned equipment. Specifically this includes the Astro System ESS+ AR, Astro Network Monitoring, SP-Local Infrastructure Repair, System Upgrade Agreement-Site, and Local Device Support.
- 2) Motorola updated various "in-service" components and quantities.
- 3) The final version of the FY20 maintenance proposal is attached and has been reviewed and is recommended by the using department. The resulting maintenance cost is \$68,688.60.

**FINANCIAL IMPACT:**

The Maintenance & Service agreement will be fully funded using currently budgeted funds in GL Account Number 075.901.50414.

**OPTIONS:**

- 1) Authorize and execute the Motorola Solutions Maintenance and Service Agreement to continue uninterrupted coverage at a cost of \$68,688.60.
- 2) Decline to execute the agreement.

**STAFF RECOMMENDATIONS:**

The Sheriff's Office recommends renewal of the existing 911 equipment maintenance agreement. This agreement will ensure coverage on the existing products and services through June 30, 2020 at the cost of \$68,688.60. The original purchase was secured in 2015 under purchase order number 2016-00000162 for the purchase of the equipment. Funding for this maintenance agreement is secured in line item 075.901.50414.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description

Type



- ▣ 19-066 Motorola Service Agreement
- ▣ 19-066 Recommendation

Cover Memo

Cover Memo



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-499184  
Contract Number: USC000020990  
Contract Modifier: R08-MAY-19 18:10:35

075-981  
50412

Date: 05/08/2019

Company Name: GEORGETOWN COUNTY

Attn:

Billing Address: PO DRAWER 1270

City, State, Zip: GEORGETOWN, SC, 29442

Customer Contact:

Phone:

Required P.O. :

Customer # : 1000745010

Bill to Tag # :

Contract Start Date : 01-Jul-2019

Contract End Date : 30-Jun-2020

Anniversary Day : Jun 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	\$40,020.44
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$9,982.67
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$10,290.56
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$5,330.99
	LSV00S00152A	LOCAL DEVICE SUPPORT	\$3,063.94
Subtotal - Recurring Services			\$68,688.60
Subtotal - One-Time Event Services			\$0.00
Total			\$68,688.60
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

### SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



**MOTOROLA SOLUTIONS**

## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-499184  
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Contract Modifier: R08-MAY-19 18:10:35

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MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : GEORGETOWN COUNTY  
Contract Number : USC000020990  
Contract Modifier : R08-MAY-19 18:10:35  
Contract Start Date : 01-Jul-2019  
Contract End Date : 30-Jun-2020





## SERVICE AGREEMENT

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Schaumburg, IL 60196

Quote Number : QUOTE-499184  
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Contract Modifier: R08-MAY-19 18:10:35

### Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.





## SERVICE AGREEMENT

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Quote Number : QUOTE-499184  
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### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR**





## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

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OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-499184  
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018




# GEORGETOWN COUNTY SHERIFF'S OFFICE



A. LANE CRIBB, SHERIFF

## Memorandum

**To:** County Council  
**From:** A. Lane Cribb, Sheriff   
**Date:** August 21, 2019  
**Re:** Letter of Recommendation – Renew Maintenance Agreement (Motorola Solutions)

---

It is the recommendation of my office to renew the Motorola Solutions Service Maintenance Agreement for the 911 equipment. This Maintenance Agreement ensured coverage on the existing products and services through June 30, 2020 at a cost of \$68,688.60. Motorola Solutions is the original equipment manufacturer. The original purchase of this equipment was secured in 2015 under purchase order # 2016-00000162 for the purchase of Motorola MCC 7500 Dispatch Consoles and equipment. The funding is secured in line item 075.901.50414.

Item Number: 6.e  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-032, Beck Recreation Center Multi-Purpose Fields & Facilities

**CURRENT STATUS:**

This field project has long been included in the Master Recreation/Capital Improvement Plan to meet current and future recreational program needs for the Georgetown Region.

**POINTS TO CONSIDER:**

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were four (4) bids received. However, the lowest bidder, Gilbert & Fields Construction, advised that they had made an incorrect calculation and formally withdrew their bid after the bid opening. The three (3) remaining bids were as follows:

- 1) Gulf Stream Construction Company, Inc. of Charleston, SC @ \$1,751,788.00 base bid;
- 2) FBI Construction, Inc. of Conway, SC @ \$2,015,000.00 base bid;
- 3) Consensus Construction & Consulting, Inc. of Myrtle Beach, SC @ \$2,064,000.00 base bid.

There were several optional/additional items offered as well, however, even with the potential addition of all items, Gulf Stream Construction would consistently remain the lowest bidder.

**FINANCIAL IMPACT:**

Funding for this project is to be provided from Capital Improvement Project budget. This project is funded in GL Account Number 79019.3015.50705.

**OPTIONS:**

- 1) Award a Construction Contract to Gulf Stream Construction Company, Inc. for the base bid amount of \$1,751,788 plus alternates #1, 4, 5, and 6 (the "Option 2 Package") for a total contract amount of \$1,870,343.
- 2) Decline to approve staff's recommendation.

**STAFF RECOMMENDATIONS:**

Staff, Design/Engineering team and community representatives lead by Councilwoman Lille Jean Johnson have worked to review bids submitted in response to solicitation 19-032 for construction of Beck Recreation Center Multi-Purpose Field & Facilities. This project is to be constructed adjacent to Beck Recreation Center at 2030 Church Street, Georgetown, SC.

As a result of a thorough review process it is the consensus to recommend award of contract for base project plus Option 2 components (as outlined on attached table) to the lowest bid offeror Gulf Stream Construction of Charleston, SC for a project total of \$1,870,343.

Base plus Option 2 includes asphalt track, irrigated sports field with sports lighting, concession/restroom structure with shaded picnic area, (2) outdoor basketball courts, football

goals and track accessories (discus, long jump, shot put, etc. components as outlined within bid documents), associated required parking and all required site work to support these facilities.

Funding for this project is to be provided from Capital Improvement Project budget.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Pre-Bid Conference Qualified Bidder's List	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Option #2 Components Table	Cover Memo
▣ Recommendation from Mrs. Beth Goodale, Director of Parks & Recreation	Cover Memo
▣ Procurement Solicitation Approval	Cover Memo





**MANDATORY Pre-Bid Conference & Site Inspection**  
**Bid# 19-032, Beck Recreation Center Multi-Purpose Fields & Facilities**  
**Wednesday, May 8, 2019 at 9:00 AM Eastern NIST**  
**PLEASE PRINT CLEARLY**

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
Kilan Rabon	S&R TURF	843.358.1141	srturf3@scccoast.net
Carrie Singleton	Kingston Electric	843-488-9040	service@kingstonelectric.net
Steve Starbuck	Coastal Asphalt, LLC	843-397-7325	steve@coastalasphalt.com
Brian Hartman	Musco Lighting	803-904-0302	brian.hartman@musco.com
Beverly Balthis	CP&G General Contractor	843-545-1589	centuryprints@yahoo.com
Ron Brantley	Brantley Const Co	843 552 0150 x 203	christina@brantleyconstruction.com
KEITH PATTERSON	GREENWALL CONSTRUCTION	843-236-7800 " 340-3273	VICKIE @ GREENWALL CONST. COM Amos @ GREENWALL CONST.COM
JAMES Scarborough	CONSENSUS CONSTRUCTION	843-546-2667	bids@consensusconstruction.com
Steve Stone	Stone Construction Co. LLC	843-264-8691	stnrch1@aol.com



**MANDATORY Pre-Bid Conference & Site Inspection**  
**Bid# 19-032, Beck Recreation Center Multi-Purpose Fields & Facilities**  
**Wednesday, May 8, 2019 at 9:00 AM Eastern NIST**  
**PLEASE PRINT CLEARLY**

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
Stewart McIntyre	FB: Construction	843-234-4324	STEWARTMCINTYRE@FBICONSTRUCTION.COM
BB Cox	Ben Cox, LLC	843-351-1238	BB@Bencorllc.com
Jacob Mears	Coastal Structures	843-957-1403	brad@coastalstructures.com
Ryan Skovira	Gulfstream Const.	843-572-4363	rskovira@gulfstreamconstruction.com
Rodney Hyman	D&L Sitework Inc	843-333-1603	estimating@dalsitework.com
Steve Andrews	US LAWN	843-951-4293	steve.andrews@uslawnsmb.net
John Parker	Gilbert & Fields	843-992-0527	john@gilbertfields.com
Kevin DuBose	Gaster's Grading Co	843-496-7812	Kevin@gastersgrading.com
Wes Lovell	Goodson Const. Co.	843-358-3566	Goodson5@scccoast.net





**Public Bid Opening Tabulation**  
**Bid# 19-032, Beck Recreation Center Multi-Purpose Fields &**  
**Facilities**

**Wednesday, May 22, 2019 at 3:00 PM Eastern NIST**

<u>OFFEROR</u>	<u>Base Bid Proposal</u> (Pg. 21)	<u>Bid Bond Attached</u> (Pg. 46 - 47)	<u>Comments</u>
<i>Consensus Construction</i>	\$ 2,064,000 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Gulf Stream Construction</i>	\$ 1,751,788 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>FBi Construction</i>	\$ 2,015,000 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Gilbert &amp; Fields Construction</i>	\$ 1,456,000 <sup>00</sup>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY:

WITNESS:





**Bid Worksheet for Bid #19-032, Beck Recreation Center Multi-Purpose Fields & Facilities**

	<b>Consensus Construction</b>	<b>FBI Construction, Inc.</b>	<b>Gulf Stream Construction Company, Inc.</b>
<b>Base Bid:</b>	\$2,064,000.00	\$2,015,000.00	\$1,751,788.00
<b>Alternate #1:</b>	\$44,000.00	\$45,000.00	\$79,872.00
<b>Alternate #2:</b>	\$121,000.00	\$60,000.00	\$62,651.00
<b>Alternate #3, Option A:</b>	\$138,000.00	\$160,137.00	\$215,815.00
<b>Alternate #3, Option B:</b>	\$181,000.00	\$205,275.00	\$246,269.00
<b>Alternate #4:</b>	\$11,900.00	\$12,600.00	\$14,286.00
<b>Alternate #5:</b>	\$11,210.00	\$14,000.00	\$20,257.00
<b>Alternate #6:</b>	\$2,300.00	\$1,900.00	\$4,140.00
<b>Alternate #7:</b>	\$0.00	\$4,000.00	No Change

Note: There were four (4) bids opened during the public bid opening. However, the vendor Gilbert & Fields Constructions has formally withdrawn their bid.

						Alt #5 Field Event Facilities (Long/Triple Jump, Shot Put, Discus & Cage)			Alt #6 Picnic Shelter structure adjacent to concession/restro om building	Alt #7 (Deduction) Common Bermuda Instead of Certified Tifway 419	OPTION 2 Add 2nd Court, Track Components, Football Goals & Shade Structure			OPTION 3 Includes Option 2 Plus Add Acrylic Track Surface	OPTION 3 TOTAL	OPTION 4 Includes Option 2 Plus Add SBR Track Surfacing	OPTION 4 TOTAL	OPTION 5 Includes Option 2 Plus Add EPDM Surfacing	OPTION 5 TOTAL
	Base Bid	Alt #1 Additional Basketball Court	Alt #2 Acrylic Track Surface	Alt #3 A SBR Track Surfacing	Alt #3 B EPDM Surfacing	Alt #4 Football Goals	Jump, Shot Put, Discus & Cage)				OPTION 1 BASE BID ONLY	Football Goals & Shade Structure	OPTION 2 TOTAL						
Contractor 1	1,751,788	79,872	62,651	215,815	246,269	14,286	20,257	4,140	0		1,751,788	118,555	1,870,343	62,651	1,932,994	215,815	2,086,178	246,269	2,116,632
Contractor 2	2,015,000	45,000	60,000	160,137	205,275	12,600	14,000	1,900	4,000		2,015,000	73,500	2,088,500	60,000	2,148,500	160,137	2,248,637	205,275	2,293,775
Contractor 3	2,064,000	44,000	121,000	138,000	181,000	11,900	11,210	2,300	0		2,064,000	69,410	2,133,410	121,000	2,254,410	138,000	2,271,410	181,000	2,314,410



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**GEORGETOWN COUNTY  
SOUTH CAROLINA**

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**TO:** NANCY SILVER / GEORGETOWN COUNTY PURCHASING  
**FROM:** BETH GOODALE *B Goodale*  
**SUBJECT:** BECK TRACK & FIELD PROJECT BID #19-032  
**DATE:** 8/22/2019

Staff, Design/Engineering team and community representatives lead by Councilwoman Lille Jean Johnson have worked to review bids submitted in response to solicitation 19-032 for construction of Beck Recreation Center Multi-Purpose Field & Facilities. This project is to be constructed adjacent to Beck Recreation Center at 2030 Church Street, Georgetown, SC.

As a result of a thorough review process it is the consensus to recommend award of contract for base project plus Option 2 components (as outlined on attached table) to the lowest bid offeror Gulf Stream Construction of Charleston, SC for a project total of \$1,870,343.

Base plus Option 2 includes asphalt track, irrigated sports field with sports lighting, concession/restroom structure with shaded picnic area, (2) outdoor basketball courts, football goals and track accessories (discus, long jump, shot put, etc. components as outlined within bid documents), associated required parking and all required site work to support these facilities.

Funding for this project is to be provided from Capital Improvement Project budget.



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL

Procurement # 19-032

Procurement for: Beck Recreation Center - Multi purpose Fields

Department: Recreation Center

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 586,400 FY 19

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Approval

☐-Cash Purchase

☐-Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
79019. 3015.50 <sup>705</sup> <del>718</del>	586,400

Is grant money involved in this procurement? ☐-YES ☒-NO

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☐-NO N/A

B. Good  
Department Director/ Elected Official

4/16/19  
Date

[Signature]  
Purchasing

4/16/19  
Date

Scott C. Prater  
Finance Director

4/18/19  
Date

[Signature]  
County Administrator

4/18/19  
Date

## Nancy Silver

---

**From:** Scott Proctor  
**Sent:** Thursday, August 22, 2019 12:29 PM  
**To:** Nancy Silver  
**Cc:** Glenda Long  
**Subject:** RE: Verification of Budget Needed for Council Agenda

I think we are okay, but I need to know the anticipated cost for the separate bid for track surfacing for the SBR or equivalent surface. Could you follow up on that with Beth?

Thanks, Scott

---

**From:** Nancy Silver  
**Sent:** Thursday, August 22, 2019 12:01 PM  
**To:** Scott Proctor; Glenda Long  
**Subject:** Verification of Budget Needed for Council Agenda  
**Importance:** High

The attached Procurement Solicitation Form is only showing a budget of \$586,400 for this project. I have just received a recommendation from Beth Goodale for a project total of \$1,870,343. Can you please advise if there is funding to cover the entire \$1,870,343 total project amount and verify that the full project amount will be coming from GL# 79019.3015.50705?

Thank you,

*Nancy Silver*  
*Purchasing Officer*  
*Georgetown County Purchasing Dept.*  
*PH: 843-545-3076*  
*FAX: 843-545-3500*





Item Number: 6.f  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #19-051, Replacement of (2) Chevrolet Tahoes for GC Fire (Chief & Assistant Chief).

**CURRENT STATUS:**

The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. GC Fire identified two (2) vehicles for replacement: 2012 Ford Escape, VIN #1FMCU9DG8CKA30221 & 2012 Chevrolet Tahoe, VIN #1GNSK2EO2BR375238. These may be sold as surplus or reassigned to other departments where a used vehicle is appropriate.

**POINTS TO CONSIDER:**

- 1) This item will be procured using the State Contract #4400017323, under the existing procurement code:  
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201, 6-202)
- 2) GC Fire/Rescue has requested two (2) units for a total cost of \$73,618.00, including Infrastructure Maintenance Fee.

**FINANCIAL IMPACT:**

This request is fully funded in 499.999 50713 up to \$73,618.00 as part of the CERP vehicle replacement plan costs as previously approved.

**OPTIONS:**

- 1) Award a purchase order to Love Chevrolet, for \$73,618.00 for two (2) 2019 Chevrolet Tahoes.
- 2) Decline to approve

**STAFF RECOMMENDATIONS:**

GC Fire/Rescue Staff recommends the procurement of the (2) 2019 Chevrolet Tahoes from Love Chevrolet, utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Bid 19-051 Procurement Approval	Backup Material
▣ 19-051 Quote from Love Chevrolet	Cover Memo
▣ 19-051 Recommendation	Cover Memo



**Georgetown County, South Carolina**  
**VEHICLE / EQUIPMENT PROCUREMENT APPROVAL**

Procurement No. 19-051

Procurement for: (2) 2019 CHEVROLET TAHOES

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: 73,618.00 FY 19

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer  
☐-Cash Purchase  
☐-Municipal Lease/Purchase Financing      -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499-999 50713	79,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition    Replacement: ☒- Scheduled CERP    ☐- Destroyed

Unit Being Replaced: Year/Make Model 2012 FORD ESCAPE/2012 CHEVROLET TAHOE

VIN/Serial No. 1FMCU9DG8CKA30221/1GNSK2EO2BR375238

Clear Title on Hand: ☒YES ☐NO    If NO, identify bank holding lien:

Bank Currently Holding Title: \_\_\_\_\_

*MP 8/16/19*  
Department Director/Elected Official  
*Karis Langston*  
Budget Officer  
*Ann Rockett*  
Purchasing  
*Scott G. Proctor*  
Finance Director  
*[Signature]*  
County Administrator

\_\_\_\_\_  
Date *8/23/19*  
\_\_\_\_\_  
Date *8/23/19*  
\_\_\_\_\_  
Date *8/23/19*  
\_\_\_\_\_  
Date *8/23/19*  
\_\_\_\_\_  
Date



Rob Malpass, Procurement Manager  
Phone: (803) 737-5769  
Email: remalpass@mimo.sc.gov

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: V  
Page: 8  
Date: 11/1/2017

## LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

<u>Contract Number:</u>	4400017323	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/2017 - 10/31/2018	<u>Address:</u>	100 Parkridge Drive, Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/2018 - 10/31/2019	<u>Vendor #:</u>	7000044959
<u>Order Cut Off Date:</u>	3/20/2019	<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV - CC15706	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-794-9004 ext. 7
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	803-926-7467

**BASE PRICE**      **\$32,734.00**

\*Click on the link above for an itemized listing of items included in the base price.

\* Vehicle Color - Flame Red  
Clear Coat  
Exterior Paint

### **Optional Additions**

4x4 Pursuit Package	\$3,550.00	ADD
Towing Package (State Standard Spec)	\$25.00	ADD

### **Optional Deductions**

HD Vinyl/Rubber Flooring	\$100.00
Spot Light (Left Door Mounted)	\$385.00
Delivery Fee (Per Vehicle)	\$15.00

### **Delivery Information**

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

[Return to Index](#)



## Georgetown County Fire/EMS

3605 Highmarket Street  
Georgetown, SC 29440  
Phone: (843) 545-3271  
Fax: (843) 545-3646



"Life Safety and Property Conservation"

Fire/EMS Chief  
Mack Reed Jr.  
Assistant Chief  
Tony Hucks

County Administrator  
Sel Hemingway

### **Memorandum**

To: Nancy Silver

From: Mack Reed, Fire Chief 

Date: August 20, 2019

Re: Recommendation for Procurement: Two (2) 2019 Chevrolet Tahoes for County Fire

Georgetown County Fire/EMS is requesting the purchase of a two (2) 2019 Chevrolet Tahoes from Love Chevrolet on the South Carolina State Contract purchase agreement at a cost of \$73,618.00. These vehicles will be used by the Fire Chief and Fire Marshal.

These two (2) vehicles are budgeted and will be a replacement on the CERP (Capital Equipment Replacement Plan) for an existing 2012 Ford Escape and 2012 Chevrolet Tahoe.

We recommend the purchase of these two (2) 2019 Chevrolet Tahoes from Love Chevrolet on the South Carolina State Contract purchase agreement at the cost of \$73,618.00.

Item Number: 6.g  
Meeting Date: 8/27/2019  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Approval of updates to the West Georgetown County Regional Wastewater Treatment System Service Agreement (Interjurisdictional Agreement) as a party to the agreement.  
West Georgetown County Regional Wastewater Treatment System Service Agreement (Interjurisdiction Agreement) - Approval of Updates

**CURRENT STATUS:**

The County is currently a party to the existing Interjurisdictional Agreement, this agreement however has been declared invalid by SC DHEC for failure to provide Pre-treatment oversight to the appropriate authority, which places the participants to the agreement in non-compliance with DHEC regulations.

**POINTS TO CONSIDER:**

- The County has been a party to this agreement since originally executed on October 30, 1997.
- By joining together wastewater transportation, treatment and disposal project for their mutual benefit, rather than each separately constructing its own new or improved system, economies of the scale will result in long term savings and other tangible and intangible benefits for their users and the community at large.
- The City of Georgetown constructed, operates and maintains the West Georgetown Regional Treatment Facility.
- The Georgetown County Water and Sewer District constructed, operates and maintains the West Georgetown County Regional Sewer System that transports wastewater to the Treatment Facility.
- The Georgetown County Landfill, owned and operated by Georgetown County, accepts biosolids for disposal from the Treatment Facility.
- The Treatment Facility accepts leachate from the Georgetown County Landfill, which is transported by the GCWSD sewer system.
- As the final treatment location for wastewater the City of Georgetown is responsible as per SC DHEC for enforcing industrial wastewater pretreatment requirements on all users of the system.
- This agreement requires all applicable customers of the GCWSD sewer system and the Treatment Facility to comply with the City of Georgetown's Industrial Wastewater Pretreatment Ordinance.
- The Georgetown County Landfill will be required to comply with the City of Georgetown's Industrial Wastewater Pretreatment Ordinance to discharge leachate to the wastewater treatment facility.
- The Georgetown County Landfill currently monitors leachate quality through sampling and testing.
- The Georgetown County Landfill has already budgeted funds in FY20 to complete upgrades to the Leachate Management System at the Landfill.
- Failure to remain a party to this agreement may require the Georgetown County Landfill to construct a treatment facility for leachate.

**FINANCIAL IMPACT:**

1. Preparation of pre-treatment documentation for Georgetown County Landfill, and
2. Annual costs of inspections, water quality monitoring, and wastewater treatment surcharges.



It is anticipated that the order of magnitude for both of these services is as follows: One-time costs are \$10,000.00; Annual costs are \$5,000.00.

**OPTIONS:**

1. Approve the revised Interjurisdictional Agreement, or
2. Decline to approve the revised Interjurisdictional Agreement.

**STAFF RECOMMENDATIONS:**

Staff recommends Option 1.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Pretreatment Ordinance 2019	Backup Material



# **CITY OF GEORGETOWN SOUTH CAROLINA**

## **PRETREATMENT ORDINANCE**

**Updated by Shealy Consulting, LLC**

**August 2019**

**Effective October 1, 2019**



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## ATTACHMENTS

## **SECTION 1—GENERAL PROVISIONS**

### **1.1 Purpose and Policy**

This Ordinance sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Georgetown and enables the City to comply with all applicable State and Federal laws. The Federal Clean Water Act of 1977 (Public Law 95-217) requires the U.S. Environmental Protection Agency (EPA) to establish a National Pretreatment Program. In accordance with the Federal Clean Water Act, EPA issued "General Pretreatment Regulations for Existing and New Sources" (40 CFR Part 403) on January 28, 1981. These regulations require the development, submission, review, and approval of Local Pretreatment Programs. The State of South Carolina accomplishes this under Regulation 61-9 Section 403 with the following objectives in mind:

- A. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
- B. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- C. To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- D. To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;
- E. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and
- F. To enable City of Georgetown to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This Ordinance shall apply to all Users of the Publicly Owned Treatment Works. The Ordinance authorizes the issuance of individual wastewater discharge permits; provides

for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

## **1.2 Administration**

Except as otherwise provided herein, the Water Utilities Manager shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Water Utilities Manager may be delegated by the Water Utilities Manager to a duly authorized City of Georgetown employee.

## **1.3 Abbreviations**

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

BOD – Biochemical Oxygen Demand  
BMP – Best Management Practice  
BMR – Baseline Monitoring Report  
CFR – *Code of Federal Regulations*  
CIU – Categorical User  
COD – Chemical Oxygen Demand  
EPA – U.S. Environmental Protection Agency  
gpd – gallons per day  
IU – User  
mg/l – milligrams per liter  
NPDES – National Pollutant Discharge Elimination System  
NSCIU – Non-Significant Categorical Industrial User  
POTW – Publicly Owned Treatment Works  
RCRA – Resource Conservation and Recovery Act  
SCDHEC – South Carolina Department of Health and Environmental Control  
SIU – Significant Industrial User  
SNC – Significant Noncompliance  
TSS – Total Suspended Solids  
U.S.C. – United States Code

## **1.4 Definitions**

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

**Act or “the Act”:** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

**Approval Authority:** The South Carolina Department of Health and Environmental Control (SCDHEC), Division of Domestic Wastewater.

**Authorized or Duly Authorized Representative of the User:**

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 or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

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.

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 City of Georgetown.



**Biochemical Oxygen Demand or BOD<sub>5</sub>:** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

**Best Management Practices or BMPs:** Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

**Categorical Pretreatment Standard or Categorical Standard:** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

**Categorical User:** A User subject to a categorical Pretreatment Standard or categorical Standard.

**The City:** The City of Georgetown or the City Council of the City of Georgetown.

**Chemical Oxygen Demand or COD:** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

**Control Authority:** The City of Georgetown

**Daily Maximum:** The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

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

**Environmental Protection Agency or EPA:** The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

**Existing Source:** Any source of discharge that is not a "New Source."

**Grab Sample:** A sample that is taken from a waste stream without regard to the flow in the waste stream and over a period not to exceed fifteen (15) minutes.

**Indirect Discharge or Discharge:** The introduction of pollutants into the POTW from any nondomestic source.

**Instantaneous Maximum Allowable Discharge Limit:** 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:** A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

**Local Limit:** Specific discharge limits developed and enforced by City of Georgetown upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

**Medical Waste:** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

**Monthly Average:** The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

**Monthly Average Limit:** 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.

**New Source:**

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.

Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

Construction of a New Source as defined under this paragraph has commenced if the owner or operator has 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
- (iii) 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:** Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

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

**Person:** Any individual, partnership, co-partnership, firm, company, corporation, 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:** A measure of the acidity or alkalinity of a solution expressed in standard units.

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

**Pretreatment:** 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, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

**Pretreatment Requirements:** Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

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

**Prohibited Discharge Standards or Prohibited Discharges:** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this Ordinance.



**Publicly Owned Treatment Works or POTW:** A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by City of Georgetown. 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.

**Septic Tank Waste:** Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

**Sewage:** Human excrement and gray water (household showers, dishwashing operations, etc.).

**Significant Industrial User (SIU):** A User subject to categorical Pretreatment Standards or a User that:

- 1) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or
- 2) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
- 3) Is designated as such by City of Georgetown on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement. 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, City of Georgetown may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

**Slug Load or Slug Discharge:** Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 2.1 of this Ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

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

**Water Utilities Manager:** The person designated by City of Georgetown to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance. The term also means a Duly Authorized Representative of the Water Utilities Manager.

**Total Suspended Solids or Suspended Solids:** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

**User:** A source of indirect discharge.

**Wastewater:** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

**Wastewater Treatment Plant or Treatment Plant:** That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

## **SECTION 2—GENERAL SEWER USE REQUIREMENTS**

### **2.1 Prohibited Discharge Standards**

A. General Prohibitions. No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW regardless of whether they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

B. Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- 1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
- 2) Wastewater having a pH less than 6.0 or more than 9.0, or otherwise causing corrosive structural damage to the POTW or equipment;
- 3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference but in no case solids greater than ½ inch or 1.27 centimeter(s) in any dimension;
- 4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
- 5) Wastewater having a temperature greater than 150 degrees F, or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F;
- 6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
- 7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

- 8) Trucked or hauled pollutants (see exceptions in Section 2.1.c);
- 9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- 10) 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;
- 11) Wastewater containing any radioactive wastes or isotopes (see exceptions in Section 2.1.c);
- 12) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater (see exceptions in Section 2.1.c);
- 13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- 14) Medical Wastes (see exceptions in Section 2.1.c);
- 15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- 16) Detergents, surface-active agents, or other substances that might cause excessive foaming in the POTW;
- 17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/L (See Section 14 for specific requirements for FOG control);
- 18) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than 5 percent or any single reading over 10 percent of the Lower Explosive Limit of the meter;
- 19) Concentrated plating solution whether neutralized or not;



(20) Wastewater which constitutes a slug discharge defined as follows: a discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards or any discharge of a non-routine nature including accidental spills or non-routine batch discharges (see exceptions in Section 2.1.c) Non-routine batch discharges may be allowed with written approval from the City.

C. Exceptions to Specific Prohibitions:

- 1) Trucked or hauled pollutants may be allowed but only at discharge points designated by and in accordance with Section 3.4 of this Ordinance;
- 2) Wastewater containing radioactive wastes or isotopes may be allowed if in compliance with applicable State or Federal regulations;
- 3) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater may be discharged only with the written authorization of the Water Utilities Manager;
- 4) Medical Wastes may be discharged if authorized by the Water Utilities Manager in an individual wastewater discharge permit;
- 5) Wastewater which constitutes a slug discharge defined as follows: a discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards or any discharge of a non-routine nature including accidental spills or non-routine batch discharges may be allowed with written approval from the City.

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.

## **2.2 National Categorical Pretreatment Standards**

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

- A) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Water Utilities

Manager may impose equivalent concentration or mass limits in accordance with Section 2.2E and 2.2F (R61-9 403.6).

B) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Water Utilities Manager may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Users (R61-9 403.6).

C) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Water Utilities Manager shall impose an alternate limit in accordance with R61-9 403.6.

D) A CIU may obtain a net/gross adjustment to a categorical Pretreatment Standard in accordance with the following paragraphs of this Section (R61-9 403.6).

E) When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, a User may request that City of Georgetown convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Water Utilities Manager. The City of Georgetown may establish equivalent mass limits only if the User meets all the conditions set forth in Sections 2.2E(1)(a) through 2.2E(1)(e) below.

1) To be eligible for equivalent mass limits, the 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 User's request for equivalent mass limits.

2) A 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 Water Utilities Manager whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 2.2F(1)(c) of this section. Upon notification of a revised production rate, the Water Utilities Manager 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 2.2 E(1)(a) of this section so long as it discharges under an equivalent mass limit.

3) When developing equivalent mass limits, the Water Utilities Manager:

- a. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the 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 User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 2.6. The User must also be in compliance with Section 13.1 regarding the prohibition of bypass.

F. The Water Utilities Manager 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 Users. The conversion is at the discretion of the Water Utilities Manager.

G. Once included in its permit, the User must comply with the equivalent limitations developed in this Section (2.2) in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.

H. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

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

## **2.3 State Pretreatment Standards**

SCDHEC requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Ordinance. State pretreatment standards in Statute R61-9 403 are hereby incorporated.



## **2.4 Local Limits**

The Water Utilities Manager is authorized to establish Local Limits pursuant to (R61-9 403.6) as needed.

## **2.5 City's Right of Revision**

The City of Georgetown reserves the right to establish, by Ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this Ordinance.

## **2.6 Dilution**

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Water Utilities Manager may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

## **SECTION 3—PRETREATMENT OF WASTEWATER**

### **3.1 Pretreatment Facilities**

Users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 2.1 of this Ordinance within the time limitations specified by EPA, the State, or the Water Utilities Manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Water Utilities Manager for review, and shall be acceptable to the Water Utilities Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to City of Georgetown under the provisions of this Ordinance.

### **3.2 Additional Pretreatment Measures**

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

The Water Utilities Manager may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.

Grease, oil, and sand interceptors shall be provided for all new Food Service Establishments (FSE) opened in the City after the effective date of this Ordinance. Grease, oil, and sand interceptors shall also be provided when, in the opinion of the Water Utilities Manager, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of a type and capacity approved by the City, shall comply with the City's Fats, Oils and Grease (FOG) requirements and shall be so located to be easily accessible for cleaning and

inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with the City's FOG Requirements by the User at their expense.

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

### **3.3 Accidental Discharge/Slug Discharge Control Plans**

The Water Utilities Manager shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges every two (2) years. The Water Utilities Manager may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Water Utilities Manager may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the Water Utilities Manager of any accidental or Slug Discharge, as required by Section 6.6 of this Ordinance; and
- D. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

### **3.4 Hauled Wastewater**

Septic tank waste and grease waste from Food Service Establishments may be introduced into the POTW only at locations designated by the Water Utilities Manager, and at such times as are established by the Water Utilities Manager. Such waste shall not violate Section 2 of this Ordinance or any other requirements established by City of Georgetown.

The discharge of hauled industrial waste is prohibited.

## **SECTION 4—INDIVIDUAL WASTEWATER DISCHARGE PERMITS**

### **4.1 Wastewater Analysis**

When requested by the Water Utilities Manager or required as a pretreatment permit condition, a User must submit analysis of its wastewater. The Water Utilities Manager is authorized to prepare a discharge monitoring report (DMR) form for this purpose.

### **4.2 Individual Wastewater Discharge Permit Requirement**

A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the Water Utilities Manager, except that a Significant Industrial User that has filed a timely application pursuant to Section 4.3 of this Ordinance may continue to discharge for the time period specified therein.

B. The Water Utilities Manager may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this Ordinance.

C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this Ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 10 through 12 of this Ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

### **4.3 Individual Wastewater Discharge Permitting: Existing Connections**

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this Ordinance and who wishes to continue such discharges in the future, shall, within 90 days after said date, apply to the Water Utilities Manager for an individual wastewater discharge permit in accordance with Section 4.5 of this Ordinance, and shall not cause or allow discharges to the POTW to continue after 120 days of the effective date of this Ordinance except in accordance with an individual wastewater discharge permit issued by the Water Utilities Manager.



#### **4.4 Individual Wastewater Discharge Permitting: New Connections**

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 4.5 of this Ordinance, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

#### **4.5 Industrial Wastewater Survey**

All Users required to obtain an individual wastewater discharge permit must submit an Industrial Waste Survey (Attachment A). Users that are eligible may request a general permit under Section 4.6. The Water Utilities Manager may require Users to submit all or some of the following information as part of a permit application:

1) Identifying Information:

- a. The name and address of the facility, including the name of the operator and owner.
- b. Contact information, description of activities, facilities, and plant production processes on the premises.

2) Environmental Permits.

A list of any environmental control permits held by or for the facility.

3) Description of Operations:

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes;

b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

c. Number and type of employees, hours of operation, and proposed or actual hours of operation;

d. Type and amount of raw materials processed (average and maximum per day);

e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.

3) Time and duration of discharges.

4) The location for monitoring all wastes covered by the permit.

5) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in Section 2.2C (R61-9 403.6).

6) Measurement of Pollutants:

a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources;

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Water Utilities Manager, of regulated pollutants in the discharge from each regulated process;

c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported;

d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 6.10 of this Ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Water Utilities Manager or the applicable Standards to determine compliance with the Standard;

e. Sampling must be performed in accordance with procedures set out in Section 6.11 of this Ordinance.

7) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 6.4 B [40 CFR 403.12(e)(2)].

8) Any other information as may be deemed necessary by the Water Utilities Manager to evaluate the permit application.

9) Incomplete or inaccurate Industrial Waste Surveys will not be processed and will be returned to the User for revision.

#### **4.6 Application Signatories and Certifications**

All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 6.14.

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

A facility determined to be a Non-Significant Categorical User by the Water Utilities Manager must annually submit the signed certification statement in Section 6.14.

All wastewater discharge permit applications and User reports must contain the following statements:

*I certify under penalty of law that the information provided above fully describes conditions at the facility at the present time.*

*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 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.*

#### **4.7 Individual Wastewater Discharge Permit Decisions**

The Water Utilities Manager will evaluate the data furnished by the User and may require additional information. Within 30 days of receipt of a complete permit application, the Water Utilities Manager will determine whether to issue an individual wastewater discharge permit. The Water Utilities Manager may deny any application for an individual wastewater discharge permit.



## **SECTION 5—INDIVIDUAL WASTEWATER DISCHARGE PERMIT ISSUANCE**

### **5.1 Individual Wastewater Discharge Permit Duration**

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Water Utilities Manager. Each individual wastewater discharge permit will indicate a specific date upon which it will expire. A permit application is required to be submitted each time a wastewater discharge permit is renewed or at the request of the Water Utilities Manager.

### **5.2 Individual Wastewater Discharge Permit Contents**

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

A. Individual wastewater discharge permits must contain:

- 1) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
- 2) A statement that the wastewater discharge permit is nontransferable without prior notification to City of Georgetown in accordance with Section 5.5 of this Ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- 3) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
- 4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practices) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;

5) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 6.4 B;

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

7) Requirements to control Slug Discharge, if determined by the Water Utilities Manager to be necessary;

8) Any grant of the monitoring waiver by the Water Utilities Manager (Section 6.4) must be included as a condition in the User's permit [or other control mechanism].

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

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

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

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

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

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

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

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

(8) Other conditions as deemed appropriate by the Water Utilities Manager to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

### **5.3 Permit Issuance and Appeals Process**

**Public Notification.** The Water Utilities Manager will publish in an official government publication and/or newspaper(s) of general circulation that provides meaningful public notice with the jurisdiction(s) served by the POTW a notice to issue a pretreatment permit. This notice will indicate a location where the draft permit may be reviewed and an address where written comments may be submitted.

**Permit Appeals.** The Water Utilities Manager shall provide public notice of the issuance of an individual wastewater discharge permit. Any person, including the User, may petition the Water Utilities Manager to reconsider the terms of an individual wastewater discharge permit within 30 days of notice of its issuance.

Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

In its petition, the appealing party must indicate the individual wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the individual wastewater discharge permit.

The effectiveness of the individual wastewater discharge permit shall not be stayed pending the appeal.

If the Water Utilities Manager fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider an individual wastewater discharge permit, not to issue an individual wastewater discharge permit, or not to modify an individual wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

Aggrieved parties seeking judicial review of the final administrative individual wastewater discharge permit decision must do so by filing a complaint with the Court of Common Pleas within 30 days.

#### **5.4 Permit Modification**

The Water Utilities Manager may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- 1) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- 2) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
- 3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- 4) Information indicating that the permitted discharge poses a threat to the City's POTW, City of Georgetown personnel, or the receiving waters;
- 5) Violation of any terms or conditions of the individual wastewater discharge permit;
- 6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- 7) Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;
- 8) To correct typographical or other errors in the individual wastewater discharge permit; or
- 9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 5.5.



## **5.5 Individual Wastewater Discharge Permit Transfer**

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least 90 days advance notice to the Water Utilities Manager and the Water Utilities Manager approves the individual wastewater discharge permit. The notice to the Water Utilities Manager must include a written certification by the new owner or operator which:

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

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

## **5.6 Individual Wastewater Discharge Permit Revocation**

The Water Utilities Manager may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify the Water Utilities Manager of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the Water Utilities Manager of changed conditions pursuant to Section 6.5 of this Ordinance;
- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports and certification statements;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the Water Utilities Manager timely access to the facility premises and records;

- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this Ordinance.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

## **5.7 Individual Wastewater Discharge Permit Reissuance**

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 4.5 of this Ordinance, a minimum of 90 days prior to the expiration of the User's existing individual wastewater discharge permit.

## **5.8 Regulation of Waste Received from Other Jurisdictions**

If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Water Utilities Manager shall enter into an intermunicipal agreement with the contributing municipality.

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

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

An intermunicipal agreement, as required by paragraph A, above, shall contain the following conditions:

- (1) A requirement for the contributing municipality to adopt a sewer use Ordinance which is at least as stringent as this Ordinance, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 2.4 of this Ordinance. The requirement shall specify that such Ordinance and limits must be revised as necessary to reflect changes made to the City's Ordinance or Local Limits;
- (2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
- (3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Water Utilities Manager; and which of these activities will be conducted jointly by the contributing municipality and the Water Utilities Manager;
- (4) A requirement for the contributing municipality to provide the Water Utilities Manager with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- (5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
- (6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring the Water Utilities Manager access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Water Utilities Manager; and

(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement.



## **SECTION 6—REPORTING REQUIREMENTS**

### **6.1 Baseline Monitoring Reports**

Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under R61-9 403.6, whichever is later, existing Categorical Users currently discharging to or scheduled to discharge to the POTW shall submit to the Water Utilities Manager a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Water Utilities Manager a report which contains the information listed below.

A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph. 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 waste stream formula in R61-9 403.6 to evaluate compliance with the Pretreatment Standards.

Where an alternate concentration or mass limit has been calculated in accordance with R61-9 403.6 this adjusted limit along with supporting data shall be submitted to the Control Authority.

Sampling and analysis shall be performed in accordance with Section 6.10. The Water Utilities Manager 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. 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.

A statement, reviewed by the User's Authorized Representative as defined in Section 1.4 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.

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 6.2 of this Ordinance.

Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 6.14 of this Ordinance and signed by an Authorized Representative as defined in Section 1.4.

## **6.2 Compliance Schedule Progress Reports**

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

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The User shall submit a progress report to the Water Utilities Manager no later than fifteen (15) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

D. In no event shall more than nine (9) months elapse between such progress reports to the Water Utilities Manager.

### **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 Water Utilities Manager a report containing the information described in Section 4.5 and 6.1 of this Ordinance.

For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 2.2, this report shall contain a reasonable measure of the User's long-term production rate.

For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6.14 of this Ordinance. All sampling will be done in conformance with Section 6.11.

### **6.4 Periodic Compliance Reports**

Except as specified in Section 6.4.C, all Significant Industrial Users must, at a frequency determined by the Water Utilities Manager submit no less than twice per year (June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period.

In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the POTW or the Pretreatment Standard necessary to verify the compliance status of the User. All periodic compliance reports must be signed and certified in accordance with this Ordinance and EPA general pretreatment regulations. All Significant Industrial Users shall be required to submit a report indicating the nature and concentration of pollutants in their discharge. Said reports shall be as specified by the Users' wastewater contribution permit.

The City of Georgetown may authorize a User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the User. [see 40 CFR 403.12(e)(2)]. This authorization is subject to the following conditions:

- 1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater;
- 2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 4.5(8);
- 3) In making a demonstration that a pollutant is not present, the User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes;
- 4) The request for a monitoring waiver must be signed in accordance with Section 1.4 and include the certification statement in Section 6.14 (R61-9 403.6);
- 5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis or at the lowest Practical Quantitation Limit specified by the Department, whichever is lower;
- 6) Any grant of the monitoring waiver by the Water Utilities Manager 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 Water Utilities Manager for 3 years after expiration of the waiver;
- 7) Upon approval of the monitoring waiver and revision of the User's permit by the Water Utilities Manager, the User must certify on each report with the statement in Section 6.14 below, that there has been no increase in the pollutant in its waste stream due to activities of the User;

8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Section 6.4, or other more frequent monitoring requirements imposed by the Water Utilities Manager, and notify the Water Utilities Manager;

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

All periodic compliance reports must be signed and certified in accordance with Section 6.14 of this Ordinance.

All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Water Utilities Manager, using the procedures prescribed in Section 6.11 of this Ordinance, the results of this monitoring shall be included in the report.

## **6.5 Reports of Changed Conditions**

Each User must notify the Water Utilities Manager of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least 90 days before the change.

The Water Utilities Manager 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 4.5 of this Ordinance.

The Water Utilities Manager may issue an individual wastewater discharge permit under Section 5.7 of this Ordinance or modify an existing wastewater discharge permit under



Section 5.4 of this Ordinance in response to changed conditions or anticipated changed conditions.

## **6.6 Reports of Potential Problems**

In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall notify the Water Utilities Manager of the incident within 24 hours. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

Within five (5) working days following such discharge, the User shall, unless waived by the Water Utilities Manager, 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.

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

## **6.7 Reports from Unpermitted Users**

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

## **6.8 Notice of Violation/Repeat Sampling and Reporting**

If sampling performed by a User indicates a violation, the User must notify the Water Utilities Manager 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 Water Utilities Manager within thirty (30) days after becoming aware of the violation. Resampling by the User is not required if City of Georgetown performs sampling at the User's facility at least once a month, or if City of Georgetown performs sampling at the User between the time when the initial sampling was conducted and the time when the User or City of Georgetown receives the results of this sampling, or if City of Georgetown has performed the sampling and analysis in lieu of the User.

## **6.9 Notification of the Discharge of Hazardous Waste**

Discharge of hazardous waste as defined in 40 CFR Part 261 is strictly prohibited. If a User becomes aware of an accidental discharge of hazardous waste, the Water Utilities Manager must be notified within twenty-four (24) hours of becoming aware of the violation.

## **6.10 Analytical Requirements**

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 Water Utilities Manager or other parties approved by EPA.

All analyses to be submitted as part of a wastewater discharge permit application or report must be performed by a SCDHEC certified laboratory.

## **6.11 Sample Collection**

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the

report, based on data that is representative of conditions occurring during the reporting period. The following requirements apply:

A) Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Water Utilities Manager. Where time-proportional composite sampling or grab sampling is authorized by City of Georgetown, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by City of Georgetown, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

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

C) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 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, the Water Utilities Manager may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

## **6.12 Date of Receipt of Reports**

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

### **6.13 Recordkeeping**

Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or City of Georgetown, or where the User has been specifically notified of a longer retention period by the Water Utilities Manager.

### **6.14 Certification Statements**

#### **A) Certification of Permit Applications, User Reports and Initial Monitoring Waiver**

The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 4.7; Users submitting baseline monitoring reports under Section 6.1; Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 6.3; Users submitting periodic compliance reports required by Section 6.4, and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 6.4. The following certification statement must be signed by an Authorized Representative as defined in Section 1.4:

*I certify under penalty of law that the information provided above fully describes conditions at the facility at the present time.*

*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 information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for*

*knowing violations.*

B) An annual certification for Non-Significant Categorical Users will be required. A facility determined to be a Non-Significant Categorical User by the Water Utilities Manager must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.4. The following certification must accompany an alternative report required by the Water Utilities Manager:

*Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR Part \_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months, days, year]:*

*a) The facility described as \_\_\_\_\_  
[facility name] met the definition of a Non-Significant Categorical User as described in Section 1.4 [40 CFR 403.3(v)(2)]*

*b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.*

C) 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 waste stream 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 Part 403 Part\_\_\_\_ [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.*



## **SECTION 7—COMPLIANCE MONITORING**

### **7.1 Right of Entry: Inspection and Sampling**

The Water Utilities Manager shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Ordinance and any individual wastewater discharge permit [or general permit] or order issued hereunder. Users shall allow the Water Utilities Manager ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Water Utilities Manager shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The Water Utilities Manager 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.
- C. The Water Utilities Manager 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 every six (6) months to ensure their accuracy.
- D. 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 Water Utilities Manager and shall not be replaced. The costs of clearing such access shall be borne by the User.
- E. Unreasonable delays in allowing the Water Utilities Manager access to the User's premises shall be a violation of this Ordinance.

### **7.2 Search Warrants**

If the Water Utilities Manager has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that

there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of City of Georgetown designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Water Utilities Manager may seek issuance of a search warrant from the Circuit Judge of Georgetown.

## **SECTION 8—CONFIDENTIAL INFORMATION**

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the Water Utilities Manager's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Water Utilities Manager, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

## **SECTION 9—PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE**

The Water Utilities Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City of Georgetown, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users that violate any of the following:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 2;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- C. Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Water Utilities Manager 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;
- D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in [the Water Utilities Manager's] exercise of its emergency authority to halt or prevent such a discharge;
- E. 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;

F. 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;

G. Failure to accurately report noncompliance; or

H. Any other violation(s), which the Water Utilities Manager determines will adversely affect the operation or implementation of the local pretreatment program which may include a violation of Best Management Practices.



## **SECTION 10—ADMINISTRATIVE ENFORCEMENT REMEDIES**

### **10.1 Notification of Violation**

The City's Enforcement Response Plan (ERP) and Enforcement Response Guide (ERF) are provided in Attachment B. The ERP and ERF provides timeframes for appropriate responses by the City and the IU. When the Water Utilities Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Utilities Manager may serve upon that User a written Notice of Violation. Within the appropriate timeframe provide in the ERP/ERF, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Water Utilities Manager. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Water Utilities Manager to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

### **10.2 Consent Orders**

The Water Utilities Manager may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 10.4 and 10.5 of this Ordinance and shall be judicially enforceable.

### **10.3 Show Cause Hearing**

The Water Utilities Manager may order a User which has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Water Utilities Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such

notice may be served on any Authorized Representative of the User as defined in Section 1.4 and required by Section 4.7. A Show Cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

#### **10.4 Administrative Compliance Orders**

When the Water Utilities Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Utilities Manager 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.

#### **10.5 Cease and Desist Orders**

When the Water Utilities Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Water Utilities Manager may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

## **10.6 Administrative Fines**

When the Water Utilities Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Utilities Manager may fine such User in an amount not to exceed \$2000. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of 1% of the unpaid balance, and interest shall accrue thereafter at a rate of 1% per month. A lien against the User's property shall be sought for unpaid charges, fines, and penalties.

Users desiring to dispute such fines must file a written request for the Water Utilities Manager to reconsider the fine along with full payment of the fine amount within thirty 30 days of being notified of the fine. Where a request has merit, the Water Utilities Manager may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Water Utilities Manager may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

## **10.7 Emergency Suspensions**

The Water Utilities Manager may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Water Utilities Manager may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Water Utilities Manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Water Utilities Manager may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Water Utilities Manager that the period of endangerment has passed, unless the termination proceedings in Section 10.8 of this Ordinance are initiated against the User.

A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Water Utilities Manager prior to the date of any show cause or termination hearing under Sections 10.3 or 10.8 of this Ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

## **10.8 Termination of Discharge**

In addition to the provisions in Section 5.6 of this Ordinance, any User who violates the following conditions is subject to discharge termination:

- A. Violation of individual wastewater discharge permit [or general permit] conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- E. Violation of the Pretreatment Standards in Section 2 of this Ordinance.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 10.3 of this Ordinance why the proposed action should not be taken. Exercise of this option by the Water Utilities Manager shall not be a bar to, or a prerequisite for, taking any other action against the User.



## **SECTION 11—JUDICIAL ENFORCEMENT REMEDIES**

### **11.1 Injunctive Relief**

When the Water Utilities Manager finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Utilities Manager may petition the Court of Common Pleas through the City's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this Ordinance on activities of the User. The Water Utilities Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

### **11.2 Civil Penalties**

A User who has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to City of Georgetown for a maximum civil penalty of \$2,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

The Water Utilities Manager may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by City of Georgetown.

In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

### **11.3 Criminal Prosecution**

A User who willfully or negligently violates any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$2,000 per violation, per day, or imprisonment for not more than one (1) year or both.

A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$2,000 per violation, per day, or be subject to imprisonment for not more than one (1) year, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall, upon conviction, be punished by a fine of not more than \$2,000 per violation, per day, or imprisonment for not more than two (2) years, or both.

In the event of a second conviction, a User shall be punished by a fine of not more than \$2,000 per violation, per day, or imprisonment for not more than two (2) years, or both.

### **11.4 Remedies Nonexclusive**

The remedies provided for in this Ordinance are not exclusive. The Water Utilities Manager may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City's Enforcement Response Plan (Attachment B). However, the Water Utilities Manager may take other action against any User when the circumstances warrant. Further, the Water Utilities Manager is empowered to take more than one enforcement action against any noncompliant User.

## **SECTION 12—SUPPLEMENTAL ENFORCEMENT ACTION**

### **12.1 Penalties for Late Reports**

A penalty may be assessed to any User for each day that a report required by this Ordinance, a permit or order issued hereunder is late, beginning five days after the date the report is due [higher penalties may also be assessed where reports are more than 45 days late]. Actions taken by the Water Utilities Manager to collect late reporting penalties shall not limit the Water Utilities Manager's authority to initiate other enforcement actions that may include penalties for late reporting violations.

### **12.2 Performance Bonds**

The Water Utilities Manager may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to comply with any provision of this Ordinance, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to City of Georgetown, in a sum not to exceed a value determined by the Water Utilities Manager to be necessary to achieve consistent compliance.

### **12.3 Liability Insurance**

The Water Utilities Manager may decline to issue or reissue an individual wastewater discharge to any User who has failed to comply with any provision of this Ordinance, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

### **12.4 Payment of Outstanding Fees and Penalties**

The Water Utilities Manager may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this Ordinance, a previous individual wastewater discharge permit, or order issued hereunder.

## **12.5 Water Supply Severance**

Whenever a User has violated or continues to violate any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will recommence, at the User's expense, only after the User has satisfactorily demonstrated its ability to comply.

## **12.6 Public Nuisances**

A violation of any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Water Utilities Manager. Any person(s) creating a public nuisance shall be subject to the provisions of the City Code governing such nuisances, including reimbursing City of Georgetown for any costs incurred in removing, abating, or remedying said nuisance.

## **12.7 Contractor Listing**

Users which have not achieved compliance with applicable Pretreatment Standards and Requirements are not eligible to receive a contractual award for the sale of goods or services to City of Georgetown. Existing contracts for the sale of goods or services to City of Georgetown held by a User found to be in Significant Noncompliance with Pretreatment Standards or Requirements may be terminated at the discretion of the Water Utilities Manager.

## **SECTION 13—AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS**

### **13.1 Bypass**

For the purposes of this section, bypass means the intentional diversion of waste streams from any portion of a User's treatment facility. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation.

### **13.2 Bypass Notifications**

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

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

Bypass is prohibited, and the Water Utilities Manager may take an enforcement action against a User for a bypass, unless

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



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

The Water Utilities Manager may approve an anticipated bypass, after considering its adverse effects, if the Water Utilities Manager determines that it will meet the conditions listed in the above paragraphs.

## **SECTION 14 - FATS, OIL AND GREASE CONTROL**

The City of Georgetown's Fats, Oil & Grease (FOG) Control Program is designed to protect residents, businesses and the environment from sanitary sewer backups and overflows resulting from the accumulation of FOG waste in the sanitary sewer system discharged from non-residential Users involved in the preparation or serving of food or beverages. These backups and overflows can be a serious health concern, and depending on the severity of the incident, costly to clean up. This source of pollution is readily preventable by the installation and proper maintenance of a pretreatment FOG abatement device and the implementation of Best Management Practices (BMPs) by a Food Service Establishment (FSE) that uses or generates FOG in food preparation.

The legal authority for the City to implement a FOG Control Program is provided by Federal Pretreatment Standards, State Pretreatment Standards, and the City of Georgetown's Sewer Use Ordinance. The FOG Control Program will be evaluated by the Water Utilities Manager periodically and will be modified as necessary to maximize the effectiveness of the program. A written copy of the City's FOG Control Program can be obtained from the City's Utilities Manager.

Failure on the part of any User (Generator or Transporter) to maintain continued compliance with any of the requirements set forth in the FOG Control Program may result in revocation of the business license at the City of Georgetown.

## **SECTION 15 - MISCELLANEOUS PROVISIONS**

### **15.1 Surcharges for Treatment of Non-domestic Concentrations**

General fees and surcharge formulas associated with the implementation of the City's pretreatment program are provided in Attachment C. The City may, at its discretion, allow industrial waste to be discharged above typical domestic concentrations into the sanitary sewerage system, provided that the person discharging such waste shall agree to the payment of a surcharge to offset any cost to treatment that BOD or COD, TSS, or ammonia in excess of concentrations expected in domestic sources.

This surcharge shall be imposed in addition to any other charges made for sewer service. The rate shall be applied to the amount of excessive BOD that exceeds 250 mg/L or COD that exceeds 600 mg/L, TSS that exceeds 250 mg/L, and ammonia that exceeds 25 mg/L. Surcharge rates will be determined by averaging at least three (3) waste discharge samples.

### **15.2 Pretreatment Charges and Fees**

The City of Georgetown may adopt any additional fees (Attachment C) for reimbursement of costs of setting up and operating the City's Pretreatment Program, and may include:

- A) Fees for wastewater discharge permit applications including the cost of processing such applications;
- B) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users;
- C) Fees for reviewing and responding to accidental discharge procedures and construction;
- D) Fees for filing appeals;
- E) Fees to recover administrative and legal costs associated with the enforcement activity taken by the Water Utilities Manager to address User noncompliance; and

F) Other fees as City of Georgetown may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Ordinance and are separate from all other fees, fines, and penalties chargeable by City of Georgetown.

### **15.3 Severability**

If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

## **SECTION 16—EFFECTIVE DATE**

This Ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.



**ATTACHMENT A**

**INDUSTRIAL WASTE SURVEY AND SIGNIFICANT  
USER PERMIT APPLICATION**



**PUBLIC UTILITIES DEPARTMENT  
CITY OF GEORGETOWN**

**Industrial User Wastewater Survey (Long Form) & Significant  
Industrial User Permit Application**

**SECTION A - GENERAL INFORMATION**

A.1 Company name, mailing address, and telephone number:

\_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

A.2 Address of production or manufacturing facility. (If same as above, check\_\_)

\_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Note to Signing Official: In accordance with Title 40 of the Code of Federal Regulations Part 403 Section 403.14, information and data provided in this questionnaire which identifies the nature and frequency of discharge shall be available to the public without restriction. Requests for confidential treatment of other information shall be governed by procedures specified in 40 CFR Part 2. Should a discharge permit be required for your facility, the information in this questionnaire will be used to issue the permit.

**This is to be signed by an authorized official of your firm after adequate completion of this form and review of the information by the signing official.**

***I certify under penalty of law this document and all attachments were prepared under my direction and/or supervision in accordance with a system designed to assure 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 data submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fines and imprisonment for concealing violations.***

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

- A.3 Name, title, and telephone number of persons authorized to represent this firm in official dealings with the Sewer Authority:

Name\_\_\_\_\_

Title\_\_\_\_\_ Telephone No.\_\_\_\_\_

- A.4 Alternate person to contact concerning information provided herein:

Name\_\_\_\_\_

Title\_\_\_\_\_ Telephone No.\_\_\_\_\_

- A.5 Identify the type of business conducted (auto, repair, machine shop, electroplating, warehousing, painting, printing, meat packing, food processing, etc.):

\_\_\_\_\_

- A.6 Provide a brief narrative description of the manufacturing, production, or service activities conducted by your company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- A.7 North American Industry Classification System(s) (NAICS) for your facilities:

\_\_\_\_\_

- A.8 Standard Industrial Classification Number(s) (SIC Code) for your facilities:

\_\_\_\_\_

A.9 This facility generates the following types of wastes:

**Average Gallons Per Day**

	Area	Flow GPD	Check one	
			Estimated	Measured
1	Domestic Wastes (restrooms, showers, etc.)			
2	Cooling Water (Non-contact)			
3	Boiler/ Tower Blowdown			
4	Cooling Water (Contact)			
5	Process			
6	Equipment/Facility Washdown			
7	Air Pollution Control Unit			
8	Storm Water Runoff to Sewer			
9	Other (describe)			
Total Gallons Per Day (A.9.1. - A.9.9)				

A.10 Wastes are discharged to (**check all that apply**):

**Average Gallons per Day**

<input type="checkbox"/> Sanitary sewer _____ <input type="checkbox"/> Storm sewer _____ <input type="checkbox"/> Surface water _____ <input type="checkbox"/> Ground water _____ <input type="checkbox"/> Waste haulers _____ <input type="checkbox"/> Evaporation _____ <input type="checkbox"/> Other (describe) _____	<input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured <input type="checkbox"/> estimated <input type="checkbox"/> measured
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Provide name and address of waste hauler(s), if used:

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A.11 Is a Spill Prevention Control and Countermeasure Plan prepared for the facility?

☐ Yes      ☐ No

A.12 List any environmental control permits issued to the facility and any discharge limits associated with those permits:

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**Note:** If your facility did not check one or more of the items listed in A.9.4 through A.9.9 above, you do not need to complete any further sections in this application. However, if any of the items A.9.4 through A.9.9 were checked, complete the remainder of this application. Incomplete applications will be returned.



## SECTION B - FACILITY OPERATION CHARACTERISTICS

B.1 Number of employee shifts worked per 24-hour day is \_\_\_\_\_.

Average number of employees per shift is \_\_\_\_\_.

B.2 Starting time for each shift: 1st \_\_\_\_\_ am 2nd \_\_\_\_\_ am 3rd \_\_\_\_\_ am  
 \_\_\_\_\_ pm \_\_\_\_\_ pm \_\_\_\_\_ pm

**Note: The following information in this section must be completed for each product line.**

B.3 Principal product produced: \_\_\_\_\_

B.4 Raw materials and process additives used: (Use separate sheet if needed)

# Day or Gal/Day\_\_\_\_\_

B.5 Production process is:

[illegible]

Average number of batches per 24-hour day: \_\_\_\_\_

B.6 Hours of operation: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. ☐ continuous

B.7 Is production subject to seasonal variation? ☐ Yes ☐ No

If yes, briefly describe seasonal production cycle:

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**B.8** Are any process changes or expansions planned during the next three years?

☐ Yes ☐ No

If yes, attach a separate sheet to this form describing the nature of planned changes or expansions.

B.9 Average monthly water usage:

## SECTION C - WASTEWATER INFORMATION

C.1 If your facility employs processes in any of the industrial categories or business activities listed below and any of these processes generate wastewater or waste sludge, place a check beside category or business activity (check all that apply): **Please fill in the (Subcategory) in the Subpart area.**

Existing Effluent Guidelines				
SUB PART	Industry Category	40 CFR Part	First Promulgated	Limitations and Standards
	<a href="#">Aluminum Forming</a>	<a href="#">467</a>	1983	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Asbestos Manufacturing</a>	<a href="#">427</a>	1974	BPT, BCT, BAT, NSPS
	<a href="#">Battery Manufacturing</a>	<a href="#">461</a>	1984	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Canned and Preserved Fruits and Vegetable Processing</a>	<a href="#">407</a>	1974	BPT, BCT, NSPS, PSES, PSNS
	<a href="#">Canned and Preserved Seafood (Seafood Processing)</a>	<a href="#">408</a>	1974	BPT, BCT, NSPS
	<a href="#">Carbon Black Manufacturing</a>	<a href="#">458</a>	1978	BPT, BAT, NSPS, PSNS
	<a href="#">Cement Manufacturing</a>	<a href="#">411</a>	1974	BPT, BCT, BAT, NSPS
	<a href="#">Centralized Waste Treatment</a>	<a href="#">437</a>	2000	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Coal Mining</a>	<a href="#">434</a>	1985	BPT, BAT, NSPS
	<a href="#">Coil Coating</a>	<a href="#">465</a>	1983	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Concentrated Animal Feeding Operations (CAFO)</a>	<a href="#">412</a>	1974	BPT, BCT, BAT, NSPS, PSNS
	<a href="#">Concentrated Aquatic Animal Production (Aquaculture)</a>	<a href="#">451</a>	2004	BPT, BAT, BCT, NSPS
	<a href="#">Copper Forming</a>	<a href="#">468</a>	1983	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Dairy Products Processing</a>	<a href="#">405</a>	1974	BPT, BCT, NSPS
	<a href="#">Electrical and Electronic Components</a>	<a href="#">469</a>	1983	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Electroplating</a>	<a href="#">413</a>	1981	PSES
	<a href="#">Explosives Manufacturing</a>	<a href="#">457</a>	1976	BPT
	<a href="#">Ferroalloy Manufacturing</a>	<a href="#">424</a>	1974	BPT, BCT, BAT, NSPS
	<a href="#">Fertilizer Manufacturing</a>	<a href="#">418</a>	1974	BPT, BCT, BAT, NSPS, PSNS
	<a href="#">Glass Manufacturing</a>	<a href="#">426</a>	1974	BPT, BCT, BAT, NSPS, PSNS
	<a href="#">Grain Mills Manufacturing</a>	<a href="#">406</a>	1974	BPT, BCT, NSPS, PSNS
	<a href="#">Gum and Wood Chemicals</a>	<a href="#">454</a>	1976	BPT
	<a href="#">Hospitals</a>	<a href="#">460</a>	1976	BPT
	<a href="#">Ink Formulating</a>	<a href="#">447</a>	1975	BPT, BAT, NSPS, PSNS
	<a href="#">Inorganic Chemicals</a>	<a href="#">415</a>	1982	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Iron and Steel Manufacturing</a>	<a href="#">420</a>	1982	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Landfills</a>	<a href="#">445</a>	2000	BPT, BCT, BAT, NSPS
	<a href="#">Leather Tanning and Finishing</a>	<a href="#">425</a>	1982	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Meat and Poultry Products</a>	<a href="#">432</a>	1974	BPT, BCT, BAT, NSPS,
	<a href="#">Metal Finishing</a>	<a href="#">433</a>	1983	BPT, BAT, NSPS, PSES, PSNS

Existing Effluent Guidelines				
SUB PART	Industry Category	40 CFR Part	First Promulgated	Limitations and Standards
	<a href="#">Metal Molding and Casting (Foundries)</a>	<a href="#">464</a>	1985	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Metal Products and Machinery</a>	<a href="#">438</a>	2003	BPT, BCT, NSPS
	Mineral Mining and Processing	<a href="#">436</a>	1975	BPT, NSPS
	<a href="#">Nonferrous Metals Forming and Metal Powders</a>	<a href="#">471</a>	1985	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Nonferrous Metals Manufacturing</a>	<a href="#">421</a>	1984	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Oil and Gas Extraction</a>	<a href="#">435</a>	1979	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Ore Mining and Dressing (Hard Rock Mining)</a>	<a href="#">440</a>	1982	BPT, BAT, NSPS, BMP
	<a href="#">Organic Chemicals, Plastics and Synthetic Fibers (OCPSF)</a>	<a href="#">414</a>	1987	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Paint Formulating</a>	<a href="#">446</a>	1975	BPT, BAT, NSPS, PSNS
	<a href="#">Paving and Roofing Materials (Tars and Asphalt)</a>	<a href="#">443</a>	1975	BPT, BAT, NSPS, PSNS
	<a href="#">Pesticide Chemicals Manufacturing, Formulating and Packaging</a>	<a href="#">455</a>	1978	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Petroleum Refining</a>	<a href="#">419</a>	1982	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Pharmaceutical Manufacturing</a>	<a href="#">439</a>	1983	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Phosphate Manufacturing</a>	<a href="#">422</a>	1974	BPT, BCT, BAT, NSPS
	<a href="#">Photographic</a>	<a href="#">459</a>	1976	BPT
	<a href="#">Plastic Molding and Forming</a>	<a href="#">463</a>	1984	BPT, BCT, NSPS
	<a href="#">Porcelain Enameling</a>	<a href="#">466</a>	1982	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Pulp, Paper and Paperboard</a>	<a href="#">430</a>	1998	BPT, BCT, BAT, NSPS, PSES, PSNS, BMP
	<a href="#">Rubber Manufacturing</a>	<a href="#">428</a>	1974	BPT, BAT, NSPS, PSNS
	<a href="#">Soaps and Detergents Manufacturing</a>	<a href="#">417</a>	1974	BPT, BAT, NSPS, PSNS
	<a href="#">Steam Electric Power Generating</a>	<a href="#">423</a>	1982	BPT, BAT, NSPS, PSES, PSNS
	<a href="#">Sugar Processing</a>	<a href="#">409</a>	1974	BPT, BCT, BAT, NSPS
	<a href="#">Textile Mills</a>	<a href="#">410</a>	1982	BPT, BAT, NSPS
	<a href="#">Timber Products Processing</a>	<a href="#">429</a>	1981	BPT, BAT, NSPS
	<a href="#">Transportation Equipment Cleaning</a>	<a href="#">442</a>	2000	BPT, BCT, BAT, NSPS, PSES, PSNS
	<a href="#">Waste Combustors</a>	<a href="#">444</a>	2000	BPT, BCT, BAT, NSPS, PSES, PSNS

**C.2 Pretreatment devices or processes used for treating wastewater or sludge (check all that apply):**

- ☐ Air Floatation
- ☐ Centrifuge
- ☐ Chemical precipitation
- ☐ Chlorination
- ☐ Cyclone
- ☐ Filtration
- ☐ Flow Equalization
- ☐ Grease or oil separation, type\_\_\_\_\_
- ☐ Grease trap
- ☐ Grit Removal
- ☐ Ion Exchange
- ☐ Neutralization, pH correction
- ☐ Ozonation
- ☐ Reverse Osmosis
- ☐ Screen
- ☐ Sedimentation
- ☐ Septic Tank
- ☐ Solvent Separation
- ☐ Spill Protection
- ☐ Sump
- ☐ Biological treatment, type\_\_\_\_\_
- ☐ Rainwater diversion or storage
- ☐ Other chemical treatment, type\_\_\_\_\_
- ☐ Other physical treatment, type\_\_\_\_\_
- ☐ Other, type\_\_\_\_\_
- ☐ No pretreatment provided

**C.3** If any wastewater analyses have been performed on the wastewater discharge(s) from your facility, attach a copy of the most recent data to this questionnaire. Be sure to include the date of analysis, name of laboratory performing the analysis, laboratory certification number if applicable and location(s) from which sample(s) were taken (attach sketches, plans, etc., as necessary).

C.4 Priority Pollutant Information: Please indicate by placing an (X) in the appropriate box by each listed chemical whether it is "Known to be Present," or "Known to be Absent" in your manufacturing or service activity or generated as a by-product.

CHEMICAL COMPOUND	Known Present	Known Absent
----------------------	------------------	-----------------

I. METALS AND INORGANICS

1.	Antimony	<input type="checkbox"/>	<input type="checkbox"/>
2.	Arsenic	<input type="checkbox"/>	<input type="checkbox"/>
3.	Asbestos	<input type="checkbox"/>	<input type="checkbox"/>
4.	Beryllium	<input type="checkbox"/>	<input type="checkbox"/>
5.	Cadmium	<input type="checkbox"/>	<input type="checkbox"/>
6.	Chromium	<input type="checkbox"/>	<input type="checkbox"/>
7.	Copper	<input type="checkbox"/>	<input type="checkbox"/>
8.	Cyanide	<input type="checkbox"/>	<input type="checkbox"/>
9.	Lead	<input type="checkbox"/>	<input type="checkbox"/>
10.	Mercury	<input type="checkbox"/>	<input type="checkbox"/>
11.	Nickel	<input type="checkbox"/>	<input type="checkbox"/>
12.	Selenium	<input type="checkbox"/>	<input type="checkbox"/>
13.	Silver	<input type="checkbox"/>	<input type="checkbox"/>
14.	Thallium	<input type="checkbox"/>	<input type="checkbox"/>
15.	Zinc	<input type="checkbox"/>	<input type="checkbox"/>

II. PHENOLS AND CRESOLS

16.	Phenol(s)	<input type="checkbox"/>	<input type="checkbox"/>
17.	Phenol, 2-chloro	<input type="checkbox"/>	<input type="checkbox"/>
18.	Phenol, 2,4-dichloro	<input type="checkbox"/>	<input type="checkbox"/>
19.	Phenol, 2,4,5-trichloro	<input type="checkbox"/>	<input type="checkbox"/>
20.	Phenol, pentachloro	<input type="checkbox"/>	<input type="checkbox"/>
21.	Phenol, 2-nitro	<input type="checkbox"/>	<input type="checkbox"/>
22.	Phenol, 4-nitro	<input type="checkbox"/>	<input type="checkbox"/>
23.	Phenol, 2,4-dinitro	<input type="checkbox"/>	<input type="checkbox"/>
24.	Phenol, 2,4-dimethyl	<input type="checkbox"/>	<input type="checkbox"/>
25.	m-Cresol, p-chloro	<input type="checkbox"/>	<input type="checkbox"/>
26.	o-Cresol, 4,6-dinitro	<input type="checkbox"/>	<input type="checkbox"/>

CHEMICAL COMPOUND		Known Present	Known Absent
-----			
III.	MONOCYCLIC AROMATICS (EXCLUDING PHENOLS, CRESOLS AND PHTHALATES)		
27.	<i>Benzene</i>	<input type="checkbox"/>	<input type="checkbox"/>
28.	<i>Benzene, chloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
29.	<i>Benzene, 1,2-dichloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
30.	<i>Benzene, 1,3-dichloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
31.	<i>Benzene, 1,4-dichloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
32.	<i>Benzene 1,2,4-trichloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
33.	<i>Benzene, hexachloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
34.	<i>Benzene, ethyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
35.	<i>Benzene, nitro</i>	<input type="checkbox"/>	<input type="checkbox"/>
36.	<i>Toluene</i>	<input type="checkbox"/>	<input type="checkbox"/>
37.	<i>Toluene, 2,4-dinitro</i>	<input type="checkbox"/>	<input type="checkbox"/>
38.	<i>Toluene, 2,6-dinitro</i>	<input type="checkbox"/>	<input type="checkbox"/>
IV.	PCB'S AND RELATED COMPOUNDS		
39.	<i>PCB-1016</i>	<input type="checkbox"/>	<input type="checkbox"/>
40.	<i>PCB-1221</i>	<input type="checkbox"/>	<input type="checkbox"/>
41.	<i>PCB-1232</i>	<input type="checkbox"/>	<input type="checkbox"/>
42.	<i>PCB-1242</i>	<input type="checkbox"/>	<input type="checkbox"/>
43.	<i>PCB-1248</i>	<input type="checkbox"/>	<input type="checkbox"/>
44.	<i>PCB-1254</i>	<input type="checkbox"/>	<input type="checkbox"/>
45.	<i>PCB-1260</i>	<input type="checkbox"/>	<input type="checkbox"/>
46.	<i>2-Chloronaphthalene</i>	<input type="checkbox"/>	<input type="checkbox"/>
V.	ETHERS		
47.	<i>Ether, bis (chloromethyl)</i>	<input type="checkbox"/>	<input type="checkbox"/>
48.	<i>Ether, bis</i>	<input type="checkbox"/>	<input type="checkbox"/>
49.	<i>Ether, bis (2-chlorosoprophyl)</i>	<input type="checkbox"/>	<input type="checkbox"/>
50.	<i>Ether, 2-chloroethyl vinyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
51.	<i>Ether, 4-bromophenyl phenyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
52.	<i>Ether, 4-chlorophenyl phenyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
53.	<i>Bis (2-chloroethoxy) methane</i>	<input type="checkbox"/>	<input type="checkbox"/>
VI.	NITROSAMINES AND OTHER NITROGEN-CONTAINING COMPOUNDS		
54.	<i>Nitrosamine, dimethyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
55.	<i>Nitrosamine, diphenyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
56.	<i>Nitrosamine, di-n-propyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
57.	<i>Benzidine</i>	<input type="checkbox"/>	<input type="checkbox"/>
58.	<i>Benzidine, 3,3-dichloro</i>	<input type="checkbox"/>	<input type="checkbox"/>
59.	<i>Hydrazine 1,2-diphenyl</i>	<input type="checkbox"/>	<input type="checkbox"/>
60.	<i>Acrylonitrile</i>	<input type="checkbox"/>	<input type="checkbox"/>



CHEMICAL COMPOUND	Known Present	Known Absent
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## VII. HALOGENATED ALIPHATICS

61.	Methane, bromo-	[]	[]
62.	Methane, chloro-	[]	[]
63.	Methane, dichloro	[]	[]
64.	Methane, chlorodibromo	[]	[]
65.	Methane, dichlorobromo	[]	[]
66.	Methane, tribromo	[]	[]
67.	Methane, trichloro	[]	[]
68.	Methane, tetrachloro	[]	[]
69.	Methane, trichlorofluoro	[]	[]
70.	Methane, dichlorodifluoro	[]	[]
71.	Ethane, 1,1-dichloro	[]	[]
72.	Ethane, 1,2-dichloro	[]	[]
73.	Ethane, 1,1,1-trichloro	[]	[]
74.	Ethane 1,1,2-trichloro	[]	[]
75.	Ethane 1,1,2,1-tetrachloro	[]	[]
76.	Ethane, hexachloro	[]	[]
77.	Ethane, chloro	[]	[]
78.	Ethene, 1,1-dichloro	[]	[]
79.	Ethene, trans-dichloro	[]	[]
80.	Ethene, trichloro	[]	[]
81.	Ethene, tetrachloro	[]	[]
82.	Propane, 1,2-dichloro	[]	[]
83.	Propene, 1,2-dichloro	[]	[]
84.	Butadiene, hexachloro	[]	[]
85.	Cyclopentadiene, hexachloro	[]	[]

## VIII. PHTHALATE ESTERS

86.	Phthalate, di-c-methyl	[]	[]
87.	Phthalate, di-n-ethyl	[]	[]
88.	Phthalate, di-n-butyl	[]	[]
89.	Phthalate, di-n-octyl	[]	[]
90.	Phthalate bis (2-ethylhexyl),	[]	[]
91.	Phthalate, butyl benzyl	[]	[]

## IX. POLYCYCLIC AROMATIC HYDROCARBONS

92.	Acenaphthene	[]	[]
93.	Acenaphthylene	[]	[]
94.	Benzo (a) anthracene	[]	[]
95.	Benzo (a) fluoranthene	[]	[]
96.	Benzo (k) fluoranthene	[]	[]
97.	Benzo (ghi) perylene	[]	[]

CHEMICAL COMPOUND		Known Present	Known Absent
98.	<i>Benzo (a) pyrene</i>	<input type="checkbox"/>	<input type="checkbox"/>
99.	<i>Chrysene</i>	<input type="checkbox"/>	<input type="checkbox"/>
100.	<i>Dibenzo (a,n,)anthracene</i>	<input type="checkbox"/>	<input type="checkbox"/>
101.	<i>Fluoranthene</i>	<input type="checkbox"/>	<input type="checkbox"/>
102.	<i>Fluorene</i>	<input type="checkbox"/>	<input type="checkbox"/>
103.	<i>Indeno (1,2,3-cd) pyrene</i>	<input type="checkbox"/>	<input type="checkbox"/>
104.	<i>Naphthalene</i>	<input type="checkbox"/>	<input type="checkbox"/>
105.	<i>Phenanthrene</i>	<input type="checkbox"/>	<input type="checkbox"/>
106.	<i>Pyrene</i>	<input type="checkbox"/>	<input type="checkbox"/>
X.	<i>PESTICIDES</i>		
107.	<i>Acrolein</i>	<input type="checkbox"/>	<input type="checkbox"/>
108.	<i>Aldrin</i>	<input type="checkbox"/>	<input type="checkbox"/>
109.	<i>BHC (Alpha)</i>	<input type="checkbox"/>	<input type="checkbox"/>
110.	<i>BHC (Beta)</i>	<input type="checkbox"/>	<input type="checkbox"/>
111.	<i>BHC (Gamma) or Lindane</i>	<input type="checkbox"/>	<input type="checkbox"/>
112.	<i>BHC (Delta)</i>	<input type="checkbox"/>	<input type="checkbox"/>
113.	<i>Chlordane</i>	<input type="checkbox"/>	<input type="checkbox"/>
114.	<i>DDD</i>	<input type="checkbox"/>	<input type="checkbox"/>
115.	<i>DDE</i>	<input type="checkbox"/>	<input type="checkbox"/>
116.	<i>DDT</i>	<input type="checkbox"/>	<input type="checkbox"/>
117.	<i>Dieldrin</i>	<input type="checkbox"/>	<input type="checkbox"/>
118.	<i>Endosulfan (Alpha)</i>	<input type="checkbox"/>	<input type="checkbox"/>
119.	<i>Endosulfan (Beta)</i>	<input type="checkbox"/>	<input type="checkbox"/>
120.	<i>Endosulfan Sulfate</i>	<input type="checkbox"/>	<input type="checkbox"/>
121.	<i>Endrin</i>	<input type="checkbox"/>	<input type="checkbox"/>
122.	<i>Endrin aldehyde</i>	<input type="checkbox"/>	<input type="checkbox"/>
123.	<i>Heptachlor</i>	<input type="checkbox"/>	<input type="checkbox"/>
124.	<i>Heptachlor expoxide</i>	<input type="checkbox"/>	<input type="checkbox"/>
125.	<i>Isophorone</i>	<input type="checkbox"/>	<input type="checkbox"/>
126.	<i>TCDD (or Dioxin)</i>	<input type="checkbox"/>	<input type="checkbox"/>
127.	<i>Toxephene</i>	<input type="checkbox"/>	<input type="checkbox"/>

C.5 If you are unable to identify the chemical constituents of products you use that are discharged in your wastewater, attach copies of the materials safety data sheets for such products.

Check Yes or No if copies of the materials safety data sheets (MSDS) for such products are attached.

☐ Yes ☐ No

**SECTION D - OTHER WASTE**

D.1 Is there any liquid waste or sludge from this firm disposed of by means other than discharge into the sewer system?

☐ Yes                      ☐ No

If "No", skip remainder of Section D.

If "Yes", complete D.2 and D.3.

D.2 This waste may best be described as follows:

Estimated Gallons or Pounds/Year

☐ Acids and Alkalines

\_\_\_\_\_

☐ Heavy Metal Sludge

\_\_\_\_\_

☐ Inks/Dyes

\_\_\_\_\_

☐ Oil and/or Grease

\_\_\_\_\_

☐ Organic Compounds

\_\_\_\_\_

☐ Paints

\_\_\_\_\_

☐ Pesticides

\_\_\_\_\_

☐ Plating Waste

\_\_\_\_\_

☐ Pretreatment Sludge

\_\_\_\_\_

☐ Solvents/Thinners

\_\_\_\_\_

☐ Other Hazardous Waste (specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Other waste (specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D.3 For any items checked in D.1 or D.2, does your company provide:

☐ on-site storage

☐ off-site storage

☐ on-site disposal

☐ off-site disposal

Briefly describe the method(s) of storage or disposal noted above.

\_\_\_\_\_ **SECTION E - WASTESTREAM CHARACTERISTICS**

E.1 Number of discharges from regulated processes (those with an existing or proposed categorical limit) \_\_\_\_\_ to sanitary sewer system and their locations. \_\_\_\_\_

Note: Any regulation containing pollutant discharge limits promulgated by the U. S. Environmental Protection Agency in accordance with section 307(b) and (c) of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

E.2 Provide a schematic drawing showing the regulated process wastestreams, unregulated wastestreams, domestic wastewater flows, cooling water, boiler blow down, etc.

E.3 Wastewater Characteristics

a. Daily Flow: Average Daily Flow (GPD) \_\_\_\_\_  
Average Maximum Daily Flow (GPD) \_\_\_\_\_

b. Identify the discharge from each regulated process and check type of discharge.

Process Continuous Intermittant Batch Flow (GPD)


c. Waste characteristics at point of discharge:

BOD (mg/L)		pH (S.U.)	
COD (mg/L)		Temp. oC	
TOC (mg/L)		Alkalinity (mg/L)	
TSS (mg/L)		Copper (mg/L)	
TDS (mg/L)		Lead (mg/L)	
Surface Tension (dynes/cm)		Petroleum Derived Oil and Grease (mg/L)	

Note: Abbreviations: BOD5 - Biochemical Oxygen Demand;  
COD - Chemical Oxygen Demand;  
TOC - Total Organic Carbon;  
TSS - Total Suspended Solids;  
TDS - Total Dissolved Solids;  
S.U. - Standard Units.

Priority Pollutants shown in Section C.4

Pollutants


Concentration (mg/L)


Flow at time sample collected \_\_\_\_\_ MGD

d. Priority Pollutants at each regulated process:

PROCESS	POLLUTANT(S)	CONCENTRATION (mg/L)

E.4 Does the discharged wastewater:

- a) Create a fire or explosion hazard? Yes\_\_\_ No\_\_\_
- b) Have a pH lower than 5.0 su? Yes\_\_\_ No\_\_\_
- c) Contain a substance that can obstruct the flow in the collection system? Yes\_\_\_ No\_\_\_

E.5 Identify if your discharge is subject to any categorical pretreatment standards issued by the Protection Agency. Indicate whether or not these standards are in compliance.

Environmental

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E.6 If additional pretreatment facilities or better operation and maintenance are required to meet the standards in Section E, what is the shortest schedule by which these corrections can be completed?

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**ATTACHMENT B**  
**ENFORCEMENT RESPONSE PLAN**



# **CITY OF GEORGETOWN PRETREATMENT PROGRAM**



## **ENFORCEMENT RESPONSE PLAN**

Effective: October 1, 2019

# **CITY OF GEORGETOWN'S PRETREATMENT PROGRAM ENFORCEMENT RESPONSE PLAN**

## **I. INTRODUCTION**

In accordance with 40 CFR 403.8(f) and the City of Georgetown's (the City's) NPDES permit, the City is required to develop and implement an Enforcement Response Plan (ERP) with Guide (ERG) for approval in accordance with R.61-9.403.8(f) (5). The USEPA requires the City to describe its compliance monitoring procedures, and its use and escalation of various enforcement responses, as well as time frames and responsibilities. The ERP shall contain detailed procedures indicating how the City will investigate and respond to instances of Industrial User (IU) non-compliance. The ERP shall, at a minimum:

- Describe how the Sewer Authority will investigate instances of non-compliance;
- Describe the types of escalating enforcement responses the City will take in response to all anticipated types of Industrial User violations and the time periods within which responses will take place;
- Identify (by title) the official(s) responsible for each type of response; and
- Reflect adequately the City's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8(f)(1) and (f)(2).

## **II. ENFORCEMENT PRINCIPLES AND PROCEDURES**

### **A.) Responsibilities, Procedures, and Time Frames**

The City has enforcement powers to the extent of its legal authority. The legal authority to implement and enforce the pretreatment program is detailed in City's Pretreatment Ordinance. The City recognizes that its enforcement responses are always limited to those authorized under Federal and State laws, and the City's ordinance. The enforcement response must be appropriate to the violation. Throughout the enforcement process, it is important for all levels of

management to be able to assess the effectiveness of the pretreatment program and to identify progress or deficiencies. The enforcement procedures described in the ERP give management the information needed to ensure that the City makes timely decisions and the program is successfully implemented. To provide for internal management control, the ERP:

1. Identifies the individual(s) or unit(s) responsible for each element of the ERP;
2. Describes procedures for collecting and disseminating information including the sampling and inspection of IUs and notifying IUs of violations;
3. Ensures tracking of program activities including compliance reviews and enforcement actions;
4. Allows for the evaluation of specific activities in terms of their quality, timeliness (see time frames outlined in the discussions throughout the ERP and in the ERG (Attachment A)), results, and accomplishment of program objectives.

#### **B). Industrial User Inventory Data**

A complete and accurate compilation of the pertinent data is the foundation of a compliance tracking and the enforcement system. A current inventory of IUs must be maintained under 40 CFR 403.8(0)(2)(1) and includes name, location, identification number, effluent limits, basis for the limits (such as categorical limits or local limits), volume of discharge, pretreatment permit status, compliance dates and other special requirements, category, and identify industries as IU or as Significant Industrial Users (SIU) as defined in 40 CFR 403.3 (j), (v).

#### **C). Sampling and Inspection of Industrial Users**

The City's pretreatment program will include field investigations. The field investigations may be routine compliance monitoring or special monitoring in response to violations, technical problems, or to support permit modifications. City will be responsible for the coordination of all sampling, inspections, and for ensuring that they are performed in accordance with established procedures. It is critical that proper procedures be followed during sampling and inspections, including quality assurance/quality control and chain-of-custody procedures, so that all information collected may be used as evidence in enforcement proceedings, if necessary. (All permit violations found from routine compliance monitoring, special monitoring, or IU self-monitoring are subject to appropriate enforcement action.)

#### **D). Types of Violation**

The following is a list of different types of violations, by category. This list is not inclusive but serves as a general list of anticipated types of non-compliance. The IU's permit, the City's Pretreatment Ordinance, and State and Federal regulations serve as additional references for Pretreatment Requirements.

**Un-Permitted Discharges:** Users are responsible for obtaining and renewing permits, if required.

**Permit Limits Violations:** Users are responsible for maintaining compliance with all permit effluent limits. The City will evaluate the extent of any limit violation(s). In determining the extent of violations, significant non-compliance (SNC) as defined by State and EPA regulations, will be determined.

**Monitoring Violations:** A User who fails to adequately conduct all the monitoring required in the permit, including monitoring frequencies and sampling methods specified, is in violation. This includes a User who does not resample in accordance with their permit when a limit violation occurs.

**Reporting Violations:** A User who fails to provide information (e.g. self- monitoring reports) required in their permit or the Pretreatment Ordinance in the required time frame is in violation. Late or incomplete reports will also be considered violations. A SIU who submits a report more than 45 days late will be considered in SNC.

**Permit Conditions:** Failure to apply or reapply for a permit is considered a violation. Users who violate the general or other conditions (e.g. slug loading, dilution prohibition) outlined in their permits or the Pretreatment Ordinance shall be in violation.

**Enforcement Orders:** Failure to meet the requirements of an order (e.g. interim limits, milestone dates, etc.), whether the order was entered voluntarily or mandated by the Water Utilities Manager (WWUM), shall be considered a violation. Missing a scheduled compliance milestone by more than 90 days is considered SNC.

### **III. ENFORCEMENT EVALUATION**

The violations and discrepancies that are identified during compliance screening will be reviewed to evaluate the type of enforcement response needed. An ERG has been developed in accordance with the City's Pretreatment Ordinance, State and Federal regulations to assist in this evaluation and is included at Attachment A of this plan. The ERG identifies the types of responses that are appropriate based on factors

concerning the nature of the violation (such as average or maximum limit; reporting late or deficient), the duration of the violation, the frequency of the violation (isolated or recurring), the potential impact of the violation, and the compliance history of the IU or SIU. The ERG assists in this evaluation reflecting the following concepts:

- (1) The City must review and respond to violations of pretreatment requirements.
- (2) The City will notify the Industrial User when a violation is found.
- (3) For most violations, the City will receive an explanation and, as appropriate, a plan from the IU to correct the violation within a specified time.
- (4) If the violation(s) persist or the explanation and the plan are not adequate, the City's response will become more formal and commitments (or schedules, as appropriate) for compliance will be established in an enforceable document.
- (5) The enforcement response selected will be related to the seriousness of the violation. Enforcement responses will be escalated if compliance is not achieved expeditiously after taking initial action. (See Attachment B, Administrative Penalty Matrix).

The enforcement responses are divided into informal responses and formal responses:

- (1) Informal actions include:
  - ✓ Informal Documented Correspondence to Industrial Users (e-mail, letter, phone call)
- (2) Formal actions include:
  - ✓ Notice of Violation (NOV)
  - ✓ Show Cause Order (SCO) and Administrative Orders
  - ✓ Administrative penalties
  - ✓ Civil suit for injunctive relief and/or civil penalties and damages
  - ✓ Criminal prosecution
  - ✓ Termination of services (revoking permit or authorization letter)

#### **IV. PENALTY CALCULATION RATIONALE**

In accordance with the authority vested in the Publicly Owned Treatment Works (POTW) WUM under the Pretreatment Ordinance, the civil penalty calculation shall be based upon a documented record of non-compliance of a state or federal rule or regulation, standard, permit or the

Pretreatment Ordinance. The administrative civil penalty may be included in an Order issued by the WUM.

The penalty range and amount are derived with consideration of the following factors:

1. Degree of harm or potential for harm (PFH) to the public health, safety, or the environment,
2. Extent of deviation (EOD) from the requirements of the statute, regulation, standard or permit,
3. Frequency or duration of the violation,
4. Economic benefit as a result of non-compliance,
5. Cost of restoration of the environment or abatement of the environmental harm,
6. Past performance record or history of non-compliance,
7. Degree of willfulness or negligence.

NOTE: It is recommended that a civil penalty assessment rationale be developed for each enforcement action for which a civil penalty is assessed.

The POTW reserves the right to issue an Order with a statutory maximum penalty.

Penalties for long-lasting and/or continuing violations (such as, but not limited to unauthorized discharges or poor operation and maintenance) and recovery of economic benefit, when determined, may be assessed per occurrence, per month, or per week.

Stipulated penalties may be used when appropriate. The POTW may escalate enforcement actions and increase penalty amounts to encourage compliance and ensure efficiency of operation during upgrades.

#### **STEPS FOR CALCULATING A CIVIL PENALTY**

##### **STEP 1**

Confirm all the pertinent facts of the alleged violation(s) with appropriate personnel.

##### **STEP 2**

Calculate the economic benefit derived by the responsible party for non-compliance, if applicable.



[NOTE: This calculation can only be done using reasonable capital and operational cost estimates assisting that the installation/proper maintenance/licensing of the required equipment or personnel; or proper installation/construction; or appropriate sampling; or site remediation/protection/registration would have allowed the IU to achieve compliance with the applicable regulations. This information may not be available prior to the initial enforcement conference and the penalty would need to be adjusted upward at a later date to include this penalty component.]

### STEP 3

Calculate the Gravity Component for each violation with consideration of the Pretreatment Ordinance and "Penalty Matrix."

#### STEP 3a

Determine an appropriate degree of "Potential for Harm" to human health or the environment.

#### STEP 3b

Determine the appropriate degree of the "Extent of Deviation" from the applicable statute or regulation.

#### STEP 3c

Select the applicable penalty range from the "Administrative Penalty Matrix".

#### STEP 3d

Determine the amount of penalty from the penalty range by evaluating the criteria for the number of violation occurrences.

### STEP 4

For each violation in the Gravity Component, using the Administrative Penalty Matrix provided in Attachment B, determine if there were additional or multiple violations and/or recalcitrance. Then, for each violation in the Gravity Component, multiply the assessed amount by 1 to 2.5 (0-150%) to allow for a recalcitrance/multiple violation factor.

[Note: The penalty may be adjusted upward to address additional violations in excess of those on which the Gravity Component was calculated and/or the documented demonstration of un-cooperativeness, i.e. unjustified delays in preventing, correcting, or mitigating violations, violations of previous orders, failure to provide timely or complete information, etc.]

#### STEP 5

Determine whether the IU has had previous Orders for the same violation to provide for a Violation Reoccurrence Factor (Repeat Violator). For a second offense violation within a three-year period, take the total Gravity Component and multiply it by 0.5 to 1.0 (50%-100%). For a third offense within a five-year period, take the total Gravity Component and multiply it by 1.0 to 3.0 (100%-300%).

The administrative penalty may be adjusted upward or downward if additional violations are discovered or if violations did not actually exist or economic benefit needs additional consideration.

#### STEP 6

Determine additional "Adjustment Factors":

1. Degree of cooperation or good faith efforts (0-15%)
2. Measures taken to prevent reoccurrence (0-15%)

[Note: Consideration of these factors allow for the downward adjustment of the total penalty amount calculated. Allowance may be made for IUs with an average monthly flow of <0.5 Million Gallons per Day (MGD). The maximum penalty reduction should be no more than the higher of (a) economic benefit plus 10% of calculated penalty; or, (b) 25% of calculated penalty.]

The WUM may consider acceptance of a Supplemental Environmental Project (SEP) by an IU with whom the City had engaged an enforcement action, including an Order and administrative penalty. A SEP is an environmentally beneficial project or activity that is not required by law, but which the IU voluntarily agrees to undertake as part of the settlement of an enforcement action. The SEP is a project or activity that goes beyond what could legally be

required to return the IU to a compliant status and secures for City environmental and/or public health benefits in addition to those achieved by compliance with applicable law.

[Note: Any SEP submitted, reviewed and approved allowing for an adjustment of the civil penalty calculated shall be processed in consideration of the 2015 Update of the 1998 U.S. EPA Supplemental Environmental Project Policy, dated March 10, 2015.]

#### STEP 7

The total civil penalty settlement amount is based upon the following formula:

**CIVIL PENALTY = Economic Benefit** (as is or adjusted) + **Total Gravity Component** (as is or adjusted) + **Recalcitrance/Multiple Factor** (See STEP 4) (as is or adjusted) + **Violation Reoccurrence Factor** (See STEP 5) (as is or adjusted) - additional adjustment factors (from STEP 6)

## **V. ADMINISTRATIVE PENALTY MATRIX**

This Administrative Penalty Matrix is used to determine the Gravity Component penalty range for violations. Each violation cited should be run through the Administrative Penalty Matrix to determine the Total Gravity Component of the penalty. Potential for Harm (PFH) means the potential for harm to the WWTP, human health, or the environment (in the event of Pass-through). Extent of Deviation (EOD) is pertaining to the degree that the IU deviate from the relevant requirement, statute, or regulation.

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

UN-PERMITTED DISCHARGE (NO PERMIT)						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b>Unpermitted Discharge</b>	<b>Discharge Unknown to IU No Harm to POTW or Environment</b>  PFH - Minor EOD - Minor to Moderate	<u>Any of the following:</u> Notice of Violation (NOV) with or without Penalty, Show Cause Order (SCO), or Consent Order (CO)  \$0 - \$800/Day	Within 15 days	IPC	Submit Industrial Waste Survey (IWS) within 30 days	<u>Any of the following:</u> SCO, CO, Administrative Order (AO) with Penalty
	<b>Discharge Unknown to IU Harm to POTW or Environment</b>  PFH - Moderate to Major EOD - Moderate to Major	<u>Any of the following:</u> SCO, AO with Penalty, or Emergency Suspension of Service (ESS)  \$800 - \$2000/Day	Immediate	WUM	Halt Discharge immediately, Submit IWS <u>and</u> Written Explanation within 15 days	<u>Any of the following:</u> ESS, Termination of Service (TOS), Criminal Investigation (CI), or Civil Litigation (CL)
	<b>Discharge Known to IU No Harm to POTW or Environment</b>  PFH - Minor EOD - Minor to Moderate	NOV with Penalty  \$0 - \$800/Day	Immediate	WUM	Halt Discharge immediately, Submit IWS <u>and</u> Written Explanation within 30 days	<u>Any of the following:</u> SCO, CO, AO with Penalty, ESS, or TOS
	<b>Discharge Known to IU Harm to POTW or Environment</b>  PFH - Moderate to Major EOD - Moderate to Major	<u>Any of the following:</u> SCO, AO with Penalty, ESS, TOS, CI, or CL  \$800 - \$2000/Day	Immediate	WUM	Halt Discharge immediately, Submit IWS <u>and</u> Written Explanation within 15 days	<u>Any of the following:</u> ESS, TOS, CI, or CL

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

PERMIT LIMIT VIOLATION						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Permit Limit</u></b>	<b>Isolated - Not Significant</b>  PFH - Minor EOD – Minor	Documented Correspondence (only if first offense) otherwise, NOV without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Resample <u>and</u> Submit Written Explanation within 30 days	NOV with Penalty
	<b>Isolated - Significant (&gt;TRC)</b>  PFH - Minor EOD - Moderate to Major	NOV with Penalty  \$400 - \$1200/Day	Within 15 days	IPC	Resample <u>and</u> Submit Written Explanation within 30 days	<u>Any of the following:</u> NOV with Penalty, SCO, or CO
	<b>Reoccurring - Not Significant</b>  PFH - Minor EOD – Minor	<u>Any of the following:</u> NOV with or without Penalty, SCO, or CO  \$0 - \$400/Day	Within 15 days	IPC	Resample <u>and</u> Submit Written Explanation within 30 days	<u>Any of the following:</u> SCO, CO, or AO with Penalty
	<b>Reoccurring – Significant (&gt;TRC)</b>  PFH - Minor to Major EOD - Moderate to Major	<u>Any of the following:</u> NOV with Penalty, SCO, or CO  \$400 - \$2000/Day	Immediate	WUM	Resample <u>and</u> Submit Written Explanation within 30 days	<u>Any of the following:</u> SCO, CO, AO with Penalty, ESS, or TOS
	<b>Industry in Significant Non- Compliance or Chronic Non- Compliance</b>  PFH - Minor to Major EOD - Moderate to Major	SCO or CO  \$400 - \$2000/Day	Immediate	WUM	Submit Written Explanation <u>and</u> Corrective Action Plan (CAP) within 30 days	<u>Any of the following:</u> SCO, AO with Penalty, ESS, or TOS

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

REPORTING VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Reporting</u></b>	<b>DMR is Improperly Signed or Certified - Isolated Event</b>  PFH - Minor EOD - Minor	Documented Correspondence (only if first offense) otherwise, NOV  \$0-\$400/Day	Within 15 days	IPC	Re-submit DMR <u>with</u> Written Explanation within 5 days	NOV with Penalty
	<b>DMR is Improperly Signed or Certified – Reoccurring</b>  PFH - Minor EOD - Minor to Moderate	NOV with or without Penalty  \$0 - \$800/Day	Within 15 days	WUM	Re-submit DMR <u>with</u> Written Explanation within 5 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Late DMR or Report (&lt;5 days late)</b>  PFH - Minor EOD – Minor	Documented Correspondence (only if first offense) otherwise, NOV  \$0-\$400/Day	Within 15 days	IPC	Submit DMR or Report <u>with</u> Written Explanation within 5 days	NOV with Penalty
	<b>Late DMR or Report (&gt;5 days late)</b>  PFH - Minor EOD – Moderate	NOV with Penalty  \$50 - \$400/Day	Within 15 days	IPC	Submit DMR or Report <u>with</u> Written Explanation within 5 days	NOV with Penalty
	<b>Late DMR or Report (&gt; 30 days or more)</b>  PFH - Minor EOD - Moderate to Major	NOV with Penalty  \$400-\$1200/Day	Within 15 days	WUM	Submit DMR or Report <u>with</u> Written Explanation within 5 days	<u>Any of the following:</u> SCO, CO, or AO with Penalty
	<b>Late DMR or Report (&gt; 45 days or more - SNC)</b>  PFH - Minor EOD - Major	<u>Any of the following:</u> SCO, CO, or AO with Penalty  \$800-\$1200/Day	Within 15 days	WUM	Submit DMR or Report <u>with</u> Written Explanation within 5 days	ESS or TOS



## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

REPORTING VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Reporting</u></b>	<b>Failure to Report Spill No Known Harm to POTW or Environment</b>  PFH - Moderate to Major EOD - Moderate to Major	NOV with Penalty  \$400 - \$1200/Day	Within 15 days	IPC	Submit Written Explanation within 5 days <u>with</u> CAP <u>and</u> Spill Control Plan (as necessary) within 10 days	<u>Any of the following:</u> SCO, CO, or AO with Penalty
	<b>Failure to Report Spill Harm to POTW or Environment</b>  PFH - Moderate/Major EOD - Moderate/Major	<u>Any of the following:</u> SCO, CO, or AO with Penalty  \$800 - \$2000/Day	Immediate	WUM	Submit Written Explanation within 5 days <u>with</u> CAP <u>and</u> Spill Control Plan (as necessary) within 10 days	<u>Any of the following:</u> SCO, AO with Penalty, ESS, TOS, CI, or CL
	<b>Falsification</b>  PFH - Moderate to Major EOD - Major	<u>Any of the following:</u> SCO, AO with Penalty, ESS, TOS, CI, or CL  \$1200 - \$2000/Day	Immediate	WUM	Submit Written Explanation <u>and</u> CAP within 5 days	<u>Any of the following:</u> ESS, TOS, CI, or CL

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

MONITORING VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Monitoring</u></b>	<b>Failure to Monitor Pollutants as Required by Permit - Isolated Event</b>  PFH - Minor EOD – Minor	NOV with or without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO with Penalty, or AO with Penalty
	<b>Failure to Monitor Pollutants as Required by Permit - Reoccurring</b>  PFH - Minor to Moderate EOD – Moderate	NOV with Penalty  \$400 - \$1200/Day	Within 15 days	IPC	Submit Written Explanation within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO with Penalty, AO with Penalty, ESS, or TOS
	<b>Failure to Resample After a Permit Violation - Isolated Event</b>  PFH - Minor EOD – Minor	<u>Any of the following</u> Informal Documented Correspondence, NOV with or without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation within 15 days	NOV with Penalty
	<b>Failure to Resample After a Permit Violation - Reoccurring</b>  PFH - Minor to Moderate EOD – Moderate	SCO or CO with Penalty  \$400 - \$1200/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> SCO, AO with Penalty, ESS, or TOS

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

MONITORING VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Improper Sampling</u></b>	<b>Not Intentional</b>  PFH - Minor to Moderate EOD - Minor to Moderate	NOV with or without Penalty  \$0 - \$1200/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Evidence of Intent</b>  PFH - Moderate to Major EOD - Moderate to Major	<u>Any of the following</u> SCO, AO with Penalty, or ESS  \$800 - \$2000/Day	Immediate	WUM	Submit Written Explanation <u>and</u> CAP within 5 days	<u>Any of the following:</u> ESS, TOS, CI, or CL
<b><u>Failure to Install Monitoring Equipment</u></b>	<b>Delay of Less Than 30 days</b>  PFH - Minor EOD - Minor	NOV with or without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Delay of 30 days or more</b>  PFH - Minor to Moderate EOD - Moderate to Major	<u>Any of the following</u> NOV with Penalty, SCO, or CO  \$400 - \$1600/Day	Within 15 days	UM	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> SCO, CO, AO with Penalty, or ESS

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

MONITORING VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Failure to Report Additional Monitoring</u></b>	<b>Isolated Event</b>  PFH - Minor EOD - Minor	Informal Documented Correspondence or NOV  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation within 15 days	<u>Any of the following:</u> NOV with or without Penalty, SCO, or AO with Penalty
	<b>Reoccurring</b>  PFH - Minor EOD - Moderate	NOV with Penalty  \$400 - \$800/Day	Within 15 days	WUM	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, AO with Penalty, or ESS
OTHER VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Failure to Properly Operate &amp; Maintain Pretreatment Facility</u></b>	<b>Isolated Event (with no affect upon discharge quality)</b>  PFH - Minor EOD - Minor	<u>Any of the following:</u> Informal Documented Correspondence; NOV with or without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Reoccurring</b>  PFH – Minor EOD – Moderate	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with penalty  \$400 - \$800/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> SCO, CO, AO with Penalty, ESS, or TOS

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

OTHER VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Failure to Renew Permit</u></b>	<b>Failure to Submit Permit Application When Due</b> ≤30 days PFH - Minor/EOD - Minor >30 days PFH - Minor/EOD Moderate >60 days PFH - Minor /EOD – Major	NOV with or without Penalty  \$0 - \$400/Day \$400 - \$800/Day \$800 - \$1200/Day	Within 15 days	IPC	Submit Industrial Waste Survey (IWS) <u>and</u> Written Explanation within 30 days	<u>Any of the following:</u> NOV with Penalty, SCO, AO with Penalty, ESS, or TOS
<b><u>Entry Denial</u></b>	<b>Isolated or Reoccurring</b>  PFH - Minor EOD – Moderate	Obtain Warrant and Return  \$400 - \$800/Day	Immediate	WUM	Submit Written Explanation within 5 days	<u>Any of the Following:</u> ESS, TOS, CI, or CL
<b><u>Inadequate Record Keeping</u></b>	<b>Inspection Results in Incomplete or Missing Documents</b>  PFH - Minor EOD - Minor	<u>Any of the following:</u> Informal Documented Communication of deficiency, NOV with or without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the Following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Reoccurring Violation of Above</b>  PFH - Minor EOD - Moderate	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty  \$400 - \$800/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 15 days	<u>Any of the following:</u> SCO, AO with Penalty, ESS, or TOS
<b><u>Illegal Discharge</u></b>	<b>Isolated</b>  PFH - Minor to Major EOD - Moderate to Major	<u>Any of the following:</u> NOV with Penalty, SCO, CO, or AO with Penalty \$400 - \$2000/Day	Immediate	WUM	Halt Discharge immediately, Submit Written Explanation <u>and</u> CAP within 5 days	<u>Any of the following:</u> SCO, AO with Penalty, ESS, TOS, CI, or CL
	<b>Reoccurring</b>  PFH - Moderate to Major EOD - Moderate to Major	SCO or AO with Penalty  \$800 - \$2000/Day	Immediate	WUM	Halt Discharge immediately, Submit Written Explanation <u>and</u> CAP within 5 days	<u>Any of the following:</u> ESS, TOS, CI, or CL

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

OTHER VIOLATIONS						
VIOLATION TYPE	NATURE OF VIOLATION POTENTIAL FOR HARM (PFH) EXTENT OF DEVIATION (EOD)	POTW ENFORCEMENT ACTION OPTIONS PENALTY LIABILITY RANGE	POTW TIME FRAME	POTW OFFICIAL	INDUSTRIAL USER RESPONSE REQUIRED	ESCALATED ENFORCEMENT ACTION OPTIONS
<b><u>Violation of Administrative Order Requirements</u></b>	<b>Isolated or Reoccurring</b>  PFH - Minor to Major EOD - Moderate to Major	<u>Any of the following:</u> Notice of Order Violation, SCO, AO with Penalty, ESS, TOS, CI, or CL  \$400 - \$2000/Day	Immediate	WUM	Submit Written Explanation <u>and</u> CAP within 10 days	<u>Any of the Following:</u> ESS, TOS, CI, or CL
<b><u>Failure to Meet Compliance Schedules</u></b>	<b>Missed Milestone (&lt;30 days) with acceptable explanation; Will Not Affect Final Milestone</b> PFH - Minor EOD – Minor	NOV granting extension without Penalty  \$0 - \$400/Day	Within 15 days	IPC	Submit Written Explanation <u>and</u> CAP within 10 days	NOV with Penalty
	<b>Missed Milestone (&gt;30 days) with acceptable explanation; Will Affect Final Milestone</b>  PFH - Minor EOD – Minor	<u>Any of the Following:</u> NOV with or without Penalty, SCO, or CO  \$0 - \$400/Day	Within 15 days	WUM	Submit Written Explanation <u>and</u> CAP within 10 days	<u>Any of the Following:</u> NOV with Penalty, SCO, CO, or AO with Penalty
	<b>Missed Milestone (&gt;30 days) with NO acceptable explanation Will Affect Final Milestone</b>  PFH - Minor EOD – Moderate	<u>Any of the Following:</u> NOV with Penalty, SCO, CO, or AO with Penalty  \$400 - \$800/Day	Immediate	WUM	Submit Written Explanation <u>and</u> CAP within 10 days	<u>Any of the Following:</u> SCO, CO, AO with Penalty, ESS, or TOS



## **ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)**

### **Time Frames for Responses:**

- A. All violations will be identified and documented within ten (10) days of receiving information.
- B. Initial enforcement responses [involving contact with the Industrial User and requesting information on corrective or preventative action(s)] will occur within fifteen (15) days of violation detection.
- C. Follow-up actions for continuing or re-occurring violations will be taken within sixty (60) days of the initial enforcement response. For all continuing violations, the response will include a Consent or Administrative Order schedule.
- D. Violations which threaten health, property, or environmental quality are considered an emergency and will receive immediate responses such as halting the discharge or terminating service.
- E. All violations meeting the criteria for significant non-compliance will be addressed with an enforceable order within thirty (30) days of the identification of the significant non-compliance.
- F. All days are working days.
- G. All enforcement responses are subject to Modification.
- H. The UM has the authorization and overall responsibility of the IPC

### **Possible Enforcement Actions**

- |  |   |
|--|---|
| 1 - Informal Documented Correspondence | 6 - Emergency Suspension of Service (ESS) |
| 2 - Notice of Violation (NOV)          | 7 - Termination of Service (TOS)          |
| 3 - Show Cause Order (SCO)             | 8 - Criminal Investigation (CI)           |
| 4 - Consent Order (CO)                 | 9 - Civil Litigation (CL)                 |
| 5 - Administrative Order (AO)          |   |

**Note: Consult “Penalty Calculation Rationale” in Enforcement Response Plan when determining appropriate penalty liability.**

## ATTACHMENT A - CITY OF GEORGETOWN ENFORCEMENT RESPONSE GUIDE (ERG)

### Abbreviations, Terms & Definitions

**Administrative Order (AO)** - An administrative order is an enforceable document issued by the Control Authority to an industrial user, person or company to take certain corrective action regarding violation(s) to Control Authority's Industrial Pretreatment Program or Ordinances, State or Federal regulations. An administrative order is issued with a penalty.

**Civil Litigation (CL)** - An action taken by the Control Authority against an industrial user seeking injunctive relief, monetary penalties and/or actual damages.

**Consent Order (CO)** - A consent order is a voluntary agreement worked out between the Control Authority and an industrial user regarding a violation of the Control Authority's Industrial Pretreatment Program or Ordinance, State or Federal regulations. A consent order can be issued with or without a penalty.

**Criminal Investigation (CI)** - An action initiated through referral by the Control Authority when activities or actions by an industrial user or its employees are observed, or when information is gathered, which provides evidence of the commission of an environmental crime.

**Harm to POTW** – The incremental effect of a non-domestic (industrial) discharge that results in measurable or observed damage to the collection lines, pump stations and appurtenances, or causes treatment process interference or pass through of pollutants at the wastewater treatment plant.

**Informal Documented Correspondence** - May be a phone call or email but must be documented. Only appropriate for Minor and isolated infractions

**Isolated Event** - May be one or several violations but indicates a new condition.

**IPC** - Industrial Pretreatment Coordinator

**IU** - Industrial User

**IWS** - Industrial Waste Survey

**Notice of Violation (NOV)** - A NOV notifies the IU that the Control Authority believes the IU committed one or more violations and provides instructions for how to come into compliance. An NOV can be issued with or without a penalty.

**Penalty** - Monetary penalty assessed by the CA as penalties allowed under the ordinance.

**Reoccurring Violation** – A violation for which an enforcement action was taken that re-occurs within thirty (30) to ninety (90) days following the date of completion of an approved corrective action plan designed to remedy the noncompliance addressed.

**Show Cause Order** - Formal notice to meet requiring the IU to appear and demonstrate why the CA should not take a proposed enforcement action against them. The meeting may also serve as a forum to discuss Corrective Actions and Compliance Schedules.

**SNC** - Significant Noncompliance

**SUO** - Sewer Use Ordinance

**WUM** – Water Utilities Manager

## ATTACHMENT B

### CITY OF GEORGETOWN'S INDUSTRIAL PRETREATMENT PROGRAM

#### ADMINISTRATIVE PENALTY MATRIX

		EXTENT OF DEVIATION (EOD)		
	Penalty Range*	Minor	Moderate	Major
POTENTIAL FOR HARM (PFH)	Minor	\$0 – \$400 (20%)	\$400 – \$800 (40%)	\$800 – \$1,200 (60%)
	Moderate	\$400 – \$800 (40%)	\$800 – \$1,200 (60%)	\$1,200 – \$1,600 (80%)
	Major	\$800 – \$1,200 (60%)	\$1,200 – \$1,600 (80%)	\$1,600 – \$2,000 (100%)

NOTE: Violations of the Pretreatment Ordinance, Orders, permits, federal or state pretreatment program rules, or regulations, provides for maximum civil penalties in the amount of \$2,000 per day of violation.

[\*Penalty ranges are derived from the percentages shown of the maximum penalty amount set forth in the SUO, state or federal regulations.]

# ATTACHMENT C

## PRETREATMENT PROGRAM FEES

### Application and Renewal Fees

SIU Permit Application \$680.00

Septic Tank/Grease Hauler \$200.00

### Addendum Fees

SIU \$200.00

### Annual Inspection Fees

SIU without Pretreatment \$720.00

SIU with Pretreatment \$1040.00

### Late Reporting Fee

SIU \$50.00 every day thereafter until report is received

### Hauled Waste

Basic Charge (FOG and Septage) \$ 0.060 per gallon based on truck capacity effective July 1, 2017

### Surcharge Fees

*Using an average of three (3) applicable sample results, a surcharge will be determined for every permitted source of industrial waste based on the following formula:*

$$\text{Surcharge} = V \times 8.34 [A (C - D)]$$

*Where:*

*V = Wastewater billed in millions of gallons during the billing cycle*

*A = Rate in dollars per pound for that constituent*

*BOD = \$0.23/lb.*

*TSS = \$0.19/lb.*

*Ammonia = \$0.56/lb.*

*COD = \$0.11/lb.*

*C = Constituent (BOD, COD, NH<sub>4</sub>, or TSS)*

*D = Typical domestic value for that constituent*

*BOD = 250 mg/l*

*COD = 600 mg/l*

*TSS = 250 mg/l*

*NH<sub>4</sub> = 25 mg/l*

*8.34 = pounds per gallon of water*

Item Number: 8.a  
Meeting Date: 8/27/2019  
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Georgetown County Planning Commission

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Council member Lillie Jean Johnson has recommended the appointment of Mr. Zannie Graham to the Georgetown County Planning Commission.

If appointed, Mr. Graham will serve a four year term of service that will end on March 15, 2023. Mr. Graham's application is provided for Council's review and consideration.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Ratify recommendation to appoint Mr. Zannie Graham to the Georgetown County Planning Commission.
2. Do not ratify proposed appointment.

**STAFF RECOMMENDATIONS:**

Recommendation to ratify the appointment of Mr. Zannie P. Graham to the Georgetown County Planning Commission (*representing Council District 4*).

**ATTACHMENTS:**

Description	Type
Planning Commission - Zannie Graham Application	Backup Material



# QUESTIONNAIRE FOR BOARD / COMMISSION PLEASE PRINT

[For all yes/no questions please circle appropriate answer]

Name of Board / Commission to which you wish to be appointed / reappointed:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Airport Commission              | <input type="checkbox"/> Coastal Carolina University Advisory Board | <input type="checkbox"/> Midway Fire-Rescue Board       |
| <input type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Economic Development Alliance Board        | <input type="checkbox"/> Parks & Recreation Commission  |
| <input type="checkbox"/> Assessment Appeals Board        | <input type="checkbox"/> Fire District 1 Board                      | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> ATAX Commission                 | <input type="checkbox"/> Historical Commission                      | <input type="checkbox"/> Sheriff Advisory Board         |
| <input type="checkbox"/> Building Codes Board of Appeals | <input type="checkbox"/> Library Board                              | <input type="checkbox"/> Tourism Management Commission  |
|  |   | <input type="checkbox"/> Zoning Appeals Board           |

Name: ZANNIE P. GRAHAM  
[First] [Middle/Maiden] [Last]

Home Address: 2077 FRONT ST. GEORGETOWN, S.C. 29440

Home Phone: 843-546-7719 Work Phone: 843-833-3863 Cell Phone: 843-833-3863

Email Address: zanniegraham@gmail.com

Permanent resident of Georgetown County? ☒ YES / NO Registered Voter in Georgetown County? ☒ YES / NO

Occupation: SELF EMPLOYED (ELECTRICIAN) Present Employer: \_\_\_\_\_  
[If retired, most recent employer]

Employer Address: \_\_\_\_\_

Please indicate which best describes the level of education you last completed:

☐ Some High School ☐ High School Graduate/GED ☒ HIGHER TECH Some College ☐ College Graduate

Professional Degree [please specify] \_\_\_\_\_

Do you serve on any other state, county, city, or community boards/commissions, or hold an elected office? ☒ Yes / No  
[If yes, please list]: AIRPORT COMMISSION, CITY OF GEORGETOWN BOARD OF CONST. BOARD OF APPEALS

Do you have any interest in any business that has, is, or will do business with the County of Georgetown? Yes / ☒ NO

[If yes, please list]: \_\_\_\_\_

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes / ☒ NO

[If yes, please list]: \_\_\_\_\_

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

30+ YEARS EXPERIENCE IN THE BUILDING INDUSTRY (ELECTRICAL)

I hereby agree to attend the stated and called meetings of this entity to which I may be appointed and further agree that should I miss *three (3) consecutive meetings or, half the meetings within a six-month period*, I will resign my appointment.

Zannie P. Graham 28 Jul. 2019  
Applicant Signature Date

NOTE: Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

[Please return completed form to Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440]



**Item Number:** 9.a  
**Meeting Date:** 8/27/2019  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Proclamation No. 19-10 – To Proclaim the Week of September 17-23, 2019 as “Constitution Week” in Georgetown County

**CURRENT STATUS:**

Pending adoption

**POINTS TO CONSIDER:**

On September 17, 1787, the United States Constitution was signed to establish and enshrine a foundation of justice, equality, dignity, and fairness. As the cornerstone of the world’s oldest constitutional democracy, it reflects the values we cherish as a people, and the ideals we strive for in a society.

The U.S. Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedoms and to ensure those rights to every American.

The President of the United States of America signs a proclamation each year designating 'Constitution Week' in order to reaffirm the ideals the Framers of the Constitution had in 1787.

On a local level, Proclamation No. 19-10 is proposed in recognition and acknowledgement of National Constitution Week, and proclaims September 17-23, 2019 as “Constitution Week” in Georgetown County.

This effort is aimed at:

- Emphasizing citizen's responsibilities for protecting and defending the Constitution.
- Informing people that the Constitution is the basis for American's great heritage and the foundation for our way of life.
- Encouraging the study of historical events which led to the framing of the Constitution in September 1787.

**OPTIONS:**

1. Adopt Proclamation No. 19-10.
2. Do not adopt Proclamation No. 19-10.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Proclamation No. 19-10 proclaiming the week of September 17–23, 2019 as “Constitution Week” in Georgetown County.

**ATTACHMENTS:**

	Description	Type
▣	Proclamation No 19-10 to Proclaim Constitution Week	Resolution Letter

# Proclamation

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF GEORGETOWN       )

**Whereas**, the Constitution of the United States of America, signed on September 17, 1787, enshrined a foundation of justice, equality, dignity, and fairness for all; and became the cornerstone of the world’s oldest constitutional democracy; and

**Whereas**, September 17, 2019, marks the two hundred and thirty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**Whereas**, it is the privilege and duty of the American people to commemorate the anniversary of this magnificent document, which is the guardian and protector of our liberties and freedoms; and

**Whereas**, Public Law 915 guarantees the issuance of a proclamation each year by the President of the United States of America designating September 17 through 23, as “Constitution Week”;

**Now, Therefore, Be it Proclaimed**, Georgetown County Council does hereby proclaim the week of September 17 – 23, 2019, as

## Constitution Week

In Georgetown County, and does hereby ask our citizens to reaffirm the ideals held by the Framers of the Constitution by vigilantly protecting the freedoms and privileges it guarantees to us, and in remembering that lost rights may never be regained.

**So Shall it Be**, in a meeting duly assembled this 27<sup>th</sup> Day of August, in the year of our Lord two thousand and nineteen.

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John W. Thomas, Chairman  
Georgetown County Council

ATTEST:

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Theresa E. Floyd, Clerk to Council

**Item Number:** 9.b  
**Meeting Date:** 8/27/2019  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Resolution No. 19-11 - Authorizing acceptance of USDA Rural Development RHS Grant Funding in the amount of \$22,600 to be utilized for Rose Hill Fire Personal Protection Equipment and agreeing to responsibilities and administrative requirements of the grant.

**CURRENT STATUS:**

Georgetown County has made application to USDA, Rural Development for RHS Grant Funding, and has been awarded \$22,600 for the purchase of Fire Personal Protection Equipment for Rose Hill.

**POINTS TO CONSIDER:**

Georgetown County has been awarded \$22,600 in United States Department of Agriculture Rural Development RHS Grant Funding to be utilized for Rose Hill Fire Personal Protection Equipment. The USDA establishes conditions which must be agreed to before additional action pertaining to the award of this funding may be considered.

**OPTIONS:**

1. Adoption of Resolution No. 19-11 authorizing acceptance of USDA Rural Development RHS Grant Funding in the amount of \$22,600 to be utilized for Rose Hill Fire Personal Protection Equipment and agreeing to responsibilities and administrative requirements of the grant.
2. Do not adopt Resolution No. 19-11.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Resolution No. 19-11 authorizing acceptance of USDA Rural Development RHS Grant Funding in the amount of \$22,600 to be utilized for Rose Hill Fire Personal Protection Equipment and agreeing to responsibilities and administrative requirements of the grant.

**ATTACHMENTS:**

Description	Type
▢ Resolution 19-11 - To Accept USDA Rural Grant Funding for Personal Fire Protective Equipment	Resolution Letter
▢ LOC USDA Rural Housing Grant - Rose Hill Fire Personal Protective Equipment	Backup Material

## COMMUNITY FACILITY GRANT RESOLUTION

State of South Carolina

County of Georgetown

For funding for the **Rose Hill Fire Personal Protection Equipment**, Georgetown County has made application to USDA, Rural Development for a Community Facility Grant in the amount of \$22,600.00 to assist in the need for essential community facilities in rural areas of South Carolina.

A meeting of the Georgetown County Council, governing body, was duly called and held. The governing body is composed of \_\_\_\_\_ members of whom \_\_\_\_\_, constituting a quorum, were present at this meeting. At the meeting, the Georgetown County governing body, adopted a resolution agreeing to the responsibilities and requirements of Form RD1940-1, "Request for Obligation of Funds," with attachment and authorizing **John Thomas, County Council Chairman and Theresa E. Floyd, Clerk to Council**, to execute this form and Forms RD 400-1, "Equal Opportunity Agreement," 400-4, "Assurance Agreement," 442-7, "Operating Budget," and 1942-46, "Letter of Intent to Meet Conditions," RD 3570-3, "Agreement for Administrative Requirements for Community Facilities Grants," AD-1047, "Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary covered Transactions," AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – for Grantees Other Than Individuals," and Exhibit A-1 of RD Instruction 1940-Q, "Certification for Contracts, Grants, and Loans."

The vote was:

Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

SEAL

\_\_\_\_\_  
**John Thomas, County Council Chairman**

Attest:

\_\_\_\_\_  
**Theresa E. Floyd, Clerk to Council**



**United States Department of Agriculture  
Rural Development**  
State Office  
Columbia, South Carolina

August 27, 2019

**GEORGETOWN COUNTY**  
**ATTN: MR. SEL HEMINGWAY, COUNTY ADMINISTRATOR**  
**PO DRAWER 421270**  
**GEORGETOWN SC 29442**

Subject: Letter of Conditions

Dear Mr. Hemingway:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant and grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of USDA, Rural Development administering a Rural Housing Service (RHS) grant not to exceed \$22,600.

The grant will be considered obligated on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

This project is for **Rose Hill Fire Personal Protective Equipment**. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or Georgetown County must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 400-1, "Equal Opportunity Agreement"
- Form RD 400-4, "Assurance Agreement"
- Form RD 442-7, "Operating Budget"
- Form RD 1940-1, "Request for Obligation of Funds"

If the conditions set forth in this letter are not met within **180** days from the date hereof, USDA, Rural Development, reserves the right to discontinue processing of the application. Rural Development funding is prioritized for projects that need and will use the funding immediately. We will require that every possible effort be made to meet all conditions within the one **180** days.

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201  
Phone: (803) 765-5163 • Fax: (855) 565-9479 • TDD: (803) 765-5697 • Web: <http://www.rurdev.usda.gov/sc>

[Committed to the future of rural communities.](#)

"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).



The conditions are as outlined below:

**1. ORGANIZATION’S AUTHORITY TO OBTAIN FUNDS, ETC.:**

Consideration for this grant is based on the Municipality of **Georgetown County** being properly created as a Public Body and chartered by the Secretary of State of South Carolina.

**2. PROJECT COST:**

**Breakdown of Costs:**

Construction	\$
Legal/Administration	\$
Architectural Services	\$
Equipment	\$41,105.00

<b>SUBTOTAL</b>	<b>\$</b>
-----------------	-----------

Contingencies	\$
<b>TOTAL PROJECT COSTS</b>	<b>\$41,105.00</b>

**Financing:**

CF Grant	\$22,600.00
Georgetown County Contribution	<b>\$18,505.00</b>

<b>TOTAL</b>	<b>\$41,105.00</b>
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These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.

**3. ADOPTION OF FORM RD 3570-3, “COMMUNITY FACILITIES GRANT/GRANT AGREEMENT”:**

The agreement requires review of this form. You will be required to execute the completed form at the time of closing.

- **GEORGETOWN COUNTY** understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- **GEORGETOWN COUNTY** understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in

proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

#### **4. BANK ACCOUNT:**

All funds for this project will be handled through a bank account in a bank of your choice, separate from all other banking accounts. The bank account **shall be established prior to closing** and you must agree to make payments from this account only on request for payments, which are to be reviewed and concurred with by RD in advance of payment. You will establish adequate safeguards to assure that the funds from this account are used for authorized purposes only.

You must further agree to permit RD to examine your records and books during regular business hours or at other reasonable times.

#### **5. USE OF MINORITY OWNED BANKS:**

You are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members) for deposit and disbursement of funds. A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D. C. 20230 or any RUS Office.

#### **6. TITLE OF PROPERTY:**

Satisfactory evidence of title must be prepared and submitted to this office by you, with the assistance of your attorney, to include:

- A. Preliminary Title Opinion on Form RD 1927-9, on all real property now owned or to be acquired, executed by your attorney and **submitted to RD prior to closing**.
- B. Final Title Opinion on RD Form 1927-10, on all real property now owned or to be acquired, executed by your attorney at **closing**.
- C. A title insurance binder and title insurance policy, in an amount at least equal to the market value of the property as improved, may be substituted for requirements A and B.
- D. Where the right of use or control of real property not owned by you is essential to the successful operation of the facility during the life of the facility, such right will be evidenced by written agreements or contracts between the owner(s) of the property and the Georgetown County. Lease of the site or facility shall not contain forfeiture or summary cancellation clauses and shall provide for the right to transfer and lease without restrictions. The lease agreements shall be written for a term at least equal to the life of the facility.

## **7. ENVIRONMENTAL:**

**Prior to grant approval**, you will be required to agree in writing to comply with all mitigation measures contained in the Environmental Assessment prepared by you or your consulting firm.

## **8. COORDINATION WITH FEDERAL, STATE AND LOCAL AGENCIES:**

A statement must be obtained from the responsible State Agency certifying that the proposed facility meets the minimum standards for design and construction, including compliance with all pertinent State and local laws, including local codes.

## **9. SPECIAL REQUIREMENTS:**

- a. A dedication ceremony is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned in order for the public to be aware of this project and Rural Development's participation in the project.
- b. All documents requiring the signature of the officials will be executed by the **County Administrator**, attested by the **CLERK to Council**, and the impression of the **GEORGETOWN COUNTY'S** seal affixed thereon.
- c. **GEORGETOWN COUNTY** is to appoint one member of its governing body or management staff to serve as liaison with Rural Development.
- d. Furnish a certified list of the governing body (include addresses), samples of their signatures, and terms of their offices.
- e. A quorum of **GEORGETOWN COUNTY'S** governing body must convene at a meeting called by the Mayor and adopt Form RD 1942-8 "Resolution of Members or Stockholders".
- f. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for grants for similar purposes and periods of time.
- g. The **GEORGETOWN COUNTY** will operate its facilities on a fiscal year that begins **07/01** and ends **06/30**.

- h. The **GEORGETOWN COUNTY** must adopt the attached Grant Resolution agreeing to the responsibilities of form RD 1940-1, "Request of Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.
- i. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.
- j. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
- k. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." So as to assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of your agency's service area's population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities.
- l. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with **GEORGETOWN COUNTY'S** officials, attorney, and any other parties that may be involved in the project during the 4<sup>th</sup> month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
- m. If there is a significant reduction in project costs, **GEORGETOWN COUNTY** funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural Development regulations effective at the time the grant was approved. Grant funds not needed to complete the proposed project will be returned to Rural Development.

- n. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RHS financial assistance.

## **10. LEGAL SERVICES:**

You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.

Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of your agency. Such a certification must also be provided before closing instructions can be issued.

The closing instructions for this grant will be issued by the Rural Development Community Programs Director. These requirements must be met before the grant can be closed.

Report of Lien Search is to be prepared by your attorney using their standard reporting format. This report is needed to assist in obtaining our grant closing instructions. This report must also be brought current as of the date and time of the actual closing.

## **11. ACCOUNTING METHODS, MANAGEMENT REPORTS AND AUDIT REPORTS:**

- a. The business operations will be governed in accordance with the grant resolution and operating budget. Accounting records should be maintained on an accrual basis.

However, books may be kept on an accounting basis other than accrual and then adjustments made so that the financial statements are presented on the accrual basis. Your agency must retain all records, books, and supporting material for a period of three years after the issuance of the required audit reports and financial statements.

- b. Prior to grant closing or commencing with construction, whichever occurs first, your agency must provide and obtain approval from the Rural Development Community Facility Program Director for its accounting and financial reporting system, including the required agreement for services with its auditor.

### Audit Requirements:

Audits are required annually. Audits are to be conducted by an independent licensed certified public accountant (CPA). A CPA will be considered independent if the CPA meets the standards for independence contained in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct in effect at the time the CPA's independence is under review, does not have any direct financial interest or any material indirect financial interest in the borrower during the period covered by the review; and is not, during the period of the audit, connected with the borrower as promoter, underwriter, trustee, director, officer or employee.

Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States, 1994 Revision, and any subsequent revisions.

Your agency is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$750,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, you will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of your agency's fiscal year.

Your agency is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$750,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of your agency's fiscal year.

## **12. INSURANCE REQUIREMENTS:**

A Certificate of Insurance evidencing that all the following required insurances have been obtained and is in force **must be provided to RD prior to closing.**

- A. Property Insurance: Fire and extended coverage on all structures in an amount equal to at least the depreciated replacement value.
- B. Liability and Property Damage Insurance: You must carefully review your overall operation to establish and obtain Public Liability and Property Damage Insurance coverage that will adequately protect you, your officers, your officials, and your employees. You may want to consult your attorney to determine the amount of this coverage.
- C. Workers' Compensation Insurance: You must carry suitable Workers' Compensation Insurance for all your employees in accordance with applicable state laws.



### 13. FIDELITY BOND:

Fidelity Bond Coverage is required for all persons who have access to funds in accordance with RD regulations and **must be provided to RD prior to closing**. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the Fidelity Bond should be sufficient to protect RD grant funds.

You may want to consult with your attorney to determine the amount of this coverage. Form RD 440-24, "Position Fidelity Schedule Bond", may be used, as may similar forms if determined acceptable to RD. Other types of coverage may be considered acceptable if it is determined by RD that they fulfill essentially the same purpose as a fidelity bond.

### 14. PROCUREMENT, BIDDING AND CONTRACT AWARDS:

- a. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
- b. Request for Proposals/Specifications are to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the **GEORGETOWN COUNTY**.
- c. The seller of the **EQUIPMENT** is to be required to execute Form AD-1048. A copy is to be submitted to Rural Development prior to payment

### 15. OTHER CERTIFICATIONS:

The following certifications must be **submitted to RD prior to closing**.

- A. Form AD- 1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," must be executed and **submitted to RD prior to closing** to certify that you have not been debarred or suspended for federal assistance.
- B. Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", must be completed and **submitted to RD with any executed contracts prior to closing**. This form certifies that any person or entity you do business with as a result of this federal assistance is not debarred or suspended.

- C. Form AD-1049, "Certification Regarding Drug-Free Requirements (Grants) Alternative I - For Grant/grantees Other than Individuals", must be executed and **submitted to RD prior to closing.**
- D. The "Certification for Contracts, Grant/grants and Grants", Exhibit A-1 of RD Instruction 1940-Q, must be completed at the time an application or bid proposal is submitted by a person or entity requesting a contract or grant/grant exceeding \$100,000. Any person or entity requesting contract or grant/grant exceeding \$100,000 at any tier under a covered contract, grant/grant or grant, must complete and submit a certification to the next higher tier.
- E. Standard Form (SF) LLL, "Disclosure of Lobbying Activities", must be completed by recipients of a contract, grant/grant, or grant which meet the conditions of RD Instruction 1940-Q, 1940.812. If there have been no such activities, you should strike through the form and write "Not applicable" on the page and sign the form.
- F. Funds will be requested by **GEORGETOWN COUNTY** in writing. Form RD 440-11, "Estimate of Funds Needed for 30 day Period Commencing \_\_\_\_\_," may be used for making this request. Funds are to be deposited in **GEORGETOWN COUNTY** equipment account and Partial Payment Estimates and invoices paid by **GEORGETOWN COUNTY** from this account, after prior approval by Rural Development. Funds required by Rural Development to be deposited in the equipment account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. Any funds remaining in this account after payment of all Rural Development approved project costs are to be handled as unused grant funds. If necessary, and approved by the Rural Development Community Programs Director, the grant and grant funds may be disbursed through a supervised bank account selected by **GEORGETOWN COUNTY**. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.

Each payment for project costs must be approved by **GEORGETOWN COUNTY** and Rural Development. Payment requests may be made on Form RD 1942-18, "Partial Payment Estimate," or similar form. Payment for equipment should coincide with the delivery of the equipment along with title to motorized vehicles that have been properly filed with the South Carolina Department of Transportation showing Rural Development as lien holder.

These conditions should be reviewed by you, legal counsel, consulting architect, and a representative from this agency at the scheduled Letter of Conditions meeting. At this

meeting, you will receive specific instructions on the assembly and submittal of materials for review by the Office of General Counsel and issuance of closing instructions.

The necessary forms referred to in this letter will be supplied by Rural Development.

You will have the full cooperation of this agency and if we can be of any further assistance to you, please contact Area Specialist **Nickie Toomes** at **T843-549-1822 ext. 123**.

Sincerely,

MICHELE J. CARDWELL  
Community Programs Director

Attachments

Item Number: 11.a

Meeting Date: 8/27/2019

Item Type: SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 19-10 - An amendment to the Zoning Ordinance that would allow additional parking in commercial areas in the overlay zones only along Business 17 in Murrells Inlet while still maintaining the total landscaping amount required for a parking lot.

**CURRENT STATUS:**

The Zoning Ordinance establishes landscaping requirement for commercial parking lots that include more than ten (10) parking spaces. The Business 17 commercial area in Murrells Inlet in particular has an immediate need for additional parking.

**POINTS TO CONSIDER:**

Commercially zoned land along Business 17 in Murrells Inlet is in an overlay zone like all of US Highway 17 on the Waccamaw Neck. The purpose of the overlay zone is primarily to assure new commercial construction is compatible with the visual goals for the area. Staff met with various restaurant owners recently who were concerned that too many parking spaces were being lost in the design of new parking lots due to the landscaping requirements. Business 17 in Murrells Inlet in particular has a lack of parking and it is not unusual for vehicles to park on the shoulder of the roads.

3. The County Zoning Ordinance requires that not less than ten (10) percent of the parking area on a parcel be landscaped. Of the ten (10) percent, fifty (50) percent of the landscaping has to be in the interior of the parking lot. The other fifty (50) percent would be located along the exterior of the parking area.

4. Staff is proposing that of the ten (10) percent landscaping, all of it be allowed to be on the exterior of the parking area. Currently, every (10) spaces have to be divided with a landscaped island. By allowing all of the landscaping to be on the exterior of the parking area, much needed additional parking spaces could be developed. It is important to note that the total amount of landscaping an owner has to plant would not be decreased, only the location of the landscaping would be changed.

5. This amendment would only affect commercial properties along Business 17 in Murrells Inlet. Other commercial properties in the overlay zone would still have to meet the existing requirements for interior landscaping. This is important as larger properties along Highway 17 on the Waccamaw Neck could have larger parking lots whose expanse of paving would need to be broken up.

6. Staff added a section in Article XI, Section 1103.4, Landscaping, Article XII, Section 1203, Buffering Within Parking Areas and Article XXI, Designated Overlay Zones, Section 2100.404 to allow required landscaping only along Business 17 in Murrells Inlet to be located along the exterior of a parking lot. The amount of landscaping has not been reduced.

7. Staff recommended approval for the attached proposed ordinance

7. Staff recommended approval for the attached proposed ordinance.

8. The Planning Commission held public hearings on this issue at their February and March meetings. At the February meeting, two restaurant owners spoke in favor of the request. A Murrells Inlet resident spoke against the request stating the need for a comprehensive parking study and proposing a request for a deferral of the issue until more research could be done.

9. After significant discussion regarding the need for a parking study in the area and the effect of the proposed ordinance on the aesthetics and safety of Murrells Inlet, the Commission voted 4 to 2 to deny the text change until a parking study could be completed.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve the text change as proposed
2. Approve an amended text change
3. Deny request
4. Defer action
5. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Planning staff has recommended *tabling* Ordinance No. 19-10 at this time.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
□	Ordinance No 19-10 Amendment to Zoning Ord re Landscaping	Ordinance
	□ Business 17 overlay maps	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 19-10

**AN ORDINANCE TO AMEND ARTICLE XI, OFF-STREET PARKING SECTION 1103.4, LANDSCAPING, ARTICLE XII, BUFFER REQUIREMENTS, SECTION 1203, BUFFERING WITHIN PARKING AREAS, AND ARTICLE XXI, DESIGNATED OVERLAY ZONES, SECTION 2100.404, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA REGARDING LANDSCAPING IN THE INTERIOR OF PARKING LOTS**

**NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1103.4, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.**

- 1103.4        Landscaping. To mitigate the impacts of noise, glare, pollution or other nuisances generated, as well as to enhance the appearance and ecology of the site and surrounding area, in any off-street parking facilities containing ten or more parking spaces not less than ten (10%) percent of the total parking area shall be landscaped with living natural material.
- 1103.401      To screen adjoining land uses or streets from undesirable views, not less than fifty (50%) percent of any required landscaping shall be located around the outside perimeter of the parking facility, between the parking surface and the front and/or side property lines.
- 1103.402      To soften the visual impact of large paved surface and to define internal traffic circulation, not less than fifty (50%) percent of any required landscaping shall be located within the interior of the parking area.
- 1103.4021     Landscaped spaces within the interior of a parking facility shall be not less than 9 feet in width and 18 feet in length and shall contain not less than one tree from the protected tree list found in Article XIII, Tree Regulations of this Ordinance. Trees

shall be a minimum of two (2) inch caliper in size. *(Amended Ord. 2010-24)*

1103.4022 All landscaped spaces adjacent to parking spaces shall be protected by raised curbs with curb cuts to allow for drainage for stormwater runoff, wheel stops or equivalent barriers not less than six (6) inches in height. No plant material greater than twelve (12) feet in height shall be located within two (2) feet of the curbing or barrier. *(Amended Ord. 2010-24)*

**1103.403 See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.**

**BE IT FURTHER ORDAINED BY GEORGETOWN COUNTY COUNCIL THAT ARTICLE XII, BUFFER REQUIREMENTS, SECTION 1203, BUFFERING WITHIN PARKING AREAS, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOILLOWS.**

1203. **Buffering Within Parking Areas.** Development of any parking area (not including loading and unloading zones and storage areas), containing 10 or more parking spaces, shall include interior landscaping in addition to required perimeter Buffer Areas. This shall be accomplished in a manner that divides and breaks the expanse of paved area, and provides for enhanced traffic flow and direction. These landscaped spaces may be either peninsula or island-type, or a combination of both (see Illustration 3, below).

1203.1 The following chart specifies the percentage of interior parking area that shall be planted. Landscaped areas outside the parking area (on its perimeter) shall not be used to satisfy the interior planting requirements.

<u>Total Area of Lot</u>	<u>Percentage of Interior Planting</u>
<u>Required</u>	
0 - 49,999 sq. ft.	5%
50,000 - 149,999 sq. ft.	8%
150,000 sq. ft. or larger	10%

1203.101 Peninsula/Island specifications.



These landscaped spaces shall have an area with a minimum of 50 square feet, and a minimum width of 5 feet. Planting islands parallel to parking spaces, however, shall be at least 9 feet wide to allow car doors to swing open in an unimpeded manner. All landscaped areas adjacent to parking spaces shall be protected from vehicular damage by a raised curb or equivalent barrier of 6 inches in height, though it need not be continuous. No plant material greater than 12 inches in height shall be located within two feet of the curbing or other protective barrier, to avoid damage by motor vehicle bumper overhang or by doors swinging open over landscaped areas (see Illustration 4, below). Minimum curb radii of 3 feet are required on the corners of all planted peninsulas, islands and medians to allow for free movement of motor vehicular traffic. *(Amended Ord#2009-41)*

Illustration 3

Illustration 4

**1203.102 See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.**

1203.2 Required Plant Materials for Interior Parking Areas. There shall be a sufficient number of canopy trees in and around the parking area so that no parking space shall be further than 50 feet from the trunk of a shade tree or farther than 75 feet from two or more shade trees. Plantings shall be located to facilitate safe sight distances within parking lots and to protect them from overhangs of motor vehicles. Additionally, motor vehicle sales lots shall provide trees at a rate of one tree per 100 lineal feet, and shrubs at the rate of one shrub per 10 lineal feet of display area.

1203.201 Each landscaped peninsula or island shall contain a minimum of one canopy tree with a DBH of 2 inches or greater and a minimum height of 10 feet, surrounded by at least 60 square feet of continuous pervious land area. Low-branching trees shall be avoided so as not to restrict visibility.

1203.202 Shrubs shall accompany trees within the peninsula or island and be 12 inches in height at the time of planting, projected to reach a height of 24 inches at maturity. The number of shrubs required shall equal 8 three-gallon shrubs or 4 seven-gallon shrubs for every 150 square feet of surface area; grouping or clustering is advised.

1203.203 **See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.**

**BE IT FURTHER ORDAINED BY GEORGETOWN COUNTY COUNCIL THAT ARTICLE XXI, DESIGNATED OVERLAY ZONES, SECTION 2100.404 SHALL BE AMENDED TO READ AS FOLLOWS.**

2100.404 All proposed development shall be sited and configured in a manner that preserves as many existing natural landscape features as possible, both within the subject parcel and on all adjoining parcels. Grading and clearing shall be performed only to the extent necessary to complete proposed improvements, and shall be in compliance with the Tree Protection and Landscape regulations of this Ordinance

**Parking lots, specifically in the Commercial Corridor Overlay Zone located along US Highway 17 Business in Murrells Inlet only, may be designed so that one hundred (100) percent of the parking lot's required landscaping may be located along the outside perimeter of the parking lot. All plant material, number of plants and size of plants, including trees, required in Article XI, Off-Street Parking Regulations, Section 1103.4, Landscaping and Article XII, Buffer Requirements and Article XII, Buffer Requirements, Section 1203, Buffering Within Parking Areas must be provided. In the event the required landscaping cannot be added to the exterior boundary landscaping, it must be placed in the interior of the parking lot. In no event shall a parking lot that provides all or a portion of the required landscaping along the exterior of the parcel be less than what would be required if a parking lot was designed with fifty (50) percent of the parking in the interior of the lot including trees.**

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2019.**

\_\_\_\_\_(SEAL)  
John W. Thomas  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 19-10, has been reviewed by me and is hereby approved as to form and legality.

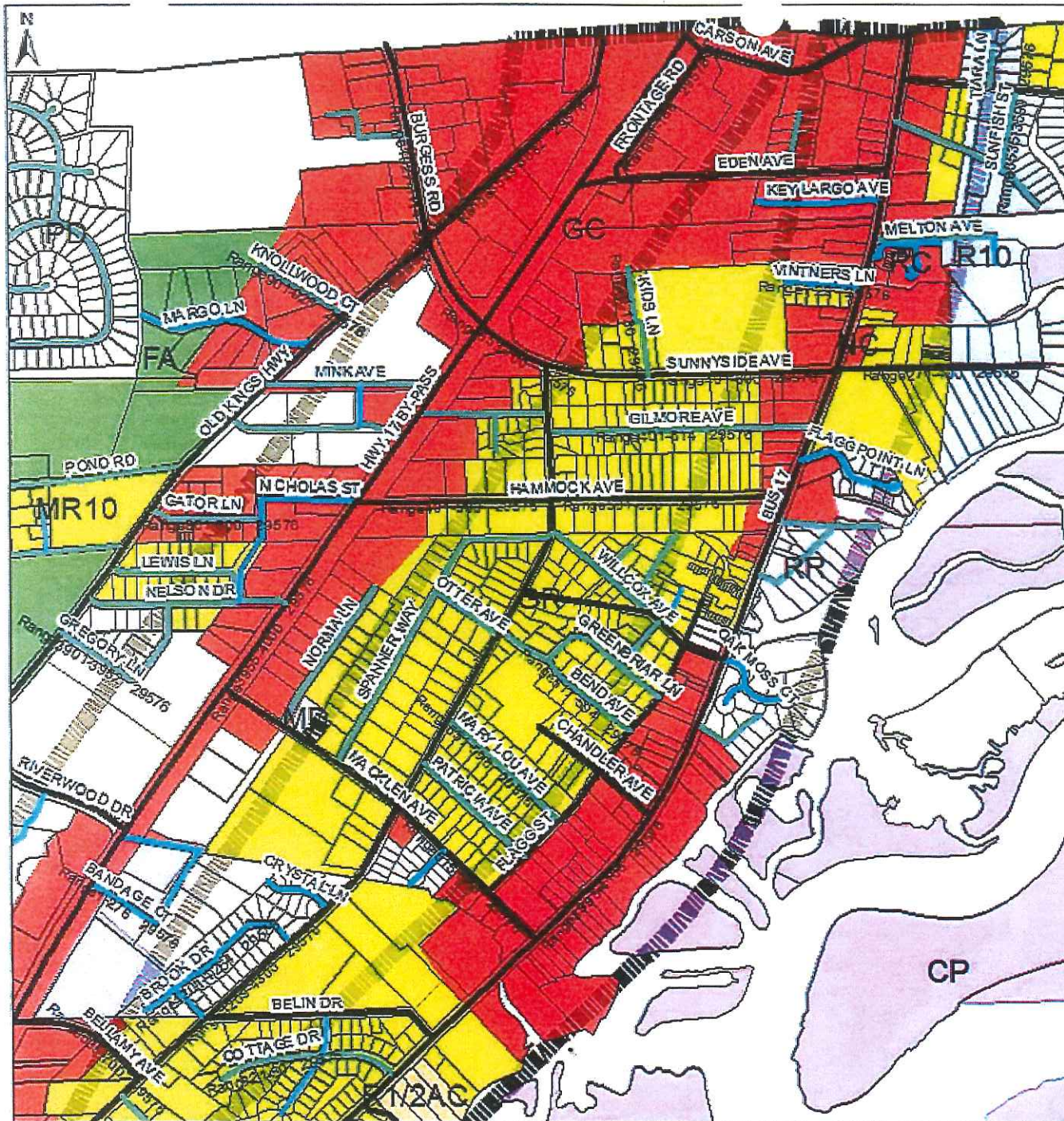
\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_





# Business 17 Overlay Zone - Map 1 Boundary Line - 500'

## Legend

### Streets

- of overlay zone
- Maintained by
  - County
  - Private
  - State
- Lot Lines
- Railroads
- Landmarks

### Zoning

#### DISTRICT

- CITY OF GEORGETOWN
- CP
- FA
- FAV
- FAV
- GC
- GR
- GR2
- HI
- E
- MSF
- MR10
- NC
- OC
- RA
- RD
- R1
- R1/2A
- R10
- R1AC
- R2
- R2/AC
- R5
- R6
- R8
- R9
- RVC
- VR10
- Overlay Zone
- Municipalities

0 280 560 1,120 1,680 2,240 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



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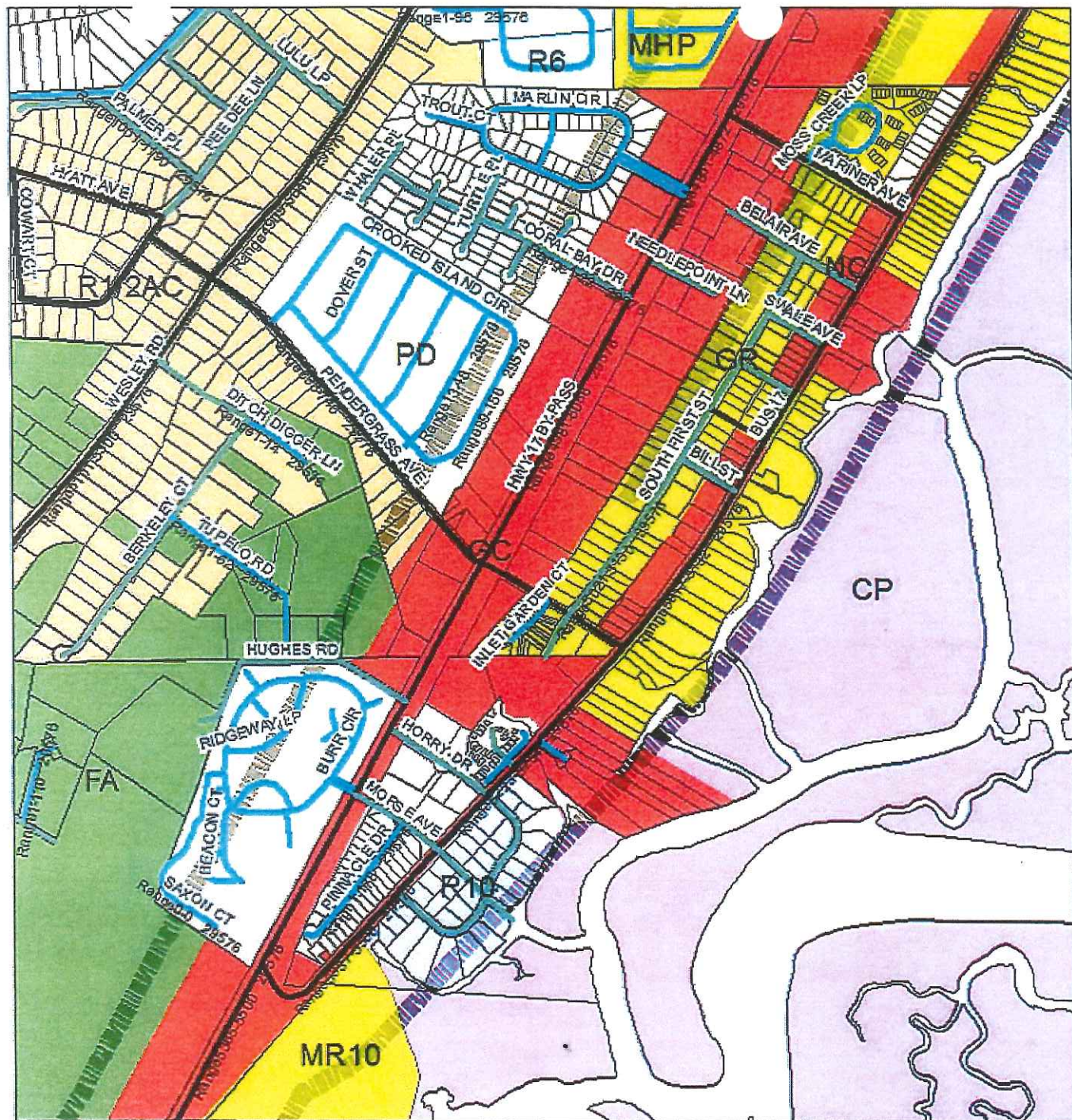
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### STABILITY AND LIFE

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





# Business 17 Overlay Zone - Map 3 Boundary Line - 500'

## Legend

### Streets

— all streets

### Maintained By

County

State

Lot Lines

Railroads

Landmarks

### Zoning

#### DISTRICT

CITY OF GEORGETOWN

CP

FA

FAV

FAV

GC

GR

GRS

HI

LI

MHP

MR10

NO

OC

PA

PD

R1

R1/2AC

R10

R1/4C

R2

R3/4AC

R5

R6

RC

R6

RR

R5

RVC

VR10

Overlay Zone

Municipalities

0 280 560 1,120 1,680 2,240 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

**Item Number:** 12.a  
**Meeting Date:** 8/27/2019  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 19-16 - AN ORDINANCE TO REPEAL, REPLACE AND CREATE THOSE CERTAIN FEES PAYABLE TO THE PROBATE COURT OF GEORGETOWN COUNTY FOR THE ISSUANCE OF MARRIAGE LICENSES, AS MANDATED BY STATUTE

**CURRENT STATUS:**

First Reading of Ordinance by Title Only



**Item Number:** 12.b  
**Meeting Date:** 8/27/2019  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 19-17 - An Amendment to the County's Flood Damage Prevention Ordinance dealing with "temperature-controlled" prohibition for areas underneath a structure in the flood zone.

**CURRENT STATUS:**

Ordinance No. 19-17 is being presented at First Reading by Title Only.

The ordinance was last updated in 2018. The model ordinance provided by the state was the basis for this version.

**POINTS TO CONSIDER:**

1. Administration of the Flood Damage Prevention Ordinance has become increasingly difficult. Construction issues are highly technical. The County must have adopted such an ordinance to participate in the National Flood Insurance Program.
2. Today, the Flood Management Program in the County achieves a rating of 7 on the NFIP scale. On this scale, a rating of 10 receives no discount on individual flood insurance premiums. The County's rating of 7 grants each flood insurance policy holder in the County a fifteen (15)% discount on their premiums.
3. One issue that has arisen is the prohibition of temperature controlled space in a residence below the base flood elevation (BFE). This prohibition is in the County's ordinance and was taken from the State's model ordinance. It is not unusual for an elevated house in a flood zone to have an enclosed entrance way feature in which the BFE does not rise all the way to a ceiling. Homeowners wish to install a HVAC vent in the entrance way, but above the BFE. Currently, the County's ordinance prohibits this by saying no space in the enclosure can be "temperature controlled," regardless of the location of a vent.
4. Staff has determined that the term "temperature controlled" is not a FEMA requirement but was placed in the model code as someone at the State level believed it would be a good practice. Therefore, the County could remove the prohibition resulting from the term "temperature controlled" from the local ordinance and not be in violation of a FEMA mandate.
5. Removal of the "temperature controlled" prohibition would enable a homeowner to store certain equipment such as bicycles, golf clubs, fishing equipment, etc...in a better protected environment.

**FINANCIAL IMPACT:**

Not applicable. Staff will monitor the NFIP rating scale to assess if the removal of this provision would impact points relating to insurance premiums. If needed, points could be achieved in other areas.

**OPTIONS:**

1. Approve ordinance amendment
2. Deny ordinance amendment
3. Defer action for further study

**STAFF RECOMMENDATIONS:**

Approve ordinance amendment

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance - table of contents	Ordinance

**AN ORDINANCE TO DELETE AMEND APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA AND REPLACE SUCH ORDINANCE WITH THE BELOW ORDINANCE WHICH SHALL ALSO BE APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE**

BE IT ORDAINED BY GEORGETOWN COUNTY COUNCIL, DULY ASSEMBLED, THAT APPENDIX C, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA BE DELETED AND REPLACED WITH THE REVISED ORDINANCE FOUND BELOW.

**Part II. FLOOD DAMAGE PREVENTION ORDINANCE**

**ARTICLE I      GENERAL Standards**

- Section A      Statutory Authorization
- Section B      Findings of Fact
- Section C      Statement of Purpose and Objectives
- Section D      Lands to Which this Ordinance Applies
- Section E      Establishment of Development Permit
- Section F      Compliance
- Section G      Interpretation
- Section H      Partial Invalidity and Severability
- Section I      Warning and Disclaimer of Liability
- Section J      Penalties for Violation

**ARTICLE II              DEFINITIONS**

- Section A      General

**ARTICLE III      ADMINISTRATION**

- Section A      Designation of Local Floodplain Administrator
- Section B      Adoption of Letter of Map Revisions
- Section C      Development Permit and Certification Requirements
- Section D      Duties and Responsibilities of the Local Floodplain Administrator

- Section E      Administrative Procedures

**ARTICLE IV      PROVISIONS FOR FLOOD HAZARD REDUCTION**

- Section A      General Standards

Section B	Specific Standards
	1 - Residential Construction
	2 - Non-Residential Construction
	3 - Manufactured Homes
	4 - Elevated Buildings
	5 - Floodways
	6 - Recreational Vehicles
	7 - Map Maintenance Activities
	8 - Accessory Structure
	9 -Swimming Pool Utility Equipment Rooms
	10 -Elevators
	11 -Fill
	12 -Standards for Subdivision Proposals
Section C	Standards for Streams without Base Flood Elevations and Floodways
Section D	Standards for Streams with Base Flood Elevations, but without Floodways
Section E	Standards for Areas of Shallow Flooding (AO Zones)
Section F	Coastal High Hazard Areas (V-Zones)
ARTICLE V	VARIANCE PROCEDURES
Section A	Establishment of Appeal Board
Section B	Right to Appeal
Section C	Historic Structures
Section D	Functionally Dependent Uses
Section E	Agricultural Structures
Section F	Considerations
Section G	Findings
Section H	Floodways
Section I	Conditions
ARTICLE VI	LEGAL STATUS PROVISIONS
Section A	Effect on Rights & Liabilities under the Existing Ordinance
Section B	Effect upon Outstanding Building Permits
Section C	Effective Date

**Item Number:** 12.c  
**Meeting Date:** 8/27/2019  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 19-18 - AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT EAGLE, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE "COMPANY"), WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (3) OTHER MATTERS RELATING THERETO.

**CURRENT STATUS:**

First Reading By Title Only

**Item Number:** 12.d  
**Meeting Date:** 8/27/2019  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 19-19 - AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH HORRY COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HORRY COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

**CURRENT STATUS:**

First Reading by Title Only

**Item Number:** 12.e  
**Meeting Date:** 8/27/2019  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 19-20 - An Ordinance to authorize Georgetown County to lease a portion of a tract of property owned by Georgetown County, designated as Tax Map No. 04-0406-001-01-00, to JBs Celebration Park Inc. for the purposes of constructing a Celebration Park for general public access.

**CURRENT STATUS:**

First Reading By Title



Item Number: 15.a  
Meeting Date: 8/27/2019  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Recognition of Tracey Howle as Employee of the Quarter for the second quarter of 2019.

**CURRENT STATUS:**

Tracey Howle, a key member of Georgetown County's Emergency Services team, has been named Employee of the Quarter.

**POINTS TO CONSIDER:**

Tracey Howle has been employed with Georgetown County for 26 years (since Sept. 1992). She started with Georgetown County EMS, handling administrative tasks, billing and some dispatching, along with other duties as assigned. With consolidation of Fire and EMS operations, she became administrative assistant to the Emergency Services director, and now serves in the expanded role of administrative assistant for the Emergency Services Division, working under the direction of the county administrator. She coordinates meetings and handles reports and daily administrative details for the county's two fire and EMS departments, as well as Georgetown County Emergency Management, and works in the county's Emergency Operations Center when it is activated.

Tracey was nominated for this award by Emergency Manager Sam Hodge, who called her "the conduit and the glue that holds Georgetown County Emergency Services together" and keeps it running smoothly and efficiently.

"Not only does Tracey maintain the calendar and schedules for the three agencies under Emergency Services, she also coordinates their purchase orders, P-cards, check requests, time sheets, leave requests, minutes for staff, fuel, safety and OIP meetings, and the list goes on," Hodge wrote in his nomination. "I must say at some times, this is not an easy task, making sure that the chiefs and managers meet the required deadlines and goals set forth... but Tracey manages to make it happen."

Georgetown County's leadership is very pleased to have Tracey as part of the team and to recognize her as Employee of the Quarter.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

Report is provided for information only and requires no action of Council.

**STAFF RECOMMENDATIONS:**

Report is provided for information only and requires no action of Council.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description

Type

▣ Nomination form

Cover Memo



## EMPLOYEE OF THE QUARTER NOMINATION FORM

Employee's name: Tracey Howle

Job title: Emergency Services Administration

Department/Division: Emergency Services

Number of years employed with County: September 23, 1992 / 26 Years

List all positions held within County:

-Started with Georgetown County EMS and served as administration, dispatching and other assigned duties.

-With the consolidation of Emergency Services Tracy was moved over to take assume the responsibilities as Administrative Assistant to the Emergency Services Director.

-At the retirement of the Emergency Services Director, the decision was made to have Tracey remain the Administrative Assistant to the Emergency Services and handle the daily administrative duties of Emergency Services.

What does this employee's current job description entail?

-Coordination of meetings, reports and administrative details for Georgetown Emergency Services

On an attached sheet and using specific examples, please explain why this employee should be named Employee of the Quarter. This narrative should be no more than one page in length and may include but is not limited to:

- Goals/objectives the employee has completed, especially in the last quarter;
- Committees served on and/or volunteer service to the county;
- Ways the employee has demonstrated initiative and enthusiasm at work;
- Certifications, licenses, etc.;
- Details about the quality of the employees work, knowledge of the job and department;
- Details about how the employee interacts with others, including customers and co-workers.

  
\_\_\_\_\_  
Director's Signature

June 14, 2019

\_\_\_\_\_  
Date



June 14, 2019

On behalf of Georgetown County Emergency Management I would like to nominate Tracey Howle for the employee of the quarter for Emergency Services. Tracey started her career with Georgetown County on September 23, 1992 when she went to work for Georgetown County EMS working in administration which assisted in patient reports, billing and some dispatching duties. Tracy then became the administrative assistant to the Emergency Services director in 2001. In 2008 after the retirement of the Emergency Services director Tracey assumed all the administrative duties of the Georgetown County Emergency Services.

During the transaction time without an Emergency Services director to current time and answering directly to the County Administrator Tracey maintains all current programs and projects and coordinates the three departments that fall under emergency services; Georgetown County Fire EMS, Midway Fire Rescue and Georgetown County Emergency Management.

Not only does Tracey maintain the calendar and schedules for the three agencies she also coordinates their purchase orders, P-cards, check request, timesheets, leave request, minuets for staff, fuel, safety and OIP meetings and the list goes on. In addition to her routine duties Tracey also oversees the Emergency Services newsletter, all correspondence for the Local Emergency Planning Committee, the Georgetown County Community Emergency Response Team and also heads up the Disaster Call Center during training exercises in real disasters.

I must say at some times this is not an easy task making sure that the Chiefs and Managers meet the required deadlines and goals set forth by the County Administrator and others, but Tracey manages to make it happen with just a few "Friendly Reminders".

There is no doubt in my mind without having Tracey as the conduit and the glue to hold Georgetown County Emergency Services together we will not be as efficient as we are today.

Please consider her for the Employee of the Quarter.

Thank you,

  
Sam Hodge  
Director

Item Number: 15.b  
Meeting Date: 8/27/2019  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Since 2012, Georgetown County has had a policy in place to recognize employees who create and introduce processes and projects that demonstrate innovation and result in reduced costs and/or increased efficiency for the county's benefit. All county employees are eligible. To receive the award, projects and ideas must:

1. Be initiated and driven by the employee(s)
2. Address a specific problem and provide an efficient solution
3. Be complete

Midway Fire Rescue nominated Battalion Chief Jeff Pifer for the award in June and it was approved in July by county directors.

**CURRENT STATUS:**

Battalion Chief Pifer was nominated for a policy he introduced regarding situations in which emergency responders encounter bedbugs in the course of performing their duties. The policy was deemed an effective way of reducing the likelihood of spreading bedbugs to county facilities, and thus saves money associated with combating bedbug infestation. The nomination was accepted and Pifer will be officially recognized before County Council for his work and innovation.

**POINTS TO CONSIDER:**

Fire and EMS staff are on a daily basis called to enter homes all across their service areas, where they encounter a range of issues. One issue that has become increasingly common is bedbugs. A need was identified to educate fire and EMS personnel about bedbugs and outline procedures to prevent the spread of these pests. Battalion Chief Pifer created a policy, that has since been implemented, to address this issue and reduce costs associated with handling infestations after they happen.

Pifer researched policies enacted by larger departments and used those as a basis to craft one that fits Georgetown County's operations. The policy is both affordable and easy to duplicate and introduce in other departments and divisions where appropriate.

The policy outlines procedures for creating "Bedbug Decon Kits," which can be deployed by the on-duty battalion chief. The kits can be assembled for approximately \$75 each. Not only does this help prevent the spread of bedbugs, but it is significantly less expensive than extermination services after an infestation has taken place.

The policy was implemented in May and county officials are looking at other departments in which implementation might be useful.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is provided for information only.

**STAFF RECOMMENDATIONS:**

This report is provided for information only.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
□ Nomination and full policy	Cover Memo



**Innovation Award Nomination Form**  
**Date of Submittal:** 6/26/2019

**Project Name:** Development of a Bed Bug Policy

**Department/Division:** Emergency Services / Midway Fire Rescue

**Project Manager:** BC Jeff Pifer

**Please give project description:**

We identified a need for a policy to educate personnel and outline procedures for dealing with bed bugs. It was past practice to deal with bed bug issues when they came up in a reactive fashion. This policy gives us tools and procedures to use anytime bed bugs are encountered.

By researching policies of other larger departments and other on-line research we came up with a policy that fits within our operations that is affordable and easy to implement at any time. It was decided that with as often as we come across bed bugs it would be prudent to have one (1) Bed Bug Decon kit that can be deployed by the on duty Battalion Chief. The kit includes items that can be bought locally for less than \$100.00. The kit includes Boot Covers, Isopropyl Alcohol, Disposable Towels, Plastic Sheeting and Garbage Bags. The policy outlines best practices when bed bugs are encountered and a description of how to use the items in the kit.

A copy of the policy is attached.

**List budget:**

40 pack of towels: 13.97

12 pack of shoe covers 12.98

Plastic sheeting 7.94

Storage box 11.98

4 bottles isopropyl alcohol 16.66

Garbage Bags 10.98

**Total: \$75.00**

**List all employees involved in project completion:**

Battalion Chief Pifer researched and developed the policy and purchased the supplies. Policy was reviewed by MFP Rekos and FP2 Dougan before submission to administration for approval.

**Please list timeframe of project:**

Development of the policy was started in December 2018 and policy was implemented in May 2019.

**How did the project help the county?**

Bed bugs can be very disruptive to operations. Bed bug infestations can cause medic units to be taken out of service and can even shut down fire stations. Employees can take them home to their homes and families. Bad press is also an issue when fire stations have bed bug infestations. Our policy focuses on ways to minimize exposures to bed bugs and gives personnel the knowledge and tools to effectively deal with them.

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**For Committee Use Only**

**Date Received** \_\_\_\_\_ **By** \_\_\_\_\_

**Review Date:** \_\_\_\_\_ **Award Status** \_\_\_\_\_



	<b>Midway Fire Rescue</b>		NO. 1408
	Policies and Procedures		Page 1
	Title: Bed Bug Exposures		Date: 5/23/2019
			Approval <i>RE</i>

## PURPOSE

- 1.0 To guide Midway Fire Rescue firefighters on the proper procedures for dealing with exposure to bed bugs on an incident.
- 1.1 To minimize the risk of infecting apparatus, equipment, stations and personal items with bed bugs.
- 1.2 To minimize the risk of transmitting bed bugs to area hospitals.

## APPLICABILITY

- 2.0 This policy applies to all Midway Fire Rescue employees.

## POLICY

- 3.0 It is the policy of Midway Fire Rescue to take steps to minimize the risks involved with the spread of bed bugs.

## RESPONSIBILITY

- 4.0 All Midway Fire Rescue employees are to be familiar with and follow this policy.
- 4.1 At the first indication that bed bug exposure is likely all personnel on scene should be advised and initial actions to minimize risks/exposures should be taken.
- 4.2 As soon as possible the on duty Battalion Chief should be notified.
- 4.3 The on duty Battalion Chief shall immediately notify the Chain of Command up to and including the Fire Chief.
- 4.4 If a patient with bed bugs is being transported to an area hospital the hospital should be notified as soon as possible.

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	<b>Midway Fire Rescue</b>		NO. 1408
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	Policies and Procedures		Date: 5/23/2019
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## PROCEDURE

### 5.0 Actions to take when dealing with bed bugs

#### 5.0.1 Scene with a known infestation:

- A. Personnel entering the residence should be limited. (If possible have the patient come out of the residence to meet personnel)
- B. Personnel entering the scene should don protective boot covers
- C. Avoid setting EMS bags down, if possible. Place bags on a barrier, a garbage bag or plastic sheeting
- D. Remove patients clothing and place them in a hospital gown, if possible
- E. Wrap the patient in a sheet or blanket
- F. Place any patient belongings being transported in a sealed plastic trash Bag.
- G. Limit exposure time and consider performing assessment in the medic unit if patient status permits
- H. For immediate life threats to the patient, utilize reasonable risk management.

#### 5.0.2 Patient Transport:

- A. Using the patient's bedding or sheets to facilitate a transfer/transport greatly increases the chances of transferring bed bugs to your ambulance and to the hospital. Therefore it is recommended that MFR personnel not use the patient's bedding to facilitate patient transfer/transport. Use clean sheets as necessary.
- A. Continue to minimize exposure if patient status permits
- B. Spray boots with 91% isopropyl alcohol prior to entering the medic unit if deemed necessary
- C. Notify the receiving hospital staff as soon as possible

#### 5.0.3 Uniform Decontamination:



- A. Spray boots with 91% isopropyl alcohol.
- B. Minimize exposing the station living quarters to uniforms that may have been exposed to bed bugs.
- C. Place uniforms in dryer to achieve a temperature of 135 degrees for 10-20 minutes. Then wash and dry uniforms as normal.
- D. Be sure to clean out dryer lint traps and place in a sealed plastic bag. Dispose into an outside dumpster.

#### 5.0.4 Turnout Gear Decontamination:

- A. Spot clean gear with water and a soft bristle brush

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	<b>Midway Fire Rescue</b>		NO. 1408
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	Title: Bed Bug Exposures		Date: 5/23/2019
			Approval 

- B. Wash and dry gear as normal
- C. Be sure to clean out dryer lint traps and place in a sealed plastic bag. Dispose into an outside dumpster.
- D. Thoroughly inspect turnout gear prior to placing back in service.

#### 5.0.5 EMS Bag Decontamination:

- A. Thoroughly inspect EMS bags and spray with 91% isopropyl alcohol. If evidence of bed bugs is present bags can be placed in the dryer to achieve a temperature of 135 degrees for 10-20 minutes. Do not overheat the EMS bags to cause damage to the bag.
- B. Be sure to clean out dryer lint traps and place in a sealed plastic bag. Dispose into an outside dumpster.
- C. Place EMS bag back in service.

#### 5.0.6 Medic Unit Decontamination:

- A. Inspect for evidence of bed bugs.
- B. Spray all visible evidence with 91% isopropyl alcohol.
- C. Once the surface is dry vacuum all visible evidence. When vacuuming is complete place any filters and debris in a sealed plastic bag and dispose directly into an outside dumpster.
- D. Wipe all surfaces with a medical disinfectant cleaner.

#### 5.0.7 Fire Station Decontamination:

- A. The Chain of Command up to and including the Fire Chief shall be notified if there is any evidence of a bed bug infestation in the living areas of a fire station.
- B. The personnel in the station will perform all necessary decontamination and cleaning to prevent cross contamination to unaffected stations.
- C. Personnel assigned to the effected station may be reassigned to unaffected stations and minimizing the risk of cross contamination by their personal items. Personal items can be cleaned with 91% isopropyl alcohol and clothes be placed in the dryer to achieve a temperature of 135 degrees for 10-20 minutes.
- D. All department personnel will be notified of the infestation and if affected station is closed.

### 5.1 Bed Bug Decontamination Supplies

- 5.1.1 A Bed Bug Decontamination Supply Kit will be kept in the supply room at station 82. The kit will include booties, isopropyl alcohol (at least 91%), garbage bags, plastic sheeting, disposable towels and a copy of this policy.

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	<h1>Midway Fire Rescue</h1>		NO. 1408
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			Approval <i>RZ</i>

- 5.1.2 The on duty Battalion Chief will be contacted when a bed bug exposure is suspected or confirmed and request the Bed Bug Decontamination Supply Kit.
- 5.1.3 The on duty Battalion Chief will retrieve the Bed Bug Decontamination Supply Kit from station 82 and transport the supplies to the scene or to the unit requesting the supplies.
- 5.2 Central dispatch will be requested to add a note in the CAD system identifying addresses with confirmed bed bug infestations.

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Bed Bug

Decon

Kit

Bed Bug

Exposure

Policy

ECOLAB

6100482

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6502

**Item Number:** 15.c  
**Meeting Date:** 8/27/2019  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Finance

**ISSUE UNDER CONSIDERATION:**

Coast RTA - Request for Capital Funding

**CURRENT STATUS:**

Brian Piascik, General Manager/CEO of Coast RTA has submitted a formal request for capital funding for three projects.

**POINTS TO CONSIDER:**

Waccamaw Regional Transportation Authority (dba Coast RTA) has requested funding in the total amount of \$240,038 for funding for three capital projects:

- Funding in the amount of \$30,038 for a 26 passenger bus, which represents the required matching share for a FTA grant.
- Funding in the amount of \$200,000 to provide the local required match for a \$800,000 FTA grant for development of a maintenance facility and three passenger handling facilities within the Coast TRA service area.
- Funding in the amount of \$10,000 to assist with the purchase a video archiving system for the video systems on their buses and in their facilities.

**FINANCIAL IMPACT:**

Funding up to a total of \$500,000 for Coast RTA capital needs has been budgeted in the Transportation section of the County's CIP. Council previously authorized funding in the amount of \$118,515 for a previous request from Coast RTA on 10/23/2018. If the current request is approved, there will be a remaining budgeted balance in the CIP of \$141,447.

Coast RTA estimates that timeline for actual project expenditures may be as long as 12 to 18 months. The County would fund these items on a reimbursement basis after receipt of documentation of the expenditures as the projects progress.

**OPTIONS:**

1. Approve requested funding.
2. Deny requested funding

**STAFF RECOMMENDATIONS:**

Recommendation for authorization to disperse capital funds as requested by Coast RTA and previously budgeted in the CIP by County Council.



**ATTACHMENTS:**

Description	Type
▢ Coast RTA Funding Request Letter	Backup Material



August 19, 2019

Mr. Sel Hemingway  
Georgetown County Administrator  
PO Box 421270  
Georgetown, SC 29442-4200

Reference: Waccamaw RTA – Request for Capital Funds

Dear Mr. Hemingway:

The Waccamaw Regional Transportation Authority (Coast RTA) formally requests capital funding for three projects. I presented these projects to Council at their July 23<sup>rd</sup> regularly scheduled meeting. I am hopeful that the Council will formally approve the following expenditures on these critical projects.

According to our records, Council has approved the following projects and we are currently working on them. Our remaining balance in County Capital funds is \$381,485.

- \$65,000 to help us purchase two 26-passenger buses to replace two parked for safety reasons. This purchase will resolve a Financial Management oversight finding from our Federal Transit Administration (FTA) review in 2016.
- \$53,515 was awarded for the implementation of bus stop signs. This project has been slow moving but we will have approximately have 105 or 410 locations implemented by the end of the summer. I expect that Georgetown County will start seeing signs go up by next March.

In July we requested the following:

- **\$30,038** in additional funding for three 26-passenger buses (2 are associated with the FMO, described above, and one additional funded at 85% FTA funding).
- **\$200,000** to provide the local match for \$800,000 in an FTA §5307 grant for the development of a maintenance facility and three passenger handling facilities within the Coast RTA service area. I have attached the initial Request for Information for this project. This document was released in June just to increase awareness in the consultant community but it also provides the background to our critical need for modern facilities.
- **\$10,000** to purchase video archiving system (\$50,000) for the video systems on our buses and in our facilities.

After these expenditures, Coast RTA's remaining balance will be \$141,447, which Coast RTA will hopefully be using for large buses as soon as federal dollars to complete the purchase can be identified.

If you have any questions, please contact me at 843-488-6060.

Sincerely:

A handwritten signature in black ink that reads "Brian Piascik". The signature is written in a cursive, flowing style.

Brian Piascik  
GM/CEO  
Coast RTA

cc Lillie Jean Johnson, Coast RTA Board of Directors

Item Number: 16.a  
Meeting Date: 8/27/2019  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

**CURRENT STATUS:**

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

**POINTS TO CONSIDER:**

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28<sup>th</sup> and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
  - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
  - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17<sup>th</sup> and September 24<sup>th</sup>. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, *a motion to amend* will be required.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Deny request as recommended by PC.
2. Approve request
3. Defer for further information
4. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes