



AGENDA

OCONEE COUNTY COUNCIL MEETING

June 6, 2017

6:00 PM

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

Call to Order

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

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

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

Approval of Minutes

- May 16, 2017 Regular Meeting

Administrator Report & Agenda Summary

Proclamation 2017-06

PROCLAMATION 2017-06 HONORING MR. ROBERT O. BROCK

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2017-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-01 AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

Ordinance 2017-02 AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO

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

PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

Ordinance 2017-03 AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

First Reading of the Following Ordinances

Ordinance 2017-09 AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO.

Ordinance 2017-14 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO.

First & Final Reading for the Following Resolutions

Resolution 2017-07 A RESOLUTION ESTABLISHING THE OCONEE COUNTY RECREATION REVIEW TASK FORCE

Resolution 2017-08 A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL AGREEMENT AMENDING LEASE NO. DACW21-1-14-2011 BETWEEN OCONEE COUNTY AND THE UNITED STATES OF AMERICA AND ALSO AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE NO. DACW21-1-17-0022, A NEW LEASE BETWEEN OCONEE COUNTY AND THE UNITED STATES OF AMERICA, ALL IN RELATION TO THE SENECA CREEK BOAT RAMP ACCESS AREA.

Resolution R2017-09 A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON, AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF, A PORTION OF A LINHART ROAD, AN OCONEE COUNTY PUBLIC ROAD; AND OTHER MATTERS RELATED THERETO.

Discussion Regarding Action Items

State & Local ATAX / Mountain Lakes CVB FY 2018

This request was unanimously approved by the PRT Commission on 5-11-2017. Estimated that \$125,000 will come from 65% State ATAX fund and \$27,000 will come from Local ATAX fund. Exact amounts from each account will be determined upon receipt of the 4th Quarter State ATAX check in August.

Local ATAX balance = \$161,908

State ATAX balance = \$85,107

Staff recommends Council approve \$152,000 from State & Local ATAX accounts noting exact amounts from each account will be determined upon receipt of the 4th Quarter State ATAX check in August.

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PRT Commission Local ATAX grant requests

\$37,895 for upcoming events/projects:

- o \$5,000 for South Carolina Sports Alliance
- o \$25,000 for Road Titans 300 Cycling event
- o \$3,200 for Discover Oconee weekly radio show
- o \$2,195 for Destination Oconee photo kiosk
- o \$2,500 for playground accessories

Staff recommends approval of ATAX recommendations by the PRT Commission.

Engineering Services for Entrance Roadway Improvements for Seneca Rail Park / Oconee Economic Alliance / Amount: \$74,630.00

Budget: \$710,000 **Project Cost:** \$74,630 **Remaining Balance:** 635,370

It is the staff's recommendation that Council approve the total award of \$74,630.00 to Thomas & Hutton, of Greenville, SC for engineering services for the above mentioned project.

NimbleStorage Array / Department: IT / Amount: \$182,616.00

Budget: \$50,00.00 (in Capital Equipment) / **Project Cost:** \$40,629.68 (First Lease Payment) / **Balance:** \$9,370.32

It is the staff's recommendation that Council (1) approve the purchase of the NimbleStorage AF3000 storage array from Encore Technology Solutions of Greenville, SC, in the amount of \$182,616 and (2) authorize the five year capital lease agreement directly with VAR Technology Finance of Mesquite, TX for five annual payments of \$40,629.68.

Used Portable Recycling Plant / Department: Solid Waste/Roads/Quarry / Amount: \$146,000.00

Budget: \$146,000.00 / **Project Cost:** \$146,000.00 / **Balance:** \$0

It is the staff's recommendation that Council approve the purchase of one used, 2006 KPT FT 4240CC Portable Recycling Plant from Stone Equipment Company, Inc., of Montgomery, AL, for the cost of \$146,000.00.

Used Dive Team Vehicle / Department: Emergency Services / Amount: \$60,000.00

Budget: \$75,000.00 **Project Cost:** \$60,000.00 **Balance:** \$15,000.00

It is the staff's recommendation that Council approve the purchase of one used, 2010 Ford F-550 Light Rescue/Dive Team Vehicle from Brindle Mountain Fire Apparatus, of Union Grove, AL, for the cost of \$60,000.00.

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]
Building Codes Appeal Board.....District IV and 1 At Large Seat

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required] [None scheduled.]

Council Committee Reports [None scheduled.]

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Executive Session

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

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

(1) "to receive legal advice and discuss contractual matters related to the proposed Consultant Agreement for Services between Oconee County and RCI of South Carolina, Inc."

Discussion Regarding Action Items

Inspection Services / Department: Community Development / Amount: TBD

It is the staff's recommendation that Council approve the use of RCI of South Carolina, Inc., of Pacolet, SC, for building inspections at the rate of 75% of building permit fees collected.

Adjourn

Animal Licensing/Boilers (ALD) are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION 2017-06

A PROCLAMATION HONORING MR. ROBERT O. BROCK

WHEREAS, Mr. Brock was recommended for appointment to the Oconee County Election Commission by the Honorable Herbert D. Morgan, South Carolina Senator District 1, in September 1980;

WHEREAS, Mr. Brock was appointed to the Oconee County Election Commission by the Honorable Richard W. Riley, Governor of South Carolina, in October 1980;

WHEREAS, Mr. Brock was recommended and appointed to the Oconee County Election Commission continuously with each term until 1998;

WHEREAS, the Voter Registration Board and the Oconee County Election Commission were combined into one agency in 1998;

WHEREAS, Mr. Brock served continuously on the now combined Board of Voter Registration and Elections for Oconee County as the Board Chairman providing vital knowledge, expertise and leadership for the election process in Oconee County;

WHEREAS, Mr. Brock is one of the two longest serving appointees to have served on a Voter Registration or Election Board in the history of the State of South Carolina;

WHEREAS, Mr. Brock's final recommendation by the Honorable Thomas Alexander, South Carolina Senator District 1, and final reappointment to the board by the Honorable Nikki Haley, Governor of South Carolina, came in October 2014;

WHEREAS, Mr. Brock retired from the Oconee County Board of Voter Registration and Elections in March 2017 after thirty six and one half years of continuous service;

THEREFORE, Oconee County Council wishes to acknowledge Mr. Robert O. Brock for his accomplishments, dedication and service to Oconee County.

APPROVED AND ADOPTED this 6th day of June 2017.

OCONEE COUNTY, SOUTH CAROLINA

Ms. Edda Cammick
Chairwoman, District I
Oconee County, South Carolina

Katie D. Smith, Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2017-13

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in the City of Walhalla, Oconee County, South Carolina, described as follows: Parcel No. 500-22-05-002, containing 13.45 acres more or less, being land described in a deed from the School District of Oconee County, South Carolina to Oconee County, recorded August 3, 1998 in Deed Book 988, Page 0329, and shown on a plat dated October 28, 1997 and recorded in Plat Book A621, Page 10, Oconee County, Register of Deeds ("County Property"); and

WHEREAS, Duke Energy Carolinas, LLC ("DEC") wishes to acquire from the County, and the County wishes to grant to DEC, certain easement rights for, generally and without limitation, the construction, operation, and maintenance of electric and/or communication facilities on the County Property (the "Easement"); and

WHEREAS, the form, terms, and provisions of the Easement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as "Exhibit A," is acceptable to Council for the purpose of giving effect to the Easement rights; and

WHEREAS, while the Easement is considered a "floating" easement, it will generally encompass an area of fifteen (15') feet on either side of the electric/communication lines shown on the attached Exhibit "B."

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property:

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

1. Council hereby approves the Easement, subject to and in conformity with the provisions of the Easement Agreement.

2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreement.

3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

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

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

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by the Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: May 16, 2017
Second Reading: June 6, 2017
Public Hearing:
Third Reading:

SOUTH CAROLINA
OCONEE COUNTY

EASEMENT

Prepared By: Angelica Hall
For: Lamar Taylor
Return To: Duke Energy
Attn: Angelica Hall
425 Fairforest Way
Greenville, SC 29607

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from OCONEE COUNTY, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a
North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Township of Wagner, City of Walhalla Oconee County, South Carolina, described as follows: Parcel No. 500-22-05-002, containing 13.45 acres more or less, being land described in a Deed from SCHOOL DISTRICT OF OCONEE COUNTY, SOUTH CAROLINA to OCONEE COUNTY, dated August 3, 1998, recorded in Deed Book 988, Page 0329, shown on plat dated October 28, 1997 and recorded in Plat Book A621, Page 10, Oconee County, Register of Deeds (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: _____
Chairman

Witnesses:

(Witness #1)

(Witness #2)

ATTEST:

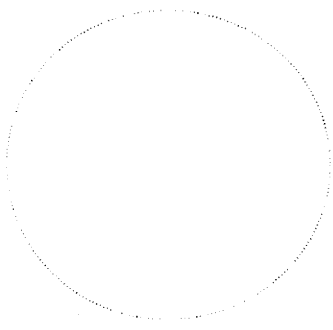
Clerk

(Affix Official Seal)

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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



Notary Public

My commission expires: _____

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: _____
T. Scott Moulder, Oconee County Administrator

Witnesses:

(Witness #1)

(Witness #2)

ATTEST:

Clerk

(Affix Official Seal)

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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

Notary Public

My commission expires: _____





USP: SCADA
 USP: 407 S. CHOURN ST AT WESLEY ST
 USP: 65 T FUSE ON S. PINE ST
 USP:
 USP:

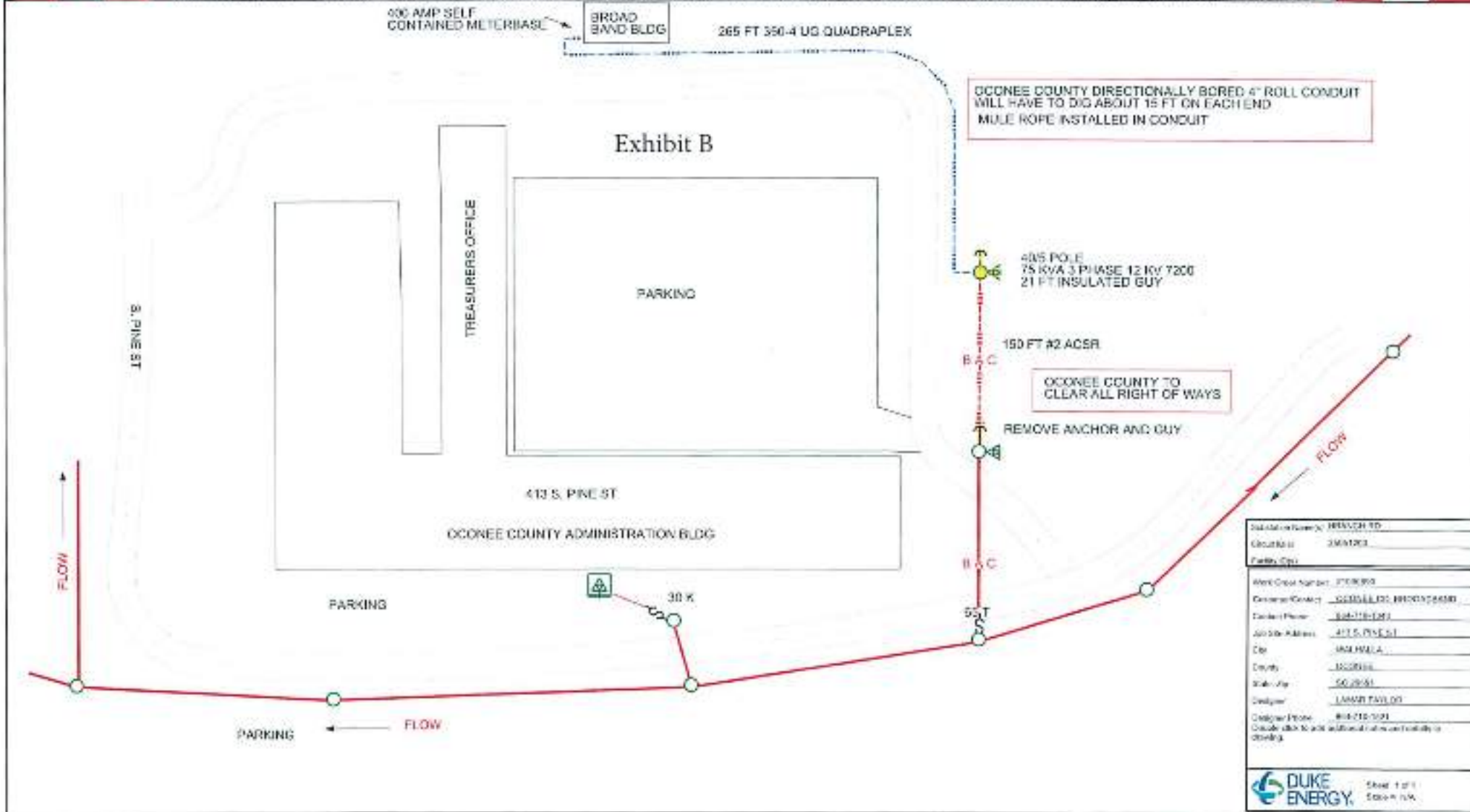


Safety Reminders / Adverse Conditions
 ? WILL BE WORKING IN OCOONEE CO. DRIVE THROUGH TAX PAYMENT DRIVE
 ? COUNTY WILL TEMPORARILY CLOSE DRIVEWAY
 ? CONES AND SIGNS
 ?



Work Zone General Comments: Double click to edit

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Installation Energy:	188524 TD
Circuit ID:	2661203
Fieldy Ops:	
Work Order Number:	2758890
Customer Contact:	020366120, 8800128658
Customer Name:	048-116-1283
Job Site Address:	413 S. PINE ST
City:	OCONEE, GA
County:	OCONEE
State/Zip:	GA/30751
Designer:	LAMAR FAYLOR
Designer Phone:	803-715-1191
Designer Email:	lfaylor@dukeenergysouth.com

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2017-2018 fiscal year for Oconee County (the "County") for ordinary county purposes:

General Fund	\$ 44,397,501
Special Revenue Funds:	
Emergency Services Protection	\$ 1,460,000
Victim Services - Sheriff's Office	\$ 152,000
Victim Services - Solicitor's Office	\$ 58,000
911 Fund	\$ 1,034,000
Tri-County Tech Operations	\$ 1,670,000
Road Maintenance Fund	\$ 1,470,000
Capital Project Funds:	
Economic Development	\$ 615,000
Bridge & Culvert	\$ 525,000
Enterprise Fund:	
Rock Quarry	\$ 4,988,500
Debt Service Fund	<u>\$ 1,958,544</u>
TOTAL	\$ 58,328,545

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2017 and ending June 30, 2018. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,670,000, for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,460,000, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,470,000, for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund

for the fiscal year beginning July 1, 2017 and ending June 30, 2018. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not exceed \$525,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018 To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 1.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated not to exceed \$615,000, for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 911 Fund, special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 9

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2017, as a part of the budget authorized by this Ordinance.

SECTION 10

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this ordinance.

SECTION 11

All unexpended appropriations as of June 30, 2017, except for those specifically carried forward by this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

SECTION 12

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 13

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees attached hereto, as ATTACHMENT A, is incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the fees are hereby approved to be charged by the appropriate county departments.

SECTION 14

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are hereby incorporated herein by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The county administrator is authorized to administer this plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the Fiscal year beginning on July 1, 2017 and ending on June 30, 2018. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

SECTION 15

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 16

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 17

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2017.

SECTION 18

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ___ day of June, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick
Chairwoman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading (Title Only): May 16, 2017
Second Reading: June 6, 2017
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2017-2018
ORDINANCE 2017-01

Section 1

The appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

The County Council may transfer funds from any fund, department, activity or purpose to another by normal Council action, subject to all other applicable legal requirements. The County Administrator shall be authorized to transfer appropriations between departments within a fund. All transfers authorized by this section are subject to the overall appropriation limits of this Ordinance.

Section 7

For any equipment, vehicle or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate, by the Internal Revenue Service, at any given time.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The First Fifteen Hundred Dollars (\$1500) of Oconee County building permit fees (under Community Development on the attached, and incorporated Oconee County Departmental Fees Schedule for this budget year) and related and associated Building Code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States ("IRS"), only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached, incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

For all economic development projects in a joint county industrial or business park ("MCIP") in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2017, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County general fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each,^[1] (3) all other taxing entities in Oconee the County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint county industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee

^[1] If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder

County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2017 and ending June 30, 2018.

Section 13

The Oconee County fund balance policy, as stated and established in Oconee County Resolution R2011-09, is hereby implemented as a part of this budget. Oconee County Council hereby sets the following amounts of fund balance for the respectively stated purposes:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$1,997,700
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,592,895
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715
Assigned funds for Old Courthouse Fund Balance:	\$ 500,000
Assigned funds for Transportation Fund Balance:	\$ 300,000

Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 16

Oconee County receives federal, state and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this ordinance. The Oconee County Administrator, or his duly authorized representative, is hereby authorized to apply for all federal and state grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

Oconee County, South Carolina
Fees Schedule
 2017-2018

Description	Rate	FY 2017 Fees	FY 2018 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
County Road Map Bulk (50 or More)	Per Map	\$1.50	\$1.50
Noise Ordinance Application Fee (New)	\$50.00	\$0.00	\$50.00
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$65.00	\$65.00
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100-\$200
Guarantee Fee		\$50.00	\$50.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Large Animal	Per Day	\$15.00	\$15.00
Airport			
T-Hanger Rental Rates - A - 14 Units	Per Month	\$235.00	\$235.00
T-Hanger Rental Rates - B - 5 Units	Per Month	\$235.00	\$235.00
T-Hanger Rental Rates - B - 5 Units	Per Month	\$160.00	\$160.00
T-Hanger Rental Rates - C - 6 Units	Per Month	\$160.00	\$160.00
T-Hanger Rental Rates - C - 4 Units	Per Month	\$235.00	\$235.00
T-Hanger Rental Rates - D - 5 Units	Per Month	\$235.00	\$235.00
T-Hanger Rental Rates - E - 6 Units	Per Month	\$270.00	\$270.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$120.00	\$120.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft
Ramp Fee - Transport Business Planes Over 10,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 200 gallons or more	\$0.10 reduction for 200 gallons or more
Auditor			
Temporary Tax		\$0.00	\$0.00

**Oconee County, South Carolina
Fees Schedule
2017-2018**

Description	Rate	FY 2017 Fees	FY 2018 Fees
Community Development			
<i>(See Section 12 of Ordinance to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm, Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up (Permit) (Includes County Detail)		\$100.00	\$100.00
Detail Only		\$70.00	\$70.00
Manufactured Home De-Title Fee		\$40.00	\$40.00
Manufactured Home Moving Permit		\$20.00	\$20.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Sign Fees			
Less Than 50 Square Feet		no fee	no fee
51 Square Feet to 200 Square Feet		\$100.00	\$100.00
Greater Than 200 Square Feet		\$300.00	\$300.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$50.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Basic Plan Review - New for FY 2015		\$25.00	\$25.00
Subdivision Review - Minor Subdivision, Less Than 4 Units		\$50.00	\$50.00
Subdivision Review - Minor Subdivision 4 to 10 Units		\$100.00	\$100.00
Subdivision Review - Major Subdivision		\$100.00	\$100.00
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Colocate		\$3,000.00	\$3,000.00
Communication Tower Maint Fee - New for FY 2015	Annual Fee	\$1,000.00	\$1,000.00
WiFi Tower - New for FY 2015		\$250.00	\$250.00
Group Homes		\$50.00	\$50.00
Sexually Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - Billboard		\$100.00	\$100.00
Telex Facilities		\$1,000.00	\$1,000.00
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$5.00	\$5.00
Maps - 13 X 24	Each	\$5.00	\$5.00
Maps - 24 X 36	Each	\$7.00	\$7.00
Maps - 36 X 48	Each	\$8.00	\$8.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$30.00
Non-CFO Rezoning Application Fee	Per Parcel	\$25.00	\$25.00
Appeals, Variances, and Special Exception Application Fee		\$100.00	\$100.00
Zoning Permit Fee - New for FY 2015		\$25.00	\$25.00

**Oconee County, South Carolina
Fees Schedule
2017-2018**

Description	Rate	FY 2017 Fees	FY 2018 Fees
County Council			
Audio CD	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (aerial Imagery) New for 2018		\$6.00	\$6.00
GIS B - 11 X 14 (aerial Imagery) New for 2018		\$10.00	\$10.00
GIS B - 11 X 17 (aerial Imagery) New for 2018		\$10.00	\$10.00
GIS C - 18 X 24 (aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (aerial Imagery) New for 2018		\$18.00	\$18.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CDs - Up to a Maximum of \$2.00	Per Day	\$0.10	\$0.10
Per Book, Magazine, or Music CD			
Videos and DVDs - Up to a Maximum of \$5.00 Per Item	Per Day	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CDs, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually*	\$50.00	\$50.00
*Not charged to patrons from Anderson and Pickens Counties who are in good standing			
Assessor			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (aerial Imagery) New for 2018		\$6.00	\$6.00
GIS B - 11 X 14 (aerial Imagery) New for 2018		\$10.00	\$10.00
GIS B - 11 X 17 (aerial Imagery) New for 2018		\$10.00	\$10.00
GIS C - 18 X 24 (aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (aerial Imagery) New for 2018		\$18.00	\$18.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00

**Oconee County, South Carolina
Fees Schedule
2017-2018**

Description	Rate	FY 2017 Fees	FY 2018 Fees
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$15.00	\$15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
All campsites must have current license plates. No site may be occupied for more than thirty (30) days.			
Building Reservations (All Parks)			
A security deposit is required, but refundable if facility and area left clean.			
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	Full Day Only	\$450.00	\$450.00
Picnic Shelters			
Chau Ram Park			
Picnic Shelter #1 - Maximum Number of 35 People	1/2 Day	\$30.00	\$30.00
Picnic Shelter #2 - Maximum Number of 35 People	1/2 Day	\$30.00	\$30.00
Picnic Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
South Cove Park			
Pavilion	1/2 Day	\$50.00	\$50.00
High Falls Park			
Shelters - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelters - 51 to 75 People	1/2 Day	\$40.00	\$40.00
Shelters - 76 to 100 People	1/2 Day	\$60.00	\$60.00
Shelters - 101 to 150 People	1/2 Day	\$60.00	\$60.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		use recreation building rates	
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Soccer Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00

**Goosee County, South Carolina
Fees Schedule
2017-2018**

Description	Row	FY 2017 Fees	FY 2018 Fees
Probate			
Estate and Conservatorship Fees			
In estate and conservatorship proceedings, the fee shall be based upon the gross value of:			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$67.50
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 (But Less Than \$200,000)		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$200,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$200,000
(6) Property Valuation of \$200,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$200,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$200,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition in Any Action or Proceeding Other Than Items (1) Through (6) Above. Same Fee as Charged for Filing Civil Actions in Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Records		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-3-501		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Goosee County Resident		\$10.00	\$10.00
Marriage Ceremony Fee - Out of County Resident		\$25.00	\$25.00
Marriage License Fee - (Total Cost) - Goosee County Resident		\$30.00	\$30.00
Marriage License Fee - (Total Cost) - Out of County Resident		\$45.00	\$45.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Referencing or Comending Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Keowee Courier/Westminster News		\$25.00	\$25.00
Daily Journal		\$75.00	\$75.00
Notice to Creditor - Daily Journal		\$20.00	\$20.00
Notice to Creditor - Keowee Courier/Westminster News		\$20.00	\$20.00

**Doonee County, South Carolina
Fees Schedule
2017-2018**

Description	Rate	FY 2017 Fees	FY 2018 Fees
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamp		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$5.00 for first page \$1.00 for each additional	\$5.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00, more than 2 pages \$10.00, more than two pages \$10.00; each additional debtor more than two \$2.00; continuations \$4.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00, more than 2 pages \$10.00, more than two pages \$10.00; each additional debtor more than two \$2.00; continuations \$4.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Out Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$20.00 + \$0.10 per linear ft.	\$20.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$500	\$1.50 per foot minimum \$500
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost

Oconee County, South Carolina
Fees Schedule
2017-2018

Description	Rate	FY 2017 Fees	FY 2018 Fees
Rock Quarry			
#1 Crusher Run 1 1/2"		\$9.50	\$10.10
#2 Crusher Run (Sap Rock)		\$7.75	\$8.35
#3 Surge 2" x 3"		\$11.75	\$12.35
#4 Screenings		\$5.00	\$5.60
#5 57: 1"		\$11.60	\$12.10
#6 759: 3/8" x 1/2"		\$11.60	\$11.60
#7 Class A Rip Rap 4" x 8"		\$13.25	\$13.60
#8 Class B Rip Rap 5" x 10"		\$13.50	\$14.10
#9 Asphalt Sand		\$6.75	\$6.75
#10 Class B Rip Rap (Boulders Larger than 27")		\$18.75	\$19.30
#14 Flat Boulders		\$21.75	\$22.50
#15 Class C Rip Rap 16" x 21"		\$13.75	\$14.30
#16 Class D Rip Rap 21 1/2" x 27"		\$14.00	\$14.60
#17 Dirt Sales per Ton (New)		\$0.00	\$0.50
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notices	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$7.00	\$7.00
Record Check	Each	\$5.00	\$5.00
Evictions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee	Per Ton	\$43.00	\$45.00
C and D Landfill Tipping Fee (Rate was last set in 1993.)	Per Ton	\$90.00	\$10.10
Mulch	Per Space	\$10.00	\$10.00
Solicitor			
Worthless Check Fee:		\$50 for checks up to \$500, \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500, \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater
Treasurer			
Docst Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

**PLANNED ADMINISTRATORS, INC.
ADMINISTRATIVE SERVICES ONLY (ASO) AGREEMENT**

This Agreement, dated this 1st day of May 2017, effective for the Administrative Service Period of 12 months beginning May 1, 2017 and ending April 30, 2018 is entered into by and among the Plan Sponsor/Administrator, Oconee County, and the Plan Supervisor, Planned Administrators, Inc. ("PAI").

WITNESSETH:

Whereas, The Plan Sponsor/Administrator identified above has adopted an Employee Health and Welfare Benefit Plan known as the Oconee County Employee Health and Welfare Benefit Plan ("Plan"), which is set forth in the Plan Document, for certain employees and their dependents (hereinafter referred to as "covered persons"); and

Whereas, PAI has been designated by the Plan Sponsor/Administrator as the Third Party Administrator (TPA) to provide administration and claims services for the establishment and operation of the Plan; and

Whereas, the Plan Sponsor/Administrator has requested that PAI perform the services that are specified in the Agreement and PAI has agreed to do same upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

SECTION 1. ADMINISTRATIVE SERVICES

- 1.1 To the extent specified in Exhibits A, B, C & D attached hereto, PAI shall provide the services for, and shall assist the Plan Sponsor/Administrator in, the administration of the Plan.
- 1.2 PAI shall follow the terms and provisions of the Plan Document in accordance with the Plan Sponsor/Administrator's intent and directions in carrying out the terms and purposes of this Agreement.
- 1.3 To the extent set forth in Exhibits A, B, C & D, PAI shall assist the Plan Sponsor/Administrator in the preparation of any report, or similar papers, required by a state or federal authority, for the Plan.

SECTION 2. PLAN SPONSOR/ADMINISTRATOR OBLIGATIONS

- 2.1 It is understood that the effective performance of all obligations hereunder by PAI will require that the Plan Sponsor/Administrator furnish to PAI certain timely reports and information in a form and manner specified by PAI, and such shall be as follows:

- A. Previous Plan Document and Health Insurance Contract;
- B. Plan Summary Booklet;
- C. Copy of previous Carrier's billing for month preceding the effective date of coverage of the new Plan;
- D. Complete, legible, and accurate enrollment forms on all covered employees and timely submission of Employee Data Change Forms and Health Questionnaires when appropriate;
- E. Any and all necessary information regarding any Excess Loss (Stop Loss) Insurance ("Excess Loss (Stop Loss) Insurance" means the insurance procured by the Plan Sponsor/Administrator that insures against claims made in excess of certain amounts); and
- F. Other information or documentation as may be required from time to time, within 30 days of request.

If applicable, items A through C shall be delivered to PAI within 15 days of the effective date of this Agreement. Item D shall be delivered to PAI no later than the 20th of each month for enrollments, changes, and questionnaires completed during the prior calendar month.

- 2.2 PAI shall not be responsible for delay in the performance of the claim and administrative and billing services caused by failure of the Plan Sponsor/Administrator to furnish any required information on a timely basis.

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- 2.3 The Plan Sponsor/Administrator shall comply with all requirements of the Employee Retirement Income Security Act of 1974 and any other laws and regulations covering self-funded employee benefits programs.
- 2.4 The Plan Sponsor/Administrator shall be responsible for determining which covered persons are eligible for benefits under the Plan and shall certify this eligibility to PAI. Eligibility determinations shall be made by the Plan Sponsor/Administrator in compliance with the terms of the Plan Document. The Plan Sponsor/Administrator is responsible for ensuring that any member (employees or employees' dependents who Plan Sponsor/Administrator determines are eligible to participate in the Plan and who have elected to participate in the Plan) coverage rescissions reported to PAI are due to fraud, intentional misrepresentation of material fact or non-payment of premium contribution amounts. Any member notices required by law due to rescissions of coverage are also the Plan Sponsor/Administrator's responsibility. The Plan Sponsor/Administrator is responsible for reconciling its employment records to the lists of covered employees on PAI's monthly invoices, and reporting any discrepancies to PAI.
- 2.5 The Plan Sponsor/Administrator shall open and maintain a separate checking account at the bank of its choice, from which claims payments will be issued. The Plan Sponsor/Administrator shall provide PAI with bank account documentation, i.e. signature card, MICR encoded bank specifications sheet. Claims checks will be issued from this account on a twice-weekly basis. The Plan Sponsor/Administrator shall be responsible for timely deposit of sufficient funds for claims checks to be mailed two business days following the date of the check issuance (check date). Escheat/Unclaimed Funds reporting and compliance shall be the responsibility of the Plan Sponsor/Administrator.
- 2.6 The Plan Sponsor/Administrator is responsible for timely payment of all premiums for any insurance purchased by or for the benefit of the Plan. The Plan Sponsor/Administrator has the final authority to decide the insurance company(s) that will provide any such insurance.
- 2.7 If the Plan Sponsor/Administrator purchases COBRA services from PAI, Plan Sponsor/Administrator shall:
- A. Complete a COBRA initial notification form (which shall be provided by PAI or its designee within ninety (90) days of any new employees and within thirty (30) days of a member's Qualifying Event (as defined in the Plan Document));
 - B. Determine the amount of contributions required for COBRA continuation coverage and notify PAI or its designee of such amount;
 - C. Inform PAI or its designee of continuation rights, by use of the COBRA notification form or other electronic means upon the occurrence of a Qualifying Event;
 - D. Notify PAI or its designee upon receipt of notification of any second Qualifying Event.
- If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.
- 2.8 Internal Revenue Code Section 125 Plan ("125 Plan") Services: If applicable and if the Plan Sponsor/Administrator purchases 125 Plan Services from PAI, then the Plan Sponsor/Administrator shall:
- A. Sponsor and encourage employee support of the 125 Plan.
 - B. Provide PAI or its designee (in a format reasonably acceptable to PAI or its designee) any necessary employee payroll, census, benefit information and any other information reasonably requested from time to time by PAI or its designee.
 - C. Be responsible for creation of any 125 Plan documents.
 - D. At all times be responsible for contributions to the 125 Plan and funds held by the 125 Plan.
 - E. Report participant terminations and changes of family status to PAI or its designee.
 - F. Reconcile payroll amounts redirected to the 125 Plan.

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- G. Complete and file form(s) 5500 with the IRS each plan year.
- H. Initiate any action required in the event 125 Plan becomes discriminatory.
- I. Distribute funds according to the requirements of the 125 Plan and PAI's or its designee's direction.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

2.9 Summary of Benefits and Coverage (SBC): The Plan Sponsor/Administrator agrees:

- A. To promptly provide to PAI the information necessary to complete the SBC;
- B. There is an understanding and agreement that the Plan Sponsor/Administrator's failure to provide information in a timely manner may substantially delay and/or jeopardize the timely delivery of the SBC;
- C. To distribute the SBC required under the Patient Protection and Affordable Care Act (PPACA) to members;
- D. To ensure that electronic access shall be restricted to a "read-only" or similar basis;
- E. To replace any hard-copy SBC that is modified by PAI;
- F. That the hard-copy SBC on file with PAI shall control in the event of any discrepancy; and
- G. That the Plan Sponsor/Administrator remains solely responsible for the content of the SBC and all other legal requirements related to the SBC. To the extent that PAI incurs any liability as a result of the preparation or distribution of the SBCs to Plan Sponsor/Administrator's members, Plan Sponsor/Administrator shall fully indemnify PAI.

SECTION 3. PAYMENTS

- 3.1 **Monthly Billing** - Monthly billings reflecting Fixed Costs (all Plan Costs except Claim Costs) will be provided to the Plan Sponsor/Administrator to arrive approximately seven (7) calendar days prior to the first day of the month in which it is due. This bill will reflect all written changes received by PAI prior to the 10th day of the previous month. Payment is due on the 1st day of each month, and will be delinquent if not received prior to the 10th. All claims adjudication will be curtailed on delinquent accounts until such time as the account is brought current. If payment is not received within 30 days following the due date, PAI Administrative and Claims Services may be cancelled. If life insurance premiums are included on the billing, that coverage will also be cancelled. The Plan Sponsor/Administrator is required to pay as billed and accept reasonable or appropriate retroactive additions or terminations, if applicable, on the subsequent month's billing.
- 3.2 If during the operation of the Plan, any tax (other than state or federal income taxes), or any other assessment or premium charge shall be assessed against the Plan, or if PAI is required to pay such tax, PAI shall report the payment to the Plan Sponsor/Administrator and the Plan Sponsor/Administrator shall reimburse PAI for the same, to exclude any expenses or taxes that are not appropriately allocable to the operation of the Plan.
- 3.3 In addition to monthly administrative, claims, and handling fees, the Plan Sponsor/Administrator shall pay PAI additional charges for any special request items or services not specifically covered in Exhibits A, B, C & D. Such items may be:
 - A. Printing and supplies expenses incurred after exhausting the supplies provided under the initial set-up fee for Plan inserts, Plan Document changes, ID cards, etc.;
 - B. Special statistical reports other than customary or annual reports, (See Exhibit B, paragraph F). Unusual or extraordinary expenses for services or support that PAI and the Plan Sponsor/Administrator mutually agreed upon.
- 3.4 All charges incurred as a result of paragraph 3.3 will be submitted for payment on the next Plan monthly billing statement and subject to payment in full with that billing remittance.

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- 3.5 All charges incurred for services to be rendered for an administrative run-out of claims at termination of a contract will be billed and remitted as set forth in Section 9, Termination of Agreement, paragraph 9.5.
- 3.6 PAI has the right to change the monthly Fixed Costs charges, in the following circumstances. PAI will, to the extent possible, give the Plan Sponsor/Administrator no less than thirty (30) days advance written notice of the change. The portion of the Fixed Costs representing policy premiums (if any) may be changed at any time the policy premiums are changed by the insurer(s). The administrative service fees of PAI may be changed once every twelve months. PAI may also change the administrative service fees (1) on the date a substantive change is made to the Plan which increases the responsibilities of PAI or (2) on the date the number of employees covered by the Plan has changed by 25% or more since the date the then current administrative services fees were effective. If Fixed Costs charges change during the term of this Agreement, an amended Schedule D will be prepared, agreed upon and initialed by both parties to the Agreement.

SECTION 4. MISCELLANEOUS PROVISIONS

- 4.1 PAI in performing its obligations under this Agreement is acting only as an agent of the Plan Sponsor/Administrator. For the purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time, and any applicable state legislation of similar nature, the Sponsor shall be the Administrator of the Plan, unless the Sponsor by action of its Board of Directors designates an individual or committee to act as Administrator. In no instance shall PAI be deemed to be, or be, the Sponsor or the Administrator of the Plan for purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time. Both parties acknowledge and agree that all documents and records generated by PAI in performance of its obligations under this Agreement are owned by the Plan Sponsor/Administrator, and that PAI serves as the custodian of such documents and records on behalf of the Plan Sponsor/Administrator.
- 4.2 PAI shall not be liable, nor advance its funds, for the payment of claims under the Plan or insurance or other premiums or monies owed to other providers of goods or services that are the responsibility of the Plan Sponsor/Administrator. PAI shall not be considered the Insurer or Underwriter of the liability of the Plan Sponsor/Administrator to provide benefits for the Plan's covered persons and the Plan Sponsor/Administrator shall have final responsibility and liability for payment of claims in accordance with the provisions of the Plan.
- 4.3 To the extent permitted pursuant to applicable law, the Plan Sponsor/Administrator agrees to defend, indemnify and hold harmless PAI from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses ("Damages"), including a reasonable attorneys' fee (for attorneys chosen by PAI), resulting from, or related to any third party claim relating to this Agreement or the Plan Sponsor/Administrator's Plan or the Plan Document unless such Damages are the direct consequence of criminal conduct, fraud, or willful misconduct on the part of PAI. The Plan Sponsor/Administrator agrees to hold PAI harmless for any claims amounts that are not reimbursed by any Excess Loss (Stop Loss) carrier, provided that PAI has processed the claims pursuant Section 8.
- 4.4 PAI agrees to indemnify and hold harmless the Plan Sponsor/Administrator from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including a reasonable attorney's fee (for attorneys chosen by The Plan Sponsor/Administrator), arising out of or related to the Plan, Plan Document or this Agreement, but only if resulting from PAI's criminal conduct, fraud, or willful misconduct.
- 4.5 The Plan Sponsor/Administrator also recognizes and agrees that Plan Sponsor/Administrator's failure to adhere to the check release process as outlined in Section 4.10, or Plan Sponsor/Administrator's failure to pay the Administrative Fee due to PAI under this Agreement, may result in PAI incurring significant costs and has the potential to result in a delay in the release of the claims checks, Provider Vouchers and Explanation of Benefits Statements beyond the time frames for such release as set forth in the U.S. Department of Labor claims regulations. In the event that the Plan Sponsor/Administrator delays the release of any claims checks, or fails to pay the Administrative Fee, PAI will be entitled to indemnification for any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including attorneys' fees (for attorneys chosen by PAI), resulting from, or arising out of, based on, or in connection with such delay or non-payment.
- 4.6 PAI may secure the services of actuaries, computer service firms and any other firms it deems necessary in

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performing its duties under this Agreement.

- 4.7 Both parties acknowledge and agree that pursuant to this Agreement, PAI is an independent contractor under South Carolina State law. Personnel performing services under this Agreement will remain employees of their respective parties and no such employee of either party shall be considered in any way to be an agent, officer, representative, or employee of the other party, or have binding authority as an agent, officer, representative, or employee of the other party.
- 4.8 A. If PAI becomes aware of an excess payment or overpayment made under the Plan in excess of \$50.00, PAI shall use its standard overpayment collection processes and procedures to attempt to recover any overpayment; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI's services for its standard overpayment collection processes are included in the Administrative Charge. In the event PAI uses the services of a Medical Provider Audit Firm ("MPAF"), the fee for such MPAF services shall be based on a percentage of the amount recovered and is listed on Exhibit D. PAI, in its sole discretion, shall settle and resolve overpayments on any basis it determines is reasonable (provided that PAI may only pursue litigation in accordance with this Section 4.8), including payment of less than the entire overpayment amount. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8; however, if PAI determines that litigation is necessary to collect the overpayment, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of overpayments is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any overpayment not recovered.
- B. If PAI becomes aware of a subrogation claim in excess of \$50.00, PAI shall use its standard processes and procedures to attempt to recover the subrogation claim; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI shall charge an additional fee based on a percentage of the subrogation amount recovered (hereinafter the "Subrogation Fee"). The Subrogation Fee is listed on Exhibit D and is not included in the Administrative Charge or any other fee described herein. PAI, in its sole discretion, shall settle and resolve all such claims on any basis it determines as reasonable, including collection of less than the entire amount of such claim and contributions to the Member's attorney's fees. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8. In the event PAI determines litigation is necessary to recover a subrogation claim, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator, for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of subrogation claims is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any subrogation claim not recovered. If the Plan Sponsor/Administrator separately contracts with an outside vendor for subrogation services, references to subrogation recovery in this paragraph are not applicable.
- 4.9 The Plan Sponsor/Administrator acknowledges that PAI may receive rebates and/or other amounts ("credits") from drug manufacturers and/or through a Pharmacy Benefit Manager ("PBM"). These financial credits are paid directly from drug manufacturers or from other providers through the PBM. Except as otherwise provided herein, credits are not payable to the Plan Sponsor/Administrator or members and will be retained by PAI to help stabilize overall rates and to offset expenses. Amounts paid to pharmacies, or discounted prices charged at pharmacies, are not affected by these credits. Any coinsurance that a member must pay for prescription drugs is based upon the allowable charge at the pharmacy, and does not change due to receipt of any credit by PAI. Copayments are not affected by any credit. Pharmacy rates may vary and the proposed retail rates do not necessarily reflect the actual contracted rate between the PBM and the pharmacy chain. The Plan Sponsor/Administrator acknowledges that the amount paid to the pharmacy may not be equal to the amount billed to the Plan Sponsor/Administrator. If the Plan Sponsor/Administrator independently contracts with a Pharmacy Benefit Manager that does not electronically exchange member level claims data with PAI, then PAI is not responsible for (1) integrating pharmaceutical claims payment information into members' maximum out-of-

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pocket accumulators, or (2) inclusion of pharmaceutical claims payment information in stop loss claims submissions for reimbursement. This section does not apply if Plan Sponsor/Administrator does not offer coverage for prescription drugs as part of its Plan Document or if the Plan Sponsor/Administrator has separately contracted with a PBM. If the Plan Sponsor/Administrator has separately contracted with a PBM, PAI shall be entitled to rely on any information provided to it by the Plan Sponsor/Administrator's PBM vendor. PAI shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI shall not be liable for any damages that may result from its reliance on and/or utilization of inaccurate or incomplete information received from the Plan Sponsor/Administrator's PBM vendor.

- 4.10 The Plan Sponsor/Administrator agrees to operate under the prescribed procedures for auto-release of their claims checks. Checks will be mailed two business days after the date of the checks. Failure of the Plan Sponsor/Administrator to comply with prescribed auto-release procedures may result in immediate placement of claims processing on administrative hold.
- 4.11 PAI shall not be bound by any notice, or directive or request unless and until it is received in writing at its office in Columbia, South Carolina, addressed to Planned Administrators, Inc., Post Office Box 6927, Columbia, South Carolina 29260.
- 4.12 This Agreement, including any attached Exhibit, Schedule, Attachment or Supplement, contains the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

SECTION 5. LAWS GOVERNING AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of South Carolina, except to the extent such laws are preempted by the Employee Retirement Income Security Act of 1974 and any other federal law in which such federal law shall apply.

SECTION 6. AGREEMENT COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterpart shall constitute but one of the same instrument.

SECTION 7. MODIFICATION OF AGREEMENT

This Agreement and any attachments thereto constitute the entire Agreement between the parties. Changes in the Agreement or in any attachments must be mutually agreed to, in writing, signed and delivered to the respective parties.

SECTION 8. TIME LIMIT FOR FILING CLAIMS

- 8.1 It is understood that the Plan Sponsor/Administrator has implemented a self-funded health benefit plan and that all provisions of the Plan must be described in a Plan Document.
- 8.2 The Plan Sponsor/Administrator understands that if it purchases Excess Loss (Stop Loss) coverage to reimburse it for some losses sustained under the Plan, the coverage contract will contain a time limit within which covered and complete claims must be filed by persons covered under the Plan in order for the loss to be reimbursable to the Plan Sponsor/Administrator.
- 8.3 It is understood that the Plan Sponsor/Administrator is responsible for the Plan Document and for all provisions in the Plan Document including, but not limited to, a description of any time limits within which complete claims must be filed. It is understood, further, that if the Plan Document provides for a longer time period to pay claims than the Excess Loss (Stop Loss) coverage provides, there could be claims payable under the Plan which will not be reimbursed by the Excess Loss (Stop Loss) contract, which otherwise might have been reimbursable. In all

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cases where claims are submitted to PAI for payment, PAI is responsible for processing and presenting claims for payment to the Plan Sponsor/Administrator in a time and manner as specified in Exhibit B, and within a reasonable timeframe to secure reimbursement under the Excess Loss (Stop Loss) contract. If PAI receives a claim after the deadline for reimbursement under the Excess Loss (Stop Loss) contract, PAI will promptly notify the Plan Sponsor/Administrator. PAI will not disrupt the standard flow of the adjudication process, but will follow its standard processing procedures.

Claims must be filed with PAI within the time requirements as set forth in the Plan Document, unless it was not reasonably possible to do so. PAI will determine if enough information has been submitted to enable proper consideration of the claim.

- 8.4 For purposes of claims processing, a complete claim is one that includes all information necessary for PAI to properly adjudicate the claim. If PAI receives incomplete claims or if the claim is considered incomplete due to any other information being needed, PAI will request the needed information and the Plan Sponsor/Administrator shall be notified in writing, via a monthly "LPR-Claim Letter Listing" report, which informs the Plan Sponsor/Administrator about any claims received by PAI that are pending additional information. This report provides information regarding all letters PAI has sent out to subscribers on behalf of the Plan Sponsor/Administrator, requesting additional information necessary to complete the adjudication of the claim in question. PAI will use reasonable means to secure the information needed for the incomplete claim to become complete. It is ultimately, however, the responsibility of the Plan Sponsor/Administrator to secure any information needed by PAI.
- 8.5 If PAI receives any claim which is incomplete, as described in paragraph 8.4 and the information needed to make the claim complete is not received within the claim filing and payment time limit in the Excess Loss (Stop Loss) contract, that claim if subsequently paid under the Plan may not be reimbursed to the Plan Sponsor/Administrator by the carrier providing the Excess Loss (Stop Loss) coverage.

SECTION 9. TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party by written notice of intention to terminate given to the other party, to be effective as of a certain date set forth in the written notice which shall not be less than thirty (30) days from the date of such notice. Failure by the Plan Sponsor/Administrator to render written notice of at least thirty (30) days will result in the equivalent of one month's administrative service fees being due to the Plan Supervisor, payable immediately. Failure of the Plan Sponsor/Administrator to remit said amount will void and invalidate any further obligation of PAI to furnish materials or data as outlined in Section 9, paragraph 9.5, item C.
- 9.2 This Agreement shall automatically terminate in the event of:
- A. Bankruptcy or insolvency of the Plan Sponsor/Administrator or PAI;
 - B. Failure by the Plan Sponsor/Administrator to deliver to PAI on a timely basis the reports and information set forth in Section 2, paragraph 2.1;
 - C. Merger, sale or consolidation of Plan Sponsor/Administrator, unless the surviving entity, as new Plan Sponsor/Administrator, and PAI agree to continue this Agreement;
 - D. Merger, sale or consolidation of PAI, unless the surviving entity, as new Plan Supervisor, and Plan Sponsor/Administrator agree to continue this Agreement;
 - E. The enactment of any law or the promulgation of any regulation, which makes illegal the continuance of this Agreement or the performance of any obligations hereunder;
 - F. Failure of the Plan Sponsor/Administrator to deposit funds for the payment of claims within a two week time period from the date of the checks.

Provided, however, in the event of any termination of this Agreement pursuant to items A through F of this Section 9.2, such termination shall not occur and shall not be effective until the 15th day after the terminating party notifies the other party in writing that the Agreement is being terminated. As to items B and F above, there

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shall be a right to cure the default during the first 7 days of this 15-day notice period.

9.3 In the event of termination of this Agreement, PAI shall complete the processing of all fully documented requests for claim payments under the Plan that were received by it and are due and payable prior to the termination of this Agreement, but it shall have no obligation:

- A. To complete the processing of any such requests upon its determination that the Plan Sponsor/Administrator has failed to provide funds for the payment of benefits due;
- B. To process requests for claim payments that were received by it after termination of this Agreement;
- C. To process requests for claims payment for which full documentation does not arrive at PAI until after the termination of the Agreement;
- D. To issue checks after the termination date for requests for claim payment relative to conditions existing on or after such date.

9.4 All checks issued by PAI, which are outstanding upon the termination of this Agreement or issued thereafter in accordance with Section 9, paragraph 9.3, shall continue to be the responsibility and liability of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall continue to be responsible and liable for the payment of all benefits and expenses under the Plan after the termination of this Agreement.

9.5 Notwithstanding anything herein to the contrary, if the Agreement is terminated for any reason the following applies:

- A. Termination of this Agreement will result in cessation of all administrative and claims services, upon the date of termination. However, when mutually agreeable the Plan Sponsor/Administrator can request an Administrative and Claims Service Agreement only, to allow for the orderly resolution of the incurred but not paid, pending claims (runout). This in no way will be construed as an extension of any insurance contracts that may exist. Such an agreement can be arranged for three months at a time (up to a total of 12 months), and the runout fees will be based on the administrative rates and number of enrollees on the invoice of the final month of the contract. The monthly runout fees will be determined at the time of contract termination. The monthly runout fees will be equal to 100% of the last contract month's administrative fees for the first three months, 50% of the last contract month's administrative fees for the fourth through sixth months, and 25% of the last contract month's administrative fees for the seventh through twelfth months. Any runout PPO network fees are not reduced quarterly in the same manner as the administrative fees. The runout fees will be payable in advance, unless otherwise agreed upon.
- B. PAI will deliver to the Plan Sponsor/Administrator, for a standard end-of-contract reporting fee of \$500.00, the following items after the termination of this Service Agreement:
 - 1. The Plan year-end closing documentation;
 - 2. A final accounting of all reimbursements made by the Excess Loss (Stop Loss) Carrier;
 - 3. All unused check stock;
 - 4. Copies of paperwork on outstanding reimbursements which was forwarded to Excess Loss (Stop Loss) Carrier;
 - 5. Claims submitted but not processed;
 - 6. All claims documentation and other materials utilized to process claims;
 - 7. A listing of all deductible and out-of-pocket accumulations;
 - 8. Any other documents or records for which PAI is responsible pursuant to the terms of this Agreement.
- C. The delivery of those items in the paragraph above to the Plan Sponsor/Administrator or its representative will release PAI of all further administrative, legal, financial and consultative responsibility of any ongoing or future actions that may be taken by claimants or providers of services, etc.

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In Witness whereof, the Plan Sponsor/Administrator and PAI have executed this Agreement as of the day and year first above written.

For: **OCONEE COUNTY**
By: 
(Signature)

Name: J. Scott Moulder
(Print)

Title: County Administrator

Date: 4/26/17
(Please enter exact date signed.)

For: **PLANNED ADMINISTRATORS, INC. (PAI)**
By: _____
(Signature)

Name: PJ Rascigno
(Print)

Title: AVP Sales and Service

Date: _____
(Please enter exact date signed.)

This Agreement shall be effective on the earlier of the Effective Date or, if Plan Sponsor/Administrator shall not return an executed copy prior to the Effective Date, the first date the Plan Sponsor/Administrator receives Services. If Plan Sponsor/Administrator has not returned an executed copy of this Agreement prior to the receipt of Services, then the version of this Agreement initially provided to the Plan Sponsor/Administrator shall control.

EXHIBIT A

General Administrative Services

1. PAI will provide technical assistance, guidance and administrative support in the preparation for approval by the Plan Sponsor/Administrator of the following:
 - A. Standard Plan Document with the Schedule of Benefits (Benefit Booklet);
(If Plan Sponsor/Administrator has not returned an approved and executed copy of the Plan Document prior to the receipt of Services, then the version of the Plan Document initially provided to the Plan Sponsor/Administrator shall control.)
 - B. Billing format;
 - C. Checks for any bank account.
2. PAI will provide the following:
 - A. Enrollment/Change Forms;
 - B. Claim Forms (medical, dental, and disability);
 - C. Health Questionnaires;
 - D. Drug Forms;
 - E. Monthly billing;
 - F. Explanation of benefit forms (EOB);
 - G. Standard PAI identification cards.
3. PAI may perform the marketing function to obtain quotes and coordinate the procurement process for any Stop Loss Insurance Contracts.
4. PAI will furnish information to the Plan Sponsor/Administrator necessary for the Plan Sponsor/Administrator to complete 5500 filings (if applicable), within the prescribed deadline of 120 days from end of Plan year. It is the Plan Sponsor/Administrator's responsibility to determine whether the Plan is required to file Form 5500.
5. PAI will print and mail 1099s to the appropriate recipients at the end of each calendar year. PAI's actual cost will be billed to the Plan Sponsor/Administrator. PAI will also electronically file the 1099 information returns with the appropriate governmental authorities, on behalf of the Plan Sponsor/Administrator.
6. If Plan Sponsor/Administrator purchases COBRA Services from PAI, PAI or its designee shall:
 - A. Mail the initial COBRA rights notice (as approved by the Department of Labor) to the member or dependent under the Plan. A separate COBRA rights notice will be mailed to the covered spouse if applicable.
 - B. Send the appropriate COBRA notice and election forms to the qualified beneficiaries and monitor the election period for the COBRA beneficiaries upon notice of a qualified member. (Forms must be completed in its entirety; incomplete elections will be treated as elected as offered.)
 - C. Bill and collect the initial premium payment covering the period during which coverage would have normally ended to the date the beneficiary elects COBRA continuation.
 - D. Bill and collect the monthly premiums from the COBRA beneficiaries who elected continuation of coverage beginning with the first monthly premium due after notice of continuation coverage is made by the beneficiary.
 - E. Monitor the appropriate continuation of coverage period for each beneficiary and disenroll the beneficiary at the end of the period of continued coverage.
 - F. Send conversion notices to eligible COBRA beneficiaries to the extent and within the period prescribed by applicable law, provided that a conversion option is included in their Plan Document.
 - G. Not be responsible for giving notice to the COBRA continuants of any open enrollment periods as well as the available benefit plan options and applicable premium rates for the periods.

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H. Provide reports as follows:

- 1) a monthly report summarizing the following items for the preceding month: coverage elections and terminations; premium payment status; eligibility expirations; and all changes related to coverage and/or demographics that have been affected;
 - 2) a daily report indicating: receipt of initial premium, notice of election (including type of coverage chosen) and notice of termination (including date of and reason for termination);
 - 3) additional reports may be available upon mutual agreement and for an additional fee.
- I. Forward contributions received for the preceding month to Plan Sponsor/Administrator on a monthly basis, less any amount due as payment for COBRA Services furnished pursuant to this Agreement.

Neither PAI or its designee shall be responsible for providing notice of any open enrollment periods, available benefit plan options, and/or applicable premium rates for such periods.

PAI or its designee shall rely upon any information provided to it by the Plan Sponsor/Administrator, shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI's or its designee's only obligation hereunder shall be to compile such information accurately and to utilize such information in performing its responsibilities under this Agreement.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

7. If Plan Sponsor/Administrator purchases 125 Plan Services from PAI, PAI or its designee shall:

- A. Provide sample announcement letters, sample communications materials for employee education and annual enrollment materials as requested by the Plan/Administrator.
- B. Process employee reimbursement requests as directed by the Employer's Section 125 Plan, 125 Plan Master Application and IRS guidelines.
- C. Provide toll-free customer service access via telephone.
- D. Provide 125 Plan discrimination reports at the beginning and end of the year.
- E. Provide standard monthly reports for reconciling amounts redirected to the 125 Plan. Standard monthly reports include:
 - 1) Reports detailing the monthly administrative fees;
 - 2) Reports detailing billing for employees; and,
 - 3) Reports detailing employees' elections and participation.
- F. Not have any obligation or duty to maintain any accounts or handle funds on behalf of the Plan Sponsor/Administrator.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

EXHIBIT B

Claim Payment Services

- 1. PAI shall, in accordance with the terms of the Plan Document or other written agreements, as originally stated or as subsequently amended, do the following:**
 - A. Promptly process claims with respect to covered persons and calculate the amounts due and payable in accordance with the Plan Document.**
 - B. Prepare for signature by the authorized party, process and distribute payment checks drawn on the Plan's checking account.**
 - C. Prepare and submit all reports and notices of claims to the reinsurer in a time and manner required by the Excess Loss Insurance Policy; maintain records reasonably required by the reinsurer and furnish to the reinsurer upon request, all pertinent data with respect to Covered Persons as required by the Excess Loss Insurance Policy; or perform any other duty in a time and manner as specified in the Excess Loss Insurance Policy. PAI shall promptly notify Plan Sponsor/Administrator of any notices received by PAI from the reinsurer, and promptly forward Excess Loss Insurance reimbursements received from the reinsurer to the Plan Sponsor/Administrator.**
 - D. Maintain current and complete records and files of claim payments for each covered person in accordance with PAI's current practices.**
 - E. Request, as needed, any Medical Records necessary with which to process claims and file claims reimbursements with the Excess Loss (Stop Loss) carrier on behalf of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall be responsible for any expenses incurred in obtaining these Medical Records. This expense will be charged against the Plan Sponsor/Administrator's claims account.**
 - F. Submit the following claims related reports to the Plan Sponsor/Administrator:**
 - 1. Check register;**
 - 2. Monthly Individual Specific Analysis (policy year); Benefit Analysis (month-to-date) and Coverage Analysis;**
 - 3. Loss Ratio Report and Benefit Analysis (year-to-date);**
 - 4. The reports in items 1 through 3 above, if requested at intervals other than specified above, will be provided for an additional fee. Non-standard reports such as Cost Containment, Lag Studies, or other program reports, can also be provided for an additional fee. Any such additional fees will be pre-approved by the Plan Sponsor/Administrator.**
 - G. Conduct reviews of all written appeals of claim decisions. Claims appeal findings and determinations are subject to the Plan Sponsor/Administrator's right for final approval or denial.**

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EXHIBIT C

Agreement Regarding Disclosure of Group Claim Information

HIPAA

1. HIPAA. For purposes of this Section 1, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to the Administrative Services Agreement (the "Agreement").
 - A. Privacy of Protected Health Information.
 - i. PAI is permitted or required to use or disclose Protected Health Information ("PHI") it creates or receives for or from Plan Sponsor/Administrator's health plan or to request PHI on Plan Sponsor/Administrator's health plan's behalf as follows:
 - a. PAI is permitted to request the PHI on Plan Sponsor/Administrator's health plan's behalf, and to use and to disclose the Minimum Necessary PHI to perform functions, activities, or services for or on behalf of Plan Sponsor/Administrator's health plan, as specified in this Agreement.
 - b. PAI may use or disclose PHI it creates for or receives from Plan Sponsor/Administrator as necessary for data aggregation purposes. PAI may use the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities. PAI may disclose the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities only if:
 - 1) The disclosure is required by law; or
 - 2) PAI obtains reasonable assurances, in the form of a written contract, from any person or organization to which PAI will disclose PHI that the person or organization will hold such PHI in confidence and use or further disclose it only for the purpose for which PAI disclosed it to the person or organization or as required by law, and promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - ii. PAI will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Plan Sponsor/Administrator's Electronic Protected Health Information that PAI creates, receives, maintains, or transmits on Plan Sponsor/Administrator's behalf as required by the HIPAA Security Rule and as required by the HITECH Act. PAI also shall develop and implement policies and procedures and meet the HIPAA Security Rule documentation requirements as required by the HITECH Act. PAI agrees to mitigate, to the extent practicable, any harmful effect that is known to PAI of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - iii. PAI will require any of its subcontractors and agents to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security obligations as PAI with respect to such PHI.
 - iv. PAI's use, disclosure or request of PHI shall utilize a limited data set if practicable. Otherwise, PAI will, in its performance of the functions, activities, services, and operations allowed or required by this Agreement, make reasonable efforts to use, to disclose, and to request of a covered entity only the minimum amount of Plan Sponsor/Administrator's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request.
 - v. PAI will neither use nor disclose PHI except as permitted or required by this Exhibit, or as required by law.
 - B. Individual Rights.
 - i. PAI will, within a reasonable time after Plan Sponsor/Administrator's request, make available to Plan Sponsor/Administrator or, at Plan Sponsor/Administrator's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies, any PHI about the individual that is in PAI's custody or control, so that Plan Sponsor/Administrator may meet its access obligations under 45 C.F.R. § 164.524.
 - ii. PAI will, upon receipt of notice from Plan Sponsor/Administrator, promptly amend any applicable portion of the PHI under 45 C.F.R. § 164.526.

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iii. Disclosure Accounting.

- a. PAI will record information concerning each disclosure of PHI, not excepted from disclosure tracking under Section 1(b)(iii)(b) below, that PAI makes to Plan Sponsor/Administrator or a third party. For repetitive disclosures made by PAI to the same person or entity for a single purpose, PAI may provide (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. PAI will make this disclosure information available to Plan Sponsor/Administrator within a reasonable time after Plan Sponsor/Administrator's request.
- b. PAI need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Plan Sponsor/Administrator in writing permits or requires: (i) for purposes of treating the individual who is the subject of the PHI disclosed, payment for that treatment, or for the healthcare operations PAI; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI disclosed; (iv) to persons involved in that individual's healthcare or payment related to that individual's healthcare; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
- c. PAI must have available for Plan Sponsor/Administrator the disclosure information required by Section 1(b)(iii)(a) above for the six (6) years preceding Plan Sponsor/Administrator's request for the disclosure information (except PAI need have no disclosure information for disclosures occurring before the effective date of the Agreement).
- iv. PAI will comply with any reasonable requests for restriction requests or confidential communications of which it is aware and to which Plan Sponsor/Administrator agrees pursuant to 45 C.F.R. § 164.522 (a) or (b).
- v. In addition to the obligations described above, PAI will provide such additional individual rights to access and accounting as mandated by and, where applicable, the HITECH Act. Specifically, PAI shall make such access information available in an electronic format where directed by Plan Sponsor/Administrator. In addition, PAI shall include within its accounting, disclosures for payment and health care operations purposes where such recording or accounting is required by the HITECH Act. PAI further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
- vi. Where PAI is contacted directly by an individual based on information provided to the individual by Plan Sponsor/Administrator and where so required by the HITECH Act and/or any accompanying regulations, PAI shall make such disclosure information available directly to the individual.
- vii. PAI will make its internal practices, books, and records, relating to its use and disclosure of PHI, available to the U.S. Department of Health and Human Services to determine Plan Sponsor/Administrator's compliance with 45 C.F.R. Parts 160-64 or the Agreement.

C. Other Plan Sponsor/Administrator Responsibilities.

- i. Plan Sponsor/Administrator shall promptly provide PAI with Plan Sponsor/Administrator's health plan's notice of privacy practices and any changes to such notice.
- ii. Plan Sponsor/Administrator shall provide PAI with any changes to, or revocation of, authorization by an individual to use or disclose PHI, to the extent such changes affect PAI's permitted or required uses and disclosures.

D. Breach of Privacy Obligations.

- i. PAI agrees to report to Plan Sponsor/Administrator any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- ii. In the event Plan Sponsor/Administrator determines that PAI has materially breached this Section 1, Plan Sponsor/Administrator may terminate the Agreement upon thirty (30) days prior written notice to PAI and PAI fails to cure the breach within such thirty (30) day period.

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- iii. **Obligations upon Termination.** Upon termination, cancellation, expiration or other conclusion of this Agreement, PAI will, at its sole discretion and if feasible, return to Plan Sponsor/Administrator or destroy all PHI. If PAI agrees to return Plan Sponsor/Administrator's PHI, all costs related to the return of such PHI will be paid by Plan Sponsor/Administrator. PAI may identify any PHI that cannot feasibly be returned to Plan Sponsor/Administrator or destroyed. PAI will limit its further use or disclosure of that PHI that is not returned or destroyed.
 - iv. If for any reason Plan Sponsor/Administrator determines that PAI has breached these terms and such breach has not been cured, but Plan Sponsor/Administrator determines that termination of the Agreement is not feasible, Plan Sponsor/Administrator may report such breach to the U.S. Department of Health and Human Services.
 - v. PAI will have the right to terminate this Agreement if Plan Sponsor/Administrator has engaged in a pattern of activity or practice that constitutes a material breach or violation of Plan Sponsor/Administrator's obligations regarding Plan Sponsor/Administrator's PHI and, on notice of such material breach or violation from PAI, fails to take reasonable steps to cure the breach or end the violation. If Plan Sponsor/Administrator fails to cure the material breach or end the violation within thirty (30) days after receipt PAI's notice, PAI may terminate this Agreement by providing Plan Sponsor/Administrator written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. If for any reason PAI determines that Plan Sponsor/Administrator has breached the terms of this Section 1 and such breach has not been cured, but PAI determines that termination of this Agreement is not feasible, PAI may report such breach to the U.S. Department of Health and Human Services.
- E. The Plan Sponsor/Administrator, as the plan sponsor of its self-funded group health plan, has amended the plan document to comply with the requirements of 45 CFR Sections 164.314(b) and 164.504(f)(2).
- F. **Security Incident.** If PAI becomes aware of any Security Incident, PAI shall report the same in writing to Plan Sponsor/Administrator as provided below. PAI agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident.
- i. In determining how and how often PAI shall report to Plan Sponsor/Administrator in writing the Security Incidents required above, both Plan Sponsor/Administrator and PAI agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor/Administrator and PAI agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further documentation, notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:
 - a. **Pings on a Party's firewall,**
 - b. **Port scans,**
 - c. **Attempts to log on to a system or enter a database with an invalid password or username,**
 - d. **Denial-of-service attacks that do not result in a server being taken off-line, and**
 - e. **Malware (e.g., worms, viruses).**
 - ii. Otherwise, PAI will document as required by 45 C.F.R. Part 164, Subpart C and report to Plan Sponsor/Administrator any successful unauthorized access, use, disclosure, modification, or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information of which PAI becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information; or (c) results in a breach of availability of Plan

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Sponsor/Administrator's Electronic Protected Health Information, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after PAI becomes aware of the impact of such Security Incident upon Plan Sponsor/Administrator's Electronic Protected Health Information.

- G. In addition to any reporting obligations in this Agreement, PAI will report, following discovery and without unreasonable delay, but in no event later than sixty (60) days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. PAI agrees to mitigate, to the extent practicable, any harmful effect it knows to have resulted from Breach. Any such report shall include, to the extent possible, the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by PAI to have been, accessed, acquired, or disclosed during such Breach, along with any other information required to be reported under the HITECH Act and any accompanying regulations.**
 - H. Plan Sponsor/Administrator represents and certifies that it is solely responsible for and has obtained consent from all members authorizing the release of PHI by PAI to Plan Sponsor/Administrator or, the Plan Sponsor/Administrator otherwise has the legal authority to review, access, and /or use such information.**
 - I. Plan Sponsor/Administrator will only use claims information provided by PAI to administer the Plan Sponsor/Administrator's group health plan. This may include auditing, monitoring and evaluating the costs and performance PAI and the Plan Sponsor/Administrator's health plan. Plan Sponsor/Administrator will not use any information provided by PAI for any improper or illegal or unauthorized purpose.**
 - J. PAI is prohibited from releasing alcohol and drug abuse patient information protected under 42 U.S.C. § 290dd-2(a) to Plan Sponsor/Administrator.**
 - K. If the Plan Sponsor/Administrator accesses the Benefit Coordinator features of the PAI website, it will ensure that Protected Health Information is only accessed while the individual whose information is being accessed is present or such individual has otherwise consented to such access.**
 - L. Plan Sponsor/Administrator will protect and safeguard the integrity, privacy and confidentiality of all Protected Health Information in accordance with all federal and state laws, regulations and guidelines governing and applicable to Protected Health Information. Plan Sponsor/Administrator will only use or further disclose Protected Health Information for the purpose for which PAI disclosed it to the Plan Sponsor/Administrator or as required by law, and will promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.**
 - M. If Plan Sponsor/Administrator requests that PAI disclose Protected Health Information to a third party, Plan Sponsor/Administrator agrees that it will indemnify and hold PAI harmless from any consequences from such disclosure. Plan Sponsor/Administrator will not require PAI to disclose information to any third party until such third party has executed PAI's disclosure agreement.**
- 2. Compliance with Standard Transactions. For purposes of this Section 2, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to this Agreement. If Plan Sponsor/Administrator conducts, in whole or part, Standard Transactions for or on behalf of Plan Sponsor/Administrator's health plan, Plan Sponsor/Administrator will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with 45 C.F.R. Part 162. All Standard Transactions submitted by the Plan Sponsor/Administrator or its subcontractors must be in a format that is acceptable to PAI.**

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EXHIBIT D - Administrative Services Only Agreement

Rate Schedule - Disclosure of Charges Billed by PAI

GROUP NAME: Osceola County FOR THE PERIOD FROM: 5/1/2017 TO: 4/30/2018 GROUP #: 617
 (Rates are based on "Per Employee Per Month" unless otherwise stated.)

ADMINISTRATIVE SERVICE FEES:	SINGLE	FAMILY
Medical (may include broker commission, if applicable):	\$13.84	\$13.84
Dental: Data Dental Billing Fee	\$4.10	\$4.10
Vision	\$0.00	\$0.00
Short Term Disability (STD)(PAI In-house)	\$0.00	\$0.00
HIPAA Eligibility Pre-Existing/Creditable Coverage Services	\$0.00	\$0.00
HIPAA Privacy Services	\$0.75	\$0.75
COBRA Services	\$1.35	\$1.35
MyChoice & Broker Fee	\$1.85	\$1.85
NY-NCPRA Services	\$0.00	\$0.00

(Monthly NY-NCPRA assessment fees will also apply if any subscribers are NY residents)

PPO NETWORK ACCESS FEES:		
Preferred Blue	10% of savings	10% of savings
First Health	25% of savings	25% of savings
First Health	\$5.25 pepm	\$5.25 pepm
	\$0 pepm	\$0 pepm

PRE-CERTIFICATION, MEDICAL REVIEW + MANAGED CARE ACCESS FEE

Managed Care Services	Included	Included
Managed Care Services	2.50	2.50
Maternity Care	n/a	
Health Management	n/a	n/a
Health Management	n/a	
Complex Care - ongoing fees per patient	n/a	
24 hour Nurse Advisor - pepm	n/a	n/a
Smoking Cessation	n/a	
Weight Management	n/a	
Cut for Life	n/a	
Cholesterol Management	n/a	
Back Pain Management	n/a	
Stress Management	n/a	
Autism Management	n/a	

PRESCRIPTION DRUG PROGRAM

Applicable Fee Schedule:	PBM	Mail/Flat Rts.		
Per employee per month			\$3.00	\$3.00

ELECTRONIC ELIGIBILITY	ELIG Download Vendor:	ELIG Download Vendor:	\$0.00	\$0.00
DATA WAREHOUSE FEES		Download Vendor:	0	0

OTHER CHARGES:	Description:	Description:	\$0.00	\$0.00
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STOP LOSS PREMIUMS: (Contract is between Group and Stop Loss Carrier. Not a PAI Contract)

Medical Specific per employee per month	\$66.38	\$161.84
Medical Specific Marketing Fee - PAI	\$3.55	\$0.53
Medical Specific Marketing Fee - Broker	\$7.69	\$19.05
Rolling Aggregate (medical) per employee per month	\$0.00	\$0.00
Medical Aggregate per employee per month	\$3.51	\$3.51
Medical Aggregate Marketing Fee - PAI	\$0.21	\$0.21
Medical Aggregate Marketing Fee - Broker	\$0.41	\$0.41

OTHER STOP LOSS INFORMATION ** Note: Please refer to your Stop Loss contract for information concerning:

- Specific Contract Basis
- Specific Deductible
- Aggregate Contract Basis
- Aggregate Attachment Point
- Maximum Claim Liability Funding Factors
- Any individuals on whom the Stop Loss carrier placed "ceasers" or other limitations
- All other stop loss contract terms and conditions.

** Note: Aggregate attachment point will be determined after final enrollment.

** Note: Contract ending check runs may be processed several working days prior to the end of the contract period, to enable proper and timely year-end closeout under Stop Loss requirements.

SYSTEM GENERATED REPORTS:

- Standard monthly reports
- Custom reports (per hour of programming time)

ONE-TIME SETUP FEE:

- Includes the initial production and printing of Plan Document 0
- Plan Building and Design (to include loading of benefit maximums, if applicable)

PRINTING CHARGES:

- Employee Booklets - Actual Vendor Cost + 10% Processing Fee

Group ID Cards:

- No charge for initial printing. ID cards reproduced by PAI. Quote will be provided based on group size to include printing and mailing costs.
- * If plastic cards produced by PBM: Initial and Subsequent Printings = Actual Vendor Cost.

PPO Directories: Actual Vendor Cost Plus Postage

Check Printing Charges: \$.18 per check.

Spouse/Administrator Initials



PAI Initials _____

Exhibit D, Page 1

EXHIBIT D - Administrative Services Only Agreement

Division of Responsibilities

This Exhibit is a Disclosure of (1) All Charges Billed by PAI, and (2) Responsibilities of Parties to this Agreement.

GROUP NAME: Oconee County

GROUP #: 817

FOR THE PERIOD FROM: 5 /1 /2017

TO: 4 /30/2018

DIVISION OF RESPONSIBILITIES

	Plan Sponsor/ Administrator	PAI
Production of Plan Document Draft	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approval of the Final Plan Design and Plan Document	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final Approval of Plan Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing Employee Booklets:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Group I.D. Cards		
a) Initial Plastic ID Cards, new group or bulk reprinting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Subsequent ID Cards, due to membership enrollment changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost of Printing or Copying PPO Directories (Initial and Subsequent Orders)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing of Membership Applications and Enrollment Forms		
Standard PAI Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Custom Forms Requested by Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Banking:		
a) Claims Checking Account Owned and Maintained By	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Reconciliation of Claims Checking Account	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Escheat/Unclaimed Funds compliance and reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Signature of Claims Checks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cost of Printing Plan Sponsor Claims Check Stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plan Sponsor/Administrator Audit Fees, Bank Fees, Attorney + Other Legal Expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Medical Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Discounts Obtained and Applied to Non-Network Claims	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reconciliation of PAI's monthly fixed cost invoice to employment records	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation and Filing of Form 5500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(PAI will furnish summary information to assist PAI Sponsor/Administrator with Form 5500)		
1099 Forms:		
Preparation, printing, and mailing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Filing of Forms 1099 and other related information returns with governmental authorities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Responsibility for Obtaining Prior Claim Files, Billings and/or Other Required Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refunds:		
* If refund due to Plan Sponsor/Administrator is identified by and obtained through a Medical Provider Audit Firm (MPAF), MPAF's fee is to be paid by the Plan Sponsor/Administrator. (MPAF fees range from 10% to 15% of the refund secured for the Plan Sponsor/Administrator)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* If subrogation refund due to the Plan Sponsor/Administrator is obtained through the efforts of the BCBSSC Subrogation Research Department, BCBSSC's 30% fee is to be paid by the Plan Sponsor/Administrator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* All refunds identified by PAI, will be sought by PAI.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Out of Network Claims Negotiation Fee: 25% of savings to be paid by the Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sponsor/Administrator Initials:	PAI Initials: _____	Exhibit D, Page 2

AMENDMENT 2016 01
Oconee County
Effective: May 1, 2016

As of the effective date above, the following changes will be implemented:

The following items in the **ELIGIBILITY** section will be updated as follows:

Eligibility:

Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits: the maximum age limitation to qualify as a Dependent Child is:

An Employee may cover a Dependent Child up to the end of the calendar month during which the Dependent Child reaches age 26 for medical Benefits.

DEFINITIONS

The following items will be added to the **DEFINITIONS** section:

The following items in the **DEFINITIONS** section will be updated as follows:

Excepted Benefits:

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.
9. If offered separately:
 - a. Limited scope dental or vision benefits;
 - b. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
 - c. Such other similar, limited benefits as specified in regulations.
10. If offered as independent, non-coordinated benefits:
 - a. Coverage only for a specified disease or illness;
 - b. Hospital indemnity or other fixed indemnity insurance.
11. If offered as a separate insurance policy:
 - a. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);

- b. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
- c. Similar supplemental coverage under a group health Plan.

Out-of-Pocket Maximum: the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses incurred during a Benefit Year that a Participant will be required to pay.

The following items will be removed from the **DEFINITIONS** section:

Certificate of Creditable Coverage: a document from a group health Plan or insurer that states that a Participant had prior Creditable Coverage with that group health Plan or insurer.

Creditable Coverage: benefits or coverage provided under any of the following (each capitalized term as defined under HIPAA unless defined in this Plan of Benefits):

1. A group health Plan;
2. Health Insurance Coverage;
3. Medicare: Part A or Part B, Title XVIII of the Social Security Act;
4. Medicaid: Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928;
5. Title 10 United States Code Chapter 55 (i.e. medical and dental care for members and certain former members of the uniformed forces and their Dependents);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool, including South Carolina Health Insurance Pool (SCHIP);
8. A state Children's Health Insurance Program (S-CHIP);
9. A health Plan offered under Chapter 89 of Title 5, United States Code (Federal Employees Health Benefits Act);
10. A public health Plan, including that of the U.S. Federal Government as well as that of a foreign country or its political subdivision; or
11. A health benefit Plan under Section 5(e) of 22 United States Code 2504(e), the Peace Corps Act.

Creditable Coverage does not include coverage consisting solely of Excepted Benefits (as defined within the definition of Health Insurance Coverage).


Signature


Title

T. SCOTT MOULDER
Typed/Printed Name

5/9/16
Date

Disclaimer:

In order for amendments to your plan to take effect, a signature is required from the person authorized to oversee your benefit plan. Requests for amendment should be signed within 30 days. Please sign and return to PAI on or before [REDACTED]

AMENDMENT 2015 02
 Oconee County
 Effective: July 1, 2015

As of the effective date above, the following changes will be implemented:

The following item will be added in the **MEDICAL SCHEDULE OF BENEFITS, WELLNESS SERVICES** section as follows:

WELLNESS SERVICES: Co-pay only applies if office visit is billed	PPO:	Non-PPO:
Adult and Child Immunizations based on CDC guidelines including administration fees (except those required for travel)	*100%	*60%

The following item in the **MEDICAL SCHEDULE OF BENEFITS, WELLNESS SERVICES** section will be updated as follows:

WELLNESS SERVICES: Co-pay only applies if office visit is billed	PPO:	Non-PPO:
Well-Child Care: Immunizations are covered at 100%, not subject to Benefit Year deductible or co-pay	\$25 co-pay, then *100%	*60%



Signature

T. Scott Moulder

Typed/Printed Name

County Administrator

Title

10/1/2015

Date

Disclaimer:

In order for amendments to your plan to take effect, a signature is required from the person authorized to oversee your benefit plan. Requests for amendment should be signed within 30 days. Please sign and return to PAI on or before October 31, 2015.

AMENDMENT 2015 01
Oconee County
Effective: May 1, 2015

As of the effective date above, the following changes will be implemented:

PRE-AUTHORIZATION

The second paragraph in the **PRE-AUTHORIZATION** section will be updated as follows:

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Pre-Authorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Pre-Authorization. Each Participant is responsible for obtaining Pre-Authorization and the appropriate review. If Pre-Authorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Pre-Authorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Pre-Authorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Pre-Authorization is obtained through the following procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Pre-Admission Review.
2. For all Admissions that result from an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approved through the initial review process, Pre-Authorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Pre-Authorization, Pre-Authorization is granted or denied in the course of the Pre-Authorization process.
5. For items requiring Pre-Authorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Pre-Authorization are listed on the Schedule of Benefits.

The following item in the **MEDICAL SCHEDULE OF BENEFITS, INPATIENT HOSPITAL SERVICES** section will be added as follows:

INPATIENT HOSPITAL SERVICES:	PPO:	Non-PPO:
Pre-Authorization required		
Residential Treatment Facility:	80%	60%

MEDICAL BENEFITS

The following item will be added to the **MEDICAL BENEFITS** section:

Covered Expenses at a **Residential Treatment Center**.

MEDICAL EXCLUSIONS AND LIMITATIONS

The following items in the **MEDICAL EXCLUSIONS AND LIMITATIONS** section will be updated as follows:

42. Admissions or portions thereof for **custodial care or long-term care** including:

- A. Rest cares;
- B. Long-term acute or chronic psychiatric care;
- C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
- D. Care in a sanitarium;
- E. Custodial or long-term care; or
- F. Psychiatric or Substance Abuse residential treatment when provided at therapeutic schools; wilderness/boot camps; therapeutic boarding homes; halfway houses; and therapeutic group homes.

ELIGIBILITY FOR COVERAGE

The following item in the **ELIGIBILITY** section will be removed in its entirety:

Eligibility:

Pre-Existing Condition Exclusion Period:

Applies only to claims with dates of service prior to June 1, 2014.

Each Participant age 19 or older may serve a twelve-month Pre-Existing Condition Exclusion Period, less any Creditable Coverage the Participant can provide. Any Participant who is a Late Enrollee will serve an eighteen-month Pre-Existing Condition Exclusion Period. See the Eligibility for Coverage section for information on qualifying for Special Enrollment.

DEFINITIONS

The following items will be added to the **DEFINITIONS** section:

Residential Treatment Center: a licensed institution, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients, and
2. Has the services of a Psychiatrist (Addictionologist, when applicable) or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PRN as indicated; and
3. Has a Physician or registered nurse (RN) present onsite who is in charge of patient care along with one or more registered nurses (RNs) or licensed practical nurses (LPNs) onsite at all times (24/7); and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat behavioral health disorders and is not a group or boarding home, boarding or therapeutic school, half-way house, sober living residence, wilderness camp or any other facility that provides Custodial Care; and
6. Is operating lawfully as a residential treatment center in the area where it is located.

The following items in the **DEFINITIONS** section will be updated as follows:

Dependent: an individual who is:


1. An Employee's spouse, which is any individual who is legally married under any state law; or
2. A Child under the age set forth in the Eligibility for Coverage section; or
3. An Incapacitated Dependent.

The following items will be removed from the **DEFINITIONS** section:

Mental Health Conditions: certain psychiatric disorders or conditions defined in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and are not otherwise excluded by the terms and conditions of this Plan of Benefits. The conditions as mandated by the State of South Carolina are:

1. Bipolar Disorder;
2. Major Depressive Disorder;
3. Obsessive Compulsive Disorder;
4. Paranoid and Other Psychotic Disorder;
5. Schizoaffective Disorder;
6. Schizophrenia;
7. Anxiety Disorder;
8. Post-traumatic Stress Disorder; and
9. Depression in childhood and adolescence.

Pre-Existing Condition(s): a physical or mental condition, regardless of the cause, for which medical advice, diagnosis, care or treatment was received or recommended during the six (6) month period preceding the Enrollment Date, if applicable. Genetic Information may not be treated as a Pre-Existing Condition in the absence of a diagnosis of the specific condition related to the Genetic Information. Pre-Existing Condition applies only to Participants age 19 or older for claims with dates of service prior to June 1, 2014.

	County Administrator
Signature	Title
T. Scott Moulder	April 27, 2015
Typed/Printed Name	Date

Disclaimer:

In order for amendments to your plan to take effect, a signature is required from the person authorized to oversee your benefit plan. Requests for amendment should be signed within 30 days. Please sign and return to PAI on or before May 21, 2015.

**SELF-FUNDED
PLAN DOCUMENT
FOR**



GROUP MEDICAL PLAN

Effective Date: May 1, 2014

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ABOUT YOUR PLAN

Because of the dramatic increase in the cost of medical care, group health Plans encourage and reward those covered individuals who are selective in their purchase of medical services.

Please review this booklet, which describes your health Plan. Be a selective medical consumer and assume the major role in keeping the cost of medical services at a minimum.

Your Plan Sponsor has established a comprehensive Group Health Plan ("Plan") for its Employees. In connection with the Plan, your Plan Sponsor has retained the services of *Planned Administrators, Inc.* ("PAI") (a third-party administrator) to process and pay health claims and to provide administrative services in connection with the operation of this Plan of Benefits. PAI has contracted with **Blue Cross and Blue Shield of South Carolina Preferred Blue, First Health and First Health Travel** as the Preferred Provider Organizations ("PPOs").

You will receive maximum Benefits when you use Providers who participate in the PPO Program (the term "PPO Providers" is explained further below) and when you obtain authorization (when required) for services. You will pay more if you do not use PPO Providers or if you do not obtain prior authorization (unless it is an emergency). The following information explains how to obtain authorization for services or supplies covered under this Plan.

It is your responsibility to ensure that your Provider is a PPO Provider. You should verify your Provider's status before services are rendered. To verify whether your Provider is a PPO Provider, you may:

- Ask the Provider if they participate in the PPO program referenced above.
- See the appropriate website for Provider information. Link available on www.paic.com.
- Call PAI.*

* The methods of verifying PPO participation may have timing differences between when a Provider is participating in the PPO or terminating from the PPO. The preferable method of obtaining the most correct information is to ask your Provider.

For South Carolina Employees, the Blue Cross and Blue Shield Preferred Blue Network is the PPO for this Group Health Plan. For Employees living outside of South Carolina, the PPO is First Health. Employees traveling outside of their home networks, will have access to First Health Travel.

PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies (as listed in the Definitions section) that have a written agreement with the PPO. Under their agreement with the PPO, PPO Providers will do the following:

- File all claims for Benefits or supplies with PAI;
- Ask you to pay only the Deductible, per occurrence Co-payments and Coinsurance amounts, if any, for Benefits;
- Accept the preferred allowance as payment in full for Covered Expenses; and
- Make sure that all necessary approvals are obtained from the Medical Services Department.

Non-PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies that are not under contract with the PPO. Non-PPO Providers can bill you their total charge. They may ask you to pay the total amount of their charges at the time you receive services or supplies, or to file your own claims, and you will need to obtain any necessary approvals for benefits to be paid. In addition to Deductibles and Coinsurance, you are responsible for the difference between the Non-PPO Provider's charge and the Allowed Amount for Covered Expenses.

Although Benefits typically are reduced when you use a Non-PPO Provider, Benefits provided by a Non-PPO Provider will be covered at the PPO Provider level under the following circumstances:

- In the event treatment is for an Emergency Medical Condition as defined in this Plan of Benefits and PPO Provider care is not available;
- For Dependents living out of state;
- For treatment by a Specialist when a PPO Provider Specialist is not available;
- For Non-PPO Provider ancillary services rendered in a PPO Provider Hospital, and/or
- The Participant requires a transplant and the transplant is performed at a Centers of Excellence (COE) facility.

Out-of-area Emergency Provision—If a Participant receives care for an Emergency Medical Condition from a Non-Participating Provider, the Plan will pay for Benefits at a PPO Provider level of Benefits if all of these conditions are met:

- You were traveling for reasons other than seeking medical care when the Emergency Medical Condition occurred.
- You were treated for an Accidental injury or new Emergency Medical Condition.

Benefits under this provision are subject to the Deductibles or Co-payments, Coinsurance and all Plan of Benefits maximums, limits and exclusions.

If you have claims that meet all of these conditions, write or call PAI. PAI will review your claims to determine if additional Benefits can be provided.

Customer Service

PAI is committed to helping you understand your coverage and obtain maximum Benefits on your claims. If you have questions about your coverage, you may call or write PAI at the following:

Planned Administrators, Inc.
Attn: Claims
P.O. Box 6927
Columbia, SC 29260
1-800-768-4375
www.paisc.com

Once a claim has been processed, you will have access to an Explanation of Benefits (EOB) at www.paisc.com or by contacting customer service. An EOB also will be mailed to you. The EOB explains who provided the care, the kind of service or supply received, the amount billed, the Allowed Amount, the Coinsurance rate and the amount paid. It also shows Benefit Year Deductible information and the reasons for denying or reducing a claim.

Time Limits to File a Claim

Claims should be filed within 180 days of the date charges were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date will be decline unless:

- a. it is not reasonably possible to submit the claim in that time; and
- b. the claim is submitted within one year from the incurred date. This one year period will only apply when the person is not legally capable of submitting the claim, and the Plan Administrator has final authority to decide whether there is sufficient cause for a claim to be considered beyond the 180 day filing limit.

Authorized Representatives and Representatives designated under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Unless expressly permitted by law, you and your Dependent's PHI generally cannot be released to any other person without your or your Dependent's consent. However, there are instances when you may want someone to discuss your PHI with PAI or receive an Explanation of Benefits etc. to manage your care. In order to comply with applicable laws and also to comply with your request, you must sign a written authorization form. To obtain a copy of the form, please visit the PAI website at www.paisc.com and then select "forms." You can print this form and mail to the PAI address, or you can call 1-800-768-4375 for a copy of the form.

A Provider may be considered a Participant's authorized representative without a specific designation by the Participant when the claim request is for an Urgent Care Claim. A Provider may be a Participant's authorized representative with regard to non-Urgent Care Claims for Benefits or an appeal of an Adverse Benefit Determination only when the Participant gives the Plan supervisor a specific written designation in a format that is reasonably acceptable to PAI to act as an authorized representative. All information and notifications will continue to be directed to the Participant unless the Participant gives contrary directions.

This Plan Sponsor believes this Plan of Benefits is a "grandfathered health Plan" under the Affordable Care Act ("ACA"). As permitted by ACA, a grandfathered health Plan can preserve certain basic health coverage that already was in effect when that law was enacted. Being a grandfathered health Plan means that this Plan of Benefits may not include certain consumer protections of ACA that apply to other Plans; for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health Plans must comply with certain other consumer protections in ACA; for example, the elimination of lifetime limits on Benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health Plan and what might cause a Plan to change from grandfathered health Plan status can be directed to the Plan Administrator at the number on the back of your Identification Card. For ERISA Plans, the Participant also may contact the Employee Benefits Security Administration, U.S. Department of Labor, at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health Plans.

PRE-AUTHORIZATION

To receive the maximum Benefits, certain types of services and equipment and all Admissions require Pre-Authorization in order to be covered under the Plan. Depending on the type of service, either the Blue Cross Blue Shield of South Carolina Medical Review Department or Companion Benefit Alternatives, Inc. ("CBA") must give advance authorization for the services and equipment that require Pre-Authorization and for all Admissions.

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Pre-Authorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Pre-Authorization. Each Participant is responsible for obtaining Pre-Authorization and the appropriate review. If Pre-Authorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Pre-Authorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Pre-Authorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Specific penalties for Mental Health Services, Mental Health Conditions and Substance Abuse Services are listed on the Schedule of Benefits. Pre-Authorization is obtained through the following procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Pre-Admission Review.
2. For all Admissions that result from an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approved through the initial review process, Pre-Authorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Pre-Authorization, Pre-Authorization is granted or denied in the course of the Pre-Authorization process.
5. For items requiring Pre-Authorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Pre-Authorization are listed on the Schedule of Benefits.

Who to Call for Pre-Authorization

For Pre-Authorization for medical care, call the Blue Cross and Blue Shield of South Carolina Medical Review Department at 1-800-652-3076.

For Pre-Authorization for Mental Health Services, Mental Health Conditions or Substance Abuse Services, call CBA at 1-800-868-1032. CBA is a Mental Health and Substance Abuse subsidiary of Blue Cross and Blue Shield of South Carolina.

If you are unsure if Pre-Authorization is required, call PAI customer service. However, customer service representatives cannot give approval for services.

These numbers also are on the back of your Identification Card. Be sure to keep your Identification Card with you at all times, since you never know when you may need to reach us.

When you call for Pre-Authorization, you will be asked for the following information:

- Your name and ID number
- Participant's Employer
- The patient's name and relationship to you
- The Provider's name, address and phone number
- If applicable, the Hospital or Skilled Nursing Facility's name, address and phone number

- The reason the requested service, supply or Admission is necessary

After careful review, your Physician and Hospital will be notified whether the service, supply or Admission is approved as Medically Necessary and how long the approval is valid.

If you are or a Dependent is undergoing a human organ and/or tissue Transplant, written approval must be obtained in advance [and the procedure must be done at a facility that PAI designates]. **If PAI does not pre-approve these services in writing** [or they are not done by a Provider PAI designates], then this Plan will not pay any Benefits.

If your Physician recommends services and supplies for you or your Dependent for any reason, make sure you tell your Physician that your health insurance Plan requires Pre-Authorization. Participating Providers will be familiar with this requirement and will get the necessary approvals.

Please note that if your claim for services or Benefits is denied, you may request further review under the guidelines set out in the Claims Filing and Appeal Procedures section of this booklet. Remember that a denial of a Pre-Authorization is a denied claim for purposes of an appeal.

CLAIMS FILING AND APPEAL PROCEDURES

A. CLAIMS FILING PROCEDURES

1. Where a Participating Provider renders services, generally the Participating Provider should either file the claim on a Participant's behalf or provide an electronic means for the Participant to file a claim while the Participant is in the Participating Provider's office. However, the Participant is responsible for ensuring that the claim is filed.
2. Written notice of receipt of services on which a claim is based must be furnished to PAI, at its address listed in this booklet, within twenty (20) days of the beginning of services, or as soon thereafter as is reasonably possible. Failure to give notice within the time does not invalidate nor reduce any claim if the Participant can show that it was not reasonably possible to give the notice within the required time frame and if notice was given as soon as reasonably possible. Upon receipt of the notice, PAI will furnish or cause a claim form to be furnished to the Participant. If the claim form is not furnished within fifteen (15) days after PAI receives the notice, the Participant will be deemed to have complied with the requirements of this Plan of Benefits as to proof of loss. The Participant must submit written proof covering the character and extent of the services within this Plan of Benefits' time fixed for filing proof of loss.
3. For Benefits not provided by a Participating Provider, the Participant is responsible for filing claims with PAI. When filing the claims, the Participant will need the following:
 - a. A claim form for each Participant. Participants can get claim forms from PAI at the telephone number indicated on the Identification Card or via the website, www.paisc.com.
 - b. Itemized bills from the Provider(s). These bills should contain all the following:
 - i. Provider's name and address;
 - ii. Participant's name and date of birth;
 - iii. Participant's Identification Card number;
 - iv. Description and cost of each service;
 - v. Date that each service took place; and
 - vi. Description of the illness or injury and diagnosis.
 - c. Participants must complete each claim form and attach the itemized bill(s) to it. If a Participant has other insurance that already paid on the claim(s), the Participant also should attach a copy of the other Plan's Explanation of Benefits notice.
 - d. Participants should make copies of all claim forms and itemized bills for the Participant's records, since they will not be returned. Claims should be mailed to PAI's address listed on the claim form.
4. PAI must receive the claim within ninety (90) days after the beginning of services. Failure to file the claim within the ninety (90) day period, however, will not prevent payment of Covered Expenses if the Participant shows that it was not reasonably possible to file the claim timely, provided the claim is filed as soon as is reasonably possible. Except in the absence of legal capacity, claims must be filed no later than twelve (12) months following the date services were received.
5. Receipt of a claim by PAI will be deemed written proof of loss and will serve as written authorization from the Participant to PAI to obtain any medical or financial records and documents useful to the Plan of Benefits. The Plan of Benefits, however, is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only on the basis of the information supplied at the time the claim was processed. Any party who submits medical or financial reports and documents to PAI in support of a Participant's claim will be deemed to be acting as the agent of the Participant. If the Participant desires to appoint an Authorized Representative in connection with such Participant's claims, the Participant should contact PAI for an Authorized Representative form.

6. There are four (4) types of claims: Pre-Service Claims, Urgent Care Claims, Post-Service Claims, and Concurrent Care Claims. The Group Health Plan will make a determination for each type of claim within the following time periods:
 - a. Pre-Service Claim
 - i. A determination will be provided in writing or in electronic form within a reasonable period of time, appropriate to the medical circumstances, but no later than fifteen (15) days from receipt of the claim.
 - ii. If a Pre-Service Claim is improperly filed, or otherwise does not follow applicable procedures, the Participant will be sent notification within five (5) days of receipt of the claim.
 - iii. An extension of fifteen (15) days is permitted if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial fifteen (15) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.
 - b. Urgent Care Claim
 - i. A determination will be sent to the Participant in writing or in electronic form as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours from receipt of the claim.
 - ii. If the Participant's Urgent Care Claim is determined to be incomplete, the Participant will be sent a notice to this effect within twenty-four (24) hours of receipt of the claim. The Participant then will have forty-eight (48) hours to provide the additional information. Failure to provide the additional information within forty-eight (48) hours may result in the denial of the claim.
 - iii. If the Participant requests an extension of Urgent Care Benefits beyond an initially determined period and makes the request at least twenty-four (24) hours prior to the expiration of the original determination period, the Participant will be notified within twenty-four (24) hours of receipt of the request for an extension.
 - c. Post-Service Claim
 - i. A determination will be sent within a reasonable time period, but no later than thirty (30) days from receipt of the claim.
 - ii. An extension of fifteen (15) days may be necessary if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial thirty (30) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.

d. Concurrent Care Claim

The Participant will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction or termination to allow the Participant time to appeal the decision before the Benefits are reduced or terminated.

7. Notice of Determination

- a. If the Participant's claim is filed properly, and the claim is in part or wholly denied, the Participant will receive notice of an Adverse Benefit Determination. This notice will:
 - i. State the specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference the specific Plan of Benefits provisions on which the determination is based;
 - iii. Describe additional material or information, if any, needed to complete the claim and the reasons such material or information is necessary;
 - iv. Describe the claims review procedures and the Plan of Benefits and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review;
 - v. Disclose any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request); and,
 - vi. If the reason for denial is based on a lack of Medical Necessity, or Experimental or Investigational services exclusion or similar limitation, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request).
- b. The Participant will also receive a notice if the claim is approved.

B. APPEAL PROCEDURES FOR AN ADVERSE BENEFIT DETERMINATION

1. The Participant has one hundred eighty (180) days from receipt of an Adverse Benefit Determination to file an appeal. An appeal must meet the following requirements:
 - a. An appeal must be in writing; and,
 - b. An appeal must be sent (via U.S. mail or FAX) at the address or FAX number below:

Planned Administrators, Inc.
Attention: Appeals
P.O. Box 6927
Columbia, SC 29260
FAX 1-803-870-8012
 - c. The appeal request must state that a formal appeal is being requested and include all pertinent information regarding the claim in question; and,
 - d. An appeal must include the Participant's name, address, identification number and any other information, documentation or materials that support the Participant's appeal.
2. The Participant may submit written comments, documents, or other information in support of the appeal, and will (upon request) have access to all documents relevant to the claim. A person other than the person who made the initial decision will conduct the appeal. No deference will be afforded to the initial determination.
3. If the appealed claim involves an exercise of medical judgment, the Plan Sponsor will consult with an appropriately qualified health care practitioner with training and experience in the relevant field of medicine. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on the appeal.

4. The final decision on the appeal will be made within the time periods specified below:
 - a. **Pre-Service Claim**
PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than thirty (30) days after receipt of the appeal.
 - b. **Urgent Care Claim**
The Participant may request an expedited appeal of an Urgent Care Claim. This expedited appeal request may be made orally, and the Plan Sponsor will communicate with the Participant by telephone or facsimile. The Plan Sponsor will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than seventy-two (72) hours after receipt of the request for an expedited appeal.
 - c. **Post-Service Claim**
PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, but no later than sixty (60) days after receipt of the appeal.
 - d. **Concurrent Care Claim**
The Plan Sponsor will decide the appeal of Concurrent Care Claims within the time frames set forth in the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, item 4 a.-c., depending on whether such claim also is a Pre-Service Claim, an Urgent Care Claim or a Post-Service Claim.
5. **Notice of Final Internal Appeals Determination**
 - a. If a Participant's appeal is denied in whole or in part, the Participant will receive notice of an Adverse Benefit Determination.
 - i. State specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference specific provision(s) of the Plan of Benefits on which the Benefit determination is based;
 - iii. State that the Participant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for Benefits;
 - iv. Disclose and provide any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination
 - v. If the reason for an Adverse Benefit Determination on appeal is based on a lack of Medical Necessity, or Experimental or Investigational services or other limitation or exclusion, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request); and
 - vi. Include a statement regarding the Participant's right to bring an action under section 502(a) of ERISA.
 - b. The Participant will also receive a notice if the claim on appeal is approved.
6. The Plan Sponsor may retain PAI to assist the Plan Sponsor in making the determination on appeal. Regardless of its assistance, PAI is acting only in an advisory capacity and is not acting in a fiduciary capacity. The Plan Sponsor at all times retains the right to make the final determination.

CASE MANAGEMENT

Case management is provided through a contract between PAI and Blue Cross Blue Shield of South Carolina.

COMPREHENSIVE CASE MANAGEMENT

In the event of a serious or catastrophic illness or injury, this Plan of Benefits provides for a comprehensive case management program. The comprehensive case management program is a patient-centered approach to developing a comprehensive plan of cost-effective health care. The services provided under the case management program include:

- A. Evaluation and assistance for the Participant to help develop a plan of services to meet specific needs;
- B. Assistance with obtaining unusual equipment or supply needs;
- C. Assistance in home care planning and implementation;
- D. Arrangements for needed nursing/caregiver services;
- E. Providing help with assessment of rehabilitation needs and Provider arrangements;
- F. Offering appropriate and effective alternative care/therapy suggestions for Mental Health Services and/or Substance Abuse Services as determined by medical care review;
- G. Monitoring and assuring treatment programs and interventions for Mental Health Services and/or Substance Abuse Services; and
- H. Functioning as an effective resource for information on treatment facilities and available care for Mental Health Services and/or Substance Abuse Services.

The case management program is voluntary and will not provide Benefits in excess of those ordinarily available under the Plan.

ALTERNATIVE TREATMENT PLAN UNDER CASE MANAGEMENT

In the course of the case management program, the Plan Administrator shall have the right to alter or waive the normal provisions of this Plan of Benefits when it is reasonable to expect a cost-effective result without a sacrifice to the quality of patient care.

Benefits provided under this section are subject to all other Plan of Benefits provisions. Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Participant or any other Participant. Nothing contained in this Plan of Benefits shall obligate the Plan Administrator to approve an alternative treatment plan.

MEDICAL SCHEDULE OF BENEFITS

This Schedule of Benefits and the Benefits described herein are subject to all terms and conditions of the Plan of Benefits. In the event of a conflict between the Plan of Benefits and this Schedule of Benefits, the Schedule of Benefits shall control. Capitalized terms used in this Schedule of Benefits have the meaning given to such terms in the Plan of Benefits. Percentages stated are those paid by the Group Health Plan. Covered Expenses will be paid only for Benefits that are Medically Necessary.

Benefit Year is from January 1st – December 31st.

Deductibles:

Benefit Year Deductible: Benefits with an "*" indicate that the Benefit Year Deductible is waived.	\$300 per Participant per Benefit Year at a Participating Provider, limited to \$900 per family \$550 per Participant per Benefit Year at a Non-Participating Provider, limited to \$1,650 per family
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Benefit Year Deductible and any Co-payments must be met before any Covered Expenses are paid. The Co-payment for each Hospital Admission is \$250 at a Participating Provider and \$500 at a Non-Participating Provider.

Maximums:

Annual Out-of-Pocket Maximum:	\$3,000 per Participant and \$6,000 per family at a Participating Provider \$6,500 per Participant and \$13,000 per family at a Non-Participating Provider Allowed Amounts are paid at 100% after the Out-of-Pocket Maximum is met. Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Participating and Non-Participating Provider Out-of-Pocket Maximums. Benefit Year Deductibles, Penalties and Co-payments do not contribute to the Out-of-Pocket Maximum determination, nor does the percentage of reimbursement change from the amount indicated on the Schedule of Benefits.
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Pre-Authorization Requirements:

- ◆ **All Admissions require Pre-Authorization**—If Pre-Authorization is not obtained for services at a Participating Provider, room and board charges will be denied. Pre-Authorization for services at a Non-Participating Provider is your responsibility, and you will be responsible for the first \$1,000 if it is not obtained.

INPATIENT HOSPITAL SERVICES:	PPO:	Non-PPO:
Pre-Authorization required		
Room and Board:		60%
Semi-private room rate:	80%	
Private room rate:	90%	
Skilled Nursing Facility: Limited to 100 days per Benefit Year—Per Admission Co-pay does not apply	80%	60%
Physical Rehabilitation Facility:	80%	60%
Intensive Care Unit, Cardiac Care Unit, Burn Unit:	80%	60%
Newborn Nursery:	80%	60%
Physician Expenses:	80%	60%
Radiology/Pathology Charges:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Anesthesia:	80%	60%
Inpatient Prescription Drugs Only:	80%	60%

OUTPATIENT SERVICES:	PPO:	Non-PPO:
Hospital Surgical Services:	80%	60%
Hospital and Physician Charges:	80%	60%
Emergency Room Charges: Co-pay waived if admitted	\$100 co-pay per visit, then 80%	\$100 co-pay per visit, then 60%
Pre-Admission Testing:	80%	60%
Anesthesia:	80%	60%
Cardiac Rehabilitation:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Diagnostic X-ray, Laboratory, Pathology, and Radiology:	80%	60%

PHYSICIAN OFFICE SERVICES:	PPO:	Non-PPO:
Surgery:	\$25 co-pay, then *100%	60%
Physician Office Visit: Including Lab, X-ray, Pathology, Radiology, Supplies, Mental Health, Substance Abuse, Injections, MRI, CT Scans or Allergy Services	\$25 co-pay, then *100%	60%
Allergy Injections: Co-pay applies with or without Office Visit	\$25 co-pay, then *100%	60%
Birth Control Device Surgery: Includes Implanon, IUD and Norplant	\$25 co-pay, then *100%	60%
Radiology, Pathology, X-ray, Labs, Supplies, MRI, CT Scans and Injections (other than Allergy Injections) billed separate from Office Visit: Note: Office Visit co-pay applies to all services rendered in a physician's office and billed by the physician . Lab, X-ray or other services billed by another entity will be subject to applicable deductible and coinsurance provisions.	80%	60%
Diagnostic Hearing Exam:	\$25 co-pay, then *100%	60%

OTHER SERVICES:	PPO:	Non-PPO:
Chiropractic Care: Limited to 24 visits per Benefit Year	80%	60%
Hospice Care:	80%	60%
Bereavement Counseling: Limited to 3 visits within 12 months of death	*80%	80%
Home Health Care:	80%	60%
Durable Medical Equipment (DME):	80%	60%
Prosthetics:	80%	60%
Second Surgical Opinion (not mandatory):	*100%	*100%
Human Organ/Tissue Transplants: Pre-Authorization required	80%	60%
Ambulance:	*80%	*80%
Physical/Occupational/Speech Therapy:	80%	60%
Radiation Therapy and Chemotherapy:	80%	60%
Diagnostic Colonoscopies:	80%	60%
Orthotics: Limited to initial appliance only	80%	60%
Maternity Care:	80%	60%
Private Duty Nursing:	80%	60%
Refractive Eye Surgery: Includes Lasik, PRK, Radial Keratotomy and any similar procedures Limited to lifetime maximum of \$1,000 per eye	50%	50%
Wig after Chemotherapy:	*80%	*80%
All Other Benefits:	80%	60%

WELLNESS SERVICES:	PPO:	Non-PPO:
Co-pay only applies if office visit is billed		
Annual Physical Exam:	\$25 co-pay, then *100%	*60%
Annual Gynecological Exam or Prostate Exam:	\$25 co-pay, then *100%	*60%
Well-Child Care: Immunizations are covered at 100%, not subject to Benefit Year deductible or co-pay up to age 6—Flu shots are not included	\$25 co-pay, then *100%	*60%
Routine Mammograms: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk.	*100%	*60%
Routine Colonoscopies: Limited to one every 10 years for Participants age 50 or over	\$25 co-pay, then *100%	*60%
Routine Hearing Exams:	\$25 co-pay, then *100%	*60%
Blue Cross and Blue Shield of S.C. Mammography Network Provider:		
Routine Mammogram: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk.	*100%	

PRESCRIPTION DRUG BENEFITS

Prescription Drug Benefits are subject to all of the Prescription Drug Exclusions listed in this document.

Prescription Drugs are provided through the Magellan Rx Prescription Drug Program. Partners Rx uses the Medispan defined drug/therapeutic classification for product coverage and exclusion. Prescription Drugs will be covered in the following manner:

Participating Pharmacies:

Co-pay per prescription (30-day supply maximum per prescription):

Brand Name Drug	30% up to a maximum of \$250 per prescription
Generic Drug	\$3 co-pay, then 100%

Participating Pharmacies:

Co-pay per prescription (90-day supply maximum available for **Maintenance Drugs** at all retail locations):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$6 co-pay, then 100%

Mail Service Pharmacy:

Co-pay per prescription (90-day supply maximum per prescription):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$6 co-pay, then 100%

All Specialty Drugs require Pre-Authorization. (limited to 30-day supply at retail and mail order locations)

*Over the counter Smoking deterrents are covered at the Generic co-pay.

*Anti-Obesity prescription drugs are covered.

*Contraceptives are covered to include injectables, orals, patches and IUDs.

A Participant will pay the difference in price between the Brand Name Drug and its generic equivalent when a brand name drug is dispensed (up to a maximum of \$225). This differential is in addition to the Brand Name co-payment. However, if there is no Generic bioequivalent available, there will be no additional cost of the Participant (other than the Brand Name co-payment).

MEDICARE PART D NOTICE

The prescription benefits offered by this Benefit Plan are considered "Creditable" for purposes of the CMS/Medicare Part D drug benefit option. This means that the Benefits offered by this Plan are generally the same as, or better than, what would be available under an approved Part D drug option plan. The determination that this Plan's drugs coverage is "Creditable" is important. As such, if you participate in this Plan's prescription drug Benefit program, and are also eligible for CMS/Medicare coverage but do not elect a CMS/Medicare Part D option, CMS/Medicare will not penalize you with higher premiums should you elect to participate in such a program in the future.

It is important to note that the "Creditable" coverage provided by this Plan could be forfeited in the event there is a break in coverage of 63 days or more before enrolling in an approved Part D plan.

MEDICAL BENEFITS

A. Payment

The payment of Covered Expenses for Benefits is subject to all terms and conditions of the Plan of Benefits and the Schedule of Benefits. In the event of a conflict between the Plan of Benefits and the Schedule of Benefits, the Schedule of Benefits controls. Covered Expenses will be paid only for Benefits:

1. Performed or provided on or after the Participant Effective Date; and
2. Performed or provided prior to termination of coverage; and
3. Provided by a Provider, within the scope of his or her license; and
4. For which the required Pre-Admission Review, Emergency Admission Review, Pre-Authorization and/or Continued Stay Review has been requested and Pre-Authorization was received from PAI (the Participant should refer to the Schedule of Benefits for services that require Pre-Authorization); and
5. That are Medically Necessary; and
6. That are not subject to an exclusion of this Plan of Benefits; and
7. After the payment of all required Benefit Year Deductibles, Coinsurance and Co-payments.

B. Specific Covered Benefits

If all of the following requirements are met, the Group Health Plan will provide the Benefits described in this section:

1. All of the requirements of this Benefits Section must be met; and
2. The Benefit must be listed in this section; and
3. The Benefit (separately or collectively) must not exceed the dollar amount or other limitations contained on the Schedule of Benefits; and
4. The Benefit must not be subject to one or more of the exclusions set forth in the Exclusions and Limitations Section.

The Group Health Plan will provide the following Benefits:

1. Covered Expenses for **ambulance transportation** (including air ambulance when necessary) when used:
 - A. Locally to or from a Hospital providing Medically Necessary services in connection with an accidental injury or that is the result of an Emergency Medical Condition; and
 - B. To or from a Hospital in connection with an Admission.

In some cases, emergency transportation by an Air Ambulance may qualify as ambulance service. Air Ambulance service must be Medically Necessary. Medical Necessity is established when the patient's condition is such that the use of any other method of transportation is contraindicated. All Air Ambulance services will be individually considered for Medical Necessity, and prior authorization should be obtained if possible.

2. Covered Expenses made by an **Ambulatory Surgical Center** or minor emergency medical clinic.
3. Covered Expenses for the cost and administration of an **anesthetic**; however, anesthesia rendered by the attending surgeon or his/her assistant is excluded.
4. Covered Expenses for **artificial limbs or breast prosthesis**, to replace body parts when the replacement is necessary because of physiological changes.
5. When an **assistant surgeon** is required to render technical assistance at an operation, the eligible expense for such services shall be limited to 20% of the Allowed Amount of the surgical procedure.

6. Covered Expenses incurred for the treatment of **Autism**.
7. **Blood transfusions**, including cost of blood, blood plasma, blood plasma expanders and other blood products not donated or replaced by a blood bank.
8. Phase II **cardiac rehabilitation** (to improve a patient's tolerance for physical activity or exercise) will be covered under a medically supervised and controlled reconditioning program.
9. Covered Expenses for **chiropractic care**.
10. Initial **contact lenses** or one pair of **eyeglasses** required following cataract surgery;
11. Covered Expenses for **cosmetic surgery**, only for the following situations:
 - A. When the malappearance or deformity is due to a congenital anomaly; or
 - B. When due solely to surgical removal of all or part of the breast tissue because of an injury or illness to the breast; or
 - C. When required for the medical care and treatment of a cleft lip and palate.

Coverage for the proposed cosmetic surgery or treatment must be Pre-Authorized by the Medical Review Department prior to the date of that surgery or treatment.
12. Charges for **CRNAs and Supervising Medical Doctors** will be a Covered Charge subject to the following provisions:
 - A. The Allowed Amount for a CRNA will be 50% of the PPO re-priced amount for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - B. If the MD Anesthesiologist is not a PPO, then the CRNA Allowed Amount will be equal to 50% of the UCR for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - C. Charges for the Supervising MD will be limited to 50% of the PPO re-priced amount for the MD Anesthesiologist working independently.
13. Covered Expenses for Prescription **Drugs** requiring a written prescription of a licensed Physician; such drugs must be necessary for the treatment of an illness or injury.
14. Covered Expenses for **Durable Medical Equipment** (such as renal dialysis machines, resuscitators or Hospital-type beds), required for temporary therapeutic use in the Participant's home by an individual patient for a specific condition when such equipment ordinarily is not used without the direction of a Physician. If such equipment is not available for rent, the monthly payments toward the purchase of the equipment may be approved by the Plan supervisor. Benefits will be reduced to standard equipment allowances when deluxe equipment is used. The rental or purchase Benefits cannot exceed the purchase price of the equipment.
15. Covered Expenses for **electrocardiograms**, electroencephalograms, pneumoencephalograms, basal metabolism tests or similar well-established diagnostic tests generally approved by Physicians throughout the United States.
16. Covered Expenses for Pre-Authorized **Home Health Care** when rendered to a homebound Participant in the Participant's current place of residence.
17. Covered Expenses for Pre-Authorized **Hospice Care** provided in an inpatient or outpatient setting. Bereavement counseling covered for up to three visits for any combination of family members within 12 months of death.
18. **Hospital Covered Expenses** for:
 - A. Daily room and board charges in a Hospital, not to exceed the daily semiprivate room rate (charges when a Hospital private room has been used will be reimbursed at the average semiprivate room rate in the facility). Hospitals with all private rooms will be allowed at 100% of the prevailing private room rate;
 - B. The day on which a Participant leaves a Hospital or Skilled Nursing Facility, with or without permission, is treated as the discharge day and will not be counted as an inpatient care day, unless he returns to the Hospital by midnight of the same day. The day the Participant returns to the Hospital or Skilled Nursing Facility is treated as the Admission day and is counted as an inpatient care day. The days during which the Participant is not physically present for inpatient care are not counted as inpatient days;

- C. Confinement in an intensive care unit, cardiac care unit or burn unit;
- D. Miscellaneous Hospital services and supplies during Hospital confinement if such charges should not have been included in the underlying Hospital charge (as determined by the Plan);
- E. Inpatient charges for well Newborn Care for nursery room and board and for professional service. Eligible expenses will be subject to the fee schedule rates for pediatric services and circumcision; and
- F. Outpatient Hospital services and supplies and emergency room treatment.

19. Charges for **Human Organ or Tissue Transplants** subject to the following limits:

- A. The transplant must be performed to replace an organ or tissue of the participant.
- B. If the organ or tissue donor is a participant and the recipient is not, then the Plan will cover donor organ or tissue charges for:
 - i. Evaluating the organ or tissue;
 - ii. Removing the organ or tissue from the donor.

The Plan will always pay secondary to any other coverage for the organ or tissue donor, however, if no coverage is available for the donor then benefits will be considered under the recipient's coverage and subject to the recipient's deductible and coinsurance. If the donor and recipient are both covered under this Plan the donor's charge will be considered as incurred by the recipient.

This Plan will **not** pay benefits for Travel or Lodging expenses.

Transplant arrangements are often assisted by Utilization Review, and at times Transplant facilities may or may not participate in one of the approved Preferred Provider Organizations (PPO). If the Utilization Review Coordinator assists in arranging services with an out-of-network facility (and usually is able to negotiate a discount in the process) then network benefit levels will be utilized when benefit payments are issued. If, however, Utilization review approves the Transplant procedure, but the patient chooses to have the service rendered in a non-network facility that is other than that recommended by Utilization review, then the benefits will be paid at the out-of-network benefit level.

Pre-Authorization by Cost Management/Utilization Review is mandatory for Transplant Coverage to be in effect (except for Cornea transplants).

- 20. Routine **mammograms**. Non-routine mammograms are covered when Medically Necessary.
- 21. Expenses for **maternity care** for Employee and covered Dependents.
- 22. Any expenses incurred in obtaining **medical records** in order to substantiate Medical Necessity.
- 23. Covered Expenses for dressings, sutures, casts, splints, trusses, crutches, pacemakers, braces (not dental braces) or other **Medical Supplies** determined by the Plan to be appropriate for treatment of an illness or injury.
- 24. Covered Expenses for **Mental Health Services** if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Expenses for Psychological Testing are also covered.
- 25. Covered Expenses for **newborn care**. The Plan of Benefits will comply with the terms of the Newborns' and Mothers' Health Protection Act of 1996. The Plan of Benefits will not restrict Benefits for any length of Hospital stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery (not including the day of delivery), or less than ninety-six (96) hours following a cesarean section (not including the day of surgery). Nothing in this paragraph prohibits the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than the specified time frames or from requesting additional time for hospitalization. In any case, PAI may not require that a Provider obtain authorization from PAI for prescribing a length of stay not in excess of forty-eight (48) or ninety-six (96) hours as applicable. However, Pre-Authorization is required to use certain Providers or facilities, or to reduce out-of-pocket costs.
- 26. Covered Expenses for the treatment and services rendered by an **occupational therapist** in a home setting, at a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing outpatient facility.

27. Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Expenses only if that care is for the following **oral surgical procedures**:
- A. Emergency repair due to Injury to sound natural teeth;
 - B. Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth; and
 - C. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when a lab exam is required; excision of benign bony growths of the jaw and hard palate; external incision and drainage of cellulitis and incision of sensory sinuses, salivary glands or ducts.
28. The initial purchase and fitting of **orthotic appliances** such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness that occurred while covered under the plan. Replacement or repair will be covered only if it is necessary due to a change in the person's physical condition or it is less costly to buy a replacement rather than repair the existing equipment or rent like equipment.
29. Covered Expenses for **oxygen** and other gases and their administration.
30. Covered Expenses incurred for Admission in a **physical rehabilitation facility or Skilled Nursing Facility**, for participation in a multidisciplinary team-structured rehabilitation program following severe neurologic or physical impairment. The Participant must be under the continuous care of a Physician, and the attending Physician must certify that the individual requires nursing care 24 hours a day. Nursing care must be rendered by a registered nurse or a licensed vocational or practical nurse. The confinement cannot be primarily for domiciliary, custodial, personal-type care, care due to senility, alcoholism, drug abuse, blindness, deafness, mental deficiency, tuberculosis or Mental Disorders.
31. Covered Expenses for the treatment or services rendered by a **physical therapist** in a home setting, a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing duly licensed outpatient therapy facility.
32. Covered Expenses for the services of a **Physician** for medical care and/or surgical treatments including office, home visits, Hospital inpatient care, Hospital outpatient visits/exams, clinic care, and surgical opinion consultations, subject to the following:
- In-Hospital medical service consists of a Physician's visit or visits to a Participant who is a registered bed-patient in a Hospital or Skilled Nursing Facility for treatment of a condition other than that for which surgical service or obstetrical service is required, as follows:
- A. In-Hospital medical Benefits will be provided, limited to one visit per specialty per day;
 - B. In-Hospital medical Benefits in a Skilled Nursing Facility;
 - C. When two or more Physicians, within the same study, render in-Hospital medical services at the same time, payment for such service will be made only to one Physician; and
 - D. Concurrent medical/surgical care Benefits for in-Hospital medical service in addition to Benefits for surgical service will be provided only:
 - i. When the condition for which in-Hospital medical service requires medical care not related to Surgical or obstetrical service and does not constitute a part of the usual, necessary and related pre-operative and postoperative care but requires supplemental skills not possessed by the attending surgeon or his assistant; or
 - ii. When a Physician other than a surgeon admits a Participant to the Hospital for medical treatment and it later develops that surgery becomes necessary, such Benefits cease on the date of surgery for the admitting Physician and become payable under the surgeon only; or
 - iii. When the surgical procedure performed is designated by the Plan supervisor as a "warranted diagnostic procedure" or as a "minor surgical procedure."
33. **Pre-Admission testing** for a scheduled Admission when performed on an outpatient basis prior to such Admission. The tests must be in connection with the scheduled Admission and are subject to the following:

- A. The tests must be made within seven (7) days prior to Admission; and
 - B. The tests must be ordered by the same Physician who ordered the Admission and must be Medically Necessary for the illness or injury for which the Participant is subsequently admitted to the Hospital.
34. Covered Expenses for **Private Duty Nursing Care** by a licensed nurse (R.N., L.P.N. or L.V.N.) as follows:
- A. Inpatient Nursing Care: Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.
 - B. Outpatient Nursing Care: Charges are covered only when care is Medically Necessary and not Custodial in nature. The only charges covered for Outpatient nursing care are those covered under Home Health Care and does not include outpatient private duty nursing care on a 24 hour shift basis.
35. Covered Expenses for **radiation therapy** or treatment, and **chemotherapy**.
36. Expenses for a **Second Opinion** (Not Mandatory). The Second Opinion must be rendered by a board-certified surgeon who is not professionally or financially associated with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the surgery. If the Second Opinion is different from the first, a third opinion also will be payable, provided the opinion is obtained before the procedure is performed. The conditions that apply to a Second Opinion also apply to any third surgical opinion.
37. Fees of a licensed **speech therapist** for restorative speech therapy for speech loss or impairment due to:
- A. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenulectomy); or
 - B. An injury or illness.
38. Covered Expenses for **Substance Abuse** treatment will be payable if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Services or charges for Detoxification are also covered.
39. Covered Expenses for **surgical procedures**, subject to the following:
- A. If two or more operations or procedures are performed at the same surgical approach, the total amount covered for the operations or procedures will be payable for the major procedure only, or Benefits will be payable according to the recommendations of the Medical Review Department;
 - B. If two or more operations or procedures are performed at the same time, through different surgical openings or by different surgical approaches, the total amount covered will be paid according to the Allowed Amount for the operation or procedure bearing the highest allowance, plus one half of the Allowed Amount for all other operations or procedures performed;
 - C. If an operation consists of the excision of multiple skin lesions, the total amount covered will be paid according to the Allowed Amount for the procedure bearing the highest allowance, 50 percent (50%) for procedures bearing the second- and third-highest allowance, 25 percent (25%) for procedures bearing the fourth- through the eighth-highest allowance, and 10 percent (10%) for all other procedures;
 - D. If an operation or procedure is performed in two or more steps or stages, coverage for the entire operation or procedure will be limited to the allowance for such operation or procedure;
 - E. If two or more Physicians perform operations or procedures in conjunction with one another, other than as an assistant at surgery or anesthesiologist, the allowance, subject to the above paragraphs, will be prorated between them by the Plan supervisor when so required by the Physician in charge of the case; and
 - F. Certain surgical procedures, which are normally exploratory in nature, are designated as "independent procedures" by the Plan supervisor, and the Allowed Amount is covered when such a procedure is performed as a separate and single entity. However, when an independent procedure is performed as an integral part of another surgical service, the total amount covered will be paid according to the Fee Schedule for the major procedure only.
40. Covered Expenses for hyperalimentation or **total parenteral nutrition (TPN)** for person recovering from or preparing for surgery.

41. Covered Expenses for services for **voluntary sterilization** for Participants.
42. Charges associated with the initial purchase of a **wig after chemotherapy**.
43. Covered Expenses for **x-rays, microscopic tests, and laboratory tests**.

MEDICAL EXCLUSIONS AND LIMITATIONS

Notwithstanding any provision of the Plan to the contrary, if the Plan generally provides Benefits for a type of injury, then in no event shall a limitation or exclusion of Benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and mental health conditions), even if the medical condition is not diagnosed before the injury.

1. Any service or supply that is not **Medically Necessary**.
2. Charges incurred as a **result of declared or undeclared war or any act of war** or caused during service in the armed forces of any country.
3. **Professional services** billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
4. **Travel expenses**, whether or not recommended by a Physician.
5. Any medical **social services, recreational or Milieu Therapy, education testing or training**, except as part of Pre-Authorized Home Health Care or Hospice Care program.
6. **Nutritional counseling or vitamins, food supplements, and other dietary supplies** even if the supplements are ordered or prescribed by a Physician. Exceptions to this exclusion are noted under the Medical Schedule of Benefits and the Prescription Drug Benefits section.
7. Services, supplies or charges for **pre-marital and pre-employment physical examinations**.
8. Any service or supply for which a Participant is entitled to receive payment or Benefits (whether such payment or Benefits have been applied for or paid) under any law (now existing or that may be amended) of the United States or any state or political subdivision thereof, except for Medicaid. These include, but may not be limited to, Benefits provided by or payable under **workers' compensation laws**, the Veteran's Administration for care rendered for service-related disability, or any state or federal Hospital services for which the Participant is not legally obligated to pay. This exclusion applies if the Participant receives such Benefits or payments in whole or in part, and is applied to any settlement or other agreement regardless of how it is characterized and even if payment for medical expenses is specifically excluded.
9. Services to the extent that the Participant is entitled to payment or Benefits under any **state or federal** program that provides health care benefits, including Medicare, but only to the extent that Benefits are paid or are payable under such programs.
10. Charges incurred for which the Participant is not in the absence of this coverage **legally obligated** to pay or for which a charge would not ordinarily be made in the absence of this coverage.
11. Any illness you get or injury you receive while committing or attempting to **commit a crime, felony or misdemeanor** or while engaging or attempting to engage in an illegal act or occupation.
12. Any service (other than Substance Abuse Services), medical supplies, charges or losses resulting from a Participant being **Legally Intoxicated or under the influence of any drug or other substance**, or taking some action the purpose of which is to create a euphoric state or alter consciousness. The Participant, or Participant's representative, must provide any available test results showing blood alcohol and/or drug/substance levels upon request. If the Participant refuses to provide these test results, no Benefits will be provided.

Legal Intoxication or Legally Intoxicated means the Participant's blood alcohol level was at or in excess of the amount established under applicable state law to create a presumption and/or inference that the Participant was under the influence of alcohol, when measured by law enforcement or medical personnel.
13. Services and supplies received as the result of any intentionally **self-inflicted injury** that does not result from a medical condition or domestic violence.
14. Charges incurred for services or supplies that constitute **personal comfort or beautification items**, such as television or telephone use.

15. All **cosmetic procedures** and any related **medical supplies**, in which the purpose is improvement of appearance or correction of deformity without restoration of bodily function. Examples of services that are cosmetic and are not covered are: rhinoplasty (nose); mentoplasty (chin), rhytidoplasty (face lift); surgical planing (dermabrasion); and blepharoplasty (eyelid).
16. Charges for **custodial care**, including sitters and companions.
17. Charges for **services, supplies, or treatment** not commonly and customarily recognized throughout the Physician's profession or by the American Medical Association as generally accepted and Medically Necessary for the Participant's diagnosis and/or treatment of the Participant's illness or injury; or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value.
18. Any Medical Supplies or services rendered by a Participant to himself or herself or by a Participant's **immediate family** (parent, Child, spouse, brother, sister, grandparent or in-law).
19. Charges for inpatient confinement, primarily for x-rays, laboratory, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent, custodial or rest care, or any medical examination or test **not connected with an active illness or injury**, unless otherwise provided under any preventable care covered under this Plan of Benefits.
20. Charges incurred for treatment on or to the **teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes**.
21. Treatment of **infertility** (including the reversal of voluntary sterilization).
22. **Experimental or Investigational** services, including surgery, medical procedures, devices or drugs. The Group Health Plan reserves the right to approve, upon medical review, non-labeled use of chemotherapy agents that have been approved by the Federal Drug Administration (FDA) for cancer.
23. Charges incurred for treatment or supplies of weak, strained, or **flat feet**, instability or imbalance of the feet, treatment of any tarsalgia, metatarsalgia or bunion (other than operations involving the exposure of bones, tendons or ligaments), cutting or removal by any method of toenails or superficial lesions of the feet, including treatment of corns, calluses and hyperkeratoses, unless needed in treatment of a metabolic or peripheral-vascular disease.
24. Charges for **custom molded inserts and/or orthotics, other than the initial appliance, unless needed in treatment of a metabolic or peripheral-vascular disease**.
25. Charges for **maintenance care**. Unless specifically mentioned otherwise, the Plan of Benefits does not provide benefits for services and supplies intended primarily to maintain a level of physical or mental function.
26. Any service or supply rendered to a Participant for the treatment of **obesity** or for the purpose of weight reduction. This includes all procedures designed to restrict the Participant's ability to assimilate food; for example, gastric bypass, the insertion of gastric bubbles, the wiring shut of the mouth, and any other procedure the purpose of which is to restrict the ability of the Participant to take in food, digest food or assimilate nutrients. Also excluded are services, supplies or charges for the correction of complications arising from weight control procedures, services, supplies or charges, such as procedures to reverse any restrictive or diversionary procedures and such reconstructive procedures as may be necessitated by the weight loss produced by these non-covered restrictive or diversionary procedures, except as specified on the Schedule of Benefits. Examples of such reconstructive procedures include, but are not limited to, abdominal panniculectomy and removal of excessive skin from arms, legs or other areas of the body. Membership fees to weight control programs are also excluded.
27. Any service or treatment for complications resulting from any **non-covered procedures**.
28. Any service or supply rendered to a Participant for the diagnosis or treatment of **sexual dysfunction** (including impotence) except when Medically Necessary due to an organic disease. This includes, but is not limited to, drugs, laboratory and x-ray tests, counseling, transsexual procedures or penile prostheses necessary due to any medical condition.
29. Any charges for **elective abortions**, except for abortion performed in accordance with federal Medicaid guidelines.

30. No charge will be covered under Medical Benefits for **dental and oral surgical procedures** involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.
31. Charges not included as part of a Hospital bill for autologous **blood donation** that involves collection and storage of a patient's own blood prior to elective surgery.
32. Charges incurred for **take-home drugs** upon discharge from the Hospital.
33. **Spare items** of the nature of braces of the leg, arm, back and neck, artificial arms, legs or eyes, lenses for the eye, or hearing aids, unless needed due to physiological changes.
34. Care and treatment of **hair loss**.
35. **Exercise programs** for treatment of any condition.
36. Air conditioners, air-purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages or stockings, wigs, non-Prescription Drugs and medicines, first aid supplies and non-Hospital adjustable beds.
37. **Acupuncture or hypnosis**, except when performed by a Physician in lieu of anesthesia.
38. Care and treatment for **sleep apnea**, unless Medically Necessary.
39. Treatment of **dysfunctional conditions** related to the muscles of mastication, malpositions or deformities of the jaw bone(s), orthognathic deformities, or temporomandibular joint (TMJ) disorders.
40. Charges that exceed any **Benefit limitations** stated in the Medical Schedule of Benefits of this Plan document.
41. Admissions or portions thereof for **custodial care or long-term care** including:
 - A. Rest cares;
 - B. Long-term acute or chronic psychiatric care;
 - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
 - D. Care in a sanitarium;
 - E. Custodial or long-term care; or
 - F. Psychiatric or Substance Abuse residential treatment, including: residential treatment centers; therapeutic schools; wilderness/boot camps; therapeutic boarding homes; halfway houses; and therapeutic group homes.
42. **Counseling and psychotherapy services** for the following conditions are not covered:
 - A. Feeding and eating disorders in early childhood and infancy;
 - B. Tic disorders, except when related to Tourette's disorder;
 - C. Elimination disorders;
 - D. Mental disorders due to a general medical condition;
 - E. Sexual function disorders;
 - F. Sleep disorders;
 - G. Medication-induced movement disorders; or
 - H. Nicotine dependence, unless specifically listed as a covered Benefit in the Plan of Benefits or on the Medical Schedule of Benefits.
43. Medical supplies, services or charges for the diagnosis or treatment of sexual and gender identity disorders, personality disorders, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.

44. **Error.** Charges for care, supplies, treatment, and/or services that are required to treat injuries that are sustained or an illness that is contracted, including infections and complications, while the Participant was under, and due to , the care of a Provider wherein such illness, injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense.
45. Charges for services that are not reasonable, not Medically Necessary, are not Usual and Customary, and/or are in excess of the **Maximum Allowable Charge** (See definition of Maximum Allowable Charge for application when utilizing PPO network discounts).
46. **Foreign travel.** Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services (unless Medically Necessary as determined by the Plan Administrator and approved in advance).
47. Charges for care, supplies, treatment, and/or services for expenses actually **incurred by other persons**.
48. Charges for care, supplies, treatment, and/or services for Injuries resulting from **negligence**, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician.
49. All charges in connection with treatments or medications where the patient either is in **non-compliance** with or is discharged from a Hospital or Skilled Nursing Facility against medical advice.
50. Care, treatment, services or supplies **not recommended and approved by a Physician**; or treatment, services or supplies when the Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.
51. Treatments and supplies which are **not specified as covered** under this Plan.
52. Care and treatment billed by a Hospital for **non-medical emergency admissions** on a Friday or Saturday. This does not apply if surgery is performed within 24 hours of admission.
53. Charges for **Orthognathic surgery**.
54. **Subrogation, Reimbursement, and/or Third Party Responsibility.** Charge for care, supplies, treatment, and /or services of an Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.
55. Excision of wholly or partly unerupted **impacted teeth**.
56. **Prescription Drug Exclusions.** The following are not covered under this Plan of Benefits:
 - A. Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies and non-medical substances regardless of intended use;
 - B. Any over-the-counter medication, unless specified otherwise;
 - C. Prescription Drugs that have not been prescribed by a Physician;
 - D. Prescription Drugs not approved by the Food and Drug Administration;
 - E. Prescription Drugs for non-covered therapies, services, or conditions;
 - F. Prescription Drug refills in excess of the number specified on the Physician's prescription order or Prescription Drug refills dispensed more than one (1) year after the original prescription date;
 - G. Unless different time frames are specifically listed on the Schedule of Benefits more than a thirty (30) day supply for Prescription Drugs (ninety (90) day supply for Prescription Drugs obtained through a Mail Service Pharmacy);
 - H. Any type of service or handling fee (with the exception of the dispensing fee charged by the pharmacist for filling a prescription) for Prescription Drugs, including fees for the administration or injection of a Prescription Drug;
 - I. Dosages that exceed the recommended daily dosage of any Prescription Drug as described in the current Physician's Desk Reference or as recommended under the guidelines of the Pharmacy Benefit Manager, whichever is lower;

- J. Prescription Drugs administered or dispensed in a Physician's office, Skilled Nursing Facility, Hospital or any other place that is not a Pharmacy licensed to dispense Prescription Drugs in the state where it is operated;
 - K. Prescription Drugs for which there is an over-the-counter equivalent and over-the-counter supplies or supplements;
 - L. Prescription Drugs that are being prescribed for a specific medical condition that is not approved by the Food and Drug Administration for treatment of that condition (except for Prescription Drugs for the treatment of a specific type of cancer, provided the drug is recognized for treatment of that specific cancer in at least one standard, universally accepted reference compendia or is found to be safe and effective in formal clinical studies, the results of which have been published in peer-reviewed professional medical journals);
 - M. Prescription Drugs that are not consistent with the diagnosis and treatment of a Participant's illness, injury or condition, or are excessive in terms of the scope, duration, dosage or intensity of drug therapy that is needed to provide safe, adequate and appropriate care;
 - N. Prescription Drugs to enhance physical growth or athletic performance or appearance;
 - O. Prescription Drugs that are immunization agents or biological sera;
 - P. Prescription Drugs or services that require Pre-Authorization by PAI and Pre-Authorization is not obtained;
 - Q. Prescription Drugs for injury or disease that are paid by workers' compensation benefits (if a workers' compensation claim is settled, it will be considered paid by workers' compensation benefits); and
 - R. Prescription Drugs that are not Medically Necessary.
57. **Home Health Care Exclusions.** The following are excluded from coverage under the Home Health Care Benefit:
- A. Services and supplies not included in the Medical Schedule of Benefits, but not limited to, general housekeeping services and services for custodial care; and
 - B. Services of a person who ordinarily resides in the home of the Participant, or is a Participant's immediate family member (parent, Child, spouse, brother, sister, grandparent or in-law); and
 - C. Transportation services.

Notwithstanding the above exclusions, in the event that, after review of the medical records, other documentation, and case notes, the health care management medical director (or similarly titled position) of PAI, deems a plan of treatment and procedures are appropriate care for a Participant, the Plan shall deem the cost of the plan of treatment and procedures a Covered Expense.

ELIGIBILITY FOR COVERAGE

Eligibility:	
Waiting Period:	Coverage for new Employees will commence on the first day of the month following 60 days of continuous employment.
Annual Enrollment:	Month of March for a May 1 st effective date
Actively at Work: Minimum hours per week:	At least 30 full-time hours per week
Pre-Existing Condition Exclusion Period: Applies only to claims with dates of service prior to June 1, 2014	Each Participant age 19 or older may serve a twelve-month Pre-Existing Condition Exclusion Period, less any Creditable Coverage the Participant can provide. Any Participant who is a Late Enrollee will serve an eighteen-month Pre-Existing Condition Exclusion Period. See the Eligibility for Coverage section for information on qualifying for Special Enrollment.
Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits; the maximum age limitation to qualify as a Dependent Child is:	An Employee may cover a Dependent Child up to age 26. Coverage will end for the Dependent Child on their 26 th birthday.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that also may participate in the Plan of Benefits:	Council Members (not subject to the 30 full-time hours per week minimum) Retirees subject to the provisions below in Item B. Note: Retirees and their dependents who are under age 65, and not eligible for Medicare, will be subject to the same benefit levels as active employees and their dependents. Note: Retirees hired after July 1, 2010 will not be eligible to participate in this Plan except through COBRA.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that may not participate in the Plan of Benefits:	Seasonal or Temporary Employees Post 65 Retirees and Medicare Eligible Individuals
Coverage for Participants will terminate the last day of the month in which employment is terminated or the end of the period for which the required premium has been paid.	

A. ELIGIBILITY

1. Every Employee who is Actively at Work and who has completed the Waiting Period on or after the Plan Sponsor Effective Date is eligible to enroll (and to enroll his or her Dependents) for coverage under this Plan of Benefits.
2. If an Employee is not Actively at Work or has not completed the Waiting Period, such Employee is eligible to enroll (and to enroll his or her Dependents) beginning on the next day that the Employee is:
 - a. Actively at Work; and
 - b. Has completed the Waiting Period.
3. Dependents are not eligible to enroll for coverage under Plan of Benefits without the sponsorship of an Employee who is enrolled under this Plan of Benefits.
4. Probationary periods and/or contribution levels will not be based on any factor that discriminates in favor of higher-wage employees as required under the ACA.

B. ELIGIBLE CLASSES OF EMPLOYEES

All Active and Retired Employees of the Plan Sponsor. Employees at Oconee County will be eligible to receive retiree coverage as follows:

1. For Retirees who leave employment prior to May 1, 2007:
 - a. The employee must have been employed with Oconee County at least five years, but less than 10 and accepted by the SC State Retirement System as disabled. Further, the retiree will be required to pay the full cost of the insurance premiums to the county at the time of retirement. If an employee is accepted as disabled with the SC Retirement System and Social Security, the employee and spouse (if covered under the county plan) must elect, and keep in force, Medicare Parts A & B. If the employee is not accepted as disabled by Social Security within 25 months, coverage under the County insurance plan will be cancelled. However, coverage under the County plan may be reinstated if accepted by Social Security as disabled within a 36 month period of the original disability claim date, relating to the original cause of disability, and coverage was maintained under COBRA for any period beyond the initial 25 months.
 - b. An employee retiring from Oconee County with at least 10 year of service with Oconee County and age 60, but less than 28 years of service with the County and the SC Retirement Service may retain the County insurance plan at the reduced premium of the County at the time of retirement, however, the employee and spouse (if covered under the county plan), must elect, and keep in force, both Medicare Parts A&B when eligible.
 - c. An employee retiring from Oconee County with 28 years of service with the County and the SC Retirement System or at least 25 years of service with Oconee County and the SC Police Officers Retirement System shall retain the County insurance benefits (employee only) at reduced cost to the employee, however, the employee and spouse (if covered under the county plan), must elect, and keep in force, both Medicare Parts A & B when eligible.
 - d. All current retirees (disabled and regular) listed before December 1, 2001, are hereby granted "grandfather status". Additionally, as of May 1, 2005 there were several retirees with Dependent Children covered under the Plan. These retiree dependents are "grandfathered" for this coverage. However, from this point forward, no other Dependent Children will be eligible for coverage, and once the Dependent Children currently covered are no longer on the Plan, they will not be eligible to become covered again as Dependents.
2. For retirees who leave employment on or after May 1, 2007:

Retirees will be eligible to continue participation with the Plan (including their spouses) under the following circumstances:

 - a. The employee must have been employed with Oconee County for at least 20 years. To remain covered the retiree must pay all applicable premiums and elect Medicare Parts A & B as soon as eligible.
 - b. If disabled (as determined by Social Security and/or the SC State Retirement System) an employee may qualify with 10 years of County employment. To remain covered the retiree must elect Medicare Parts A & B as soon as eligible, but in no event longer than 29 months from the date deemed disabled by Social Security, and pay all applicable premiums.
3. Retirees hired after July 10, 2010 will not be eligible to participate in this plan except through COBRA:

Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan will be eligible to continue coverage until their entitlement to Medicare, either through attainment of the age of eligibility or because of disability. Spouses with coverage in effect at the time of the employee's retirement may continue to be covered as long as the retiree is eligible under the Plan and all applicable premiums are paid. The spouse will no longer be eligible once they become entitled to Medicare.

For **ALL** Retirees: Should the qualified retiree terminate coverage for any reason, or predecease the spouse, the spouse's coverage will then terminate at the end of that month that the retiree's coverage is terminated under this Plan. Spousal coverage for a retiree is effective only if the spouse is covered at the time of retirement. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for reenrollment; however COBRA continuation coverage may be available. If the retired employee elects to drop coverage, on himself or spouse, no option of reelection is available.

C. ELECTION OF COVERAGE

Any Employee may enroll for coverage under the Group Health Plan for such Employee and such Employee's Dependents by completing and filing a Membership Application with the Plan Sponsor. Dependents must be enrolled within thirty-one (31) days of the date on which they first become Dependents. Employees and Dependents also may enroll if eligible under the terms of any late enrollment or Special Enrollment procedure.

D. COMMENCEMENT OF COVERAGE

Coverage under the Group Health Plan will commence as follows:

1. Employees and Dependents eligible on the Plan Sponsor Effective Date

For Employees who are Actively at Work prior to and on the Plan Sponsor Effective Date, coverage will generally commence on the Plan of Benefits Effective Date.

2. Employees and Dependents Eligible After the Plan of Benefits Effective Date

Employees and Dependents who become eligible for coverage after the Plan of Benefits Effective Date and have elected coverage will have coverage after they have completed the Waiting Period.

3. Dependents Resulting from Marriage

Dependent(s) resulting from the marriage of an Employee will have coverage effective on the date of marriage provided they have enrolled for coverage within thirty-one (31) days after marriage and the coverage has been paid for under this Plan of Benefits.

4. Newborn Children

A newborn Child will have coverage from the date of birth provided he or she has been enrolled for coverage within thirty-one (31) days after the Child's birth and the coverage has been paid for under this Plan of Benefits.

5. Adopted Children

For an adopted Child of an Employee, coverage shall commence as follows:

a. Coverage shall be retroactive to the Child's date of birth when a decree of adoption is entered within thirty-one (31) days after the date of the Child's birth.

b. Coverage shall be retroactive to the Child's date of birth when adoption proceedings have been instituted by the Employee within thirty-one (31) days after the date of the Child's birth, and if the Employee has obtained temporary custody of the Child.

c. For an adopted Child other than a newborn, coverage shall begin when temporary custody of the Child begins. However, such coverage shall only continue for one (1) year unless a decree of adoption is entered, in which case coverage shall be extended so long as such Child is otherwise eligible for coverage under the terms of this Plan of Benefits.

6. Special Enrollment

In addition to enrollment under Eligibility for Coverage Section (E)(2-5) above, the Group Health Plan shall permit an Employee or Dependent who is not enrolled to enroll if each of the following is met:

a. The Employee or Dependent was covered under a group health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent; and

- b. The Employee stated in writing at the time of enrollment that the reason for declining enrollment was because the Employee or Dependent was covered under a group health Plan or had Creditable Coverage at that time. This requirement shall apply only if the Plan Sponsor required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time; and
- c. The Employee or Dependent's coverage described above:
 - i. Was under a COBRA continuation provision and the coverage under the provision was exhausted; or
 - ii. Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, cessation of Dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the Plan), death, termination of employment) or reduction in the number of hours of employment), or if the Plan Sponsor's contributions toward the coverage were terminated; or
 - iii. Was one of multiple Plans offered by a Plan Sponsor and the Employee elected a different Plan during an open enrollment period or when a Plan Sponsor terminates all similarly situated individuals; or
 - iv. Was under a HMO that no longer serves the area in which the Employee lives, works or resides; or
 - v. Was under a Plan where the Participant incurred a claim that met or exceeded a lifetime limit on all benefits. The Special Enrollment period is continued until at least thirty (30) days after a claim is denied due to the operation of the lifetime limit on all benefits;
 - vi. Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(i) above, or termination of coverage or Plan Sponsor contribution described in 6(c)(ii) above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For situations other than those listed above, see the Plan Sponsor.

The coverage of the Dependent enrolled in the Special Enrollment Period will be effective:

- a. in the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received;
- b. in the case of a Dependent's birth, as of the date of birth; or
- c. in the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

Medicaid or State Children's Health Insurance Program Coverage

- A. The Employee or Dependent was covered under a Medicaid or State Children's Health Insurance Program Plan and coverage was terminated due to loss of eligibility; or
- B. The Employee or Dependent becomes eligible for assistance under a Medicaid or State Children's Health Insurance Program Plan; and
- C. The Employee or Dependent requests such enrollment not more than sixty (60) days after either:
 - i. the date of termination of Medicaid or State Children's Health Insurance Program coverage; or
 - ii. determination that the Employee or Dependent is eligible for such assistance.

E. DEPENDENT CHILD'S ENROLLMENT

- 1. A Dependent's eligibility for or receipt of Medicaid assistance will not be considered in enrolling that Dependent for coverage under this Plan of Benefits.
- 2. Absent the sponsorship of an Employee, Dependents are not eligible to enroll for coverage under this Plan of Benefits.

F. CHANGE IN FAMILY STATUS

The Plan permits you to change your benefit election during the Plan Year if a qualified change in family status occurs. Enrollment Application forms are available from your Human Resources Department. A qualified change in family status can occur for many reasons such as:

Type of Event	You need to...
Birth or Adoption	complete an Enrollment Application and indicate name of Dependent and date of birth or adoption.
Marriage	complete an Enrollment Application and indicate name of Spouse and date of marriage.
Divorce	complete an Enrollment Application and indicate the date of divorce and submit a copy of divorce decree.
Legal Separation	complete an Enrollment Application and indicate the date of separation and submit a copy of the separation agreement.
Death	complete an Enrollment Application and indicate the name of deceased and date of death.
Child reaches dependent age limit of 26.	complete an Enrollment Application and indicate the names of the family members who will continue to be covered.
Termination of employment	review section entitled <u>Termination of Coverage</u> in this booklet.
Loss of Spouse's employment	review section entitled <u>Special Enrollment Periods</u> . If enrolling new Plan members, complete an Enrollment Application and submit HIPAA certificate.

In order to effect a change in your Benefits, you must complete and return an Enrollment Application form to your Human Resources Department within 31 days following the qualifying event. Please note that the requested change in Benefits must be consistent with your change in family status (i.e. change from a single to family coverage due to marriage).

If you have (or expect to have) a change in family status or if you are unsure about your rights and responsibilities when applying for coverage, please contact the Human Resources Department to discuss your options and the necessary enrollment procedures.

G. PARTICIPANT CONTRIBUTIONS

The Participant is solely responsible for making all payments for any Premium.

H. DISCLOSURE OF MEDICAL INFORMATION

By accepting Benefits or payment of Covered Expenses, the Participant agrees that the Group Health Plan (and including Blue Cross on behalf of the Group Health Plan) may obtain claims information, medical records, and other information necessary for the Group Health Plan to consider a request for Pre-Authorization, a Continued Stay Review, an Emergency Admission Review, a Pre-Admission Review or to process a claim for Benefits.

TERMINATION OF THIS PLAN OF BENEFITS

A. TERMINATION OF THIS PLAN OF BENEFITS

Termination of an Employee's coverage and all of such Employee's Dependents' coverage will occur on the earliest of the following dates:

1. The date the Group Health Plan is terminated pursuant to Sections (B)-(E) below.
2. The date an Employee retires unless the Group Health Plan covers such individual as a retiree.
3. The date an Employee ceases to be eligible for coverage as set forth in the Eligibility Section.
4. The last day of the month in which an Employee is no longer Actively at Work or the end of the period for which the required premium has been paid, except that a qualified Employee (as qualified under the Family and Medical Leave Act of 1993) may be considered Actively at Work during any leave taken pursuant to the Family and Medical Leave Act of 1993.
5. In addition to terminating when an Employee's coverage terminates, a Dependent spouse's coverage terminates on the date of entry of a court order ending the marriage between the Dependent spouse and the Employee regardless of whether such order is subject to appeal.
6. In addition to terminating when an Employee's coverage terminates, a Child's coverage terminates when that individual no longer meets the definition of a Dependent under the Group Health Plan.
7. In addition to terminating when an Employee's coverage terminates, an Incapacitated Dependent's coverage terminates when that individual no longer meets the definition of an Incapacitated Dependent.
8. Death of the Employee.

B. TERMINATION FOR FAILURE TO PAY PREMIUMS

1. If a Participant fails to pay the Premium during the Grace Period, such Participant shall automatically be terminated from participation in the Group Health Plan, without prior notice to such Participant.
2. In the event of termination for failure to pay Premiums, Premiums received after termination will not automatically reinstate the Employee in participation under the Group Health Plan absent written agreement by the Plan Sponsor. If the Employee's participation in the Group Health Plan is not reinstated, the late Premium will be refunded to the Employee.

C. TERMINATION WHILE ON LEAVE

During an Employee's leave of absence that is taken pursuant to the Family and Medical Leave Act, the Plan Sponsor must maintain the same health Benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premium. If Premiums are not paid by an Employee, coverage ends as of the due date of that Premium contribution.

D. TERMINATION DUE TO A RESCISSION OF COVERAGE

In the event that a Participant:

1. Performs an act, practice, or omission that constitutes fraud; or
2. Makes an intentional misrepresentation of material fact,

The Participant's coverage under this Plan of Benefits will terminate retroactively at one of the following times:

1. If event occurs upon application for participation in the Plan, the Participant's coverage will be void from the time of his/her effective date; or
2. If event occurs at any other time, the Participant's coverage will terminate retroactively to the date of the event occurrence, as outlined above.

In the event your coverage is rescinded, you will be given 30 days' advance written notice of the Rescission as well as the retroactive effective date. Any Premiums paid will be returned once the Plan Administrator deducts

the amount for any claims paid.

E. NOTICE OF TERMINATION TO PARTICIPANTS

Other than as expressly required by law, if the Group Health Plan is terminated for any reason, the Plan Sponsor is solely responsible for notifying all Participants of such termination and that coverage will not continue beyond the termination date.

F. REINSTATEMENT

The Group Health Plan in its sole discretion (and upon such terms and conditions as any stop-loss carrier or the Plan Sponsor may determine) may reinstate coverage under the Group Health Plan that has been terminated for any reason. If a Participant's coverage (and including coverage for the Participant's Dependents) for Covered Expenses under the Group Health Plan terminates while the Participant is on leave pursuant to the Family and Medical Leave Act because the Participant fails to pay such Participant's Premium, the Participant's coverage will be reinstated without new probationary periods if the Participant returns to work immediately after the leave period, re-enrolls and, within thirty-one (31) days following such return, pays all such Employee's portion of the past due amount and then current Premium.

G. PLAN SPONSOR IS AGENT OF PARTICIPANTS

By accepting Benefits, a Participant agrees that the Plan Sponsor is the Participant's agent for all purposes of any notice under the Group Health Plan. The Participant further agrees that notifications received from, or given to, the Plan Sponsor by PAI are notification to the Employees except for any notice required by law to be given to the Participants by PAI.

H. PERSONNEL POLICIES

Except as required under the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act, the Plan Sponsor's current personnel policies regarding Waiting Periods, continuation of coverage, or reinstatement of coverage shall apply during the following situations: Plan Sponsor-certified disability, leave of absence, layoff, reinstatement, hire or rehire.

I. RETURN TO WORK

An Employee who returns to work within six (6) months of a layoff or an approved leave of absence will retain the same insurance status as prior to the said date, provided any required contributions have been paid in full. No new eligibility Waiting Period will apply unless these conditions were still to be met at the time of layoff or leave of absence.

An Employee who returns to work after six (6) months of an approved leave of absence or layoff will be considered a new Employee and will be subject to all eligibility requirements, including all requirements relating to the Effective Date of coverage (except as provided under the provision entitled "status change").

J. STATUS CHANGE

If an Employee or Dependent has a status change while covered under this Plan of Benefits (i.e. Employee to Dependent, COBRA to active) and no interruption in coverage has occurred, the Plan of Benefits will allow continuity of coverage with respect to any Waiting Period.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

In the case of a Participant who is receiving Covered Expenses in connection with a mastectomy, the Group Health Plan will pay Covered Expenses for each of the following (if requested by such Participant):

- A. Reconstruction of the breast on which the mastectomy has been performed;
- B. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. Prosthesis and physical complications at all stages of mastectomy, including lymphedemas.

The Plan of Benefits' Benefit Year Deductible and Co-payment will apply to these Benefits.

FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The Group Health Plan must comply with FMLA as outlined in the regulations issued by the U.S. Department of Labor. During any leave taken under the FMLA, the Plan Sponsor will maintain coverage under this Plan of Benefits on the same basis as coverage would have been provided if the Employee had been continuously employed during the entire leave period.

In general, eligible Employees may be entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a Child and to care for the newborn Child within one year of birth;
- the placement with the Employee of a Child for adoption or foster care and to care for the newly placed Child within one year of placement;
- to care for the Employee's spouse, Child, or parent who has a serious health condition;
- a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness of a service member spouse, son, daughter, parent, or next of kin to the Employee (military caregiver leave).

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) requires that Plan Sponsors allow the following categories of eligible people continue coverage under the Group Health Plan after such individuals would ordinarily not be eligible.

You also may have other options available when you lose this coverage. For example, you may be eligible to enroll into an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. (For more information about the Marketplace, visit www.HealthCare.gov). Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

If you decide to continue this coverage, it is available for a period of up to 18, 29 or 36 months, depending on the circumstances:

- A. 18 months for Employees whose working hours are reduced – during a non-FMLA leave of absence or when an Employee changes from full-time to part-time – and any family members who also lose coverage for this reason;
- B. 18 months for Employees who voluntarily quit work and any family members who also lose coverage for this reason;
- C. 18 months for Employees who are part of a layoff and any family members who also lose coverage for this reason;
- D. 18 months for Employees who are fired, unless the firing is due to gross misconduct of the Employee, and any family members who also lose coverage for this reason;
- E. 29 months for Employees and all covered Dependents who are determined to be disabled under the Social Security Act before or during the first sixty (60) days after termination of employment or reduction of hours of employment. Notice of the Social Security Disability determination must be given to the Plan Sponsor within 60 days of the determination of disability and before the end of the first 18 months of continuation of coverage. However, if the determination was prior to termination, the Notice can be provided with COBRA election form in order to secure the extension;
- F. 36 months for Employees’ widows or widowers and their Dependent Children;
- G. 36 months for separated (in states where legal separation is recognized) or divorced husbands or wives of the Employee and their Dependent Children;
- H. 36 months for Dependent Children who lose coverage under the Plan of Benefits because they no longer meet the Plan’s definition of a Dependent Child;
- I. 36 months for Dependents who are not eligible for Medicare when the Employee is eligible for Medicare and no longer has coverage with the Plan Sponsor;
- J. For Plans providing coverage for retired Employees and their Dependents, a special rule applies for such persons who would lose coverage due to the Plan Sponsor filing for Title 11 Bankruptcy. (Loss of coverage includes a substantial reduction of coverage within a year before or after the bankruptcy filing.) Upon occurrence of such an event, retired Employees and their eligible Dependents may continue their coverage under the Plan of Benefits until the date of death of the retiree. If a retiree dies while on this special continued coverage, surviving Dependents may elect to continue coverage for up to 36 additional months.

Except for items E, G, and H, above, the Plan Administrator is responsible for getting the proper form(s) to the Participant so continuation of coverage can be applied for.

For items E, G, and H, the Participant is responsible for notifying the Plan Administrator within sixty (60) days that the qualifying event has occurred. The notice must be given in writing to the Plan Administrator and should contain the following information: (1) name of benefit Plan, (2) covered Employee’s name, (3) your name and address, and (4) the type of qualifying event and the date it occurred. Upon receipt of notice, the Plan Sponsor will then forward the COBRA application form to the Participant or the appropriate Dependent.

The Participant or the appropriate Dependent must complete a COBRA application form and return it to the Plan Administrator no later than 60 days (called the election period) from the later of: (1) the date the Participants coverage ends, or (2) the date the Participant receives notice of the right to apply for continuation coverage.

An application by the Participant or their spouse for continuation of coverage also applies to any other family members who also lose coverage for the same reason. However, each family member losing coverage for the same reason is entitled to make a separate application for continuation of coverage. If there is a choice among types of coverage under the Plan of Benefits, each family member can make a separate selection from the available types of coverage.

During an 18-month continuation of coverage period, some persons may have another situation occur to them from among items B, C, D, and F through I. They will be entitled to continuation of coverage for an overall total of up to 36 months. For items G and H, the Participant must notify the Plan Administrator within 60 days that the situation has occurred.

Premiums for continuation of coverage should be paid to the Plan Administrator or their designated party. The Plan Administrator has the right to require you to pay the entire Premium, even if active employees pay only part of the Premium. The Plan Administrator also has the right to charge and keep an extra two percent administration fee each month. For disabled employees who have applied for the 29-month COBRA continuation period, the Plan Administrator has the right to charge 150% of the applicable Premium each month for the 19th month through the 29th month of coverage.

For those Participants electing COBRA continuation of coverage, the first Premium payment must be postmarked and mailed to the Plan Administrator by the 45th day after the Participant elects continuation coverage. Thereafter, Premium payments are due on the first of each month. There is a 31-day grace period for payment of the monthly Premiums.

COBRA Continuation of Coverage ends earlier than the maximum continuation period under the following circumstances:

- A. When Premiums are not paid on time.
- B. When the Participant who has continuation of coverage becomes covered under another group health Plan or Medicare, after the date of the COBRA election, through employment or otherwise.
- C. When a disabled person covered under the extended 29-month COBRA continuation period has been determined by the Social Security Administration to be no longer disabled, coverage ends for the disabled person and any covered family members on the later of 30 days after the determination or 18 months. (Notification must be given to the Company within 30 days of final determination.)
- D. The termination of the Group Health Plan.

Uniformed Services Employment and Re-employment Rights Act (USERRA)

- A. In any case in which an Employee or any of such Employee's Dependents has coverage under the Plan of Benefits, and such Employee is not Actively at Work by reason of active duty service in the uniformed services, the Employee may elect to continue coverage under the Plan of Benefits as provided in this section. The maximum period of coverage of the Employee and such Employee's Dependents under such an election shall be the lesser of:
- i The twenty-four (24) month period beginning on the date on which the Employee's absence from being Actively at Work by reason of active duty service in the uniformed services begins; or
 - ii The day after the date on which the Employee fails to apply for or return to a position of employment, as determined under USERRA.
- The continuation of coverage period under USERRA will be counted toward any continuation of coverage period available under COBRA.
- B. An Employee who elects to continue coverage under this section of the Group Health Plan must pay one hundred and two percent (102%) such Employee's normal Premium. Except that, in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, such Employee will pay the normal contribution for the thirty-one (31) days.
- C. An Employee who is qualified for re-employment under the provisions of USERRA will be eligible for reinstatement of coverage under the Group Health Plan upon re-employment. Except as otherwise provided in this Article upon re-employment and reinstatement of coverage no new exclusion or Probationary Period will be imposed in connection with the reinstatement of such coverage if an exclusion or Waiting Period normally would have been imposed. This Article applies to the Employee who is re-employed and to a Dependent who is eligible for coverage under the Group Health Plan by reason of the reinstatement of the coverage of such Employee.
- D. This Section shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.

National Defense Authorization Act—Military Leave Entitlements

- A. Permits a "spouse, son, daughter, parent or next of "kin" to take up to 26 workweeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy and is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness".
- B. Permits an Employee to take FMLA leave for "any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the Employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation".

SUBROGATION / RIGHT OF REIMBURSEMENT

In the event Benefits are provided to or on behalf of a Participant under the terms of this Plan of Benefits, the Participant agrees, as a condition of receiving Benefits under the Plan of Benefits, to transfer to the Group Health Plan all rights to recover damages in full for such Benefits when the injury or illness occurs through the act or omission of another person, firm, corporation, or organization. The Group Health Plan shall be subrogated, at its expense, to the rights of recovery of such Participant against any such liable third party.

If, however, the Participant receives a settlement, judgment, or other payment relating to an injury or illness from another person, firm, corporation, organization or business entity for the injury or illness, the Participant agrees to reimburse the Group Health Plan in full, and in first priority, for Benefits paid by the Group Health Plan relating to the injury or illness. The Group Health Plan's right of recovery applies regardless of whether the recovery, or a portion thereof, is specifically designated as payment for, but not limited to, medical Benefits, pain and suffering, lost wages, other specified damages, or whether the Participant has been made whole or fully compensated for his/her injuries.

The Group Health Plan's right of full recovery may be from the third party, any liability or other insurance covering the third party, the insured's own uninsured motorist insurance, underinsured motorist insurance, any medical payments (Med-Pay), no fault, personal injury protection (PIP), malpractice, or any other insurance coverages that are paid or payable.

The Group Health Plan will not pay attorney's fees, costs, or other expenses associated with a claim or lawsuit without the expressed written authorization of the Group Health Plan.

The Participant shall not do anything to hinder the Group Health Plan's right of subrogation and/or reimbursement. The Participant shall cooperate with the Group Health Plan and execute all instruments and do all things necessary to protect and secure the Group Health Plan's right of subrogation and/or reimbursement, including assert a claim or lawsuit against the third party or any insurance coverages to which the Participant may be entitled. Failure to cooperate with the Group Health Plan will entitle the Group Health Plan to withhold Benefits due the Participant under the Plan of Benefits document. Failure to reimburse the Group Health Plan as required will entitle the Group Health Plan to deny future Benefit payments for all Participants under this policy until the subrogation/reimbursement amount has been paid in full.

It is further agreed that the Participant will sign a written agreement to repay the Group Health Plan in full out of any money that the Participant receives from a negligent person or organization. If the Participant fails to sign such an agreement, the Group Health Plan reserves the right to withhold payment of the Participant's claims, which relate to the negligence of another person or organization, until such time as the Participant signs the agreement to repay.

WORKERS' COMPENSATION PROVISION

This policy does not provide benefits for diagnosis, treatment or other service for any injury or illness that is sustained by a Participant that arises out of, in connection with, or as the result of any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required or is otherwise available for the Participant. Benefits will not be provided under this Plan if coverage under the Workers' Compensation Act or similar law would have been available to the Participant but the Participant elects exemption from available Workers' Compensation coverage; waives entitlement to Workers' Compensation benefits for which he/she is eligible; fails to timely file a claim for Workers' Compensation benefits; or seeks treatment for the injury or illness from a provider that is not authorized by the Participant's Plan Sponsor.

If the Group Health Plan, or its designee, including PAI (hereinafter referred to as "the Plan") pays Benefits for an injury or illness and the Plan determines the Participant also received Workers' Compensation benefits by means of a settlement, judgment, or other payment for the same injury or illness, Participant shall reimburse the Plan in full all Benefits paid by the Plan relating to the injury or illness.

The Plan's right of recovery will be applied even if: the Workers' Compensation benefits are in dispute or are made by means of a compromised, doubtful and disputed, clincher or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Participant's employment; the amount of Workers' Compensation benefits due to medical or health care is not agreed upon or defined by the Participant or the Workers' Compensation carrier; or the medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition of receiving Benefits under this Plan of Benefits, the Participant agrees to notify the Plan of any Workers' Compensation claim he/she may make and agrees to reimburse the Plan as described herein. The Participant shall not do anything to hinder the Plan's right of recovery. The Participant shall cooperate with the Plan, execute all documents, and do all things necessary to protect and secure the Plan's right of recovery, including assert a claim or lawsuit against the Workers' Compensation carrier or any other insurance coverages to which the Participant may be entitled. Failure to cooperate with the Plan will entitle the Plan to withhold Benefits due the Participant under this Plan of Benefits. Failure to reimburse the Plan as required under this Section will entitle the Plan to invoke the Workers' Compensation Exclusion and deny payment for all claims relating to the injury or illness and/or deny future Benefit payments for any such Participant until the reimbursement amount has been paid in full.

COORDINATION OF BENEFITS

Coordination of benefits rules apply when a Participant is covered by this Plan of Benefits and also covered by any other Plan or Plans. When more than one coverage exists, one Plan normally pays its benefits in full and the other Plan pays a reduced benefit. This Plan of Benefits will always pay either its Benefits in full or a reduced amount that, when added to the benefits payable by the other Plan or Plans, will not exceed 100% of Allowed Amounts. Only the amount paid by the Plan of Benefits will be included for purposes of determining the maximums in the Schedule of Benefits. Through the coordination of benefits, a Participant or Dependent will not receive more than the Allowed Amounts for a loss.

The coordination of benefits provision applies whether or not a claim is filed under the other Plan or Plans. The Participant agrees to provide authorization to this Plan of Benefits to obtain information as to benefits or services available from any other Plan or Plans, or to recover overpayments. All Benefits contained in the Plan of Benefits are subject to this provision.

When this Plan of Benefits is primary, Benefits are determined before those of the other Plan. The benefits of the other Plan are not considered. When this Plan of Benefits is secondary, Benefits are determined after those of the other Plan. Benefits may be reduced because of the other Plan's benefits. When there are more than two Plans, this Plan of Benefits may be primary as to one and may be secondary as to another.

ORDER OF DETERMINATION

If a Participant covered hereunder is also covered for comparable benefits or services under another Plan that is the Primary Plan, Benefits applicable under this Plan of Benefits will be reduced so that, for benefits incurred, benefits available under all Plans shall not exceed the Allowed Amounts of such benefits.

This Plan of Benefits determines its order of Benefits using the first of the following that applies:

- A. **General** - A Plan that does not coordinate with other Plans is always the Primary Plan;
- B. **Non-Dependent/Dependent** - The benefits of the Plan that covers the person as an Employee (other than a Dependent) is the Primary Plan; the Plan that covers the person as a Dependent is the Secondary Plan;
- C. **Dependent Child/Parents Not Separated or Divorced** - Except as stated in (D) below, when this Plan of Benefits and another Plan cover the same Child as a Dependent of different parents:
 1. The Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year; but
 2. If both parents have the same birthday, the benefits of the Plan that covered the parent the longer time is the Primary Plan; the Plan that covered the parent the shorter time is the Secondary Plan;
 3. If the other Plan does not have the birthday rule, but has the gender rule and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- D. **Dependent Child/Separated or Divorced Parents** - If two or more Plans cover a person as a Dependent Child of divorced or separated parents, benefits for the Child are determined in this order:
 1. First, the Plan of the parent with custody of the Child;
 2. Then, the Plan of the spouse of the parent with custody;
 3. Finally, the Plan of the parent without custody of the Child.

However, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the Child, then that parent's Plan is the Primary Plan. If a court decree exists stating that the parents shall share joint custody, without stating that one of the parents is financially responsible for the health care of the Child, the order of liability will be determined according to the rules for Dependent Children whose parents are not separated or divorced. Anyone who legally adopts the Child will assume natural parent status.

- E. **Active/Inactive Employee** - The Primary Plan is the Plan that covers the person as an Employee who is neither laid off nor retired (or as that Employee's Dependent). The Secondary Plan is the Plan that covers that person as

a laid off or retired Employee (or as that Employee's Dependent). If the other Plan does not have this rule, and if, as result the Plans do not agree on the order of benefits, this rule does not apply.

- F. **Longer/Shorter Length of Coverage** - If none of the above rules determines the order of benefits, the Primary Plan is the Plan that covered an Employee longer. The Secondary Plan is the Plan that covered that person the shorter time.
- G. In the case of a Plan that contains order of benefit determination rules that declare that Plan to be excess to or **always secondary to all other Plans**, this Plan of Benefits will coordinate benefits as follows:
1. If this Plan of Benefits is Primary, it will pay or provide Benefits on a Primary basis;
 2. If this Plan of Benefits is secondary, it will pay or provide Benefits first, but the amount of Benefits payable will be determined as if this Plan of Benefits were the Secondary Plan. The liability of this Plan of Benefits will be limited to such payment;
 3. If the Plan does not furnish the information needed by this Plan of Benefits to determine Benefits within a reasonable time after such information is requested, this Plan of Benefits shall assume that the benefits of the other Plan are the same as those provided under this Plan of Benefits, and shall pay Benefits accordingly. When information becomes available as to the actual benefits of the other Plan, any Benefit payment made under this Plan of Benefits will be adjusted accordingly.

H. **Right To Coordination of Benefits Information**

The Plan Administrator and PAI have the right:

1. To obtain or share information with any insurance company or other organization regarding coordination of benefits without the claimant's consent; and
2. To require that the claimant provide the Plan Administrator with information on such other Plans so that this provision may be implemented;
3. To pay over the amount due under this Plan of Benefits to an insurer or other organization if this is necessary, in the Plan Administrator or PAI's opinion, to satisfy the terms of this provision.

I. **Facility of Payment**

Whenever payments that should have been made under this Plan of Benefits in accordance with this provision have been made under any other Plan or Plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organizations or person making such other payments any amount it will determine in order to satisfy the intent of this provision, and amount so paid will be deemed to be Benefits paid under this Plan of Benefits and to the extent of such payment, the Plan Administrator will be fully discharged from liability under this Plan of Benefits. The Benefits that are payable will be charged against any applicable Maximum Payment or Benefit of this Plan of Benefits rather than the amount payable in the absence of this provision.

J. **Medicare**

Individuals Age 65 or Older

If you are a Participant and are age 65 or older, this Plan is the primary payer. Medicare will be the secondary payer.

If you are a retiree and are age 65 or older and are eligible to participate in this Plan, Medicare will be the primary payer and this Plan will pay secondary.

If you are not a Participant and are age 65 or older, Medicare will be your only medical coverage.

Disabled Participants*

If you are a Participant who is disabled, this Plan is the primary payer and Medicare is the secondary payer.

*This applies for Plans with 100 or more employees. (If the Plan has less than 100 employees, Medicare is primary for disabled individuals).

End-Stage Renal Disease

If you have End-Stage Renal Disease and are a Participant, this Plan is the primary payer and Medicare is the secondary payer for the first 30 months of eligibility or entitlement to Medicare. After 30 months, Medicare will be the primary payer, and this Plan will be the secondary payer.

COBRA - Age 65 or Older or Disabled

If you are age 65 or older or disabled, and covered by Medicare and COBRA, Medicare will be the primary payer and the COBRA coverage will pay secondary.

Coordination:

When Medicare is primary and the Plan is secondary, Medicare (Parts A and B) will be considered a Plan for the purposes of coordination of benefits. The Plan will coordinate benefits with Medicare whether or not the Participant or their Dependents is/are actually receiving Medicare benefits.

ERISA RIGHTS

As a Participant in this Group Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”) provided the Plan Sponsor is subject to ERISA regulations. ERISA provides that all Participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Group Health Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“EBSA”).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Group Health Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may assess a reasonable charge for the copies.

Receive, upon request, a summary of the Group Health Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself and your Dependents if there is a loss of coverage under the Group Health Plan as a result of a Qualifying Event. You or your Dependents may have to pay for such continuation coverage. You should review the documents governing COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee welfare benefit plan. The people who administer an employee welfare benefit plan are called “fiduciaries” and have a duty to do so prudently and in the interest of the Participants. The Plan Sponsor is the fiduciary of the Group Health Plan.

Enforce Your Rights

If your claim for a Benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for Benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan Administrator’s decision or lack thereof concerning the qualified status of a domestic relations order or a Medical Child Support Order, you may file suit in federal court. If Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

No one, including your Plan Sponsor, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Benefit or exercising your rights under ERISA.

Assistance with Your Questions

If you have any questions about the Group Health Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR

The Group Health Plan will disclose (or require PAI to disclose) Participant's PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of HIPAA. Any disclosure to and use by the Plan Sponsor will be subject to and consistent with the provisions of the sections below.

1. Disclosure of Protected Health Information to Plan Sponsor.
 - a. The Group Health Plan and any health insurance issuer or business associate servicing the Group Health Plan will disclose PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of the HIPAA and its implementing regulations, as amended. Any disclosure to and use by the Plan Sponsor of PHI will be subject to and consistent with the provisions of paragraphs 2 and 3 of this section.
 - b. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor unless the disclosures are explained in the Notice of Privacy Practices distributed to the Participants.
 - c. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
2. Restrictions on Plan Sponsor's Use and Disclosure of Protected Health Information.
 - a. The Plan Sponsor will neither use nor further disclose Participant's PHI, except as permitted or required by the Plan documents, as amended, or required by law.
 - b. The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Participant's PHI, agrees to the restrictions and conditions of the Plan of Benefits, with respect to PHI.
 - c. The Plan Sponsor will not use or disclose Participant PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
 - d. The Plan Sponsor will report to the Group Health Plan any use or disclosure of Participant PHI that is inconsistent with the uses and disclosures allowed under this section promptly upon learning of such inconsistent use or disclosure.
 - e. The Plan Sponsor will make PHI available to the Participant who is the subject of the information in accordance with HIPAA.
 - f. The Plan Sponsor will make PHI available for amendment, and will on notice amend Participant PHI, in accordance with HIPAA.
 - g. The Plan Sponsor will track disclosures it may make of Participant PHI so that it can make available the information required for the Group Health Plan to provide an accounting of disclosures in accordance with HIPAA.
 - h. The Plan Sponsor will make available its internal practices, books, and records, relating to its use and disclosure of Participants' PHI, to the Group Health Plan and to the U.S. Department of Health and Human Services to determine compliance with HIPAA.
 - i. The Plan Sponsor will, if feasible, return or destroy all Participant PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control), received from the Group Health Plan, including all copies of and any data or compilations derived from and allowing identification of any Participant who is the subject of the PHI, when the Participants' PHI is no longer needed for the Plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Plan Sponsor will limit the use or disclosure of any Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

3. Adequate Separation Between the Plan Sponsor and the Group Health Plan.

- a. Certain classes of employees or other workforce members under the control of the Plan Sponsor may be given access to Participant PHI received from the Group Health Plan or business associate servicing the Group Health Plan:
- b. These employees will have access to PHI only to perform the Plan administration functions that the Plan Sponsor provides for the Group Health Plan.
- c. These employees will be subject to disciplinary action and sanctions, including termination of employment or affiliation with the Plan Sponsor, for any use or disclosure of Participant PHI in breach or violation of or noncompliance with the provisions of this section of the Plan of Benefits. The Plan Sponsor will promptly report such breach, violation or noncompliance to the Group Health Plan, and will cooperate with the Group Health Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.
- d. Plan Sponsor shall ensure that the separation required by the above provisions will be supported by reasonable and appropriate security measures.

4. Plan Sponsor Obligations to the security of Electronic Protected Health Information (“ePHI”):

Where ePHI will be created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the Group Health Plan, the Plan Sponsor shall reasonably safeguard the ePHI as follows:

- a. Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Group Health Plan. Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect this information;
- b. The Plan Sponsor shall report any security incident of which it becomes aware to the Group Health Plan as provided below.
 - i. In determining how and how often Plan Sponsor shall report security incidents to Group Health Plan, both Plan Sponsor and Group Health Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor and Group Health Plan agree that this Agreement shall constitute the documentation, notice and written report of any such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C, and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with an information system:
 - Pings on a Party’s firewall,
 - Port scans,
 - Attempts to log on to a system or enter a database with an invalid password or username,
 - Denial-of-service attacks that do not result in a server being taken off-line, and
 - Malware (e.g., worms, viruses)

- ii. Plan Sponsor shall, however, separately report to Group Health Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of the Group Health Plan's ePHI of which Plan Sponsor becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Group Health Plan's ePHI; or (c) results in a breach of availability of Group Health Plan's ePHI, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after Plan Sponsor becomes aware of the impact of such security incident upon Group Health Plan's ePHI.

GENERAL INFORMATION

Whereas Plan Sponsor establishes this Group Health Plan and the applicable Benefits, rights and privileges that shall pertain to participating employees, hereinafter referred to as “Employees” and the eligible Dependents of such Employees, as herein defined, for which Benefits are provided through a fund established by the Plan Sponsor and hereinafter referred to as the “Plan of Benefits”:

ADMINISTRATIVE SERVICES ONLY

PAI provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. The Group Health Plan is a self-funded health Plan, and the Plan Sponsor assumes all financial risk and obligation with respect to claims.

CLERICAL ERRORS

Clerical errors by PAI or the Plan Sponsor will not cause a denial of Benefits that should otherwise have been granted, nor will clerical errors extend Benefits that should otherwise have ended.

GOVERNING LAW

The Group Health Plan may be governed by and subject to ERISA and any other applicable federal law. If ERISA or another federal law does not apply, the Group Health Plan is governed by and subject to the laws of the State of South Carolina. If federal law conflicts with any state law, then such federal law shall govern. If any provision of the Group Health Plan conflicts with such law, the Group Health Plan shall automatically be amended solely as required to comply with such state or federal law.

IDENTIFICATION CARD

A Participant must present their Identification Card prior to receiving Benefits.

Having an Identification Card creates no right to Benefits or other services. To be entitled to Benefits, the cardholder must be a Participant whose Premium has been paid. Any person receiving Covered Expenses to which the person is not entitled will be responsible for the charges.

INFORMATION AND RECORDS

PAI and the Plan Sponsor are entitled to obtain such medical and Hospital records as may reasonably be required from any Provider incident to the treatment, payment and health-care operations for the administration of the Benefits hereunder and the attending Physician’s certification as to the Medical Necessity for care or treatment.

LEGAL ACTIONS

No action at law or in equity can be brought under the Group Health Plan until such Participant has exhausted the administrative process (including the exhaustion of all appeals) as described in this booklet. No such action may be brought after the expiration of any applicable period prescribed by law.

MISSTATEMENT OF AGE

If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverage or amounts of Benefits, or both, for which the person is covered shall be adjusted in accordance with the covered individual’s true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Contributions and Benefits will be adjusted on the contribution due date next following the date of the discovery of such misstatement.

NEGLIGENCE OR MALPRACTICE

PAI and the Plan Sponsor do not practice medicine. Any medical treatment, service or Medical Supplies rendered to or supplied to any Participant by a Provider is rendered or supplied by such Provider and not by PAI or the Plan Sponsor. PAI and the Plan Sponsor are not liable for any improper or negligent act, inaction or act of malfeasance of any Provider in rendering such medical treatment, service, Medical Supplies or medication.

NOTICES

Except as otherwise provided in this Plan of Benefits, any notice under the Group Health Plan may be given by United States mail, postage paid and addressed:

1. To PAI:
Planned Administrators, Inc.
Post Office Box 6927
Columbia, South Carolina 29260
2. To a Participant: To the last known name and address listed for the Employee on the membership application. Participants are responsible for notifying PAI of any name or address changes within thirty-one (31) days of the change.
3. To the Plan Sponsor: To the name and address last given to PAI. The Plan Sponsor is responsible for notifying PAI and Participants of any name or address change within thirty-one (31) days of the change.

NO WAIVER OF RIGHTS

On occasion, PAI (on behalf of the Group Health Plan) or the Plan Sponsor may, at their discretion, choose not to enforce all of the terms and conditions of this Plan of Benefits. Such a decision does not mean the Group Health Plan or the Plan Sponsor waives or gives up any rights under this Plan of Benefits in the future.

OTHER INSURANCE

Each Participant must provide the Group Health Plan (and its designee, including PAI) and the Plan Sponsor with information regarding all other Health Insurance Coverage to which such Participant is entitled.

PAYMENT OF CLAIMS

Except for the Participant's Provider, a Participant is expressly prohibited from assigning any right to payment of Covered Expenses or any payment related to Benefits. The Group Health Plan may pay Covered Expenses directly to the Employee or to the Non-Participating Provider upon receipt of due proof of loss for services provided by a Non-Participating Provider. Where a Participant has received Benefits from a Participating Provider or Contracting Provider, the Group Health Plan will pay Covered Expenses directly to such Participating Provider or Contracting Provider.

PHYSICAL EXAMINATION

The Group Health Plan has the right to examine, at their own expense, a Participant whose injury or sickness is the basis of a claim (whether Pre-Service, Post-Service, Concurrent or Urgent Care). Such physical examination may be made as often as the Group Health Plan (through its designee, including PAI) may reasonably require while such claim for Benefits or request for Pre-Authorization is pending.

PLAN AMENDMENTS

Upon thirty (30) days prior written notice, the Plan Sponsor may unilaterally amend the Group Health Plan. Increases in the Benefits provided or decreases in the Premium are effective without such prior notice. Notice of an amendment will be effective when addressed to the Plan Sponsor. PAI has no responsibility to provide individual notices to each Participant when an amendment to the Group Health Plan has been made.

PLAN IS NOT A CONTRACT

This Plan of Benefits constitutes the entire Group Health Plan. The Plan of Benefits will not be deemed to constitute a contract of employment or give any employee of the Plan Sponsor the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge or otherwise terminate the employment of any employee.

PLAN INTERPRETATION

The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of Benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan-connected services; however, final authority to construe and apply the provisions

of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.

REPLACEMENT COVERAGE

If the Group Health Plan replaced the Plan Sponsor's prior Plan, all eligible persons who were validly covered under that Plan on its termination date will be covered on the Plan of Benefits Effective Date of the Group Health Plan, provided such persons are enrolled for coverage as stated in the Eligibility for Coverage Section.

TERMINATION OF PLAN

The Plan Administrator reserves the right at any time to terminate the Group Health Plan by a written instrument to that effect. All previous contributions by the Plan Administrator shall continue to be issued for the purpose of paying Benefits under the provisions of this Plan of Benefits with respect to claims arising before such termination, or shall be used for the purpose of providing similar health Benefits to covered Employees, until all contributions are exhausted.

ADMINISTRATIVE INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded group health and disability Plan and the administration is provided through a Third Party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME

Oconee County Employee Health Plan

PLAN NUMBER: 501-9030512

TAX ID NUMBER: 57-6000391

PLAN EFFECTIVE DATE: 5/1/2014

PLAN YEAR ENDS: April 30

EMPLOYER INFORMATION

Oconee County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

PLAN ADMINISTRATOR

Oconee County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

NAMED FIDUCIARY

Oconee County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

AGENT FOR SERVICE OF LEGAL PROCESS

Oconee County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

CLAIMS ADMINISTRATOR

Planned Administrators, Inc.
P.O. Box 6927
Columbia, SC 29260
1-800-768-4375
www.paisc.com

DEFINITIONS

Capitalized terms that are used in this Plan of Benefits shall have the following defined meanings:

Active Employee: an Employee who is on the regular payroll of the Plan Sponsor and who has begun to perform the duties of his/her job with the Plan Sponsor on a full-time or part-time basis.

Actively at Work: a permanent, full-time employee who works at least the minimum number of hours per week and the minimum number of weeks per year (each as set forth in the ELIGIBILITY section) and who is not absent from work during the initial enrollment period because of a leave of absence or temporary layoff. An absence during the initial enrollment period due to a Health Status Related Factor will not keep an employee from qualifying for Actively at Work status.

Admission: the period of time between a Participant's entry as a registered bed-patient into a Hospital or Skilled Nursing Facility and the time the Participant leaves or is discharged.

Adverse Benefit Determination: any denial, reduction or termination of, or failure to provide or make (in whole or in part) payment for a claim for Benefits, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in a Plan, and including a denial, reduction or termination of, or failure to provide or make payment (in whole or in part) for a Benefit that results from the application of any utilization review as well as a failure to cover an item or service for which Benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

Allowed Amount: the amount the Plan Sponsor agrees to pay a Participating Provider or Non-Participating Provider as payment in full for a service, procedure, supply or equipment. For a Non-Participating Provider, (i) the Allowed Amount shall not exceed the Maximum Payment and (ii) in addition to the Member's liability for deductibles, co-payments and/or co-insurance, the Participant may be balanced billed by the Non-Participating Provider for any difference between the Allowed Amount and the billed charges.

Ambulatory Surgical Center: a licensed facility that:

1. has permanent facilities equipped and operated primarily for the purpose of performing surgical procedures on an outpatient basis; and
2. has continuous Physician services and registered professional nursing service whenever a patient is in the facility; and
3. does not provide accommodations for patients to stay overnight; and
4. is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician or oral surgeon.

Ambulatory Surgical Center includes an endoscopy center.

Benefit Year: the period of time set forth on the Schedule of Benefits. The initial Benefit Year may be more or less than twelve (12) months.

Benefit Year Deductible: the amount, if any, listed on the Schedule of Benefits that must be paid by the Participant each Benefit Year before the Group Health Plan will pay Covered Expenses. The Benefit Year Deductible is subtracted from the Allowed Amount before Coinsurance is calculated. Participants must refer to the Schedule of Benefits to determine if the Benefit Year Deductible applies to the Out-of-Pocket Maximum.

Benefits: medical services or Medical Supplies that are:

1. Medically Necessary; and
2. Pre-Authorized (when required under this Plan of Benefits or the Schedule of Benefits); and

3. Included in this Plan of Benefits; and
4. Not limited or excluded under the terms of this Plan of Benefits.

Birth Center: any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

Brand Name Drug: a Prescription Drug that is manufactured under a registered trade name or trademark.

Calendar Year: January 1st through December 31st of the same year.

Certificate of Creditable Coverage: a document from a group health Plan or insurer that states that a Participant had prior Creditable Coverage with that group health Plan or insurer.

Child: An Employee's child, whether a natural child, adopted child, foster child, stepchild, or child for whom an Employee has custody or legal guardianship. The term "Child" also includes an Incapacitated Dependent, or a child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Group Health Plan. The term "Child" does not include the spouse of an eligible child.

Under ACA and the Health Care and Education Reconciliation Act, "Child" does not include an individual who is eligible for other employer-sponsored coverage if the Group Health Plan is a grandfathered Plan for Plan years beginning before January 1, 2014.

Clean Claim: one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customariness, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

Filing a Clean Claim—A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitutes covered expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, as amendment.

Coinsurance: the sharing of Covered Expenses between the Participant and the Group Health Plan. After the Participant's Benefit Year Deductible requirement is met, the Group Health Plan will pay the percentage of Allowed Amounts as set forth on the Schedule of Benefits. The Participant is responsible for the remaining percentage of the Allowed Amount. Coinsurance is calculated after any applicable Benefit Year Deductible or Co-payment is subtracted from the Allowed Amount based upon the network charge or lesser charge of the Provider.

For Prescription Drug Benefits, Coinsurance means the amount payable by the Participant, calculated as follows:

1. The percentage listed on the Schedule of Benefits; multiplied by
2. The amount listed in the Participating Provider's schedule of allowance for that item calculated at the time of sale;
3. Without regard to any Credit or allowance that may be received by PAI.

Concurrent Care Claim: an ongoing course of treatment to be provided over a period of time or number of treatments.

Continued Stay Review: the review that must be obtained by a Participant (or the Participant's representative) regarding an extension of an Admission to determine if an Admission for longer than the time that was originally Pre-Authorized is Medically Necessary (when required).

Co-payment: the amount specified on the Schedule of Benefits that the Participant must pay directly to the Provider each time the Participant receives Benefits.

Cosmetic Dentistry: unnecessary dental procedures ("cosmetic" dental procedures may be covered if necessary due to an accident while covered under this Plan).

Cosmetic Surgery: medically unnecessary surgical procedures, usually, but not limited to plastic surgery directed toward preserving beauty or correction scars, burns or disfigurements ("cosmetic" procedures may be covered if necessary due to a disfiguring procedure while covered under this plan).

Covered Charge(s): those Medically Necessary services or supplies that are covered under this Plan.

Covered Expenses: the amount payable by the Group Health Plan for Benefits. The amount of Covered Expenses payable for Benefits is determined as set forth in this Plan of Benefits and at the percentages set forth in the Schedule of Benefits. Covered Expenses are subject to the limitations and requirements set forth in the Plan of Benefits and on the Schedule of Benefits. Covered Expenses will not exceed the Allowed Amount.

Credit: financial credits (including rebates and/or other amounts) to PAI directly from drug manufacturers or other Providers through a Pharmacy Benefit Manager (PBM). Credits are used to help stabilize overall rates and to offset expenses and may not be payable to Plan Sponsor or Participants.

Reimbursements to a Participating Pharmacy, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance that a Participant must pay for Prescription Drugs is based on the Allowed Amount at the Pharmacy and does not change due to receipt of any Credit received by PAI. Co-payments are not affected by any Credit.

Creditable Coverage: benefits or coverage provided under any of the following (each capitalized term as defined under HIPAA unless defined in this Plan of Benefits):

1. A group health Plan;
2. Health Insurance Coverage;
3. Medicare: Part A or Part B, Title XVIII of the Social Security Act;
4. Medicaid: Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928;
5. Title 10 United States Code Chapter 55 (i.e. medical and dental care for members and certain former members of the uniformed forces and their Dependents);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool, including South Carolina Health Insurance Pool (SCHIP);
8. A state Children's Health Insurance Program (S-CHIP);
9. A health Plan offered under Chapter 89 of Title 5, United States Code (Federal Employees Health Benefits Act);
10. A public health Plan, including that of the U.S. Federal Government as well as that of a foreign country or its political subdivision; or
11. A health benefit Plan under Section 5(e) of 22 United States Code 2504(e), the Peace Corps Act.

Creditable Coverage does not include coverage consisting solely of Excepted Benefits (as defined within the definition of Health Insurance Coverage).

Custodial Care: care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding, or supervision over medication which could normally be self-administered.

Dependent: an individual who is:

1. An Employee's spouse (NOT to include an individual of the same sex as the Employee); or
2. A Child under the age set forth in the Eligibility for Coverage section; or
3. An Incapacitated Dependent.

The following persons are excluded as Dependents:

1. Other individuals living in the covered Employee's home, but are not eligible as defined;
2. The divorced former spouse of the Employee;
3. Any person who is on active duty in any military service of any country; or
4. Any person who is covered under the Plan as an Employee.

Detoxification: a Hospital service providing treatment to diminish or remove from a Patient's body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical-dependent person.

Discount Services: services (including discounts on services) that are not Benefits but may be offered to Participants from time to time as a result of being a Participant.

Durable Medical Equipment: equipment that:

1. Can stand repeated use; and
2. Is Medically Necessary; and
3. Is customarily used for the treatment of a Participant's illness, injury, disease or disorder; and
4. Is appropriate for use in the home; and
5. Is not useful to a Participant in the absence of illness or injury; and
6. Does not include appliances that are provided solely for the Participant's comfort or convenience; and
7. Is a standard, nonluxury item (as determined by the Group Health Plan); and
8. Is ordered by a medical doctor, oral surgeon, podiatrist or osteopath.

Prosthetic Devices, Orthopedic Devices and Orthotic Devices are considered Durable Medical Equipment. Items such as air conditioners, dehumidifiers, whirlpool baths, and other equipment that have nontherapeutic uses are not considered Durable Medical Equipment.

Emergency Admission Review: the review that must be obtained by a Participant (or the Participant's representative) within twenty-four (24) hours of or by the end of the first working day after the commencement of an Admission to a Hospital to treat an Emergency Medical Condition.

Emergency Medical Condition: a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the Participant, or with respect to a pregnant Participant, the health of the Participant or her unborn child, in serious jeopardy; or
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Employee: any employee of the Employer (also known as Plan Sponsor) who is eligible for coverage as provided in the eligibility section of this Plan of Benefits, and who is so designated to PAI by the Employer (also known as Plan Sponsor).

Employer: the entity providing this Plan of Benefits, also known as Plan Sponsor.

Employer Effective Date: the date PAI begins to provide services under this Plan of Benefits, also known as Plan Sponsor Effective Date.

Enrollment Date: the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Experimental or Investigational: surgical procedures or medical procedures, supplies, devices or drugs that, at the time provided, or sought to be provided, are in the judgment of PAI not recognized as conforming to generally accepted medical practice, or the procedure, drug or device:

1. Has not received required final approval to market from appropriate government bodies; or
2. Is one about which the peer-reviewed medical literature does not permit conclusions concerning its effect on health outcomes; or
3. Is not demonstrated to be as beneficial as established alternatives; or
4. Has not been demonstrated to improve net health outcomes; or
5. Is one in which the improvement claimed is not demonstrated to be obtainable outside the experimental or investigational setting.

Excepted Benefits: benefits or coverage that does not constitute Creditable Coverage:

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

If offered separately:

1. Limited scope dental or vision benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
3. Such other similar, limited benefits as specified in regulations.

If offered as independent, non-coordinated benefits:

1. Coverage only for a specified disease or illness;

2. Hospital indemnity or other fixed indemnity insurance.

If offered as a separate insurance policy:

1. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);
2. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
3. Similar supplemental coverage under a group health Plan.

Family Unit: the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Formulary: a list of prescription medications compiled by the third party payor of safe, effective therapeutic drugs specifically covered by this Plan.

Foster Child: an unmarried child under the limiting age shown in the Eligibility for Coverage section of this Plan for whom a covered Employee has assumed a legal obligation. All of the following conditions must be met:

1. the child is being raised as the covered Employee's;
2. the child depends on the covered Employee for primary support;
3. the child lives in the home of the covered Employee; and
4. the covered Employee may legally claim the child as a federal income tax deduction.

A covered Foster Child is not a child temporarily living in the covered Employee's home; one placed in the covered Employee's home by a social service agency which retains control of the child; or whose natural parent(s) may exercise or share parental responsibility and control.

Generic Drug: a Prescription Drug that has a chemical structure that is identical to and has the same bioequivalence as a Brand Name Drug but is not manufactured under a registered brand name or trademark or sold under a brand name. The Pharmacy Benefit Manager has the discretion to determine if a Prescription Drug is a Generic Drug.

Genetic Information: information about genes, gene products (messenger RNA and transplanted protein) or genetic characteristics derived from a Participant or family member of the Participant. Genetic Information includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, Genetic Information shall not include routine physical measurements, chemical, blood, and urine analyses unless conducted to diagnose a genetic characteristic; tests for abuse of drugs; and tests for the presence of human immunodeficiency virus.

Grace Period: a period of time as determined by the Plan Sponsor that allows for the Participant to pay any Premium due.

Group Health Plan: an employee welfare benefit plan adopted by the Plan Sponsor to the extent that such Plan provides health benefits to employees or their dependents, as defined under the terms of such Group Health Plan, directly or through insurance, reimbursement or otherwise. This Plan of Benefits is a Group Health Plan.

Health Insurance Coverage: benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any Hospital or medical service policy or certificate, Hospital or medical service Plan contract, or health maintenance organization contract offered by a health insurance issuer. Health Insurance Coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

Health Status Related Factor: information about a Participant's health, including health status, medical conditions (including both physical and mental illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability (including conditions arising out of acts of domestic violence), or disability.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

Home Health Care Agency: an agency or organization licensed by the appropriate state regulatory agency to provide Home Health Care.

Home Health Care Plan: must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

Home Health Care Services and Supplies: part-time or intermittent nursing care, health aide services, or physical, occupational, or speech therapy provided or supervised by a Home Health Agency and provided to a homebound Participant in such Participant's private residence.

Hospice Agency: an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan: a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

Hospice Care Services and Supplies: those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit: a facility or separate Hospital Unit that provides treatment under a Hospice Care Plan and admits at least two unrelated persons who are expected to die within six months.

Hospital: a short-term, acute-care facility licensed as a hospital by the state in which it operates. A Hospital is engaged primarily in providing medical, surgical, or acute behavioral health diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of licensed Physicians, and continuous twenty-four (24) hour-a-day services by licensed, registered, graduate nurses physically present and on duty. The term Hospital does not include Long Term Acute Care Hospitals, chronic care institutions or facilities that principally provide custodial, rehabilitative or long-term care, whether or not such institutions or facilities are affiliated with or are part of a Hospital. A Hospital may participate in a teaching program. This means medical students, interns, or residents participating in a teaching program may treat Participants.

Identification Card: the card issued by PAI to a Participant that contains the Participant's identification number.

Incapacitated Dependent: a Dependent who is incapable of financial self-sufficiency by reason of mental or physical disability.

Independent Review Organization: An external review organization approved by the South Carolina Department of Insurance and accredited by a nationally recognized private accrediting organization, and not affiliated with the health carrier.

Illness: a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

Injury: an accidental physical Injury to the body caused by unexpected means.

Intensive Care Unit: a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit". It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special life saving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Late Enrollee: an Employee who enrolls under this Group Health Plan other than during:

1. The first period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days; or
2. A Special Enrollment period (as set forth in the Eligibility for Coverage section).

Legal Guardian: a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

Lifetime: a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of a Participant.

Mail Service Pharmacy: a Pharmacy maintained by the Pharmacy Benefit Manager that fills prescriptions and sends Prescription Drugs by mail.

Maternity Management Program: the voluntary program offered by the Group Health Plan to Participants who are pregnant.

Maximum Allowable Charge: is the lesser of:

- The Usual and Customary amount,
- The allowable charge specified under the terms of the Plan,
- The negotiated rate established in a contractually arrangement with a provider, or
- The actual billed charges for the covered services.

In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary charge. **This does not, however, remove the Plan Administrator's discretionary authority to decide whether a charge should be subject to Usual and Customary guidelines, regardless of the network schedule allowance. The Plan Administrator also retains the discretionary authority to decide if a charge is a Medically Necessary and Reasonable service.**

The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, upcoding, duplicate charges, and charges for services not performed.

Maximum Payment: the maximum amount the Group Health Plan will pay for a particular Benefit. The Maximum Payment will not be affected by any Credit. The Maximum Payment will be one of the following:

1. The actual charge submitted to the Plan Supervisor for the service, procedure, supply or equipment by a Provider; or
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist; or
3. An amount that has been agreed upon in writing by a Provider and the network used by the Plan Sponsor based upon factors including but not limited to, (i) governmental reimbursement rates applicable to the service, procedure, supply or equipment, or (ii) reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved, geographic location and the circumstances giving rise to the need for the service, procedure, supply or equipment; or
4. The lowest amount of reimbursement allowed for the same or similar services, procedure, supply or equipment when provided by a Participating Provider.

Medical Care Facility: a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Child Support Order: any judgment, decree or order (including an approved settlement agreement) issued by a court of competent jurisdiction or a national medical support notice issued by the applicable state agency that:

1. Provides child support with respect to a child or provides for health benefit coverage to a child, is made pursuant to a state domestic relations law (including a community property law), and relates to the Plan of Benefits;
2. Enforces a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health Plan.
3. A Medical Child Support Order must clearly specify:
 - a. The name and the last known mailing address (if any) of each participant employee and the name and mailing address of each alternate recipient covered by the order; and
 - b. A reasonable description of the type of coverage to be provided by the group health Plan to each such alternate recipient or the manner in which such type of coverage is to be determined; and
 - c. The period to which such order applies; and
 - d. Each group health Plan to which such order applies.
4. If the Medical Child Support Order is a national medical support notice, the order must also include:
 - a. The name of the issuing agency; and
 - b. The name and mailing address of an official or agency that has been substituted for the mailing address of any alternate recipient; and
 - c. The identification of the underlying Medical Child Support Order.
5. A Medical Child Support Order meets the requirement of this definition only if such order does not require a group health Plan to provide any type or form of the requirements of a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section of 13822 of the Omnibus Budget Reconciliation Act of 1993).

Medical Emergency: a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

Medical Non-Emergency Care: care which can safely and adequately be provided other than in a Hospital.

Medically Necessary/Medical Necessity/Medical Care Necessity: health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
3. not primarily for the convenience of the patient, Physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Medical Record Review: in the event that the Plan, based upon a medical record review and audit, determines that a different treatment or different quantity of a drug or supply was provided which is not supported in the billing, then the plan Administrator may determine the Maximum Allowable Charge according to the medical record review and audit results.

Medical Supplies: supplies that are:

1. Medically Necessary; and

2. Prescribed by a Physician acting within the scope of his or her license (or are provided to a Participant in a Physician's office); and
3. Are not available on an over-the-counter basis (unless such supplies are provided to a Participant in a Physician's office and should not (in PAI's discretion) be included as part of the treatment received by the Participant); and
4. Are not prescribed in connection with any treatment or benefit that is excluded under this Plan of Benefits.

Medicare: the Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental Health Conditions: certain psychiatric disorders or conditions defined in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and are not otherwise excluded by the terms and conditions of this Plan of Benefits. The conditions as mandated by the State of South Carolina are:

1. Bipolar Disorder;
2. Major Depressive Disorder;
3. Obsessive Compulsive Disorder;
4. Paranoid and Other Psychotic Disorder;
5. Schizoaffective Disorder;
6. Schizophrenia;
7. Anxiety Disorder;
8. Post-traumatic Stress Disorder; and
9. Depression in childhood and adolescence.

Mental Health Parity: Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this Plan applies the terms **uniformly** and enforces parity between covered health care Benefits and covered mental health and substance disorder Benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Mental Health Services: treatment (except Substance Abuse Services) for a condition that is defined, described or classified as a psychiatric disorder or condition in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and is not otherwise excluded by the terms and conditions of this Plan of Benefits.

Midwife: a person who is certified or licensed to assist women in the act of childbirth.

Milieu Therapy: type of treatment in which the patient's social environment is manipulated for his/her benefit.

Morbid Obesity: a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Participant.

Natural Teeth: teeth that:

1. Are free of active or chronic clinical decay; and
2. Have at least 50% bony support; and
3. Are functional in the arch; and

4. Have not been excessively weakened by multiple dental procedures; or
5. Teeth that have been treated for one (1) or more of the conditions referenced in 1-4 above and, as a result of such treatment, have been restored to normal function.

No-fault Auto Insurance: basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Non-Participating Provider: any Provider who does not have a current, valid contract with one of the networks used by this Plan of Benefits.

Non-Preferred Brand Name Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer but does not appear on the list of Preferred Brand Name Drugs and has not been chosen by PAI or its designated Pharmacy Benefit Manager to be a Preferred Brand Name Drug, including any Brand Name Drug with an "A" rated Generic Drug available.

Orthognathic surgery: surgery performed on the bones of the jaws to change their positions. Orthognathic surgery is corrective facial surgery where deformities of the jaw exist. It may be indicated for functional, cosmetic, or health reasons. It is surgery commonly done on the jaws in conjunction with orthodontic treatment, which straightens the teeth.

Orthopedic Device: any rigid or semirigid leg, arm, back or neck brace and casting materials that are used directly for the purpose of supporting a weak or deformed body member or restricting or eliminating motion in a diseased or injured part of the body.

Orthotic Device: any device used to mechanically assist, restrict, or control function of a moving part of the Participant's body.

Other Plan: includes, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or guarantor of a responsible party;
6. Any policy of insurance from any insurance company or guarantor of a third party;
7. Worker's compensation or other liability insurance company; or
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Outpatient Care and/or Services: treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or X-ray facility, and Ambulatory Surgical Center, or the patient's home.

Out-of-Pocket Maximum: the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses incurred during a Benefit Year that a Participant will be required to pay. The Out-of-Pocket Maximum is Coinsurance payable by the Participant. Co-payments and Benefit Year Deductibles may not apply toward the Out-of-Pocket Maximum (as set forth on the Schedule of Benefits).

Over-the-Counter Drug: a drug that does not require a prescription.

Paid Claim: for contractual purpose of this Plan, means a claim will be deemed Paid on the date a check is cut for the services rendered.

Partial Hospitalization: an outpatient program specifically designed for the diagnosis or active treatment of a Mental Disorder or Substance Abuse when there is a reasonable expectation for improvement or when it is necessary

to maintain a patient's functional level and prevent relapse; this program shall be administered in a psychiatric facility which is accredited by the Joint Commission on Accreditation of Health Care Organizations and shall be licensed to provide partial hospitalization services, if required, by the state in which the facility is providing these services. Treatment lasts less than 24 hours, but more than four hours a day and no charge is made for room and board.

Participant: an Employee or Dependent who has enrolled (and qualifies for coverage) under this Plan of Benefits. A Participant may also include individuals who meet the criteria under the "other eligible group classifications" as defined in the Eligibility section of this document.

Participant Effective Date: the date on which a Participant is covered for Benefits under the terms of this Plan of Benefits.

Participating Provider: a Physician, Hospital or other Provider who has a signed contract with one of the networks used by this Plan of Benefits and who has agreed to provide Benefits to a Participant and submit claims to PAI and to accept the Allowed Amount as payment in full for Benefits. The participating status of a Provider may change.

Pharmacy: a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

Physician: a person who is:

1. Not an:
 - a. Intern; or
 - b. Resident; or
 - c. In-house physician; and
2. Duly licensed by the appropriate state regulatory agency as a:
 - a. Medical doctor; or
 - b. Oral surgeon; or
 - c. Osteopath; or
 - d. Podiatrist; or
 - e. Chiropractor; or
 - f. Optometrist; or
 - g. Psychologist with a doctoral degree in psychology; and
3. Legally entitled to practice within the scope of his or her license; and
4. Customarily bills for his or her services.

Physician Services: the following services, performed by a Physician within the scope of his or her license, training and specialty and within the scope of generally acceptable medical standards as determined by PAI:

1. Office visits, which are for the purpose of seeking or receiving care for an illness or injury; or
2. Basic diagnostic services and machine tests;
3. Physician Services includes the following services when performed by a medical doctor, osteopath, podiatrist or oral surgeon, but specifically excluding such services when performed by a chiropractor, optometrist, or licensed psychologist with a doctoral degree:
 - a. Benefits rendered to a Participant in a Hospital or Skilled Nursing Facility; or
 - b. Benefits rendered in a Participant's home; or
 - c. Surgical Services; or

- d. Anesthesia services, including the administration of general or spinal block anesthesia; or
- e. Radiological examinations; or
- f. Laboratory tests; or
- g. Maternity services, including consultation, prenatal care, conditions directly related to pregnancy, delivery and postpartum care, and delivery of one or more infants. Physician Services also include maternity services performed by certified nurse midwives.

Plan: any program that provides benefits or services for medical or dental care or treatment including:

1. Individual or group coverage, whether insured or self-insured. This includes, but is not limited to, prepayment, group practice or individual practice coverage; and
2. Coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage is a separate Plan for purposes of this Plan of Benefits. If a Plan has two (2) or more parts and the coordination of benefits rules apply only to one (1) of the parts, each part is considered a separate Plan.

Plan Administrator: the entity charged with the administration of the Plan of Benefits. The Plan Sponsor is the Plan Administrator of this Plan of Benefits.

Plan of Benefits: This Plan of Benefits including, the membership application, the Schedule of Benefits, and all endorsements, amendments, riders or addendums.

Plan of Benefits Effective Date: 12:01 AM on the date listed on the Schedule of Benefits.

Plan Sponsor: also known as the Employer.

Plan Year: the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

Post-Service Claim: any claim that is not a Pre-Service Claim.

Pre-Admission Review: the review that must be obtained by a Participant (or the Participant's representative) prior to all Admissions that are not related to an Emergency Medical Condition.

Pre-Authorized/Pre-Authorization: the approval of Benefits based on Medical Necessity prior to the rendering of such Benefits to a Participant. Pre-Authorization means only that the Benefit is Medically Necessary. Pre-Authorization is not a guarantee of payment or a verification that Benefits will be paid or are available to the Participant. Notwithstanding Pre-Authorization, payment for Benefits is subject to a Participant's eligibility and all other limitations and exclusions contained in this Plan of Benefits. A Participant's entitlement to Benefits is not determined until the Participant's claim is processed.

Pre-Existing Condition(s): a physical or mental condition, regardless of the cause, for which medical advice, diagnosis, care or treatment was received or recommended during the six (6) month period preceding the Enrollment Date, if applicable. Genetic Information may not be treated as a Pre-Existing Condition in the absence of a diagnosis of the specific condition related to the Genetic Information. Pre-Existing Condition applies only to Participants age 19 or older for claims with dates of service prior to June 1, 2014.

Preferred Brand Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer and appears on the list of Preferred Brand Drugs.

Preferred Brand Name Drug: a Prescription Drug that has been reviewed for cost effectiveness, clinical efficacy and quality that is preferred by the Pharmacy Benefit Manager for dispensing to Participants. Preferred Brand Name Drugs are subject to periodic review and modification by PAI, or its designated Pharmacy Benefit Manager, and include Brand Name Drugs and Generic Drugs.

Pregnancy: childbirth and conditions associated with Pregnancy, including complications.

Premium: the monthly amount paid to the Plan Sponsor by the Participant for coverage under this Plan of Benefits. Payment of Premiums by the Participant constitutes acceptance by the Participant of the terms of this Plan of Benefits.

Prescription Drugs: a drug or medicine that is:

1. Required to be labeled that it has been approved by the Food and Drug Administration; and
2. Bears the legend “Caution: Federal Law prohibits dispensing without a prescription” or “Rx Only” prior to being dispensed or delivered, or labeled in a similar manner; or
3. Insulin.

Additionally, to qualify as a Prescription Drug, the drug must:

1. Be ordered by a medical doctor or oral surgeon as a prescription; and
2. Not be entirely consumed at the time and place where the prescription is dispensed; and
3. Be purchased for use outside a Hospital.

Prescription Drugs also include the following, which otherwise may not meet the definition of Prescription Drugs:

1. DESI drugs – These drugs are determined by the FDA (Food and Drug Administration) as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the medications’ uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today’s marketplace.
2. Controlled substance 5 (CV) OTC’s are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medications as OTC. However, depending on certain state Pharmacy laws, the medications may be considered prescription medications and are, therefore, all covered.
3. Single entity vitamins – These vitamins have indications in addition to their use as nutritional supplements. For this reason, Plan supervisor recommends covering these medications. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system; vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage; and folic acid for the treatment of megaloblastic and macrocytic anemias.

Prescription Drug Co-payment: the amount payable, if any, set forth on the Schedule of Benefits, by the Participant for each Prescription Drug filled or refilled. This amount will not be applied to the Benefit Year Deductible or the Out-of-Pocket Maximum.

Pre-Service Claim: any claim or request for a Benefit where prior authorization or approval must be obtained from BlueCross Medical Review Department before receiving the medical care, service or supply.

Primary Plan: a Plan whose benefits must be determined without taking into consideration the existence of another Plan.

Prior to Effective Date or After Termination Date: dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminate, unless Extension of Benefits applies.

Protected Health Information (PHI): Protected Health Information as that term is defined under HIPAA.

Prosthetic Device: any device that replaces all or part of a missing body organ or body member, except a wig, hairpiece or any other artificial substitute for scalp hair.

Provider: any person or entity licensed by the appropriate state regulatory agency and legally engaged within the scope of such person or entity's license in the practice of any of the following:

- ◆ Medicine
- ◆ Dentistry
- ◆ Optometry
- ◆ Podiatry
- ◆ Chiropractic Services
- ◆ Physical Therapy
- ◆ Behavioral Health
- ◆ Oral Surgery
- ◆ Speech Therapy
- ◆ Occupational Therapy

Provider includes a long-term-care Hospital, a Hospital, a rehabilitation facility, Skilled Nursing Facility, and nurses practicing in expanded roles (such as pediatric nurse practitioners, family practice nurse practitioners and certified nurse midwives) when supervised by a medical doctor or oral surgeon. The term Provider does not include physical trainers, lay midwives or masseuses.

Qualified Medical Child Support Order (QMCSO): a Medical Child Support Order that:

1. Creates or recognizes the existence of an Alternate Recipient's right to enroll under this Plan of Benefits; or
2. Assigns to an Alternate Recipient the right to enroll under this Plan of Benefits.

Qualifying Event: for continuation of coverage purposes, a Qualifying Event is any one of the following:

1. Termination of the Employee's employment (other than for gross misconduct) or reduction of hours worked that renders the Employee no longer Actively at Work and therefore ineligible for coverage under the Plan of Benefits;
2. Death of the Employee;
3. Divorce or legal separation of the Employee from his or her spouse;
4. A Child ceasing to qualify as a Dependent under this Plan of Benefits.
5. Entitlement to Medicare by an Employee, or by a parent of a Child;
6. A proceeding in bankruptcy under Title 11 of the United States Code with respect to an Employer from whose employment an Employee retired at any time.

Reasonable and/or Reasonableness: in the administrator's discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of illness or injury not caused by the treating Provider. Determination that fee(s) or services are reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of injury or illness necessitating the service(s) and/or charge(s).

This determination will consider, but will not be limited to, the findings and assessments of the following entities: (a) The national Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients, are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to the Plan Administrator. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or service(s) are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from Provider error(s) and/or facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration but not limited to CMS guidelines.

The Plan reserves for itself and parties acting on behalf of the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not Reasonable and therefore not eligible for payment by the Plan.

Rescission: a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage is not a Rescission if the cancellation or discontinuance of coverage:

1. Has only a prospective effect; or
2. Is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage.

A Rescission retroactively canceling coverage is permitted if an individual performs an act, practice or omission that constitutes fraud or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan or coverage.

Retired Employee: a former Active Employee of the Plan Sponsor who was retired while employed by the Plan Sponsor under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the Retired Employee.

Schedule of Benefits: the pages of this Plan of Benefits so titled that specify the coverage provided and the applicable Co-payments, Coinsurance, Benefit Year Deductibles and Benefit limitations.

Second Opinion: an opinion from a Physician regarding a service recommended by another Physician before the service is performed, to determine whether the proposed service is Medically Necessary and covered under the terms of this Plan of Benefits.

Secondary Plan: the Plan that has secondary responsibility for paying a Participant's claim as determined through the coordination of benefits provisions of this Plan of Benefits.

Sickness: For a covered Employee and covered Spouse: Illness, disease or Pregnancy.

For a covered Dependent other than Spouse: Illness or disease.

Skilled Nursing Facility: a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an inpatient basis to person convalescing from Injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mentally challenged, Custodial or education care or care of Mental Disorders.
7. It is approved and licensed by Medicare.

This term also applies to charges incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital, long-term acute care facility or any other similar nomenclature.

Special Enrollment: the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Plan of Benefits may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility For Coverage section of this Plan of Benefits.

Specialist: a Physician who specializes in a particular branch of medicine.

Specialty Drugs: Prescription Drugs that treat a complex clinical condition and/or require special handling such as refrigeration. They generally require complex clinical monitoring, training and expertise. Specialty Drugs include, but are not limited to, infusible Specialty Drugs for chronic diseases, injectable and self-injectable drugs for acute and chronic diseases, and specialty oral drugs. Specialty Drugs are used to treat acute and chronic disease states (e.g. growth deficiencies, hemophilia, multiple sclerosis, rheumatoid arthritis, Gaucher's Disease, hepatitis, cancer, organ transplantation, Alpha 1-antitrypsin disease and immune deficiencies).

Spinal Manipulation/Chiropractic Care: skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Substance Abuse: the continued use, abuse and/or dependence on legal or illegal substance(s), despite significant consequences or marked problems associated with the use (as defined, described or classified in the most current version of *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association).

Substance Abuse Services: services or treatment relating to Substance Abuse.

Totally Disabled: means the complete inability of the Participant to perform the important daily duties of the Participant's occupation, for which the Participant is reasonably suited by education, training or experience. As applied to a Participant who is a Dependent, the term means the Dependent is prevented solely because of a non-occupational injury or non-occupational disease from engaging in all of the normal activities of a person in good health and of like age. The Participant must provide a Physician's statement of disability upon periodic request by the Group Health Plan.

Transplant: The transfer of organs or tissues, including bone marrow, stem cells and cord blood, from human to human. Transplants are covered only at facilities approved by PAI in writing and include only those procedures that otherwise are not excluded by this Plan of Benefits. Pre-Authorization is required. Transplant Physician Charges are subject to the Benefit Year Deductible.

Transplant Benefit Period: the period of time that for Transplant of:

1. an organ, the period that begins one day prior to the Admission date for Transplant and continues for a 12-month period. Anti-rejection drugs are not subject to the Transplant Benefit Period; or
2. bone marrow, the period that begins one day prior to the date marrow ablative therapy begins, or one day prior to the day the preparative regimen for non-myeloablative Transplant begins and continues for a twelve (12) month period. Mobilization therapy and stem-cell harvest are also included. Anti-rejection drugs are not subject to the Transplant Benefit Period.

Urgent Care: treatment required in order to treat an unexpected illness or injury that is life-threatening and required in order to prevent a significant deterioration of the Participant's health if treatment were delayed.

Urgent Care Claim: any claim for medical care or treatment where making a determination under other than normal time frames could seriously jeopardize the Participant's life or health or the Participant's ability to regain maximum function; or, in the opinion of a medical doctor or oral surgeon with knowledge of the Participant's medical condition, would subject the Participant to severe pain that could not be managed adequately without the care or treatment that is the subject of the claim.

Usual and Customary (U & C): Only Usual and Customary charges are covered expenses. When determining whether an expense is Usual and Customary, the Plan Administrator will take into consideration the fee(s) which the provider most frequently charges the majority of patients for the service or supply, and the prevailing range of fees charged in the same "area" by provider of similar training and experience for the service or supply. The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is

necessary to obtain a representative cross-section of providers, person or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of the same sex, comparable age and who receive such services or supplies within the same geographic locale.

The term “Usual and Customary” does not necessarily mean the actual charge made nor the specific service or supply furnished to a Participant by a provider of services or supplies, such as a physician, therapist, nurse, hospital, or pharmacist. The Plan Administrator will determine what the Usual and Customary charge is, for any procedure, service, or supply, and has the discretionary authority to decide whether a specific procedure, service or supply is Usual and Customary.

Usual and Customary charges may alternatively be determined and established by the Plan using normative data such as Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer’s retail pricing (MRP) for supplies and devices. In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary Charge. This does not, however, remove the Plan Administrator’s discretionary authority to decide whether a charge is Usual and Customary.

Waiting Period: a period of continuous employment with the Plan Sponsor that an Employee must complete before becoming eligible to enroll in the Plan of Benefits.

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Oconee County
Employee Medical Benefits Plan
Effective Date: May 1, 2014

Plan Document Signature Page

Employer hereby amends and restates by this Plan Document an employee welfare benefit plan. It is intended that this Plan Document will serve to describe the nature, funding and benefits of the Plan.



By

T. SCOTT MOULDER

Typed/Printed Name

OCCONEE COUNTY ADMINISTRATOR

Title

6/18/14
Date



Oconee County
Plan Sponsor
OconeeCountyPD2014

pa

Post Office Box 6927, AG-970
Columbia, South Carolina 29260

p 800 | 768 | 4375
f 803 | 462 | 16818

**Oconee County Ordinance 2016-24
EXHIBIT A**

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

THESE RETIREE HEALTH INSURANCE PLAN (THE "PLAN") PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY'S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of "ATTACHMENT C" to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the "County") acting by and through the Oconee County Council ("County Council") currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
 - a. "Grandfathered Employees" are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
 - b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were

actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.

- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d. below,
 - d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
 - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).
5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.
- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
 - b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
 - c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.
 - d. No Subsidy will be provided Non-grandfathered Employees or their spouses.

6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

Summary:

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or Subsidy.

Current Retirees

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2017-2018 fiscal year for the School District of Oconee County:

School Operations	\$	66,463,508
School Debt	\$	<u>17,098,280</u>
Total School District	\$	83,561,788

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2017 and ending June 30, 2018 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 6

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2017.

Adopted in meeting duly assembled this ____ day of June, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick
Chairwoman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading (Title Only): May 16, 2017
Second Reading: June 6, 2017
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

For the fiscal year beginning July 1, 2017 and ending June 30, 2018, \$698,200 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforestated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2017 and ending June 30, 2018, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforestated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

SECTION 4

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 5

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2017.

Adopted in meeting duly assembled this ____ day of June, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick,
Chairwoman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading (Title Only): May 16, 2017
Second Reading: June 6, 2017
Public Hearing:
Third Reading:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading [in Title Only] of Ordinance 2017-09 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SIGN CONTROL, ONLY; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Proposed Ordinance 2017-09 stems from the zoning official’s interpretation of the currently adopted definition of “billboard”, specifically, the requirements of Sec. 32-520(b). No billboard visible (other than an in an incidental manner) from a four-lane road located within the unincorporated areas of the county, shall be erected within 1,300 feet of an existing billboard located on the same road. Currently, a business wishing to construct a new sign advertising their business, greater than fifty square feet and within 1,300 feet of an existing billboard, would have their sign also classified as a billboard. The sign/billboard would violate Sec. 32-520. and require a variance from the Board of Zoning Appeals.

Ord. 2017-09 will amend the definition of “billboard” to further differentiate between an off-premise billboard and an on-premise, commercial or industrial sign advertising the business at that physical location. To achieve this Ord. 2016-39 will amend Sec. 32-519. - Terms and definitions. to modify that definition.

In addition, and due to concerns raised at the Planning Commission from Commissioners and members of the public in regards to visual aesthetics of the community, Ord. 2016-39 will amend Sec. 32-520 Requirements for billboards and other commercial signs. to add this statement:

“No sign shall contain more than 75 feet of sign area per sign face. This excludes building-mounted signs and structures considered billboards as defined by this chapter, which may contain up to 672 square feet of sign area.”

On May 1, 2017, the Planning Commission voted, 7-0 to recommend that County Council adopt Ord. 2017-09.

Please refer to Attachment A.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

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

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

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading [in Title Only] of Ordinance 2016-40.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-09**

**AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE
COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED
REGARDS AND PARTICULARS PERTAINING TO SIGN
CONTROL, ONLY; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 32 of the Code of Ordinances contains terms, provisions and procedures applicable to performance standards in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances involving signs and billboards; and

WHEREAS, County Council has therefore determined to modify Chapters 32 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article 8 of Chapter 32 of the Code of Ordinances, entitled *SIGN CONTROL*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Article 8 of Chapter 32 of the Code or Ordinances of the land use performance standards of the County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and

as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 8 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapters 32 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Katie Smith,
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 6, 2017
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2017-09

ARTICLE VIII. - SIGN CONTROL

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as code enforcement officers and personnel employed by the Sheriff of the county shall be vested with the authority to enforce and administer signage control within the county.

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code § 57-25-110, *et seq.*, and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to adoption of this article, or duly permitted by an agency of the county subsequent to adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, , advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the South Carolina Department of Transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

Sec. 32-520. - Requirements for billboards and other commercial signs.

- (a) Unless exempted hereby, all signs and billboards erected in the unincorporated areas of Oconee County shall be permitted under the provisions of this article.
- (b) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the location of an existing billboard to the proposed site.
- (c) Signs with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two lane roads. No billboards or signs with a sign area greater than 75 square feet shall be permitted on two lane roads.
- (d) No sign shall contain more than 75 feet of sign area per sign face. This excludes building-mounted signs and structures considered billboards as defined by this chapter, which may contain up to 672 square feet of sign area.
- (e) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.
- (f) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of Oconee County, as such, the following materials shall be submitted to the Community Development Director or his/her designee at the time of application:
 - (1) A completed application form;
 - (2) A detailed site plan prepared and stamped by a surveyor licensed by the State of South Carolina, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article;

- (3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the State of South Carolina;
- (4) Appropriate fees.
- (g) No stacked billboards shall be permitted within the unincorporated areas of Oconee County.
- (h) An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by an the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-521. - Exemptions.

Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from these regulations.

Sec. 32-522. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

Sec. 32-523. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the Community Development Director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting reason for extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permit, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

Sec. 32-524. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 dollars or imprisoned for 30 days or both.

Secs. 32-525—32-600. - Reserved.

ARTICLE VIII - SIGN CONTROL

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all ~~billboard~~ signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as code enforcement officers and personnel employed by the Sheriff of the county shall be vested with the authority to enforce and administer signage control within the county, ~~in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted hereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.~~

(Ord. No. 2007-09, § 2(2), 8-21-2007)

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All ~~billboards and signs to which this article applies which are billboard~~ constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. ~~Billboards and signs~~ existing at the time of adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

(Ord. No. 2007-09, § 3, 8-21-2007)

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned ~~billboard or~~ sign means a ~~billboard or~~ sign which is not being maintained as required by S.C. Code of Laws § 57-25-110, ~~et seq., and the regulations promulgated pursuant thereto,~~ or which is overgrown by trees or other vegetation not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

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~~Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location means large format outdoor advertising displays or signs intended for viewing from extended distances. Billboards include but are not limited to 30-sheet posters, eight-sheet posters, vinyl-wrapped posters, bulletins, wall murals, and stadium/arena signage as defined by the Outdoor Advertising Association of America. Typically the sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.~~

~~Existing billboard means for the purposes of these regulations, an existing billboard shall be defined as any billboard either erected within the boundaries of the county prior to adoption of this article, or duly permitted by an agency of the county subsequent to adoption of this article.~~

~~Four-lane road means any public road or highway consisting of four or more travel lanes, allowing traffic to flow in opposite directions, or a public road or highway consisting of two or more one-way travel lanes.~~

~~Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, billboard, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the South Carolina Department of Transportation.~~

~~Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.~~

~~Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.~~

~~Stacked signs or billboards means any billboard structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.~~

~~Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the throughfare.~~

~~(Ord. No. 2007-09, § 4, 8-21-2007)~~

Sec. 32-520. - Requirements for billboards and other commercial signs.

- (a) ~~Unless exempted hereby, all signs and billboards~~ erected in the unincorporated areas of Oconee County shall be permitted under the provisions of this article.
- (b) ~~No billboard visible (other than in an incidental manner) from a four-lane road located within the unincorporated areas of the county, shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thorough fare from the location of an existing billboard to the proposed site.~~
- (c) ~~Billboards Signs~~ with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two lane roads, ~~provided said billboard signs are located no less than 1,300 feet from any existing or permitted billboard.~~ No ~~billboards or~~ signs with a sign area greater than 75 square feet shall be permitted on two lane roads.
- (d) ~~No sign shall contain more than 75 feet of sign area per sign face. This excludes building-mounted signs and structures considered billboards as defined by this chapter, which may contain up to 672 square feet of sign area.~~

(dg) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.

(ef) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of Oconee County, as such, the following materials shall be submitted to the Community Development Director or his/her designee/planning director at the time of application:

- (1) A completed application form;
- (2) A detailed site plan prepared and stamped by a surveyor licensed by the State of South Carolina, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article;
- (3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the State of South Carolina;
- (4) Appropriate fees.

(eg) No stacked billboards shall be permitted within the unincorporated areas of Oconee County.

(fh) An abandoned billboard or sign, as defined by this article, shall be removed by the owner ~~thereof~~ the sign or the owner of the property upon which the billboard or sign is located within 45 days of notification by an the county building official that the billboard or sign is deemed an abandoned sign. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as an abandoned sign under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it the sign with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

~~(Ord. No. 2007-09, § 5, 8-21-2007)~~

Sec. 32-521. - Exemptions.

Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from these regulations.

~~(Ord. No. 2007-09, § 6, 8-21-2007)~~

Sec. 32-522. - Fees.

Fees shall be established for the cost of a sign permit by ~~resolution of the~~ county council from time to time.

~~(Ord. No. 2007-09, § 7, 8-21-2007)~~

Sec. 32-523. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the Community Development Director or his/her designee/planning director for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and

permissions needed to begin construction, specifically noting reason for extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permit, certification or approval, shall be issued for a billboard or commercial sign prior to the issuance of the land use permit.

~~(Ord. No. 2007-09, § 8, 8-21-2007)~~

Sec. 32-524. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 dollars or imprisoned for 30 days or both.

~~(Ord. No. 2007-09, § 9, 8-21-2007)~~

Secs. 32-525—32-600. - Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-14

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER, AND FURTHER, AUTHORIZING THE TRANSFER OF THE LAND UPON WHICH THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER WILL BE LOCATED; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into a Contract for the Design, Construction, and Operation of the Oconee County Workforce Development Center (the “Contract”) with the School District of Oconee County (“SDOC”) and Tri-County Technical College (“TCTC”); and

WHEREAS, the Oconee County Council (the “Council”) has reviewed the form of the Contract, attached hereto as Exhibit “A,” and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Contract, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Contract and all related agreements and documents necessary or incidental thereto; and

WHEREAS, Oconee County is the owner of that certain tract of land situate in Oconee County, commonly known as the Oconee Industry and Technology Park (“OITP”), TMS No.: 221-00-01-001; and

WHEREAS, it is contemplated by the Contract that a portion of the OITP, as shown on Exhibits “B” and “C” (the “Project Site”) will be transferred from the County to the SDOC.

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

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

Section 2. Project Site Transfer Approved. The transfer of the Project Site, consistent with the terms of the Contract, is hereby approved, and the County Administrator is hereby authorized and directed to execute and deliver a deed and/or such other conveyance documents, and to take all other steps as are necessary and appropriate to transfer the Project Site to the SDOC.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Contract and the Project Site transfer and to execute and deliver any such documents and instruments on behalf of the County.

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

Section 5. General Repeal. All ordinances, orders, resolutions, and actions, specifically including proposed Ordinance 2016-30, of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: June 6, 2017
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Attached.

EXHIBIT B

Attached.

EXHIBIT C

Attached.

“OITP” shall mean the Oconee Industry and Technology Park.

“Property” shall mean that parcel of land situate in the OITP, as shown on Exhibit D, attached hereto, upon which the Project will be constructed.

“Project” shall mean the Oconee County Workforce Development Center, and shall generally consist of those improvements as depicted on Exhibit D.

“SDOC” shall mean the School District of Oconee County.

“State” shall mean the State of South Carolina.

“TCTC” shall mean Tri-County Technical College.

ARTICLE II
GENERAL REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1. Representations, Warranties, and Agreements of the SDOC.

(a) It is a body politic and corporate and is authorized to enter into this Agreement.

(b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.

(c) Unless stated otherwise herein, it agrees to be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including but not limited to: (1) its agreement to procure and administer predesign and Construction Manager at Risk services and make financial contributions for such services as stated in Exhibit B; and (2) to manage and administer all contracts associated with the Project, and to make additional financial and other contributions to and for the design and construction of the Project as outlined in Exhibit C and as defined more specifically herein.

(d) To the extent within its control and as permitted by law, it has made or will make binding budgetary appropriations, of sufficient amounts and with sufficient detail, in order to carry out its obligations herein, provided, however, none of SDOC’s obligations are intended to, nor shall they ever, constitute an indebtedness of SDOC, the state, or any other political subdivision of the State.

Section 2.2. Representations, Warranties, and Agreements of TCTC.

(a) It is a body politic and corporate and is authorized to enter into this Agreement.

(b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.

(c) Unless stated otherwise herein, it agrees to be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including but not limited to: (1) its agreement to make financial contributions for predesign services as stated in Exhibit B; and (2) to make additional financial and other contributions to and for the design and construction of the Project as outlined in Exhibit C and as defined more specifically herein.

(d) To the extent within its control and as permitted by law, it has made or will make budgetary appropriations of the funds provided by the State of South Carolina (“State”) for the Project to carry out TCTC’s obligations herein, provided, however, none of TCTC’s obligations are intended to, nor shall they ever, constitute an indebtedness of TCTC or the State or any other political subdivision of the State.

Section 2.3. Representations, Warranties, and Agreements of the County:

- (a) It is a body politic and corporate and is authorized to enter into this Agreement.
- (b) It will not be in default in any of its obligations (contractual or otherwise), including any violation of any applicable debt limit(s), as a result of entering into and performing under this Agreement.
- (c) Unless stated otherwise herein, it agrees to (i) perform the work as shown on Exhibit E attached hereto and incorporated herein. As shown on Exhibit E, the County's work includes certain land preparation (primarily mass grading, which does not include finish pad grading or preparation), infrastructure costs (including a road, curbs, drainage and a stormwater facility located outside of the Property but within the OITP), intersection improvements at Highway 11 (contingent on LAR grant funding), internal utilities (water and sewer, excluding taps to the respective buildings), and civil design and site work relating to the foregoing, all in connection with the Oconee County Workforce Development Center (to be undertaken in partnership among the County, Tri-County Technical College, and the School District of Oconee County, South Carolina) and the Oconee Industry and Technology Park; and (ii) be bound by the terms and obligations contained within the memoranda of understanding attached hereto as Exhibits A, B, and C, including: (A) It has fulfilled its obligations under the terms of Exhibits B and C as relate to design and/or construction costs; (B) it agrees to contribute and/or pay for the site work and Infrastructure costs of the project as stated above; (C) it agrees to transfer the Property to the SDOC under the terms and conditions contained herein; (D) its contributions for site work and infrastructure, along with the transfer of the Property, are the County's sole remaining obligations for the design and construction of the Project.

ARTICLE III
THE PROJECT

Section 3.1. Identification of the Project. The Project shall consist of those Improvements as generally depicted on Exhibit D.

Section 3.2. Location of the Project. The Project shall be located within the OITP as generally shown on Exhibit D.

Section 3.3. Project Site Preparation. Prior to commencement of any construction, the County shall provide for the work described in Section 2.3(c), above.

Section 3.4. Design and Construction of the Project. The SDOC shall bear primary responsibility for designing and constructing, subject to full compliance with all local, state, and federal building codes, industry standards, manufacturer requirements, and procurement laws, the Project. The SDOC will confer with TCTC and the County during the design and construction of the Project and prior to construction will obtain the approval of TCTC and the County as to the final pre-construction design materials and specifications, which approval will not be unreasonably withheld. Subsequently, the SDOC will obtain prior approval from TCTC and the County as to any planned changes in design or construction affecting TCTC's or the County's portions of the Project, and where practicable the parties will confirm such approvals in writing.

Except as set forth in section 2.3(c) and 3.3 of this Agreement, all costs related to design, construction, and operation of the Project shall be borne by, and the sole responsibility of the SDOC and TCTC, as those Parties shall agree by subsequent agreement ("Construction, Lease and Operations Agreement"), the substantially final form of which is attached to this Agreement as Exhibit F, subject to review, revision, and approval, as described in the succeeding sentence. The Parties do not have any rights or obligations under this Agreement unless and until TCTC has received all review by and approvals from all appropriate governmental bodies, for example, Commission on Higher Education, Joint Bond Review Committee, State Fiscal Accountability Authority, regarding the construction, lease and operation of the Project and the form of the "Construction, Lease and Operations Agreement."

The County's contribution to the Project is limited to site improvements, Infrastructure, and the transfer of the Property to the SDOC. The County and the SDOC agree that TCTC's obligations under this Agreement with respect to the costs associated with designing and constructing the Project are limited by the amount of the State appropriation (\$7,250,000) for those purposes, and TCTC is not obligated to spend any additional funds for those purposes.

Section 3.5. Ownership of the Property. Contingent upon all conditions precedent being fulfilled by the SDOC and TCTC, as stated herein and with specific reference being made to the completion of approved design plans and specifications and satisfactory financial assurances, the County will transfer the Property to the SDOC prior to construction of the Project. Such transfer will be by limited warranty deed, in a form mutually agreeable to the Parties, and specifically subject to a reversionary interest reserved to the County as follows: If the Property ceases to be used and operated as a Workforce Development Center or otherwise as an educational facility operated by the SDOC of a similar nature and scale as the Project, that has for its primary purpose the provision of technical education and work-based learning, as well as the stimulation and support of economic development then the County shall have the right, upon notice to the SDOC and TCTC, to re-enter upon the Property and re-take possession thereof, in which event fee simple title to the Property, including all improvements thereon, shall revert to the County upon exercise of such right of re-entry. The County shall be entitled to reimbursement of all attorney fees and costs from the SDOC if litigation is necessary to enforce the County's reversionary interest. Any transfer by the SDOC to TCTC, or any other entity of all or a portion of the Property shall also be subject all conditions stated in this Agreement, including the County's reversionary interest, which shall run with the land. The County acknowledges the SDOC and TCTC intend to enter a lease or other similar arrangement with respect to TCTC's right to occupy and use the Project, as described in section 3.4 of this Agreement. The Parties agree that if TCTC terminates or discontinues its lease and use of the Project, such action will not trigger the reversionary clause so long as the SDOC continues to operate an educational facility on the property as described above.

Section 3.6. Infrastructure serving the Project.

(a) It is understood by the Parties that the County is incurring or has incurred bonded indebtedness, by way of 2016 general obligation bonds ("Bond Program"), in order to provide for the site improvements and Infrastructure serving the Project.

(b) It is further understood that funds received through the Bond Program, which are generally allocable to the Project, are not solely purposed to serve the Project, but they will also be used to effect site improvements and provide Infrastructure throughout the OITP, among other uses.

(c) It is agreed that if the County is unable to secure all funds it anticipates from the Bond Program that would be allocable to the Project, then the Parties are released from their obligations under this Agreement.

(d) The site improvements and Infrastructure that the County commits to contribute to the Project, subject to the conditions above, are generally shown on Exhibit E, attached hereto and incorporated herein by reference.

Section 3.7. Commencement and Completion of Development and Construction.

(a) The Parties agree that time is of the essence in fulfilling the terms of this Agreement.

(b) Thus, the Parties shall proceed to discharge their obligations herein expeditiously and in accordance with their budgetary appropriations and capital improvement plans.

Section 3.8. Compliance with Permits and Laws. The Project shall be designed and constructed in accordance with all terms and conditions of the permit(s) issued in relation thereto, and in conformity with all industry standards, manufacturer requirements, and any and all local, state, and federal laws.

Section 3.9. Operation of the Project. The Project will be operated by the SDOC. As between the

County and the SDOC, the SDOC shall be responsible for all costs associated with operating the Project. As between the SDOC and TCTC, the relative share of the costs associated with operating the Project shall be set forth in the Construction, Lease and Operations Agreement.

Section 3.10. Damage to or Destruction of Project - Insurance. In the event the Project is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, the SDOC agrees, subject to available insurance proceeds being available, to rebuild the Project in substantially the same form as it was original constructed, within two years from the date of damage or destruction. In the event that the Project is not reconstructed for any reason, the SDOC agrees to clean up all of the debris and to leave the Property in substantially the same condition as when title is transferred from the County to the SDOC and to transfer the Property back to the County consistent with the County's reversionary rights as described in section 3.5 of this Agreement. The SDOC agrees to carry property damage insurance on the Project in an amount sufficient to cover all replacement costs with the County and TCTC named as additional insureds or loss payees, as their respective interests may appear, on the policy.

Section 3.11. Obligation to Rebuild - Use of Insurance Proceeds. In the event the Project is damaged or destroyed, the proceeds of any insurance shall be deposited with an escrow agent which is acceptable to the Parties until arrangements can be made to repair or rebuild the Project. In the event the SDOC does not, for any reason, repair and/or reconstruct the Project or clean up all debris, leaving the project in the condition described in section 3.10 of this Agreement, then the County shall have the right to use such amount of the escrowed proceeds as necessary for the cleanup and removal of debris and/or the reconstruction of the Project.

ARTICLE IV DEFAULT

Section 4.1. Defaults. Each of the following events shall be a default and a breach of this Agreement and constitute an "Event of Default":

(a) Abandonment. Abandonment of the Project, where such abandonment continues for a period of 90 days after notice thereof by either Party to a non-defaulting party. Such abandonment shall not include any time that the Project is vacated due to a casualty.

(b) Attachment or Other Levy. The subjection of any right or interest of the SDOC or TCTC in the Project to attachment, execution, or other levy, or to seizure under legal process, if not released within 60 days, after written notice of same.

(c) Insolvency or Dissolution. An assignment by the SDOC and/or TCTC for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against the SDOC and/or TCTC under any law for the purpose of adjudicating the SDOC and/or TCTC as bankrupt or insolvent; or for extending time for payment, adjustment or satisfaction of the SDOC's and/or TCTC's liabilities; or reorganization, dissolution, or rearrangement on account of, or to prevent bankruptcy or insolvency.

(d) Transfer of Interest. Any transfer, sale, conveyance, assignment, subletting, hypothecation, encumbrance or pledge of a Party's interest in the Project whether voluntary, involuntary, or otherwise by operation of law, without the written consent of the other Parties.

(e) Failure to Effect Site Improvements and/or Construct Infrastructure. Failure by the County to effect the site improvements and/or construct Infrastructure as described in this Agreement.

(f) Failure to Transfer Property. Failure by the County to transfer the Property after the happening of all conditions precedent thereto.

(g) Failure to Construct the Project. Failure by the SDOC and TCTC to design or construct the Project on the

Property consistent with the design plans specifications as agreed to in writing by the Parties.

(h) Failure to Operate the Project. The failure to use and/or operate the Property / Project as a Workforce Development Center.

(i) Performance Under this Agreement. Failure to observe or perform any of a Party's covenants, conditions, other agreements under this Agreement; or the breach of any warranties, representations, or obligations made in the Agreement.

Section 4.2. Notice and Right to Cure. Upon the occurrence of any Default, as delineated in Section 4.1 or breach of any other provision of this Agreement by a Party hereto, unless a shorter time is stated in this Agreement, the defaulting Party shall have 90 days to cure the default after written notice is given by a non-defaulting Party, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default, the defaulting Party is unable to do so within the ninety (90) day period, then the cure period may be extended, upon written agreement by the non-defaulting Party, or Parties, for a such reasonable time as may be deemed necessary to cure the default.

Section 4.3. Remedies. If any default shall continue uncured by a Party hereto, the non-defaulting Party may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which the non-defaulting Party may resort cumulatively or in the alternative:

(a) Enforce the terms of this Agreement, including the County's reversionary rights, or to seek injunctive relief, including a temporary restraining order, preliminary injunction, and specific performance without showing or proving any actual damage sustained and shall not thereby be deemed to have elected its remedies.

(b) Receive reimbursement from the defaulting Party for all expenses incurred by the non-defaulting Party in connection with the performance of the non-defaulting Party's obligations under this Agreement, including attorney fees and costs incurred in enforcing the terms of this Agreement.

(c) Pursue any other remedies available under the laws of the State of South Carolina.

(d) Remedies Cumulative. All the remedies hereinbefore given to the Parties and all rights and remedies given to them at law and in equity shall be cumulative and concurrent. It is agreed between the Parties to this Agreement that no adequate remedy at law is available in the event of a breach or threatened breach of this Agreement and the Parties are therefore entitled to injunctive relief, including specific performance, for any such actual or threatened breach.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Conditions and Covenants. All of the provisions of this Agreement shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 5.2. No Waiver of Breach. No failure by any Party to insist upon the strict performance by the another Party of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement continue in full force and effect with respect to any other then existing or subsequent breach.

Section 5.3. Unavoidable Delay - Force Majeure. If a Party shall be delayed or prevented from the

performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, regulations, or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 5.4. Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the Party to whom it is directed), or in lieu of such personal delivery, when 3 business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

Oconee County: Oconee County, South Carolina
c/o Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

with a copy to (does not constitute notice):
Oconee County Attorney
415 South Pine Street
Walhalla, South Carolina 29691

School District of
Oconee County: School District of Oconee County
c/o Superintendent
414 South Pine Street
Walhalla, South Carolina 29691

with a copy to (does not constitute notice):
Halligan Mahoney & Williams
c/o Allen D. Smith
P.O. Box 11367
Columbia, South Carolina 29211

Tri-County Technical College: Tri-County Technical College
c/o Vice President for Business Affairs
Post Office Box 587
Piedmont, South Carolina 29670

with a copy to (does not constitute notice):
Parker Poe Adams & Bernstein LLP
c/o Michael E. Kozlarek, Esquire
110 East Court Street, Suite 200
Greenville, South Carolina 29601

A Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

Section 5.5. Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

Section 5.6. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this

Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 5.7. Time. Time is of the essence of each obligation of each Party hereunder.

Section 5.8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 5.9. Binding Effect. Subject to any provision of this Agreement that may prohibit or curtail assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the Parties hereto.

Section 5.10. Execution of Other Instruments. Each Party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other Party any and all further instruments necessary or expedient to effectuate the purpose of this Agreement.

Section 5.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Agreement is not so enforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 5.12. Counterparts. This Agreement may be executed by scanned signature, facsimile, or electronic means, in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 5.13. Dispute Resolution; Waiver of Trial by Jury.

(a) Any conflict, dispute, or grievance (collectively, "Conflict") by and between any Party to this Agreement shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Parties. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within 30 days of the selection of the mediator, unless otherwise agreed. Each Party shall bear its own expenses associated with the mediation, and the Parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the Parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either Party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the Parties shall conduct mediation within 30 days after the hearing on such motions or within such other time as is prescribed by the Court.

(b) THE PARTIES MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT DELIVERY OF THIS AGREEMENT.

Section 5.14. Approval and Authority. This Agreement is subject to approval by the governing body of

each Party and will take effect upon its execution by all Parties after such approval.

**[ONE SIGNATURE PAGE AND SIX EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

SIGNATURE PAGE:
CONTRACT FOR THE DESIGN, CONSTRUCTION, AND
OPERATION OF THE OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER
EXHIBITS A-F FOLLOW

TRI-COUNTY TECHNICAL COLLEGE

By: _____

Names: _____

Its: _____

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Names: _____

Its: _____

SCHOOL DISTRICT OF OCONEE COUNTY

By: _____

Names: _____

Its: _____

EXHIBIT A
MEMORANDUM OF UNDERSTANDING, DATED JUNE 16, 2015

EXHIBIT B
MEMORANDUM OF UNDERSTANDING, DATED DECEMBER 15, 2016

EXHIBIT C
MEMORANDUM OF UNDERSTANDING, DATED JUNE 8, 2016

EXHIBIT D
PROPERTY AND PROJECT DEPICTION

EXHIBIT E
COUNTY COMMITTED SITE IMPROVEMENTS AND INFRASTRUCTURE

EXHIBIT F
[SUBSTANTIALLY FINAL FORM OF]
CONSTRUCTION, LEASE AND OPERATIONS AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made and entered into as of July _____, 2017 ("**Effective Date**"), between School District of Oconee County ("**Landlord**"), and Tri-County Technical College ("**Tenant**").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree for themselves, their successors and assigns, as follows:

LANDLORD PROPERTY. Subject to certain reversionary rights of Oconee County, South Carolina ("County"), Landlord owns certain real estate consisting of land, buildings and other improvements, and fixtures, together with all rights, appurtenances, easements, and privileges thereto, located in Oconee County, South Carolina, as more particularly depicted in **Exhibit A** attached hereto and incorporated herein by reference ("**Landlord Property**").

LEASED PREMISES AND TERM. Landlord, in consideration of the rents, covenants, and agreements hereinafter reserved and contained to be paid and performed by Tenant, hereby demises and lets unto Tenant that certain real estate consisting of land, buildings and other improvements, and fixtures, together with all rights, appurtenances, easements, and privileges thereto, located in Oconee County, South Carolina, as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by reference ("**Leased Premises**"), for a term commencing on the Effective Date and, unless sooner terminated as provided in this Lease, extending for an term expiring on the date which is fifty years after the Effective Date (as the same may be extended, "**Term**").

This Lease, at the option of Tenant, exercised by written notice to Landlord given 180 days prior to the expiration of the Term or any extension period herein referred to (excluding the last extension period) may be extended for five successive periods of ten years each upon the terms and conditions set forth in this Lease; provided, however, Tenant is not in default hereunder at the time of giving such notice and at the time any such extension period commences.

CONSTRUCTION OF PROPERTY. Except as set forth in, and subject to, Contract for the Design, Construction, and Operation of the Oconee County Workforce Development Center, dated July [], 2017, among the County, Landlord, and Tenant ("**Tri-Party Agreement**"), all costs related to design, construction, and operation of the Project (as defined in the Tri-Party Agreement) shall be borne by, and the sole responsibility of Landlord and Tenant. Except for the costs of those portions of the Project to be paid by the County under the Tri-Party Agreement, which shall be borne by the County, Landlord and Tenant shall fairly apportion the costs of design, construction, and operation of the Project according to the ultimate intended use of the Project—that is, (a) the costs of those portions of the Project to be used by Landlord shall be borne by Landlord, (b) the costs of those portions of the Project to be used by Tenant shall be borne by Tenant, and (c) the costs of the those portions of the Project to be used in common by Landlord and Tenant shall be borne by Tenant based on the percentage of the estimated square footage of buildings making up a part of Leased Premises relative to the total square footage of all buildings on Landlord's Property, with Landlord bearing the remainder.

1. **RENT.** Commencing on the Effective Date, Tenant shall pay and Landlord shall accept as rent ("**Rent**") for Leased Premises the sum of \$1.00 for the entirety of the Term. Rent shall be paid to Landlord without demand and without setoff or reduction on or before the tenth day after the Effective

Date at the offices of Landlord specified herein, or at such other address as Landlord may designate to Tenant by Notice in the manner hereinafter provided.

2. **USE OF LEASED PREMISES.** Tenant covenants and agrees that Leased Premises shall be used solely for those, as permitted in Tri-Party Agreement, and for no other purpose without the prior written approval of Landlord ("**Permitted Use**").

3. **TAXES.** The parties do not expect any taxes will be due with respect to Leased Premises. The parties shall cooperate regarding a party's effort to apply for, achieve, and maintain any appropriate tax-exemptions, abatements, or reductions. To the extent any taxes are or become due and payable, the parties shall act according to the following.

(a) Tenant shall pay promptly when due or make reimbursement to Landlord for all taxes imposed upon the Rent, this Lease, and Tenant's operation, including, without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes, and other taxes assessed upon the consideration to be received by Landlord for this Lease.

(b) Tenant covenants and agrees to pay throughout the Term of this Lease, or at Landlord's election reimburse Landlord for all levies, real estate taxes, ad valorem taxes, water and sewer charges, and similar charges, including fees in lieu of taxes pursuant to an agreement with any applicable governmental authority, and to make all payments on account of special or general assessments (all of which are referred to in this Lease as "**taxes**" or "**tax**") which are levied or assessed against Leased Premises and/or the buildings and improvements thereon, or any part thereof, or any taxable interest therein, and which become payable during the Term as aforesaid, whether such taxes are ordinary or extraordinary, when they shall respectively become due and payable, to the end that Landlord shall receive the Rent free and clear of all taxes which become payable during the Term of this Lease. For purposes of determining the taxes associated with Leased Premises, Tenant shall pay a proportionate share of the total taxes associated with Landlord's Property based on the percentage of the square footage of buildings making up a part of Leased Premises relative to the total square footage of all buildings on Landlord's Property.

4. **IMPROVEMENTS.** Leased Premises are leased and Tenant accepts the same in their "as is" condition. Landlord shall have no obligation to build or make any improvements thereon or thereto whatsoever.

5. **UTILITIES:** Tenant shall pay, prior to delinquency, all electricity, heat, water, sewer, trash removal, and all other utility charges and costs of any kind for utilities used or consumed at Leased Premises. Landlord is not responsible for any interruptions or curtailments in utility services unless caused in whole or in part by Landlord.

6. **INSURANCE.** Tenant shall obtain, on or before the earlier of the Effective Date or Tenant's entering Leased Premises for any purpose, and keep in force at all times thereafter during the Term of this Lease, the following insurance coverages with respect to Leased Premises:

(a) Commercial general liability insurance, with contractual liability broad form liability endorsement insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on Leased Premises, or arising out of the use or occupancy of Leased Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests, invitees, or licensees in Leased Premises, the limits of such policy or policies to be in amounts not less than \$1,000,000.00 for each occurrence combined single limit and an aggregate of not less than \$2,000,000.00. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease. All-risk or "special form" property insurance in an amount adequate to cover loss of the replacement value of all personal property, decorations, trade fixtures, furnishing, equipment, alterations,

and all other contents located or placed therein.

(b) Workmen's compensation insurance covering all persons employed directly or indirectly in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by applicable law.

(c) Tenant shall reimburse Landlord, within ten days of written demand, for all premiums incurred by Landlord in connection with such hazard insurance as Landlord shall deem appropriate for Leased Premises.

(d) Such other types of insurance in form and amount which Landlord shall reasonably deem to be prudent for Tenant to carry.

(e) All of the aforesaid insurance (except for Workmen's Compensation Insurance) shall be written in the name of Tenant with Landlord (and any designee(s) of Landlord) named as an additional insured and shall be written by whatever company or South Carolina governmental entity Tenant shall select. All such insurance shall contain endorsements that (i) such insurance may not be cancelled or amended with respect to Landlord (or its designees) except upon thirty days' prior written notice to Landlord (and such designees) by the insurance company and (ii) Tenant shall be solely responsible for payment of premiums and Landlord (or its designees) shall not be required to pay any premium for such insurance. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional Rent due under this Lease. Tenant agrees, at its own expense, to comply with all rules and regulations of the fire insurance rating organization having jurisdiction.

7. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other and each party's officers, directors, employees, and agents from liability or responsibility for any loss or damage to their respective property covered by insurance policies, or which would have been covered by insurance if the party had complied with the terms and provisions of this Lease. This release shall apply to Landlord and Tenant and anyone claiming through or under Landlord or Tenant, by way of subrogation or otherwise, even if the occurrence was caused by the fault or negligence of Landlord or Tenant or anyone under their control. Each of Landlord and Tenant shall cause any property damage insurance which it maintains in respect to Leased Premises to contain a provision whereby the insurer waives any rights of subrogation against the other party.

8. REPAIRS. During the Term hereof, Tenant agrees to perform all construction, repairs, replacements, maintenance, and reconstruction, whether foreseeable or unforeseen, ordinary or extraordinary, structural or non-structural of the buildings and other improvements now or hereafter located on Leased Premises and all additions thereto or alterations thereof at Tenant's sole cost and expense. Tenant will not suffer or permit any waste or neglect of Leased Premises and will take such steps as often as may be necessary to keep the buildings, appurtenances, and other improvements on Leased Premises in a first-class and modern condition. Tenant shall keep Leased Premises in good order and condition and a good state of repair at all times, including without limitation, keeping same in a clean and sanitary condition, promptly removing all rubbish, litter, and surface waters, and resurfacing, marking and repairing of all parking areas, walkways, and landscaping.

9. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to Leased Premises without the prior written consent of Landlord.

10. DAMAGE OR DESTRUCTION. Tenant agrees that no damage or destruction to any buildings or improvements by fire, windstorm, or any other casualty shall entitle Tenant to surrender possession of Leased Premises or to terminate this Lease, or to violate any of its provisions, or to cause the abatement or rebate in the Rent then due or thereafter becoming due under the terms hereof. In the event all or any portion of the buildings or improvements on Leased Premises shall be damaged or destroyed, Tenant, at its sole cost and expense, shall promptly repair, restore, and rebuild same to the condition as existed immediately prior to such damage or destruction within one year from the date of such casualty. If Tenant shall be in default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall be deemed immediately to become the absolute and unconditional property of Landlord. Upon curing of any such default all funds shall be paid to Tenant.

11. CONDEMNATION. In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Landlord and Tenant shall thereupon be released from any further duties or obligations hereunder. If a portion of Leased Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Leased Premises so taken, and Tenant shall, at its own expense, restore the remaining portion of Leased Premises to operate as the Permitted Use. All compensation awarded or paid upon such a total or partial taking of Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, Tenant shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

12. ASSIGNMENT OR SUBLETTING. Tenant shall make no assignment or subletting without the prior written consent of Landlord, and upon such terms and conditions as Landlord may approve. Any assignment or Lease of Leased Premises shall not release or relieve Tenant from any obligations of this Lease. Any assignee of Tenant pursuant to an assignment consented to by Landlord shall assume Tenant's obligations hereunder and shall deliver to Landlord an assignment and assumption agreement in form satisfactory to Landlord within ten days after the effective date of the assignment.

13. FINANCING: SUBORDINATION OF TENANTS INTEREST. Tenant agrees that this Lease and all of Tenant's right, title, and interest in and to this Lease and Leased Premises is subject and subordinate to any mortgage, deed of trust, or other security instrument which Landlord may now or hereafter place upon all or any portion of Leased Premises (each, "**Mortgage**") and to all renewals, modifications, amendments, and extensions thereof and to all the terms and provisions thereof. This provision is self-operative. Tenant agrees, however, to promptly execute any document or instrument which may be requested by Landlord or any mortgagee or lender holding a Mortgage (each, "**Mortgagee**") evidencing such subordination.

14. ESTOPPEL CERTIFICATE. Tenant shall, from time to time within ten days after Landlord's demand, execute and deliver to Landlord and/or Landlord's designee an estoppel certificate in a form acceptable to Landlord and/or Landlord's designee certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), (b) the dates to which rent and other charges payable under this Lease have been paid, (c) that Landlord is not in default under this Lease (or if Tenant alleges a default, then (i) stating the nature of such alleged default, and (ii) the date of written notice provided to Landlord stating such default), and (d) such other matters as Landlord and/or such designee may require. If Tenant fails to execute and deliver to Landlord and/or Landlord's designee any such estoppel certificate within ten days after Landlord's demand, then Tenant shall be automatically deemed to have approved such estoppel certificate in the form submitted to Tenant and all the matters set forth therein.

EXHIBIT F-4

15. HAZARDOUS MATERIALS

(a) Throughout the Term, Tenant and Tenant's employees, agents, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "**Environmental Laws**"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "**Hazardous Materials**"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about Leased Premises. Notwithstanding the foregoing paragraph, Tenant shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Tenant, as described in paragraph 3, above "Use of Leased Premises," so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

(b) Tenant shall give Landlord immediate written notice of any problem, spill, discharge, threatened discharge, or discovery of any Hazardous Materials on or about Leased Premises or claim thereof.

16. DEFAULT. Tenant shall be in default hereunder if (a) Tenant fails to pay when due Rent and any other sums due under this Lease; (b) Tenant fails to observe and perform any of the other terms, covenants, and/or conditions of this Lease and such default shall continue for more than thirty days after written notice from Landlord to Tenant; (c) Tenant fails to pay when due the Rent and any other sums payable under this Lease three or more times in any period of twelve consecutive months; or (d) Leased Premises shall be abandoned (as defined below) or vacated for a period of more than fifteen consecutive days during the Term.

In the event of any default by Tenant, Landlord may (i) cure Tenant's default at Tenant's cost and expense, and/or (ii) re-enter Leased Premises and remove all persons and all or any property therefrom by any suitable action or proceeding at law, without being liable for any prosecution therefor or damages therefrom, and repossess and enjoy Leased Premises with all buildings, additions, alterations, and improvements, and Landlord may, at its option, repair, alter, remodel, and/or change the character of the improvements on Leased Premises as it may deem fit, and/or (iii) at any time relet Leased Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (iv) terminate this Lease upon not less than five days' written notice to Tenant. The exercise by Landlord of any right granted in this section shall not relieve Tenant from the obligation to make all rental payments and to fulfill all other covenants required by this Lease at the time and in the manner provided herein and if Landlord so desires all current and future rent and other monetary obligations due hereunder less the fair rental value of Leased Premises (adjusted to reflect the present value of said obligation as of said date using the statutory judgment interest rate in making said calculation) shall become immediately due and payable. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet Leased Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

The failure of Landlord to insist upon strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained except as may be expressly waived in writing.

EXHIBIT F-5

Halligan Mahoney & Williams
c/o Allen D. Smith
P.O. Box 11367
Columbia, South Carolina 29211

If to Tenant: Tri-County Technical College
c/o Vice President for Business Affairs
Post Office Box 587
Piedmont, South Carolina 29670

with a copy to (does not constitute notice):

Parker Poe Adams & Bernstein LLP
c/o Michael E. Kozlarek, Esquire
110 East Court Street, Suite 200
Greenville, South Carolina 29601

22. **HOLDING OVER**. Tenant may not remain upon Leased Premises after the day of expiration of the Term without Landlord's written approval. With Landlord's approval, Tenant shall become a tenant-at-will and any such holding over shall not constitute an extension of the Lease. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto. Such occupancy shall be subject to all the terms, covenants and conditions of this Lease.

23. **OTHER PROVISIONS**.

(a) **Pro-Rata Share**. Notwithstanding the foregoing, Tenant shall be responsible for only that portion of taxes, utilities, and other charges or assessments related to Tenant's pro rata usage of the facilities (based on Tenant's rented space and acreage relative to the entirety of the Project and Property), which comprise Leased Premises

(b) **Short Form of Lease**. The parties agree that they will, at the request of either of them, promptly execute duplicate originals of an instrument in recordable form which will constitute a short form of Lease setting forth a description of Leased Premises, the Term, and any other portions hereof except monetary provisions as either party may request.

(c) **Entire Agreement**. This Lease, contains the entire agreement of the parties and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties.

(d) **Captions**. The captions contained in this Lease are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation, construction, or meanings of the provisions of this Lease to which they relate.

(e) **Provisions Severable**. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision or any portion thereof to any person or circumstances shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.

(f) **Relationship of Parties**. Nothing contained in this Lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

(g) **Nuisance.** Tenant covenants that it will not create or maintain or allow others to create or maintain any nuisance on Leased Premises.

(h) **Successors.** Subject to the provisions of this Lease, the covenants, conditions, and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, and assigns.

[SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:
SCHOOL DISTRICT OF OCONEE COUNTY

By: _____

Name: _____

Title: _____

TENANT:
TRI-COUNTY TECHNICAL COLLEGE

By: _____

Name: _____

Title: _____

EXHIBIT A
DEPICTION OF LANDLORD PROPERTY

EXHIBIT F-A-1

**EXHIBIT B
DEPICTION OF LEASED PREMISES**

Memorandum of Understanding
between

OCONEE COUNTY COUNCIL, SCHOOL DISTRICT OF OCONEE COUNTY,
and TRI-COUNTY TECHNICAL COLLEGE

This Memorandum of Understanding is between Oconee County Council (the "Council"), the School District of Oconee County (the "School District") and Tri-County Technical College (the "College").

The purpose of this Memorandum of Understanding between the parties is to clearly state the intention of the College, the Council, and the School District to partner together to pursue design and construction of a *Tri-County Technical College Campus and Economic Development Center* in Oconee County to better prepare our youth for workforce placement. The Center will be dedicated to College and School District technical and career programs that meet the needs of local employers, provide a labor force to support expansion of existing industries, and attract new business and industry to Oconee County. The parties also understand time is of the essence and intend to begin construction of this facility within the next 2 years provided a site is obtained and all funding and approvals are secured by all parties.

The College, Council, and School District have made the goal of a viable presence in Oconee County a priority in their planning initiatives as indicated on the attached addenda.

It is hereby agreed by and between Oconee County Council, School District of Oconee County, and Tri-County Technical College that the location, design, and funding of an Economic Development Center are subject to approval of all parties, and that construction is contingent upon available funding and approval by Council and School District governance processes and the College Commission, along with any requisite State approvals.

This Memorandum of Understanding is executed this 11th day of June, 2015.

TRI-COUNTY TECHNICAL COLLEGE



Ronnie L. Booth, President

OCONEE COUNTY COUNCIL

T. Scott Moulder, County Administrator

SCHOOL DISTRICT OF OCONEE COUNTY

Michael Thorsland, Superintendent

Addendum A

Memorandum of Understanding

OCONEE COUNTY COUNCIL, SCHOOL DISTRICT OF OCONEE COUNTY,
and TRI-COUNTY TECHNICAL COLLEGE

Tri-County Technical College has made the goal of a viable presence in Oconee County a priority in its planning initiatives:

- As published in 2014-2015 Priorities and Initiatives: *"Develop a Plan for a Campus in Oconee County"*
- College Commission 2014-2015 Goals: *"Obtain Oconee property and complete feasibility study"*
- Fiscal Year 2016 TCTC Strategic Plan: *"Complete an Oconee County Economic Development Center master plan"*

MEMORANDUM OF UNDERSTANDING

between

**SCHOOL DISTRICT OF OCONEE COUNTY,
TRI-COUNTY TECHNICAL COLLEGE, and
OCONEE COUNTY**

This **MEMORANDUM OF UNDERSTANDING**, dated this ____ day of December, 2015, is hereby made and entered into by and between the SCHOOL DISTRICT OF OCONEE COUNTY, hereinafter referred to as "School District", TRI-COUNTY TECHNICAL COLLEGE, hereinafter referred to as "the College", and OCONEE COUNTY, hereinafter referred to as "the County".

The parties hereto have agreed to procure **pre-design services**, including but not limited to architectural/engineering, Construction Manager at Risk (CMR), and site surveys for the construction of the **Oconee County Workforce Development Center**, a joint venture to include a School District Career Center, a Tri-County campus, a County Economic Alliance Economic Development Center, and additional County facilities.

The parties will share the \$338,000.00 cost for pre-design architectural/engineering services in the following proportionate amounts:

School District of Oconee County	60%	\$202,800
Tri-County Technical College	20%	\$ 67,600
Oconee County	20%	\$ 67,600

Other costs associated with pre-design (such as CMR fees), will be shared at the same proportionate rate by each party not to exceed a total cost, collectively, of \$450,000.00 for all pre-design services contemplated by this Memorandum of Understanding. The School District will procure and administer the services of the Design and CMR vendors.

The College and the County will pay their proportionate share of the pre-design architectural/engineering costs to the School District in two payments of \$33,800 each. The first payment will be due Q4 2015; the second payment will be due Q1 2016. The School District will in turn pay the service provider the full amount for the pre-design services.

Other costs associated with pre-design will be paid by the College and the County in advance of the full amount due to the service provider, and the School District will pay the service provider the full amount due. Additional costs will be agreed upon by all three entities in writing prior to any expenditures.

This agreement shall remain in full force and effect through the contemplated pre-design phase; all other and future services and work shall be the subject of separate agreements.

This agreement is subject to approval by the governing body of each entity and will take effect upon its execution by all parties after such approval.

SCHOOL DISTRICT OF OCONEE COUNTY:

Witness: _____

TRI-COUNTY TECHNICAL COLLEGE:

Witness: _____

OCONEE COUNTY:

Witness: _____

**MEMORANDUM OF UNDERSTANDING FOR
THE OCONEE COUNTY WORKFORCE
DEVELOPMENT CENTER
COOPERATIVE PURCHASING PARTNERSHIP**

June 8, 2016

CONTENTS

- I. Scope and Background**
- II. Purposes**
- III. Goals**
- IV. Authorization**
- V. Organization and Operation**
 - A. Partnership**
 - B. Organization**
- VI. Procedures and Responsibilities**
- VII. Parties to this Memorandum of Agreement**

Oconee County Workforce Development Center Cooperative Purchasing Partnership MEMORANDUM OF UNDERSTANDING

I. SCOPE AND BACKGROUND

The Oconee County Workforce Development Center (OCWDC) project is a partnership between Tri-County Technical College ("TCTC"), Oconee County ("County"), and the School District of Oconee County ("SDOC") (collectively the "Participating Entities") to design and construct a Workforce Development Center in Oconee County to better prepare our students for workforce placement, and to serve as a showcase for economic development in the county.

II. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish the OCWDC Cooperative Purchasing Partnership (the "Cooperative Purchasing Partnership") that is managed and administered by the SDOC, by which SDOC, TCTC, and the County join together in cooperative contracting, consistent with South Carolina procurement laws, where cooperative procurement is considered advantageous to the Participating Entities. Section 11-35-4810 of the South Carolina Consolidated Procurement Code (the "Procurement Code") allows a state or local procurement unit to participate in a cooperative procurement of construction with other governmental entities (such as the SDOC). This MOU outlines the contracting process, and the organization and operating policies in conducting cooperative procurements, as well as payment responsibilities of each participant.

The purpose of the Cooperative Purchasing Partnership is to implement multi-agency contracting, where appropriate, to achieve cost-effective and efficient acquisition of quality products and services, as well as more advantageous pricing or other terms for design and construction services related to the OCWDC project.

III. GOALS

1. Maximize cost savings for goods and services;
2. Consistent utilization of goods and services throughout the project; and
3. Reduce administrative costs.

IV. AUTHORIZATION

This MOU is entered into by the Participating Entities pursuant to the laws, rules, and regulations of the State of South Carolina . This MOU may only be modified by a written amendment duly executed by the parties to this MOU.

V. ORGANIZATION AND OPERATION

A. Partnership

The OCWDC Cooperative Purchasing Partnership shall consist of the SDOC, TCTC, and the County.

B. Organization

This MOU shall be administered by the OCWDC Cooperative Purchasing Partnership in accordance with this MOU.

VI. PROCEDURES AND RESPONSIBILITIES

The parties hereto have agreed that the SDOC will manage and administer all contracts associated with the project including but not limited to design services, Construction Manager at Risk (CMR) services, site surveys and any required inspection services for the construction of the Oconee County Workforce Development Center, a partnership to include a School District Career Center, a Tri-County campus, space of County use, and acreage for future expansion.

Section 11-35-4880 of the Procurement Code requires compliance with all provisions of the Procurement Code for purchasing activities as contemplated herein. Section 11-35-4880 also states that if the public procurement unit administering the cooperative purchase activity (here the SDOC) complies with the requirements of the Procurement Code, then all other public procurement units participating in the purchase activity shall be deemed to have complied with the Procurement Code. As the administering public procurement unit, the SDOC will procure and administer all contracts for the services required for the construction of the OCWDC project. Procurements will be handled in accordance with the SDOC's approved model procurement. Procurements will comply with the SDOC's model code and the Manual for Planning and Execution of State Permanent Improvements, Part II, and will be advertised in SCBO; All procurements will be in compliance with the Procurement Code.

The parties agreed in an MOU dated December 2, 2015 (Exhibit A) to share pre-design

architectural/engineering services in the following proportionate amounts:

School District of Oconee County	60%
Tri-County Technical College	20%
Oconee County	20%

These percentages remain in effect for pre-design costs and are unchanged by this agreement.

Based on pre-design work performed and other financial commitments, the County has decided not to build an Economic Alliance facility on the site at this time. Therefore, in lieu of sharing the ongoing architectural/engineering or CMR costs, the county has agreed to contribute and pay \$6,000,000 in site work and infrastructure costs, contingent upon the approval of the Oconee County Council.

Once the square footage to be utilized by SDOC and TCTC has been finalized in the detailed design phase of the project, the square footage will be used to calculate the percentage of the architectural/engineering and construction costs to be paid by each of these two partners. This percent will be applied to the Guaranteed Maximum Price (GMP) obtained from the CMR vendor and all other construction costs (i.e. inspection costs, etc.) to determine the costs owed by the SDOC and TCTC.

TCTC will pay their proportionate share of all costs associated with design, and construction to the SDOC in advance of the full amount due to the service providers, and the SDOC will pay the service providers the full amount due. Costs will be agreed upon by SDOC and TCTC in writing prior to any expenditure. Express authority from the governing bodies of the Participating Entities will be obtained as required.

VII. PARTIES TO THIS MOU

This agreement shall remain in full force and effect through the completion of the construction project, and any amendments will be incorporated into the MOU with approval of all parties.

This agreement is subject to approval by the governing body of each entity and will take effect upon its execution by all parties after such approval.

SCHOOL DISTRICT OF OCONEE COUNTY:

Will Houston

Date: 6-14-16

Witness: Channah Gilson

TRI-COUNTY TECHNICAL COLLEGE:

Date: _____

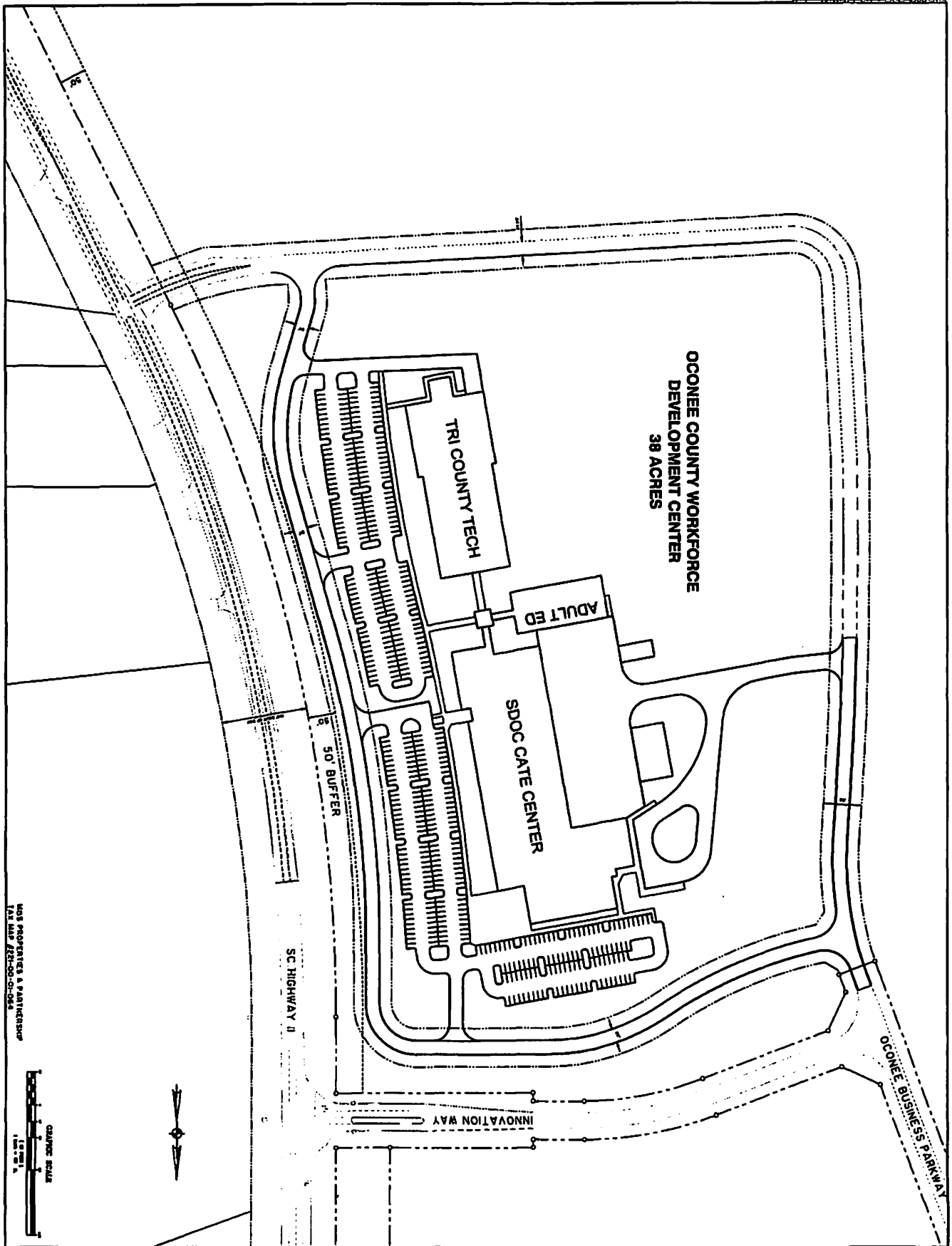
Witness: _____

OCONEE COUNTY:

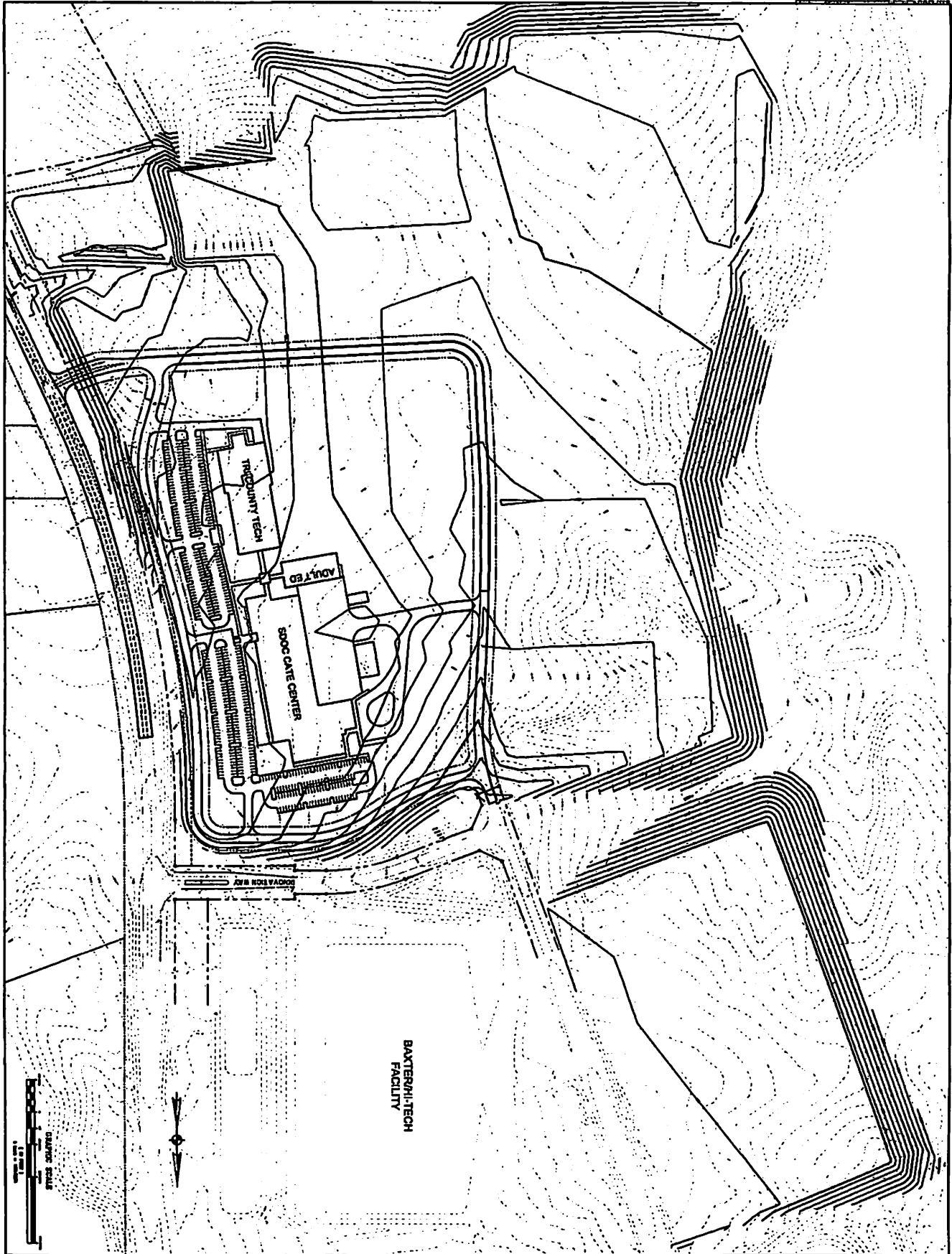
[Signature]

Date: 6/16/16

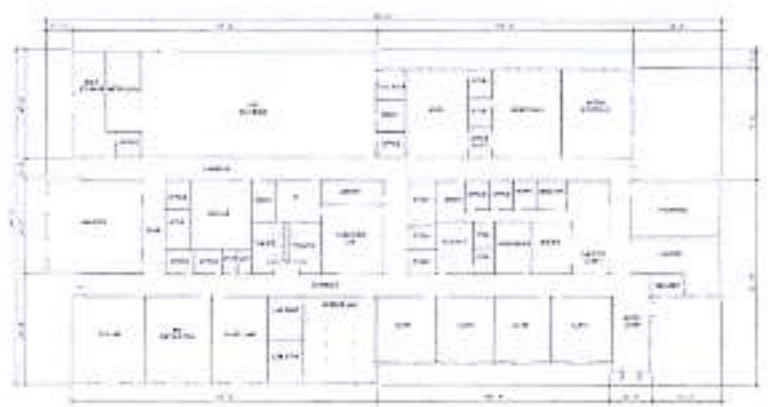
Witness: Amanda Brown



<p>C11</p>	<p>OCONEE COUNTY WORKFORCE DEVELOPMENT CENTER OCONEE COUNTY, GA</p>	<p>THOMAS & NUTTON 201 North Church Street Greenville SC 29601 • 803 412 2222 www.thomasnutton.com</p>	<p>DATE: _____</p>
	<p>MCMILLIAN FAZDAN SMITH</p>		<p>PROJECT NO: _____</p>
	<p>SITE PLAN</p>		<p>SCALE: _____</p>



C1.1	OCCOONEE COUNTY WORKFORCE DEVELOPMENT CENTER <small>5000 GATEWAY, SE</small> MCNEILLIAN FAZDAN SMITH SITE PLAN	THOMAS & HUTTON <small>524 North Church Street Oconee County, GA 31001 • 844.412.2222 www.thomaspatterson.com</small>	
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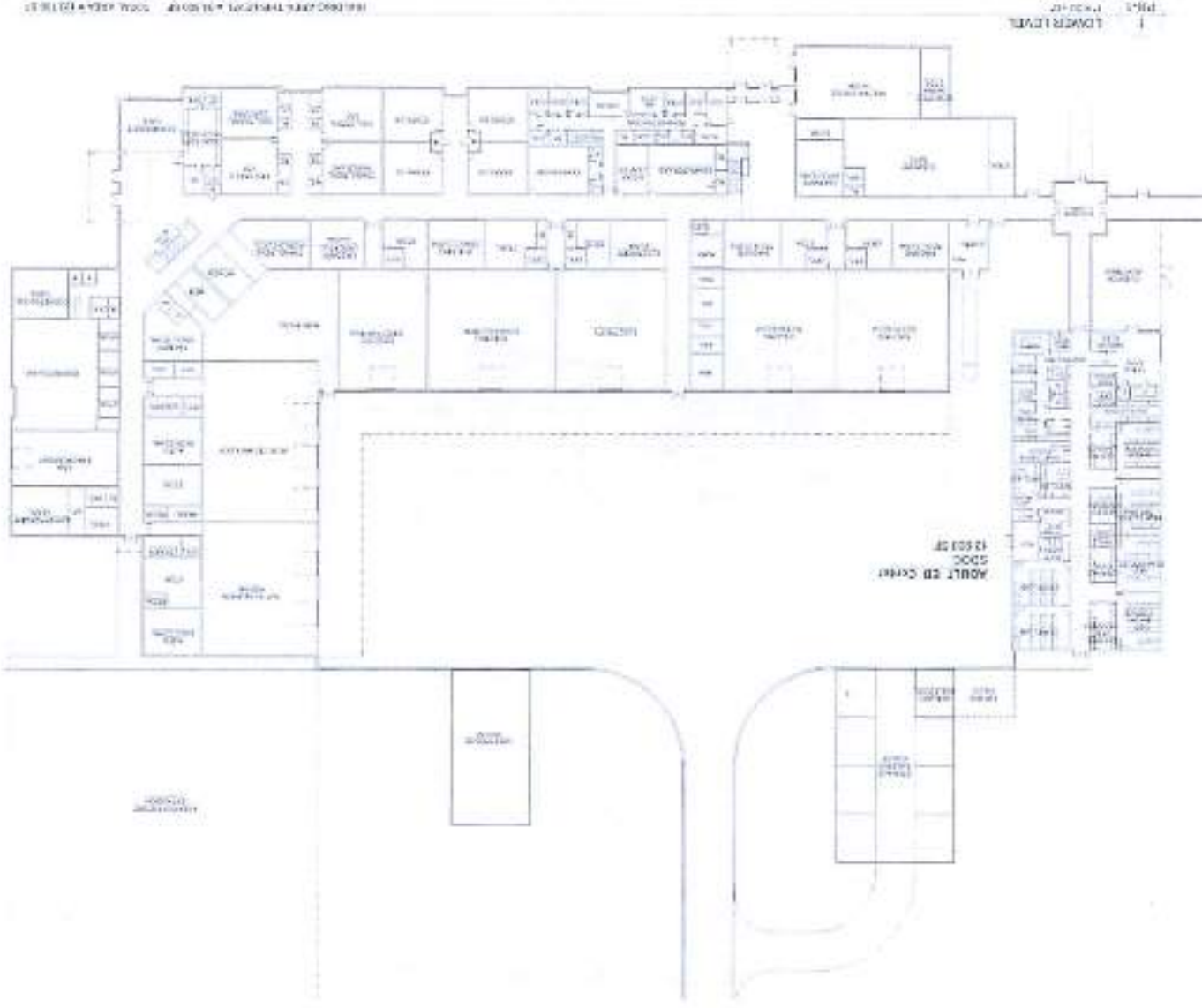
BUILDING AREA = 26,900 SF

Exhibit D - Page 4

CONCEPT FLOOR PLAN - LOWER LEVEL

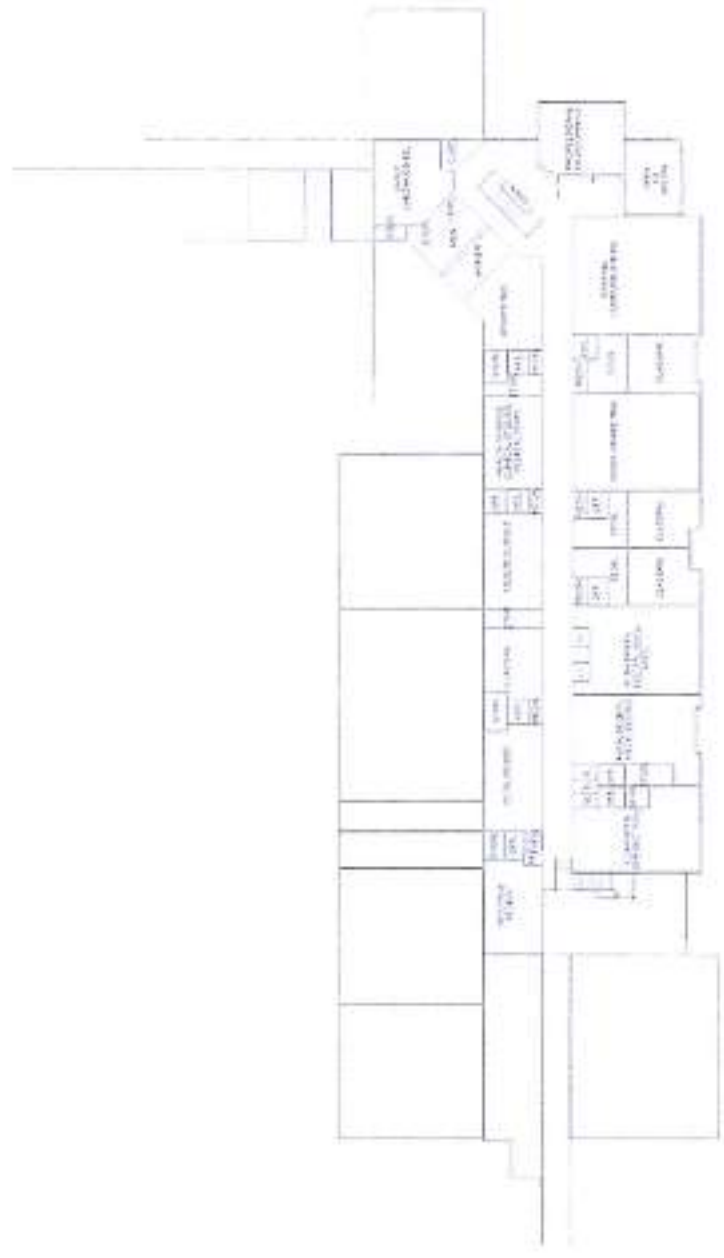
OCWDC GATE BUILDING (SDC)
PHASE 2
AUG 27, 2014

mcmillan | padden | smith
ARCHITECTS



PHASE 2 LOWER LEVEL
BUILDING NUMBER: 12501 SF
TOTAL AREA: 12501 SF

Exhibit D - Page 5



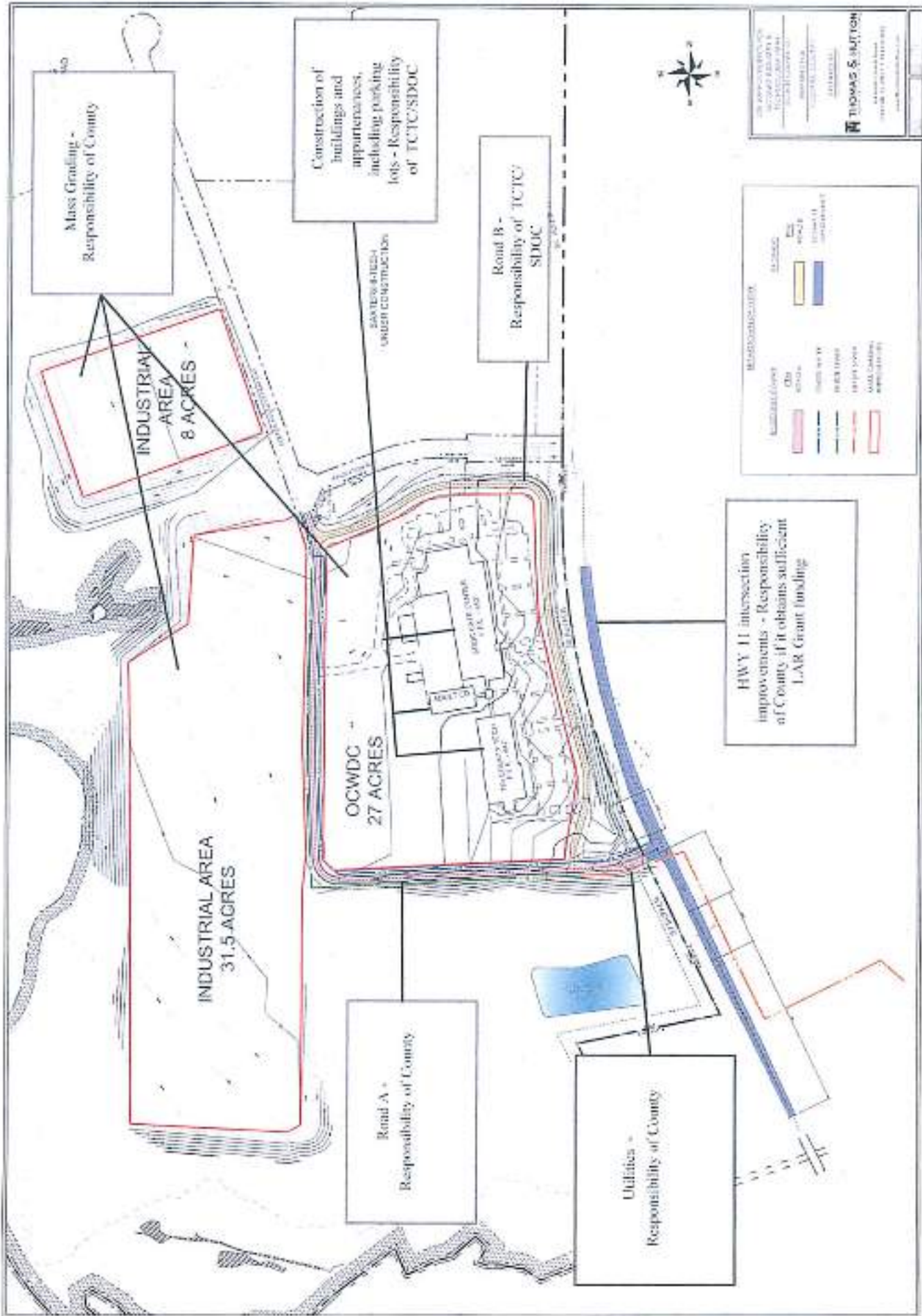
UPPER LEVEL
1
FR-2

ENCLOSURE AREA 1199 LEVEL = 12.200'±



OCWDC GATE BUILDING (SDOC)
PHASE 1
SHEET 14.000

CONCEPT FLOOR PLAN - UPPER LEVEL



Mass Grading -
Responsibility of County

Construction of
buildings and
appearances,
including parking
lots - Responsibility
of TCTC/SIDOC

Road B -
Responsibility of TCTC/
SIDOC

Road A -
Responsibility of County

Utilities -
Responsibility of County

HWY 11 intersection
improvements - Responsibility
of County if it obtains sufficient
LAR Grant funding

INDUSTRIAL
AREA
8 ACRES

INDUSTRIAL AREA
31.5 ACRES

OCWDC -
27 ACRES

INDUSTRIAL AREA
11.5 ACRES

INDUSTRIAL AREA
11.5 ACRES

THE ARCHITECTS OF
RECORD FOR THE
TCTC/SIDOC TRACT
SAN JOAQUIN COUNTY
CALIFORNIA

ARCHITECTS
1000 W. BROADWAY
SACRAMENTO, CA 95811
TEL: 916.441.1111
WWW.TSOLUTIONS.COM

THOMAS SOLUTIONS
AN ARCHITECTURAL FIRM
1000 W. BROADWAY
SACRAMENTO, CA 95811
TEL: 916.441.1111
WWW.TSOLUTIONS.COM

Responsibility

Material/Type	Color
City	Blue
County	Yellow
State	Green
Federal	Red
Private	Black
Other	Grey
Not Specified	White



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-07**

**A RESOLUTION ESTABLISHING THE OCONEE
COUNTY RECREATION REVIEW TASK FORCE**

WHEREAS, the Oconee County Council (the “Council”) recognizes that sports and other recreational activities are beneficial for the health and general welfare of Oconee County citizens; and

WHEREAS, Council desires to support and develop both youth and adult recreational activities in Oconee County; and

WHEREAS, Council deems it prudent to organize a Recreation Review Task Force for the limited purpose of assessing current recreational activities available in Oconee County, evaluating potential future recreational activities and/or programs, and reporting its findings to Council.

NOW, THEREFORE, it is hereby Resolved by the Oconee County Council, in meeting duly assembled, that:

Section 1: Establishment of the Oconee County Recreation Review Task Force.

There is hereby established the Oconee County Recreation Review Task Force (“Task Force”), which is created for the limited purpose of assessing current recreational activities available in Oconee County, evaluating potential future recreational activities and/or programs, and reporting its findings to Council.

Section 2: Membership.

- a. The Task Force shall be organized and chaired by District 4 Council member Julian Davis. In the event Mr. Davis is unable or unwilling to serve, Council shall nominate and elect his successor. Mr. Davis or his successor will be referred to hereinafter as the “Chair.”
- b. The Chair shall appoint additional Task Force members from various organizations representing the stakeholders in sports and recreation activities throughout Oconee County, including representatives from the cities, towns, places, and communities located within Oconee County, as well as, from such other organizations that are customarily associated with sports and recreation, as the Chair deems appropriate.
- c. Appointees to the Task Force will include members with a broad range of sports and recreation experience, training, involvement, and/or education.

- d. Prior to appointment, the Chair shall present its list of candidates for membership to the Council for approval.
- e. Council reserves the right to remove the Chair and any other members of the Task Force for cause.

Section 3: Organization and Meetings.

- a. The Task Force shall be organized by the Chair in a manner appropriate to its tasks and consistent with the make-up of its members. The Chair may appoint such officers as it deems necessary, including a Vice-Chair and a Secretary.
- b. The Task Force shall meet at such intervals as its members deem advisable and expedient.
- c. The Task Force shall follow the latest edition of Robert's Rules of Order in conducting meetings. The Task Force may also adopt such by-laws as it deems necessary for the orderly performance of its duties.
- d. The Task Force shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Oconee County Code of Ordinances and other ordinances, regulations, and laws concerning freedom of information and the conduct of public meetings. As it is an ad hoc committee of limited duration and for a limited purpose, the Task Force shall not be bound by the requirements of § 2-241 of the Oconee County Code of Ordinances, unless stated otherwise herein.

Section 4: Powers and Duties.

- a. The Task Force is constituted as an advisory body only.
- b. The Task Force shall perform its assessment and issue its initial report to Council by October 1, 2017 and its final report to Council by April 1, 2018.

Section 5: Salaries and Funding.

Members of the Task Force shall not receive any salary or reimbursements related to their service on the Task Force.

Section 6: Severability.

Should any section of this Resolution be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof.

RESOLVED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-08**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL AGREEMENT AMENDING LEASE NO. DACW21-1-14-2011 BETWEEN OCONEE COUNTY AND THE UNITED STATES OF AMERICA AND ALSO AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE NO. DACW21-1-17-0022, A NEW LEASE BETWEEN OCONEE COUNTY AND THE UNITED STATES OF AMERICA, ALL IN RELATION TO THE SENECA CREEK BOAT RAMP ACCESS AREA.

WHEREAS, pursuant to Section 4-9-10 of the Code of Laws of South Carolina 1976, as amended, Oconee County (the "County") operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County; and

WHEREAS, pursuant to Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended, the County has the authority to make and execute contracts, among other powers; and

WHEREAS, on February 13, 2014, the Secretary of the Army, acting for and on behalf of the United States of America, did grant Lease No. DACW21-1-14-2011 to Oconee County, South Carolina, for public park and recreation purposes, containing approximately 75.71 acres for a term of ten (10) years, beginning February 21, 2014 and ending February 20, 2024; and

WHEREAS, on October 20, 2014, said lease was amended by Supplemental Agreement No. 1, to add an additional 19.65 acres of Government-owned land at Hartwell Lake Project; and

WHEREAS, it is the desire of the County to remove Seneca Creek Boat Ramp access area consisting of 3.97 acres, more or less, from Lease No. DACW21-1-14-2011 by way of Supplemental Agreement No. 2 (the "Supplemental Agreement") attached hereto as Exhibit "A"; and

WHEREAS, it is the desire of the County to enter into a new and separate lease with the Secretary of the Army on behalf of the United States of America, such lease being captioned Lease No. DACW21-1-17-0022 (the "Lease"), attached hereto as Exhibit "B," for the Seneca Creek Boat Ramp access area, for the operation and maintenance of the premises by Oconee County for a term of twenty-five (25) years.

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

Section 1. Supplemental Agreement and Lease Approved. The Supplemental Agreement and Lease are hereby approved, and the County Administrator is hereby authorized to execute and deliver the Supplemental Agreement and Lease in substantially the same forms as Exhibits "A" and "B" attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Supplemental Agreement and the Lease, and to execute and deliver any such documents and instruments on behalf of the County.

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

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

RESOLVED in meeting, duly assembled, this ____ of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

**DEPARTMENT OF THE ARMY
SUPPLEMENTAL AGREEMENT NO. 2
TO LEASE NO. DACW21-1-14-2011
HARTWELL LAKE PROJECT
OCONEE COUNTY, SOUTH CAROLINA**

WHEREAS, on February 13, 2014, the **Secretary of the Army**, acting for and on behalf of the United States of America, as Secretary, did grant lease No. DACW21-1-14-2011 to **Oconee County, South Carolina**, for public park and recreational purposes, containing approximately 75.71 acres for a term of ten (10) years, beginning February 21, 2014 and ending February 20, 2024; and

WHEREAS, on October 20, 2014, said lease was amended by Supplemental Agreement No. 1, to add an additional 19.65 acres of Government-owned land at Hartwell Lake Project, and;

WHEREAS, Oconee County, South Carolina, in a letter dated October 3, 2016, requested to remove Seneca Creek Boat Ramp from subject lease area; and

WHEREAS, it is the desire of the parties to remove Seneca Creek Boat Ramp access area consisting of 3.97 acres, more or less from Lease No. DACW-21-1-14-2011;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, Lease No. DACW21-1-14-2011 is hereby amended in the following particulars, but no others, effective upon date of execution by the United States;

1. Delete in its entirety the granting clause and substitute in lieu thereof new granting clause removing "A6" as follows:

The Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration set forth, hereby leases to the Lessee, the property identified in Exhibits "A1," "A2", "A3", "A4", "A5", "A7", "A9", "A10", "A11", and "A12" being approximately 91.39 acres, attached hereto and made a part hereof, hereinafter referred to as the premises for public park and recreational purposes.

2. Delete in its entirety Condition Number 28 ENVIRONMENTAL CONDITION OF PROPERTY and substitute in lieu thereof Condition Number 28 ENVIRONMENTAL CONDITION OF PROPERTY removing "C6" as follows:

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to storage, release or disposal substances thereon is attached hereto and made a part here of as Exhibits "C1", "C2", "C3", "C4", "C5", "C7", "C8", "C9", "C10", "C11", and "C12". Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of that property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on RESTORATION.

Supplemental Agreement No. 2
DACW21-1-14-2011

3. All other terms and conditions of this Lease instrument shall remain unchanged and in full force and affect.

This Supplemental Agreement No. 2 to Lease No. DACW21-1-14-2011 is not subject to Title 10, U.S.C., Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 2017.

WITNESSES:

This Supplemental Agreement No. 2 to Lease DACW21-1-14-2011 is also executed by the Lessee this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Title: _____

WITNESSES:

STATE OF GEORGIA)
) ss
COUNTY OF CHATHAM)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Chatham County, personally appeared _____, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this _____ day of _____, 2017.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

CERTIFICATE OF AUTHORITY

I _____ (name) certify that I am the _____ (title) of
OCONEE COUNTY, SOUTH CAROLINA, that _____ (signator of outgrant) who
signed the foregoing instrument on behalf of the Lessee was then _____ (title
of signator of outgrant) of OCONEE COUNTY, SOUTH CAROLINA. I further certify that the said
officer was acting within the scope of powers delegated to this officer by the governing body of the
Lessee in executing said instrument.

OCONEE COUNTY, SOUTH CAROLINA

Date: _____

Clerk or Appropriate Officer

(AFFIX SEAL)

**DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
HARTWELL LAKE PROJECT
OCONEE COUNTY, SOUTH CAROLINA**

THIS LEASE is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **OCONEE COUNTY**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **EXHIBITS "A and B,"** attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of **twenty-five (25) years**, beginning **June 1, 2017 and ending May 31, 2042** but revocable at will by the Secretary. Should the proposed development not occur within 5 years of June 1, 2017, this lease will automatically revert to an expiration date of February 20, 2024.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to Oconee County Administrator's Office, Attention: Parks, Recreation & Tourism Director, 415 Pine Street, Walhalla, South Carolina, 29691, and, if to the United States, to the District Engineer, Attn: Chief, Real Estate Division, 100 West Oglethorpe Avenue, Savannah, Georgia 31401-3640, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sub-lessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT AND MANAGEMENT PLANS

The Lessee shall construct, operate, and maintain the premises for park or recreation purposes only and in accordance with a development and management plan as approved in writing by said officer. All structures shall be constructed and landscaping accomplished in accordance with plans approved by said officer. The Lessee also agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee shall remain vested in the Lessee, subject to CONDITION 17: RESTORATION, and shall be maintained by the Lessee to the satisfaction of said officer.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on RESTORATION. However, not structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **EXHIBIT "B"**, and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT AND MANAGEMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of

facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or at the election of the District Engineer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the lands as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby

authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on

demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and

continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction

with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on DEVELOPMENT PLANS herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c. (2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph C. (2) of this clause, and executed in accordance with paragraph c. (3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and

when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal substances thereon is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on RESTORATION.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any spoil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

36. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13658

(1) Any reference in this section to “prime contractor” or “contractor” shall mean the Oconee County, South Carolina, and any reference to “contract” shall refer to Lease No. DACW21-1-17-0022.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate

wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) **Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) **Payroll Records.** (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the

employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will

be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent

permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

{Signature Pages to Follow}

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2017.

Witness

Witness

THIS LEASE is also executed by the Lessee this _____ day of _____, 2017.

OCONEE COUNTY

BY: _____

NAME: _____

TITLE: _____

Witness

Witness

CERTIFICATE OF AUTHORITY

I _____ (name) certify that I am the _____
(title) of **OCONEE COUNTY**, that _____ (signator of outgrant) who
signed the foregoing instrument on behalf of the grantee was then _____ (title
of signator of outgrant) of **OCONEE COUNTY**. I further certify that the said officer was acting
within the scope of powers delegated to this governing body of the grantee in executing said
instrument.

OCONEE COUNTY

Date: _____

Clerk or Appropriate Official

(AFFIX SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for the County of _____ personally
appeared _____, to me known to be the identical person and officer
whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed
the said instrument for the purpose therein expressed as the act and deed of Anderson County.

GIVEN under my hand and seal, this _____ day of _____, 2017.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

STATE OF GEORGIA)
) ss
COUNTY OF CHATHAM)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Chatham County, personally appeared _____, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

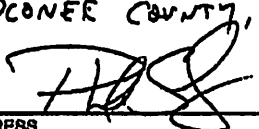
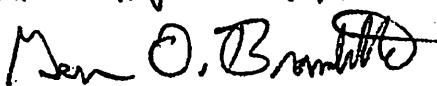
GIVEN under my hand and seal, this _____ day of _____, 2017.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.



JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY (ER 403-1-12)			
INSTRUCTIONS 1. If considered necessary, use a separate ENG Form 3143a for each room surveyed. 2. Additional sheets may be attached for physical characteristics of land and buildings; exterior		and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or an ENG Form 3143a.	
ADDED INSTRUCTIONS (Overprint, if desired)			
SECTION I - PROPERTY DATA AND CONDITION AGREEMENT			
DATE OF SURVEY 2016-11-22	LEASE NO. DACW21-1-17-0022	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN
ACTIVITY Public Park and Recreation Lease		TOTAL LEASED BUILDING AREA (Square Feet) See Attachments	
DESCRIPTION AND LOCATION OF PROPERTY Location: Seneca Creek Access Area, Oconee County, South Carolina * See attachments for facility descriptions, details and condition of property.			
JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY			
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.			
THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.			NO. OF ATTACHMENTS 2 Sheets
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE	
PHIL SHIRLEY, PRT DIRECTOR OCONEE COUNTY, SC 		George O. Bramlette Operations Project Manager, Hartwell Project 	
ADDRESS 1099 S. Cove Road Seneca, SC 29672		ORGANIZATION CESAS-OP-H	

ENG FORM 3143, 1 JUN 1960

(Prepared: CERS-A)

SECTION II - EXTERIOR CONDITION OF THE PROPERTY <i>(Attach sheet for added items.)</i>
ROOF, EAVES, DOWNSPOUTS, ETC. N/A
WALLS N/A
WINDOWS AND DOORS <i>(include storm windows and doors)</i> N/A
FENCING N/A
LAWN, SHRUBBERY, TREES AND PERENNIALS Vegetation is natural forested habitat.
WALKS AND DRIVEWAYS Condition of boat ramp and parking is good. See attached Real Property Inventory
GARAGE AND OUT BUILDINGS N/A
ENTRANCES, ELEVATORS AND PATIOS N/A
SEWAGE N/A
REMARKS <i>(include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)</i>

(Reverse of ENG FORM 3143)

ren_inv_sas.rdf

Inventory Report By Project

03-NOV-2016 06:04 PM

District/Division : SAS

Project : HAR

Name : HARTWELL LAKE & DAM, GA

<u>Structure Number</u>	<u>Property ID</u>	<u>Location</u>	<u>Description</u>	<u>Cost</u>	<u>ACQ Date</u>	<u>INSP Date</u>
SENB01	HAR-18965	SENECA CREEK (SENB01)	BOAT RAMP, CONCRETE, 2-LANE (MAINTAINED BY COUNTY). EXPENSED ASSET VALUE \$7500. DACW21-1-82-1830.LEASED	0.00	01/01/1964	02/22/2016
SENP01	HAR-18966	SENECA CREEK (SENP01)	PARKING, ASPHALT, 7,320 SQ FT., 0.1 MI ASPHALT ROAD. EXPENSED ASSET VALUE \$14000. DACW21-1-82-1830.LEASED	0.00	01/01/1964	02/22/2016

ENVIRONMENTAL CONDITION OF PROPERTY
Savannah District

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

This report was prepared IAW ER 200-2-3 para 14-5 and ASTM Standard E1527-13 to document *all appropriate inquiries* into the previous ownership and uses of the property with the goal of identifying *recognized environmental conditions*.

1. Summary *(Per ASTM 1527-13 paragraph X4.1 Summary—This section provides a summary of the Phase I Environmental Site Assessment process and may include findings, opinions and conclusions.)*

No recognized environmental conditions were identified during the site assessment. The site is currently under lease to Oconee County.

2. Introduction *(Per ASTM 1527-13 paragraph X4.2 Introduction—This section identifies the property (location and legal description) and the purpose of the Phase I Environmental Site Assessment. This section also provides a place to discuss contractual details (including scope of work) as well as limiting conditions, deviations, exceptions, significant assumptions, and special terms and conditions.)*

This ECP is being prepared because Oconee County has requested to extend their existing 10 year lease to a 25 year lease for the purpose of expanding and adding improvements at the Seneca Creek Boat Ramp. This 3.97 acre lease is located at Seneca Creek Road, Clemson, SC. The park currently includes a road, parking area, and a boat ramp. Oconee County has plans to expand the park to include an improved access road, an improved boat ramp, a courtesy dock, a fishing pier, restrooms, and an additional parking area. Undeveloped portions on the site contain a mixture of pine and hardwoods. The surrounding area is commercial and low density residential development.

3. Records Review *(Per ASTM 1527-13 paragraph X4.4 Records Review—This section presents a review of physical setting sources, standard and additional environmental records sources, and historical use information on the property and surrounding area as detailed in Section 8, Records Review.)*

None of the records reviewed indicated the current or past presence of any recognized environmental conditions.

4. Site Reconnaissance *(Per ASTM 1527-13 paragraph X4.5 Site Reconnaissance—This section includes site reconnaissance observations as discussed in Section 9, Site Reconnaissance, including general site setting, interior and exterior observations, and uses and conditions of the property and adjoining properties.)*

No recognized environmental conditions were identified during the site reconnaissance. ECC Anna George walked the access road, shoreline, and parking area on October 28, 2016.

5. Interviews *(Per ASTM 1527-13 paragraph X4.6 Interviews—This section provides a summary of interviews conducted as detailed in Section 10, Interviews with Past and Present Owners and Occupants, and Section 11, Interviews with State and Local Government Officials.)*

None of the interviews indicated the current past or presence of any recognized environmental conditions.

6. Evaluation *(Per ASTM 1527-13 paragraph X4.7 Evaluation—This section documents the findings, opinions and conclusions of the Phase I Environmental Site Assessment as stated in Section 12. This section also includes additional investigations, data gaps, deletions.)*

Site observation and interviews revealed that there are no structures currently at the site. No National Priorities List (NPL) or other environmental liability sites are located within a mile search radius.

7. Non-Scope Considerations *(Per ASTM 1527-13 paragraph X4.8 Non-Scope Services— This section provides a place for recommendations (see 12.15) and summarizes additional services discussed in Section 13, which are not a part of this practice.)*

Interviews and site survey by ECC George give no indication of any non-scope considerations listed in Appendix C. Searches for erosion, wetlands, endangered species and cultural resources surveys performed do not indicate any other environmental issues or conditions at the property that need to be assessed.

8. Environmental Professional Qualifications *(Per ASTM 1527-13 paragraph X.2 Environmental Professional, state specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases (see §312.1(c)) on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f).)*

Education: Anna George received a Bachelor's degree in Parks, Recreation, Tourism Management with an emphasis in Natural Resource Management and a minor in Aquaculture, Fisheries, and Wildlife Biology.

Training: Anna George received training in OSHA Incident Command for Hazardous Materials - Jacksonville, FL 2004; Environmental Laws and Regulations - Huntsville, AL 2008; attended South Atlantic Division Environmental Compliance and Sustainability Workshop - Atlanta, GA 2015; Hazardous Waste Manifest DOT Certification - New Orleans, LA 2016

Experience: Anna George began her career with the Corps in 2001 as a Ranger/ Natural Resource Specialist, and was appointed as Environmental Compliance Coordinator in September 2014. As ECC, she participated on an internal ERGO assessment team for Richard B. Russell Project and Hartwell Project in 2008 and internal ERGO assessments at Hartwell Project in 2015 and 2016.

9. Conclusion

I have performed a Phase I Environmental Site Assessment of the property in conformance with the scope and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in the Evaluation Section of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except those (if any) described listed below.

GEORGE.ANNA.B.12477
60560

Digitally signed by GEORGE.ANNA.B.12477
DN: cn=GEORGE.ANNA.B.12477, o=Geo, ou=Geo, email=anna@geos.com, c=USA, cn=GEORGE.ANNA.B.12477
Date: 2016.11.01 11:31:08 -0500

Anna George
Environmental Professional

10. District Environmental Compliance Coordinator Review and Concurrence

I have consulted with the Environmental Professional above and reviewed this Phase I Environmental Site Assessment of the property. I concur that this document was prepared in conformance with the scope and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in the Evaluation Section of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except those (if any) described listed in Paragraph 9.



Name Roosevelt Pough III
Environmental Professional

Appendices

- APPENDIX A - Records Review Checklist
- APPENDIX B - *All Appropriate Inquires Checklist*
- APPENDIX C - Non-Scope Considerations Checklist
- APPENDIX D - Personnel Interviewed
- APPENDIX E - Aerial Photographs/Map(s) of Property
- APPENDIX F - Other supporting documentation

APPENDIX A - Records Review Checklist

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

Standard Federal, State, and Tribal Environmental Record Sources –The following standard environmental record sources were reviewed, subject to the conditions of ASTM 1527-13 paragraphs 8.1.1 through 8.1.8. Records located are described in the Environmental Condition of Property report.

Source	Approximate Minimum Search Distance, miles (kilometers)	Records Located
EPA's Superfund Enterprise Management System		
http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Federal NPL site list	1.0 (1.6)	
Federal Delisted NPL site list	0.5 (0.8)	
Federal CERCLIS list	0.5 (0.8)	
Federal CERCLIS NFRAP site list	property and adjoining properties	
State and Tribal CERCLIS	0.5 (0.8)	
State and Tribal NPL	1.0 (1.6)	
EPA's Federal Registry System (Select RCRAInfo, it will give you all this information)		
http://www.epa.gov/enviro/html/fii/fii_query_java.html		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Federal RCRA CORRACTS TSD facilities list	1.0 (1.6)	
Federal RCRA non-CORRACTS TSD facilities list	0.5 (0.8)	
Federal RCRA generators list	property and adjoining properties	
State and Tribal leaking storage tanks	0.5 (0.8)	
State and Tribal landfill and/or solid waste disposal lists	0.5 (0.8)	
State and Tribal Brownfield sites	0.5 (0.8)	
State and Tribal registered storage tank	0.5 (0.8)	
State and Tribal volunteer cleanup site	0.5 (0.8)	
Federal ERNS list (http://www.rtknet.org/db/ems/search)	property only	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Environmental Professional

Anna George

Environmental Professional's Signature

GEORGE.ANNA.B.1247760560

Signature of Environmental Professional

APPENDIX B - All Appropriate Inquiries

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	Not Applicable
B.1 Are there structures or other improvements on the property? (ASTM 1527-13 para 9.4.1.7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.2. Are there unoccupied occupant spaces? (ASTM 1527-13 para 9.4.1.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.3 Are buildings on the property heated/cooled? (ASTM 1527-13 para 9.4.3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.4 Does the property have a source of potable water. (ASTM 1527-13 para 9.4.1.9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.5 Does the property have a sewage disposal system including on-site septic systems or cesspools. (ASTM 1527-13 para 9.4.1.10 and 9.4.4.7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.6 Are there stains or corrosion on floors, walls, or ceilings? (ASTM 1527-13 para 9.4.3.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.7 Are there floor drains and sumps on the property? (ASTM 1527-13 para 9.4.3.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.8 Are there above ground storage tanks, or underground storage tanks or vent pipes, fill pipes or access ways indicating underground storage tanks on the property? (ASTM 1527-13 para 9.4.2.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.9 Are there public thoroughfares adjoining the property or any roads, streets, and parking facilities on the property. (ASTM 1527-13 para 9.4.1.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.10 Are current uses likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum product? (ASTM 1527-13 para 9.4.1.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.11 Did past uses of the site involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products? (ASTM 1527-13 para 9.4.1.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.12 Are current uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-13 para 9.4.1.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.13 Are past uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-13 para 9.4.1.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.14 Are there current or past uses in the Surrounding Area likely to indicate recognized environmental conditions in connection with the property?(ASTM 1527-13 para 9.4.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.15 Are hazardous substances or petroleum products likely to migrate to the property, or within or from the property, into groundwater or soil? (ASTM 1527-13 para 9.4.1.6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.16 Are there any strong, pungent, or noxious odors on the property? (ASTM 1527-13 para 9.4.2.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX B - All Appropriate Inquiries

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/ or physically observed* on a site visit, or to the extent they are identified during *interviews or record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	Not Applicable
B.17 Are there pools of liquid including standing surface water or pools/sumps containing liquids likely to be hazardous substances or petroleum products on the property? (ASTM 1527-13 para 9.4.2.6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.18 Are there drums (whether or not they are leaking) on the property? Note: Drums often hold 55 gal (208 L) of liquid, but containers as small as 5 gal (19 L) should also be described. (ASTM 1527-13 para 9.4.2.7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.19 Are there containers identified as containing hazardous substances or petroleum products on the property and are or might be a recognized environmental condition? (ASTM 1527-13 para 9.4.2.8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.20 Are there open or damaged containers containing unidentified substances suspected of being hazardous substances or petroleum products on the property? (ASTM 1527-13 para 9.4.2.9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.21 Is there electrical or hydraulic equipment known to contain PCBs or likely to contain PCBs on the property? (ASTM 1527-13 para 9.4.2.10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.22 Are there pits, ponds, or lagoons on the property? (ASTM 1527-13 para 9.4.4.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.23 Are there pits, ponds, or lagoons on adjoining properties? (ASTM 1527-13 para 9.4.4.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.24 Are there areas of stained soil or pavement on the property? (ASTM 1527-13 para 9.4.4.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.25 Are there areas of stressed vegetation (from something other than insufficient water) on the property? (ASTM 1527-13 para 9.4.4.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.26 Are there areas that are apparently filled or graded by non-natural causes (or filled by fill of unknown origin) suggesting trash construction debris, demolition debris, or other solid waste disposal, or mounds or depressions suggesting trash or other solid waste disposal on the property? (ASTM 1527-13 para 9.4.4.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.27 Is there any wastewater or other liquid (including storm water) or any discharge into a drain, ditch, underground injection system, or stream on or adjacent to the property? (ASTM 1527-13 para 9.4.4.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.28 Are there any wells including dry wells, irrigation wells, injection wells, abandoned wells, or other wells on the property? (ASTM 1527-13 para 9.4.4.6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Professional

Anna George

Environmental Professional's Signature

GEORGE.ANNA.B.1247760560

Printed report by MICHAEL BAKER CORPORATION
on 10/31/2016 10:52:00 AM
For the use of the client

APPENDIX C - Non-Scope Considerations Checklist

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	Not Applicable
C.1 Is there documented evidence of asbestos (e.g., tests, surveys, management plan) in any of the facilities on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.2 Has all friable asbestos on the property or within facilities on the property been removed or become subject to an Operation and Maintenance (O&M) program so that it does not create the potential for human exposure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.3 Does the site survey of pre-1980 construction identify potential asbestos containing materials (e.g., boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.4 Were any structures or facilities on the property constructed prior to 1979?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.5 Has a screening test been conducted on the property for lead-based paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.6 If so, were the screening tests positive for lead-based paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.7 Is any of the on-site paint peeling or chipped?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.8 Are insecticides, fungicides, or rodenticides used in greater than household quantities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.9 Are insecticides, fungicides, or rodenticides used in accordance with manufacturers instructions/recommendations? If, NO, comment in report.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.10 Are insecticides, fungicides, or rodenticides stored on site in greater than household quantities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.11 Have there been reports or evidence of a spill of any pesticides, fungicides, or herbicides on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.12 Has the property been used for chemical or biological testing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.13 Has the property been used for burying medical or biohazardous waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.14 Have any citizen complaints or local law enforcement actions occurred regarding munitions or explosives on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.15 Has the site served as a small arms test range or otherwise to service weapons?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.16 Are any ranges, berms, open burning/open detonation (OB/OD), training, or impact areas onsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.17 Has the property ever been suspected to contain radioactive waste, including mixed waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.18 Have radiological substances ever been used or services provided on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX C - Non-Scope Considerations Checklist

Property: **Seneca Creek Boat Ramp**

Date Prepared: **Oct 31, 2016**

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	Not Applicable
C.19 Has the property been surveyed for radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.20 Did the radon survey indicate test results above 4 pCi/l (pico curies/liter)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.21 Do records indicate that nearby structures have elevated indoor levels of radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.22 Does the facility emit air pollutants into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.23 Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.24 Is the facility in violation or has the facility been in violation of the NSPS or the permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.25 Is the facility located in a nonattainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.26 Will the facility be subject to maximum attainable control technology (MACT)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.27 Is the capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is a non-attainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.28 Does the facility incinerate any wastes of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.29 Does the property have erosion problems (i.e., gullies, arroyos, sediment loading during storms)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.30 Are there any floodplains or wetlands or sinkholes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.31 Are there any valuable mineral resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.32 Is mold present in facilities on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.33 Are there any other conditions that exist on the property that should be considered in the decision to outgrant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Professional

Anna George

Environmental Professional's Signature

GEORGE.ANNA.B.1247760560



APPENDIX D - Personnel Interviewed

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

The objective of *interviews* is to obtain information indicating *recognized environmental conditions* in connection with the *property*. Listed below are the past and present *owners, operators, and occupants* of the *property*, as well as federal, state, and/or local government officials with knowledge of the current and historical uses and condition of the property. (ASTM 1527-13 para 10.1 thru 11.8)

Name: Scott Watson

Title: Natural Resource Specialist (Real Estate)

Date last interviewed: 27 October 2016

Other info: Mr. Watson has 19 years of Real Estate experience at Hartwell Project.

Name: Phillip S. Shirley

Title: Director of Parks, Recreation and Tourism, Oconee County

Date last interviewed: 27 October 2016

Other info: Mr. Shirley has 12 years of experience as the Director of Oconee County, SC PRT and is familiar with Seneca Creek Access.

Name:

Title:

Date last interviewed:

Other info:

Name:

Title:

Date last interviewed:

Other info:

Name:

Title:

Date last interviewed:

Other info:

APPENDIX D - Personnel Interviewed

Property: Seneca Creek Boat Ramp

Date Prepared: Oct 31, 2016

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Environmental Professional

Anna George

Environmental Professional's Signature

GEORGE,ANNA,B.1247760560

Digitally signed by Anna George, DN: cn=Anna George, o=US Army Corps of Engineers, ou=US Army Corps of Engineers, email=anna.george@usace.army.mil

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2017-09**

**A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON,
AND TO AUTHORIZE COUNTY CONSENT TO AND PURSUIT OF JUDICIAL
ABANDONMENT AND CLOSURE OF, A PORTION OF A LINHART ROAD, AN
OCONEE COUNTY PUBLIC ROAD; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Linhart Road (the "Road") is currently an Oconee County public road that is maintained by Oconee County. See Attachment 1 to the Staff Report of Findings, prepared by Kyle Reid, dated May 26, 2017 ("Staff Report"), attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Oconee County Roads and Bridges Department has contacted all owners of real property abutting the Road (hereinafter referred to as "Owners"), and all Owners have expressed their desire that the County abandon a certain portion of the Road ("Portion of the Road to be Abandoned"); and

WHEREAS, the Portion of the Road to be Abandoned begins approximately three hundred (300') feet from the intersection of the Road and West Union Road and ends at said intersection of the Road and West Union Road, as shown on Attachment 2 to Exhibit "A"; and

WHEREAS, with respect to the Portion of the Road to be Abandoned, Oconee County has complied with § 26-9 of the Oconee County Code of Ordinances pertaining to cessation of maintenance and consent to judicial abandonment of Oconee County public roads; and

WHEREAS, none of the procedures undertaken by Oconee County have shown a need for the Portion of the Road to be Abandoned to be maintained by Oconee County or to remain a public road, and the Oconee County Transportation Committee and Oconee County staff have recommended that Oconee County consent to and pursue judicial abandonment; and

WHEREAS, in accordance with § 26-9 of the Oconee County Code of Ordinances, the County shall comply with all applicable laws, including, without limitation, S.C. Code § 57-9-10, *et seq.*, (providing all required notices and service of process to interested parties in accordance with applicable law and filing a proper petition with a court of competent jurisdiction). Additionally, prior to and as a condition precedent to abandonment, the County must receive adequate deeded right-of-way at the proposed new termination point of County maintenance in order to construct a cul-de-sac of adequate turn around dimensions; and

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to cease maintenance of the Portion of the Road to be Abandoned, contingent on fulfillment of the requirements set forth in § 26-9 of the Oconee County Code of Ordinances and South Carolina state law; Oconee County further desires to express its intent to authorize consent to, and intent to pursue, judicial abandonment of the Road.

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

1. Oconee County, acting by and through its County Council, hereby states that Oconee County will no longer maintain that portion of the Road which begins approximately three hundred (300') feet from the intersection of the Road and West Union Road and which ends at said intersection, as shown on Attachment 1 to Exhibit "A."
2. Providing all applicable laws are complied with, including § 26-9 of the Oconee County Code of Ordinances and S.C. Code § 57-9-10, *et seq.*, and that the County receives adequate deeded right-of-way at the proposed new termination point of County maintenance in order to construct a cul-de-sac of adequate turn around dimensions, Oconee County consents to, and will pursue, the judicial abandonment and closure of the portion of Linhart Road (the Portion of the Road to be Abandoned) as specifically set forth above.

3. All actions, orders, and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED in meeting, duly assembled, this ____ of _____, 2017.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

Exhibit A

STAFF REPORT OF FINDINGS

TO: County Council
FROM: Kyle Reid, Asst. Director of Public Works
DATE: May 26, 2017

LINHART RD (WA-156) ABANDONMENT AND CLOSURE

FACTS

Oconee County Roads & Bridges has been contacted by the owners of Sharpe Manufacturing whose facility is located along Linhart Rd (WA-156) about the abandonment of a portion of the road to allow for further expansion. The proposed abandonment would abandon approximately 300' of road on the West Union Rd end and the construction of a cul de sac at the termination. The process for road closure and abandonment is to follow the requirements listed in the ordinance referenced below. Summary of Investigations:

	<u>The County Needs to Determine:</u>	<u>Determination:</u>	<u>Attachment</u>
1	Whether Linhart Rd is or has been a County Road	Linhart Rd is a County Road	1
2	If the section of Linhart Rd is still a County Road	Yes, the section of Linhart Rd is still a County Road	1
3	If the section of Linhart Rd to be abandoned is in use by the general public or if the road has been practically abandoned	The section of Linhart Rd is in use by the general public. The owner requests that the County abandon Linhart Rd so that the company may expand.	1
4	If documentation is available relating to the status of the access easement	Documentation is available	1
5	If other information is available to assist County Council in evaluating the best interest for the Oconee County public.	Comments were solicited from the posting of a sign indicating that Linhart Rd was proposed for abandonment and closure	2

Pertinent Ordinance or Regulation

Oconee County Code of Ordinances Section 26-9 (Attachment 3)

Recommendations

Linhart Rd is a gravel county maintained road that serves seven residences, a back entrance to Walhalla Wesleyan Church, and Sharpe Manufacturing. It also has been used to cut through from West Union Rd to Anderson St. Sharpe Manufacturing is on the corner of Linhart Rd and West Union Rd. Property and business owners Jeff and Lois Sharpe contacted Oconee County Roads and Bridges about problems related to the proximity of the road and the manufacturing business. Oconee County Roads and Bridges have received several complaints through the years about speeding and traffic on the road. Oconee County proposed abandonment and closure of a 300' portion of the road on the West Union Rd end and

construction of a cul de sac. The department contacted all of the property owners along the road to discuss the proposed abandonment and closure. All of the property owners along the road desired the abandonment and closure as proposed. It is my recommendation to abandon and close the portion of Linhart Rd in question. That portion of the road has a poor alignment and requires continual maintenance due to poor drainage. I also recommend that abandonment and closure of this portion of Linhart Rd be contingent upon receiving right-of-way necessary to construct a cul de sac where the County maintenance is proposed to end. If this recommendation is supported by the County Council as to whether the request for abandonment and closure should be honored then the County will proceed with the process to abandon the portion of Linhart Rd as described. If this recommendation is not supported by the County Council, no further action is needed.

ATTACHMENT 1



ATTACHMENT 2

WA-156 Linhart Rd
Closure Sign Photos

Sign posted
approximately 300 Ft
from Old West Union
Rd on the inbound lane
for traffic approaching
from Anderson Rd.



ATTACHMENT 3

Sec. 26-9. Road closure and abandonment.

(a)

Prior to any request for abandonment and closure of an Oconee County public road being brought before county council, county staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a county road; whether the road still is a county road; whether the road is still in general public use or has been practically abandoned; whether the county has any documentation relating to the status of the road, such as a dedication of right-of-way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist county council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

(b)

Following the investigation referred to in paragraph 1, supra, county staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to county council for its use and final determination whether the county will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of county staff and the transportation committee.

(c)

County council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through county council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by resolution of county council, if such decision be positive.

(d)

If county council consents to the abandonment and closure of a county public road, as addressed herein, the resolution of county council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for county council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the county, itself, is the party requesting the road closure, in which case the county will be the primary party in interest to comply with this section) shall fully comply with all applicable law, including, without limitation, S.C. Code 1976, § 57-9-10, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the county council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

(Ord. No. 2010-28. §§ 1—5. 10-19-2010)

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Accommodations Tax funding to Mountain Lakes CVB for FY18!

BACKGROUND OR HISTORY:

PRT Commission and PRT staff recommends \$152,000 from State and Local ATAX funds for 2017-18 Mountain Lakes CVB funding. This represents no increase from the previous year's funding. It is estimated that \$125,000 will come from 65% State ATAX fund and \$27,000 will come from Local ATAX fund. Exact amounts from each account will be determined upon receipt of the 4th Quarter State ATAX check in August 2017. This request was unanimously approved by the PRT Commission on 5-11-17.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly: No, ATAX funding of CVB

STAFF RECOMMENDATION:

Staff recommends approval of \$152,000 from State and Local ATAX accounts. Exact amounts from each account will be determined upon receipt of the 4th Quarter State ATAX check in August.

FINANCIAL IMPACT:

Estimated \$27,000 from the Local ATAX fund, \$125,000 from the 65% State ATAX fund. It is estimated the Local ATAX check will be cut in July and the State ATAX check will be cut in August upon receipt of the 4th Quarter funding.

Local ATAX balance = \$161,908

State ATAX 65% balance = \$85,107

There are two Agenda items for local ATAX tonight. If all local ATAX expenditures are approved, new balances will be: Local ATAX = \$97,013

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance


_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley – PRT Director
Department Head/Elected Official



Scott Moulder-Oconee County Administrator

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 6, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Commission Local ATAX recommendations of \$37,895 for upcoming events/projects, which includes \$5,000 for South Carolina Sports Alliance, \$25,000 for Road Titans 300 Cycling event, \$3,200 for Discover Oconee weekly radio show, \$2,195 for Destination Oconee photo kiosk and \$2,500 for playground accessories. The requests were unanimously approved and recommended by the PRT Commission on 05/11/17.

BACKGROUND OR HISTORY:

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

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

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Staff recommends approval of ATAX recommendations by the PRT Commission!

FINANCIAL IMPACT:

Local ATAX balance as of May 23, 2016 = \$161,908

See spreadsheet for grant recommendations. There are two Agenda items for local ATAX tonight. If all local ATAX expenditures are approved, new balances will be: Local ATAX = \$97,013

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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

May-17

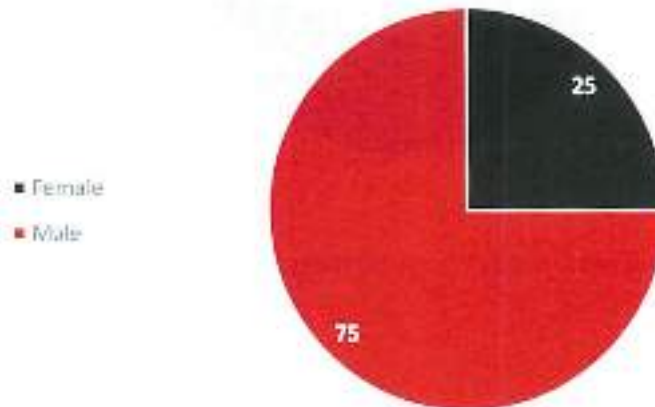
Local ATAX Recommendations-May 2017

Applicant	Funds Requested	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
<u>Internal Projects-Oconee PRT</u>				
South Carolina Sports Alliance	\$5,000	Membership, recruiting, travel shows	\$5,000	\$5,000
Road Titans Cycling Event	\$25,000	Road Titans 300/150 cycling challenge (Oct. 13-15)	\$25,000	\$25,000
Discover Oconee Radio Show	\$3,200	Weekly radio show highlighting Oconee	\$3,200	\$3,200
Destination Oconee Kiosk	\$2,195	Photo kiosk for County Parks and attractions	\$2,195	\$2,195
Playground Accessory Mats	\$2,500	Swing Mats for safety	\$2,500	\$2,500
	\$37,895	Total Internal Projects	\$37,895	\$37,895

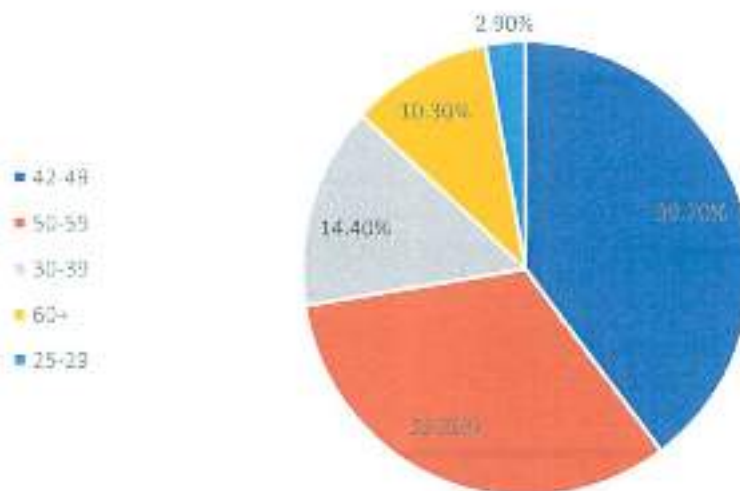
Road Titans 300+ Summary

1. 2016 event Stats

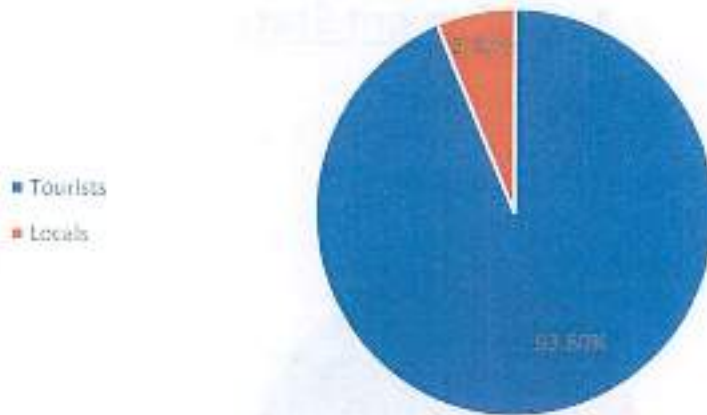
Gender



Ages

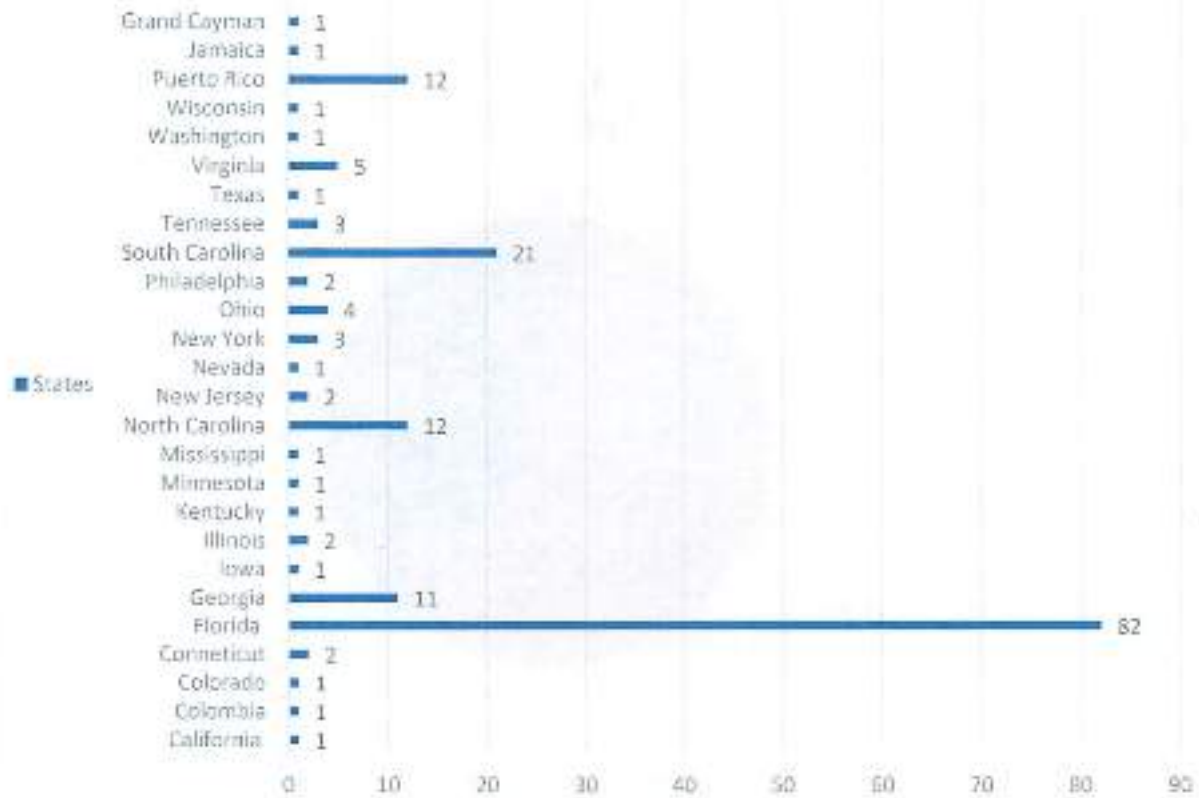


Tourists vs Locals



*Tourist - a person that travels 50 miles or more.

States/Countries represented



2. Economic Impact

- The data above shows an estimate of the economic impact that Road Titans 300+ has on the Oconee County. The numbers are based on the following information:

Nights	4
Days	5
Hotel night rate	\$ 129.00
Meal expenses	\$ 40.00
Other expenses	\$ 20.00
Total	\$ 816.00

**Total expenses per person during the event*

Note: Meal expenses are based on breakfast and dinner average expenses per day.

Road Titans 300+ 2016 (Real numbers)					
Participants	Room nights (avg)	Hotel	Meals	Other	TOTAL
100	400	\$ 51,600	\$ 20,000.00	\$ 10,000.00	\$ 81,552.00

Road Titans 300+ 2016 (Estimate without Hurricane)					
Participants	Room nights (avg)	Hotel	Meals	Other	TOTAL
175	700	\$ 90,300	\$ 35,000	\$ 17,000	\$ 142,300.00

**Hotel prices are based on a flat rate of \$129 per night + taxes.*

Ccom Group expenses during:	
Event 2016	TOTAL
\$ 13,050.31	\$ 13,050.31

Results

The results show an economic impact of **\$94,602.31** in Oconee County, during 2016.

Without the Hurricane, the economic impact will've been **\$155,350.31** during 2016

THOMAS & HUTTON

304 NORTH CHURCH STREET
GREENVILLE, SC 29601 | 864.412.2222
WWW.THOMASANDHUTTON.COM

May 22, 2017

Mr. Richard Blackwell
Executive Director
Oconee Economic Alliance
528 Bypass 123, Suite G
Seneca, SC 29678

Re: Seneca Rail Site
Entrance Roadway Improvements
Oconee County, South Carolina
Letter Agreement for Services

Dear Mr. Blackwell:

Thank you for requesting our engineering services for the Entrance Roadway Improvements to serve the Seneca Rail Site in Oconee County, South Carolina.

Our services will consist of the Design Phase, Permitting Phase, Bidding & Awarding Phase, Construction Phase and Closeout Phase, as set forth in the Professional Services Agreement executed April 12, 2016, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the Professional Services Agreement executed between Thomas & Hutton and Oconee County on April 12, 2016. You will be billed monthly for our services rendered.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Roadway Design:	Lump Sum	\$ 24,000.00
Landscape Design:	Lump Sum	\$ 4,000.00
Project Team and Coordination Meetings:	Lump Sum	\$ 8,500.00
Permitting:	Lump Sum	\$ 11,000.00
Bidding & Award:	Lump Sum	\$ 5,750.00
Construction:	Lump Sum	\$ 21,380.00

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

 Owner's Initials
 Consultant's Initials

Mr. Richard Blackwell
Executive Director
Oconee County, South Carolina
Letter Agreement for Services
February 15, 2017
Page 2

This proposal between Oconee County ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Professional Services Agreement executed between Thomas & Hutton and Oconee County on April 12, 2016, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until June 15, 2017, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 

Kevin Shoemake, P.E., LEED AP
Vice President, Regional Director

RWP/mwa

Enclosures: Scope of Services
Consulting Services Rate Sheet
Entrance Roadway Improvements Exhibit

ACCEPTED: _____, 2017

By _____

TITLE

Owner's Initials

 Consultant's Initials

SCOPE OF SERVICES

Entrance Roadway Improvements (2,500 lf) to serve the Seneca Rail Site in Oconee County, SC.

1. **SCOPE OF SERVICES**

A. **Design Phase**

1. **Engineering Design - Entrance Roadway Improvements**

Proposed entrance roadway improvements include approximately 2,500 LF of Industrial grade roadway as shown on the attached Entrance Roadway Improvements Exhibit. Design will include modifications to the existing entrance at Shiloh Road, resurfacing of the existing roadway, modifications to the existing parking lot, design of new industrial roadway and any stormwater detention required by South Carolina Department of Health and Environmental Control (SCDHEC). Modifications to the existing parking lot will include resurfacing and restriping of parking spaces and does not include regrading or storm drainage for the parking lot. Pavement design will be per recommendation provided by the Owners Geotechnical Engineer. The Roadway plans will include:

- Roadway Grading Information
- Restriping of Existing Parking Lot
- Entrance at Shiloh Road
- Roadway - centerline geometry, stationing, and elevations.
- Roadway Profile
- Roadway Construction Details
- Roadway Technical specifications

Note that the referenced above design shall take place within the previously prepared R/W as prepared by others. Consultant does not take responsibility for horizontal geometry that may not meet county or industry standards. This scope does not include any potential modifications to said R/W or redesign of the roadway associated with a potential realignment.

2. **Landscape Design**

Consultant shall provide a landscape planting plan for the Seneca Rail Site at a comparable level as would be typically found for the entrance to an industrial park. The plan shall be prepared by a Registered Landscape Architect.

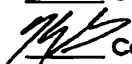
3. **Project Team and Coordination Meetings**

Project Team Meetings - Consultant shall attend three (3) project meetings at the request of the Owner during the design phase to review design and owner comments. All other meetings will be at the enclosed Hourly Rate Schedule.

Rail Spur Coordination Meeting - Consultant will prepare exhibits and attend meeting one (1) meeting with City of Seneca representatives to discuss crossing the existing rail spur with the proposed roadway. Coordination also includes (1) meeting with Norfolk Southern if deemed necessary.

Sign Coordination Meeting - Consultant will coordinate the location of a monument sign at the entrance with the selected sign company. Coordination

Owner's Initials



Consultant's Initials

does not include sign design or structural design. A sign company, as selected by the County, will be responsible for sign design per guidance and direction from County personnel.

B. Permit Phase

1. Permits

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- SCDHEC – Land Disturbance
- Oconee County – Driveway Encroachment
- SCDOT – Encroachment Permit
- Existing Railroad Crossing Improvement Approval

At this time, we are continuing to coordinate with Norfolk Southern to determine the full extent of permitting that will be required for milling and resurfacing the existing roadway located in their right-of-way.

Submittal fees are not included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

2. Erosion Control Permit

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance includes, when requested by the Owner:

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee). This will include a certification that the Storm Water Pollution Prevention Plan (SWPPP) has been prepared in accordance with the General Permit.
- Provide an initial observation of the measures installed under the SWPPP within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the SWPPP.
- Weekly SWPPP inspections and associated reports.
- Submittal of monthly reports to SCDHEC

Owner's Initials



Consultant's Initials

C. **Bidding & Awarding Phase**

Consultant shall assist Owner during the Bid Phase. Services provided during this phase shall include preparation of contract documents, assembling bid packages, conducting a pre-bid meeting, responding to contractor questions, opening of received bids and preparation of the Consultant's recommendation letter for award of bid.

D. **Construction Phase**

During the course of construction, the Consultant will provide the following services:

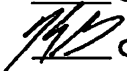
- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent. Scope is based on a construction period of 3 months = 13 weeks.
- Process and respond to RFI's from Contractor
- Review Contractor's Payment Applications.
- Attend final field inspections by regulating agencies for the project.
- Review as-built survey provided by Contractor.
- Request project acceptance by applicable agencies.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

The fee associated with Construction Services covers a 3-month construction period. If unforeseen delays occur on the project due to weather, project changes, or contractors schedule that cause the construction timeframe for these improvements to last past the projected 3-month period, construction services will be billed on time & expense based upon the approved hourly rate sheet that is part of our professional services contract with Oconee County. The additional services will need to be approved by Oconee County, as deemed necessary, based on a revised estimated completion.

Owner's Initials



Consultant's Initials

E. **Exclusions**

Items **not** included in the scope of services are as follows:

- Services related to Grant Administration
- Traffic Study
- Signal Design
- Monument Sign Design
- Structural Design for Monument Sign
- Topographic Survey or Right-of-Way Plat
- As-built Survey for closeout (to be provided by Contractor)
- Wet or Dry Utility Design
- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Construction Materials Testing
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the Owner in writing.

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THOMAS & HUTTON

Consulting Services On A Time And Expense Basis

January 1, 2017

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

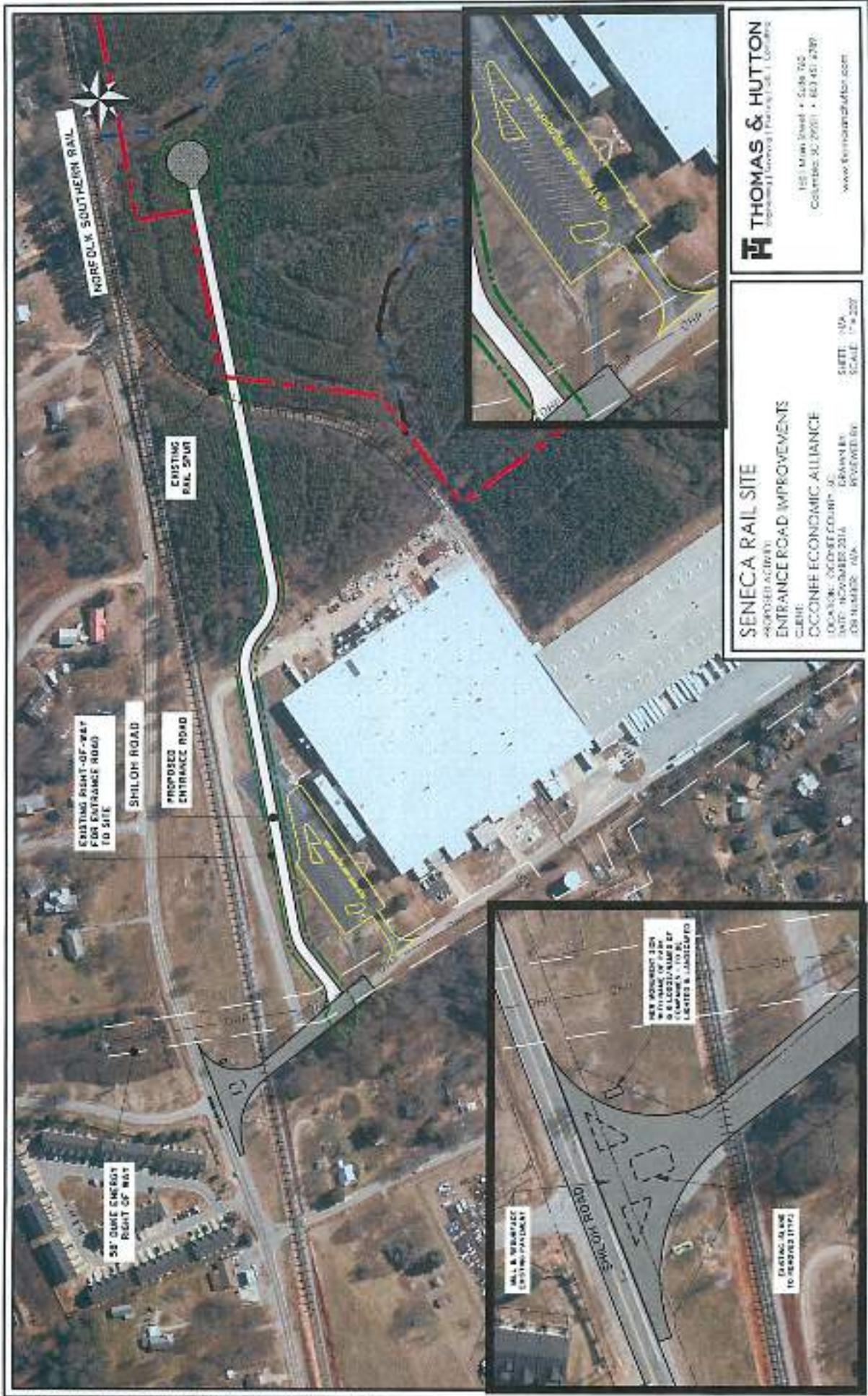
The current hourly rate charges for each skill position for 2017 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 215.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 195.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 180.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V	GIS Manager V		
\$ 160.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 150.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 140.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 135.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
\$ 125.00	Designer IV Engineering Technician IV	Staff Surveyor IV Survey Field Supervisor Survey Party (2-Men)	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 115.00	Designer III Engineering Technician III	Staff Surveyor III	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 105.00	Designer II Engineering Technician II	Staff Surveyor II	Landscape Designer II	GIS Analyst II	Field Representative III	Application Developer II
\$ 100.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor I	Landscape Designer I	GIS Analyst I	Field Representative II	Application Developer I, Permit Coordinator II, Admin IV
\$ 95.00	CADD Technician III	Survey Technician III	Landscape Technician III	GIS Technician III		Permit Coordinator I
\$ 85.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 80.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
\$ 75.00					Field Representative I	Admin II
\$ 70.00						Admin I
\$ 365.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.54 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2018, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.
6. Boats with a length of 17 feet and greater shall be billed at a rate of \$160 per day. Boats with a length less than 17 feet shall be billed at a rate of \$90 per day.

Thomas & Hutton
Seneca Rail Site - Entrance Roadway Improvements
Proposed Hourly Schedule
5/23/2017

Phase	Task	Senior Manager			Project Manager			Designer I			Administrative I			Subtotal
		Quantity	Units	Rate	Quantity	Units	Rate	Quantity	Units	Rate	Quantity	Units	Rate	
Design														
Entrance Roadway	Road Design	10	hrs	\$ 190.00	60	hrs	\$ 135.00	70	hrs	\$ 100.00	4	hrs	\$ 70.00	\$ 17,280.00
	Technical Specs	4	hrs	\$ 190.00	10	hrs	\$ 135.00	10	hrs	\$ 100.00	9	hrs	\$ 70.00	\$ 3,740.00
	QA/QC Review	10	hrs	\$ 190.00	8	hrs	\$ 135.00		hrs	\$ 100.00		hrs	\$ 70.00	\$ 2,980.00
														\$ 24,000.00
Landscaping	Landscape Design	1	hrs	\$ 190.00	2	hrs	\$ 135.00	20	hrs	\$ 100.00		hrs	\$ 70.00	\$ 2,460.00
	Technical Specs		hrs	\$ 190.00	2	hrs	\$ 135.00	3	hrs	\$ 100.00	10	hrs	\$ 70.00	\$ 1,270.00
	QA/QC Review		hrs	\$ 190.00	2	hrs	\$ 135.00		hrs	\$ 100.00		hrs	\$ 70.00	\$ 270.00
														\$ 4,000.00
Project Team & Coordination Meetings	Project Team Meetings	4	hrs	\$ 190.00	16	hrs	\$ 135.00	14	hrs	\$ 100.00	6	hrs	\$ 70.00	\$ 4,740.00
	Rail Spur Coordination & Meetings	2	hrs	\$ 190.00	8	hrs	\$ 135.00	7	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 2,300.00
	Sign Coordination & Meeting	2	hrs	\$ 190.00	4	hrs	\$ 135.00	4	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,460.00
														\$ 8,500.00
Permitting														
	SCDHEC Land Disturbance	2	hrs	\$ 190.00	16	hrs	\$ 135.00	20	hrs	\$ 100.00	17	hrs	\$ 70.00	\$ 5,730.00
	Oconee County Driveway Entroachment		hrs	\$ 190.00	4	hrs	\$ 135.00	4	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,080.00
	Existing Railroad Crossing Improvement Approval	2	hrs	\$ 190.00	10	hrs	\$ 135.00	10	hrs	\$ 100.00	4	hrs	\$ 70.00	\$ 3,010.00
	SCDOT Entroachment		hrs	\$ 190.00	4	hrs	\$ 135.00	5	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,180.00
														\$ 11,000.00
Bidding														
	Pre Bid Meeting & Minutes	1	hrs	\$ 190.00	4	hrs	\$ 135.00	8	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,670.00
	Prepare Addenda and Clarifications to Contractors	1	hrs	\$ 190.00	4	hrs	\$ 135.00	6	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,470.00
	Bid Opening Meeting		hrs	\$ 190.00	4	hrs	\$ 135.00	8	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,480.00
	Prepare Recommendation for Award and Contract Documents for Execution		hrs	\$ 190.00	2	hrs	\$ 135.00	3	hrs	\$ 100.00	8	hrs	\$ 70.00	\$ 1,130.00
														\$ 5,750.00
Construction														
Construction Administration	Shop Drawings		hrs	\$ 190.00	7	hrs	\$ 135.00	20	hrs	\$ 100.00	3	hrs	\$ 70.00	\$ 3,155.00
	Kickoff Meeting		hrs	\$ 190.00	4	hrs	\$ 135.00	6	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,280.00
	Payment Application Review and Recommendation (3 months @ 1hr/PM & 2 hrs/Designer I)		hrs	\$ 190.00	3	hrs	\$ 135.00	6	hrs	\$ 100.00	3	hrs	\$ 70.00	\$ 1,215.00
	Requests for Information with Contractor	2	hrs	\$ 190.00	8	hrs	\$ 135.00	8	hrs	\$ 100.00	4	hrs	\$ 70.00	\$ 2,540.00
Construction Observation	Roadway Construction Obs (EIT 6hrs/week - PM 2 hrs/week @ 13 weeks		hrs	\$ 190.00	26	hrs	\$ 135.00	78	hrs	\$ 100.00		hrs	\$ 70.00	\$ 11,310.00
Closeout	SCDHEC Notice of Termination and Record Drawing Review		hrs	\$ 190.00	8	hrs	\$ 135.00	8	hrs	\$ 100.00		hrs	\$ 70.00	\$ 1,880.00
														\$ 21,380.00
PROJECT TOTAL													\$ 74,630.00	\$ 74,630.00



THOMAS & HUTTON
 ENGINEERS ARCHITECTS PLANNERS
 105 Mill Street • Suite 702
 Columbia, SC 29201 • 803.457.4789
 www.thomasthutton.com

SENECA RAIL SITE
 PROPOSED ACTIVITY:
ENTRANCE ROAD IMPROVEMENTS
 CLIENT:
CCONEE ECONOMIC ALLIANCE
 LOCATION: CCONEE COUNTY, SC
 DATE: NOVEMBER 2014
 DRAWN BY: [REDACTED] SHEET: 00A
 CHECKED BY: [REDACTED] REVIEWED BY: [REDACTED] SCALE: 1" = 200'

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 6, 2017

ITEM TITLE:

Title: NimbleStorage Array

Department: IT

Amount: \$182,616.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: Adale Price

Budget: \$50,00.00 (in Capital Equipment) **Project Cost:** \$40,629.68 (First Lease Payment) **Balance:** \$9,370.32

BACKGROUND DESCRIPTION:

In November of 2011 Council approved the purchase of a Net App Disk Storage System in the amount of \$110,717.65. Since that time the County has paid annual maintenance/support on this equipment which is currently \$36,750 per year. This storage system is outdated and no longer adequate for the storage of all County files, due to the slow speed for accessing data. The IT department has determined that the best replacement storage array is the NimbleStorage AF3000 Storage Array. This consists of a bank of hard drives that are much faster and use a different method of storing information so it can be accessed faster. The total cost of this disk array including maintenance and support for five years is \$182,616.00. NimbleStorage is offering a five year capital lease with an annual payment estimated at \$40,629.68 through their leasing partner, VAR Technology Finance. At the end of 60 months the County will purchase this equipment for one dollar. Encore Technology Solutions is one of the State Contract vendors for NimbleStorage equipment under contract #4400013883. The County will make lease payments directly to VAR Technology Finance, but Encore Technology Solutions will install and support this equipment.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current IT budget has \$50,000 allocated to purchase capital equipment, which can be used for the first annual lease payment. Future requested budget amounts for IT contain approximately \$40,000 to cover the maintenance on the existing NetApp Disk Storage System, which can be allocated for the future lease payments for this new equipment. The existing NetApp Disk Storage System can be sold on GovDeals after all files have been converted to the new NimbleStorage Array.

ATTACHMENT(S):

1. State Contract Pricing from Encore Technology
2. Lease Agreement with VAR Technology Finance

STAFF RECOMMENDATION :

It is the staff's recommendation that Council (1) approve the purchase of the NimbleStorage AF3000 storage array from Encore Technology Solutions of Greenville, SC, in the amount of \$182,616 and (2) authorize the five year capital lease agreement directly with VAR Technology Finance of Mesquite, TX for five annual payments of \$40,629.68.

Submitted or Prepared By: Robyn Courtright Approved for Submittal to Council: T. Scott Moulder

Robyn Courtright, Procurement Director

T. Scott Moulder, County Administrator

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

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



Nimble Storage All Flash Option

Encore Technology Group, LLC
 2000 Wade Hampton Blvd Suite 210
 Greenville, SC 29615
 (888) 983-6267
 www.encoretg.com

021269
 Version: 2

Prepared For
 Oconee County Government
 John Cox
 415 South Pine Street
 Walhalla, SC 29691
 jcox@oconeesc.com
 (864) 718-1036

Prepared By
 Matt Fowler
 Phone: 888-983-6267
 Email: mfowler@encoretg.com

Nimble All Flash Array		Price	Qty	Extended
AF3000-2P-46T-1	Nimble AF3000, 2x10GBASE T, Dual 10GBE Optical (Qty 1 Pair), Qty 1 x 46TB Flash Pack	\$120,211.00	1	\$120,211.00
SLA-4HR-AFA	Nimble 4 Hr Parts Del, SW Sup & InfoSight - AFA	\$43,389.00	1	\$43,389.00
SC-4400013883	SC State Contract 4400013883 (MNWNC-122) - Nimble Storage SC State Contract 4400013883 (MNWNC-122) - Nimble Storage	\$0.00	1	\$0.00
Nimble All Flash Array Subtotal				\$163,600.00

Services		Price	Qty	Extended
Labor-DES-Bund	Enterprise Solutions Project Labor Enterprise Solutions Project Labor	\$9,200.00	1	\$9,200.00
<p>Please make the purchase order to:</p> <p>Encore Technology Group, LLC 2000 Wade Hampton Blvd., Suite 210 Greenville, SC 29615</p> <p>Fax the purchase order to Joy Snelgrove at 864-990-1173 or email to jsnelgrove@encoretg.com</p> <p>Please remit payment to:</p> <p>Encore Technology Group, LLC Dept. 720017, PO Box 1335 Charlotte, NC 28201</p>				
Services Subtotal				\$9,200.00

Recap	Amount
Nimble All Flash Array	\$163,600.00
Services	\$9,200.00
Subtotal	\$172,800.00
Tax	\$9,816.00
Total	\$182,616.00



Nimble Storage All Flash Option

021269
Version: 2

Encore Technology Group, LLC
2000 Wade Hampton Blvd Suite 210
Greenville, SC 29615
(888) 983-6267
www.encoretg.com

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Oconee County, South Carolina
415 S Pine St
Walhalla, SC 29691-2145

May 19, 2017
20295488

Thank you for the opportunity to provide services to Oconee County, South Carolina. To facilitate a smooth documentation process please complete the following steps:

Reviewing and Signing – Review and Sign the Enclosed Documents

1. **Installment Payment Agreement:** Ensure it is signed by an authorized signer**
2. **Insurance Form:** Complete the insurance form and provide a Certificate of Insurance
3. **Federal Tax ID:** Provide the Federal Tax ID for Oconee County, South Carolina: **57-16000391**
4. **IPA Security Agreement**

Return the Signed Documents

- Email to team16@vartechologyfinance.com
OR
- Fax to (972) 755 8210 (Attn: Paul Mercer)

Once we approve the scanned documents, we will email you a UPS label for you to return the original documents (not scanned or copied).

**Please note the following:

- **Do not use white out or make any cross outs on any document.**
- **Signatures must be original; stamped signatures will not be accepted.**
- **Print each page of the document as a single page. We cannot accept double sided documents.**
- **If your company is tax exempt, please provide a copy of your state Sales Tax Exemption Certificate with your scanned or faxed copy of the documents.**
- **Please do not fill in the commencement date on the Exhibit A. This date is determined when the lease funds.**

If you have any questions about this process, please contact pmercero@vartechologyfinance.com or call (972) 755 8200. We're excited to have you as a customer and look forward to growing our business relationship with you.

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 6200
Fax (972) 755 8210
www.vartechnologyfinance.com



Addendum to Purchase Order and Conditions of Credit Approval

To: Oconee County, South Carolina
From: VAR Technology Finance

Approval Date: 05/19/17
Expiration Date: 07/18/17

Approval Amount: \$182,616.00

Oconee County, South Carolina ("Customer") understands and agrees that VAR Technology Finance ("Payee") will issue a Purchase Order(s) to the vendor(s) listed below for the product described in the Installment Payment Agreement (IPA) or any schedule(s) attached to the IPA (the "Product") pursuant to Customer's specific request. If for any reason within 10 days from the date of delivery by Vendor(s) of the product covered by the Purchase Order (the "Product") Customer: (i) fails to execute any required IPA documents; (ii) does not provide Payee with (a) written notice of acceptance of the delivered Product, (b) notice that it has returned some or all of the delivered Product only after Vendor(s) has provided written approval in advance of the return or (c) instructions to pay Vendor(s) for the Product; (iii) for any reason decides not to proceed with the IPA; or (iv) for any reason defaults on the IPA, then the Product shall be deemed accepted by Customer and Vendor(s) shall have recourse directly from Customer for immediate payment in full with respect to the Product, including, without limitation attorneys' fees and costs of collection, and customer indemnifies and holds Payee harmless against all payment claims from the following vendor(s): **Encore Technology Group, LLC**.

Encore Technology Group, LLC is an intended third party beneficiary of, and authorized to enforce, this Addendum.

Conditions of Credit Approval

Funding is contingent upon our receipt of original executed IPA contracts, executed delivery and acceptance form, verbal verification and any other documents required by VAR Technology Finance. VAR Technology Finance may revoke this approval at any time prior to funding or in the event of fraud or a material adverse change in the customer's financial condition. This approval will automatically expire on 07/18/17 as stated above. In the event of approval expiration or revocation, Oconee County, South Carolina is responsible for paying all invoices for assets ordered from any vendor related to this IPA approval.

VAR Technology Finance will be issuing the purchase order to the vendors listed above for the items listed on the Schedule "A" of your IPA agreement.

By signing this form, I agree that I have not issued, nor will issue a purchase order to the vendors listed above for the equipment and/or software listed on the Schedule "A" of my IPA contract.

In the event that you or the any vendor(s) representative changes the ship to address to any address other than 415 S Pine St, Walhalla, SC 29691-2145, you agree to pay cash to vendor(s) directly and the IPA is considered void.

Agreed to and accepted this day of , 20.

Customer: Oconee County, South Carolina

By: _____

Print Name: _____

Title: _____

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone: (972) 755 8200
Fax: (972) 755 8210
www.vartechnologyfinance.com



Date: May 23, 2017

To: Oconee County, South Carolina

Ref #: 266141

Conditions of Credit Approval

Documentation Fee (if Applicable)	50.00
Deposit Due:	\$40,629.68
Total Due:	540,629.68

*Deposits are held until such time as the lease is commenced. Upon commencement deposits will be applied to the first payment under the lease contract. The lease will commence upon sending of the first invoice and not before.

Please see ACH Form for your first payment

Money orders cannot be accepted. Please be advised that included in the first monthly invoice that you receive for your lease, you will be billed for the applicable taxes that were not collected upfront. You may also be charged a one-time application fee to cover administrative costs related to the documentation process and public filings per the terms in your lease documents as well as one-time UCC filing fee.

Installment Payment Agreement



IPA Number: 20235488

Federal Tax ID#:

Customer – Use EXACT registered name if a corp., LLC or LP Coonee County, South Carolina	Customer's Chief Executive Office – Street 415 S Pine St			City Wahalla
Customer's "d/b/a" (doing-business-as name), if any:	State SC	County	Zip Code 29891-2145	Customer's Telephone 864-638-4141
Licensor and Supplier Name(s) & Address(es):				
Description of software license agreement(s), subscription agreement(s) or other agreement(s) under which Customer is obligated to pay the License Fee: SEE ATTACHED SCHEDULE "A"				

Recitals: The above-referenced customer (the "Customer") is entering into one or more license, subscription and/or product agreements (each a "Product Agreement") with the above-referenced licensor(s) and/or supplier(s) (each a "Supplier") pursuant to which Customer shall have the right to use the software, goods and/or other products referenced therein and/or receive certain services covered under the Product Agreement(s) (collectively, the "Software Products"). Pursuant to the terms of the Product Agreement(s), Customer is obligated to pay to the Supplier(s) the License Fee amount set forth below on account of the Software Products. Customer has chosen to finance the License Fee through VAR Technology Finance ("Payee") over a period of time instead of paying the License Fee in cash presently. Customer and Payee now desire to set forth their agreements relating to the above-described payment arrangement in this installment payment agreement (this "IPA"). Now, therefore, in consideration of the mutual promises and undertakings of Payee and Customer as set forth below, and for other good and valuable consideration, Customer and Payee hereby agree as follows:

1. Funding Authorization: Payments: By Customer's execution of this IPA (the "Effective Date"), Customer hereby requests Payee to pay to the Supplier(s) an amount necessary to satisfy Customer's License Fee obligations to the Supplier(s). Customer acknowledges that the amount so remitted by Payee to the Supplier(s) may be net of any discounts or other financial arrangements or accommodations granted by the Supplier(s) to the Payee, with any such discount, financial arrangement or accommodation reflected in the Periodic Payment.

As of the Effective Date, Customer hereby unconditionally agrees to pay to the order of Payee at such place as may be designated by Payee from time to time, the Periodic Payments in the amounts and pursuant to the payment schedule set forth below. In addition, Customer agrees to pay a per-diem charge (based on the Periodic Payment amount prorated based on a 30 day month) as reasonably calculated by Payee for the period from the Effective Date through the day preceding the commencement of the Term. If requested by Payee, Customer agrees to sign and return a certificate of acceptance with respect to the Software Products. In addition, Customer shall pay to Payee, as invoked by Payee, a one-time origination fee in the amount set forth below (the "Origination Fee"). The Periodic Payments shown below are exclusive of taxes. Customer shall be solely responsible for the payment of all applicable fees, taxes and governmental charges, of any nature, imposed upon or relating to any of the Software Products.

TRANSACTION DETAILS AND PAYMENT SCHEDULE:

"License Fee" owed under Product Agreement(s): \$152,616.00	Amount of each payment (a "Periodic Payment"): \$40,629.88
Term of IPA (the "Term"): 60 Months	Date first Periodic Payment is due:
Date Term begins:	Payment Frequency: <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input checked="" type="checkbox"/> yearly <input type="checkbox"/> other:
Origination Fee: \$75.00	Total number of Periodic Payments: 5

In the event Customer pays any Periodic Payment in whole or in part prior to the due date thereof, Customer agrees that the entire amount paid will be applied by Payee to the next due installment(s). This IPA is non-calculable for the full Term and cannot be terminated prior to the expiration of the full Term.

If Payee does not receive a payment in full on or before its due date, then Customer shall pay a late fee equal to the greater of 10% of the amount that is late or \$25.00 (or the highest amount permitted by law if less). If any check or draft is returned or dishonored, Customer shall pay Payee a fee of \$25.00. Customer agrees that the fees set forth in this IPA may include a profit.

2. Customer Representations and Acknowledgements: Customer hereby represents and warrants to Payee that: (i) the statements set forth in the "Recitals" section above are true and correct; (ii) this IPA has been duly authorized, executed and delivered by Customer and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to Payee by or on behalf of Customer is true and correct in all material respects; and (v) Customer has entered into this IPA solely for commercial purposes and not for personal, family or household purposes.

Customer hereby acknowledges and agrees that: (a) this IPA constitutes a discrete financing agreement, and is separate and distinct from the Product Agreement(s); (b) no breach by any Supplier under a Product Agreement shall relieve Customer of its obligations under this IPA; (c) Customer selected each Supplier and the Software Products and negotiated the License Fee based on Customer's own judgment and expressly disclaims any reliance on statements made by Payee or its agents; (d) Customer's obligations hereunder are absolute, unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, any of the Software Products; and (e) Customer's obligation to make the Periodic Payments under this IPA shall not be subject to any statement, claim, counterclaim, adjustment, reduction or defense of any kind.

3. No Warranties by Payee: PAYEE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. CUSTOMER WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PAYEE FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), EVEN IF PAYEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PAYEE DID NOT MANUFACTURE, DISTRIBUTE OR LICENSE THE SOFTWARE, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S). CUSTOMER'S OBLIGATIONS UNDER THIS IPA ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S).

Installment Payment Agreement



4. Transfer of Software Products. In consideration of and to secure Customer's full and timely payment of its obligations hereunder, Customer hereby irrevocably transfers and assigns to Payee all of Customer's rights and interests (but not any of Customer's obligations) in, to and under the Product Agreement(s), including all of Customer's rights to use and/or receive the Software Products, and to suspend, cancel and/or terminate Customer's license for any software, goods or other products and rights to receive any services included in such Software Products. This is a present grant to Payee, but may be acted upon by Payee only after an Event of Default. Customer and Payee each acknowledge that Payee's rights to use and receive the Software Products may be subject to the provisions of the related Product Agreement and rights of the Supplier thereunder, but, as between Customer and Payee, after an Event of Default and upon Payee's written exercise of its rights hereunder, there shall be a total relinquishment of Customer's rights in the Software Products to Payee. Payee's rights under this Section 4 shall be referred to as the "Transfer of Rights".

5. Events of Default. Each of the following shall constitute a default (each an "Event of Default") hereunder: (a) the Customer's failure to make any payment or other amount due hereunder when due; (b) the occurrence of an event of default as defined in any other note or agreement now existing or hereafter entered into between Customer and Payee; (c) Customer or any guarantor or surety of Customer's obligations under this IPA (each, a "Guarantor") shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made; (e) Customer consolidates with or merges into or with any other entity, or sells, transfers leases or otherwise disposes of all or substantially all of Customer's assets to any person or entity without Payee's prior written consent, and/or (f) Customer's license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited.

6. Payee Remedies. Upon the occurrence of an Event of Default, Payee may do any one or more of the following as it may elect: (A) require Customer to pay to Payee, on demand, an amount equal to the sum of (i) all Periodic Payments and other fees and charges then due and past due, if any, (ii) all Periodic Payments to become due in the future through the remainder of the Term, discounted (if applicable) to present value calculated using the single interest method and a per annum rate equal to 3% (or the lowest rate permitted by law, if higher), and (iii) interest on the amounts specified in clauses "i" and "ii" at the rate of 1.5% per month (or the maximum amount permitted by law if less) from the date of demand to the date paid; (B) cancel, terminate, suspend or cause the cancellation, termination and/or suspension of all licenses for Software Products granted to Customer, and cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products; (C) exercise any rights under any Product Agreement which have been granted to Payee by a Supplier; (D) exercise the Transfer of Rights in Software Products as provided in Section 4 above; (E) render the Software unusable by requiring Customer to remove the Software from any computer or other equipment; (F) exercise any other remedy available to Payee under any security agreement securing this IPA, and/or (G) exercise any other remedy available to Payee at law or in equity. Upon Payee's instructions after an Event of Default, Customer agrees to immediately cease using the Software Products, to demistral and delete all copies of licensed Software Products from any computer systems owned or controlled by Customer or used for Customer's benefit, destroy all written manuals and materials provided with the Software Products, and provide Payee with a certificate signed by a Customer officer who is responsible for Customer's information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, delivery and destruction. Payee or its designees will have full and unrestricted access to Customer's records, computer systems, service provider systems (if any) and facilities to verify Customer's cessation of use, deinstallation, deletion and destruction. Payee's remedies hereunder are cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. Customer agrees to pay all costs of collection and enforcement of this IPA, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. No delay or omission by Payee in its exercise of any right hereunder shall operate as a waiver thereof.

7. Assignment. Customer shall not assign or delegate its obligations under this IPA, and any such assignment or delegation shall be invalid and of no effect. Payee may, without notice to Customer, sell, assign or otherwise transfer its interests in this IPA, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such sale, assignment or transfer, have all of Payee's rights and benefits hereunder but will not have to perform any of Payee's obligations (if any). If Payee assigns this IPA, Customer further acknowledges and agrees that (i) Customer will not assert against the New Owner any claim, defense or offset that Customer may have against Payee or any predecessor in interest, (ii) neither the Payee nor any Supplier nor any agents of the New Owner, (a) the New Owner shall not be responsible for the obligations of any Supplier under a Product Agreement, (iv) no statement, representation or warranty by the Payee or any Supplier is binding on the New Owner, and (v) neither the Payee nor any Supplier has any authority to waive or alter any term of this IPA.

8. Enforcement. This IPA shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business or, if We assign this IPA to a New Owner, the laws of the state of the New Owner's principal place of business, and any dispute concerning this IPA shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Us or a New Owner. You hereby irrevocably submit yourself and unconditionally to the jurisdiction of any such court so elected by Us or a New Owner in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE EACH HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS IPA.** If any amount charged or collected under this IPA is greater than the amount allowed by law, then any excess amount charged but not yet paid, will be waived by Us and any such excess amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

9. Miscellaneous. Time is of the essence in the payment of the Periodic Payments due hereunder. The parties agree that this IPA constitutes the complete and exclusive agreement between Customer and Payee regarding the financing described herein and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by Customer and Payee. Customer shall furnish Payee with current financial statements upon request from Payee. This IPA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this IPA and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this IPA. You waive notice of receipt of a copy of this IPA with Our original signature.

Customer: Oconee County, South Carolina	Payee: VAR Technology Finance
By: <input checked="" type="checkbox"/> _____	By: <input checked="" type="checkbox"/> _____
Date: _____ / _____ / _____	Date: _____ / _____ / _____
Print name: _____	Print name: _____
Title: _____	Title: _____

Security Agreement



Agreement Number: 20295488

Debtor's Name: Oconee County, South Carolina

Dated: May 15, 2017

Debtor's Address: 415 S Pine St., Walhalla, SC 29691-2140

This Security Agreement (the "Agreement") is entered into by and between the Debtor identified above (the "Debtor") and VAR Technology Finance ("Secured Party"). In consideration of the mutual promises and undertakings of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Debtor and Secured Party hereby agree as follows:

1. Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description that Debtor may now or at any time hereafter owe to Secured Party, its successors and/or assigns, whether or not such debt, liability or obligation refers to this Agreement (all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (hereinafter called the "Security Interest") in the following property (hereinafter called the "Collateral"), together with all proceeds, accessories, attachments, parts, repairs, substitutions, replacements and products of, for or with respect to the Collateral:

Debtor hereby authorizes Secured Party to file one or more Uniform Commercial Code financing statements to perfect the Security Interest, and Debtor agrees to reimburse Secured Party, promptly upon demand, for the cost of filing, amending and terminating such financing statements.

2. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants and covenants to Secured Party that:

- (a) Debtor is a **(click one)**: corporation limited liability company limited partnership general partnership, and is duly "registered" (as that term is used in Section 9-307(a) of the applicable UCC), organized, validly existing and in good standing under the laws of the State of _____; or, if none of the foregoing is the case, then Debtor is an unregistered business organization or a proprietorship with its sole place of business or its "chief executive office" (as that term is used in Section 9-307(b) of the applicable UCC) at the location stated at the top of page one of this Agreement.
- (b) Debtor will not change the location of its chief executive office or its state of organization without first giving Secured Party at least 10 days prior written notice of the new location(s).
- (c) If Debtor is a corporation, partnership, limited liability company or other organization, the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Debtor and will not violate any provision of the Debtor's articles of incorporation, partnership agreement, management agreement or other organizational documents, as the case may be.
- (d) The Collateral will be used primarily for business purposes and not for personal, family or household purposes.
- (e) Debtor has (or will have at the time Debtor acquires rights in the Collateral hereafter arising) absolute title to each item of Collateral, free and clear of all security interests, liens and encumbrances, except the Security Interest, and will defend the Collateral against all claims or demands of all persons other than Secured Party. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party.
- (f) Debtor will: (i) keep all Collateral in good repair and working order, normal wear and tear excepted, and will, from time to time, replace any worn, broken or defective parts thereof; (ii) promptly pay all taxes and other governmental charges levied or assessed upon any of the Collateral; (iii) keep all Collateral free and clear of all security interests, liens and other encumbrances except the Security Interest; (iv) at all reasonable times, permit Secured Party or its representatives to inspect any Collateral, wherever located, and to examine and copy Debtor's records pertaining to the Collateral; (v) promptly notify Secured Party of any loss of or damage to any of the Collateral; (vi) at all times keep all Collateral insured against risks of damage or loss in such amounts as Secured Party may reasonably request (but in no event less than the full replacement cost thereof), with Secured Party being named as the loss payee thereof and other terms as may be reasonably requested by Secured Party; (vii) pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees and other legal costs) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Security Interest or of this Agreement or any or all of the Obligations; (viii) execute, deliver or endorse any and all instruments and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under the Agreement; (ix) not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance; and (x) not permit any Collateral to become attached to any real property. If Debtor at any time fails to perform or observe any covenant or agreement contained in this Section 2(f), and if such failure shall continue for a period of ten calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in clauses (v) and (vi) of this Section 2(f), immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such agreement on behalf and in the name of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of encumbrances, the procurement and maintenance of insurance, the endorsement of instruments, and the procurement of repairs). Except to the extent that the effect of any such payment(s) made by Secured Party would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with Secured Party's performing or observing such agreement or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. **If you do not provide Secured party with proof of property insurance (as required in clause "vi" above) within 30 days after the effective date of this Agreement, or if such insurance terminates for any reason, then (a) Debtor agree that Secured party shall have the right, but not the obligation, to obtain such insurance in such forms and amounts from an insurer of Secured Party's choosing in order to protect Secured Party's interests ("Other Insurance"), and (b) Debtor agrees that Secured party may charge Debtor a periodic charge for such Other Insurance.** This periodic charge will include reimbursement for premiums advanced by Secured Party to purchase Other Insurance, billing and tracking fees, charges for Secured Party's processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances Secured Party makes for premiums, (collectively, the "Insurance Charge"). Secured Party and/or one or more of its affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. Secured Party is not obligated to obtain, and may cancel, Other Insurance at any time without notice to Debtor. Any Other Insurance need not name Debtor as an insured or protect Debtor's interests. The Insurance Charge may be higher than the amount Debtor would pay if Debtor obtained such insurance on its own. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to prepare, execute, deliver, endorse and/or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance, checks and other instruments for the payment of insurance proceeds and other agreements and writings required to be obtained, executed, delivered, endorsed or filed by Debtor under this Section 2.

3. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not), in its own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

4. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (i) Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand, or shall fail to observe or perform any covenant or agreement made by Debtor herein; (ii) any representation or warranty by Debtor set forth in this Agreement or made to Secured Party in any other document, agreement, financial statement or report submitted to Secured Party by or on behalf of Debtor shall prove materially false or misleading; (iii) a garnishment, summons or a writ of attachment shall be issued against or served upon the Debtor or the Secured Party for the attachment of any of the Collateral; (iv) Debtor or any guarantor of any Obligation shall (A) be or become insolvent (however defined) or (B) voluntarily file, or have filed against it involuntarily, a petition under the United States Bankruptcy Code; or (C) if Debtor is a corporation, partnership, limited liability company or other organization, Debtor shall be dissolved or liquidated or, if a partnership, suffer the death of a partner or, if an individual, die; or (D) go out of business; (v) an event of default shall occur under any indebtedness Debtor may now or hereafter owe to any affiliate of Secured Party; (vi) if Debtor is a corporation, more than 50% of the shares of voting stock of Debtor shall become owned by a shareholder or shareholders who were not owners of voting stock of Debtor on the date of this Agreement or, if Debtor is a partnership, more than 50% of the partnership interests in the Debtor shall become owned by a partner or partners who were not partners of Debtor on the date of this Agreement; or (vii) Debtor shall consolidate with or merge into, or sell all or substantially all of its assets to, any individual, corporation, or other entity.

5. Remedies upon Event of Default. Upon the occurrence of an Event of Default under Section 4 and at any time thereafter, Secured Party may exercise any one or more of the following rights and remedies: (i) declare all unsecured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand; (ii) exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including but not limited to the right to take possession of any or all Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Debtor hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral, and in connection therewith, Secured Party may require Debtor, at Debtor's sole cost, to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and if notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 6) at least 10 calendar days prior to the time of intended disposition or other action; (iii) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Collateral, against Debtor or against any other person or property, Debtor hereby grants Secured Party the right of full access to any and all real estate owned by Debtor upon which the Collateral is located for the purpose of enforcing Secured Party's rights with respect to the Collateral (including, without limitation, repossessing the same), and Debtor covenants and agrees not to interfere with Secured Party's exercise of such rights. Upon the occurrence of the Event of Default described in Section 4(iv)(B), all Obligations shall be immediately due and payable without demand or notice thereof. In the event Secured Party is able to sell, lease or otherwise dispose of the Collateral, the proceeds thereof, less all of Secured Party's costs associated with the repossession, refurbishing, sale, lease or other disposition, will be applied to the balance of the Obligations then owed by Debtor to Secured Party, and Debtor shall be liable to Secured Party for any deficiency balance remaining.

6. Miscellaneous: *This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. More delay or failure to act by Secured Party shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein. All representations and warranties contained in this Agreement shall survive the execution, delivery, performance and termination of this Agreement and the creation and payment of the Obligations. If this Agreement is signed by more than one person as Debtor, the term "Debtor" shall refer to each of them individually and separately and to both or all of them jointly and severally; all such persons shall be bound both severally and jointly with the other(s). Debtor agrees that the fees and other amounts payable under this Agreement may include a profit to Secured Party. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Iowa without regard to the State of Iowa's conflicts-of-law rules. If Secured Party or its assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, Debtor hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Secured Party's or its assignee's principal place of business, or in any other court or courts having jurisdiction over Debtor or Debtor's assets, at the sole election of Secured Party or its assignee. Debtor hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so selected by Secured Party or its assignee in relation to such matters and irrevocably waives any defense of an inconvenient forum to the maintenance of any such action or proceeding. Debtor hereby waives its right to a trial by jury in any legal action arising from or related to this Agreement. The parties hereto agree that a photocopy, carbon copy, facsimile or other reproduction of this document with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. This Agreement may be signed in two counterparts, both of which, together, shall constitute but one and the same agreement; and to the extent that this Agreement constitutes "chattel paper" as defined in the Uniform Commercial Code, the counterpart in Secured Party's possession shall be deemed to be the sole "original" of this Agreement.*

Accepted on: _____
VAR Technology Finance (Secured Party)

By: _____

Debtor: Oconee County, South Carolina

By: X _____
Print Name / Title

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone: (972) 755 8200
Fax: (972) 755 8210
www.vartechnologyfinance.com



Schedule A

Oconee County, South Carolina

Quantity	Manufacturer	Description
1	Nimble	Nimble AF3000, 2x10GBASE T, Dual 10GBE Optical (Qty 1 Pair) Qty 1 x 4GB Flash Pack
1		Nimble 4 Hr Parts Del, SW Sup & InfoSight - AFA
1		Installation and Configuration

Customer: Oconee County, South Carolina

Signature: _____

Title: _____

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 6, 2017

ITEM TITLE:

Title: Used Portable Recycling Plant **Department:** Solid Waste/Roads/Quarry **Amount:** \$146,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: Debra Price

Budget: **\$146,000** Project Cost: **\$146,000** Balance: **\$0**

This money will be transferred from the Solid Waste Reserved Fund Balance.

BACKGROUND DESCRIPTION:

In May of 2017, the Solid Waste department rented a 2006 KPI FT 4240CC Portable Recycling Plant for one month for \$23,000. This equipment was delivered to the C&D landfill in Seneca where it was used to recycle asphalt, concrete, brick and other building materials. By crushing and recycling these materials it cuts down on the large quantities which have to go into the landfill. After renting this equipment, it was found to be in good working condition, so we are now requesting approval to purchase this used equipment. The crushed materials can be re-used by Solid Waste and the Roads departments for other needs. In the future we may be able to sell some recycled materials at the Quarry. We anticipate that there will be a large amount of construction materials coming to the landfill in the future and this equipment will help to keep some debris out of the landfill, therefore extending its life.

SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Public Works Director and the Procurement Director recommend purchase of the used 2006 Portable Recycling Plant, per the attached letters. The cost of this used equipment is \$169,000 and the vendor has agreed to deduct our one month rental of \$23,000 from this purchase price for a net price of \$146,000.00.

ATTACHMENT(S):

1. Quote for Used 2006 Portable Recycling Plant
2. Quote for New Portable Recycling Plant
3. Justification Memo from Public Works Director
4. Justification Memo from Procurement Director
5. Pricing Comparison for Other Used Units

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the purchase of one used, 2006 KPT FT 4240CC Portable Recycling Plant from Stone Equipment Company, Inc., of Montgomery, AL, for the cost of \$146,000.00.

Submitted or Prepared By: Robyn Courtynt
Robyn Courtynt, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

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

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

Fwd: KPI FT4240CC

Rick Martin

Fri 4/28/2017 1:01 PM

To: Pam McCall <pmccall@oconeesc.com>

Sent from my iPhone

Begin forwarded message

From: Doug Stone <doug@stoneequipmentco.com>
Date: April 24, 2017 at 12:16:31 PM EDT
To: <rmartin@oconeesc.com>
Cc: "Chad Glasr" <chad@stoneequipmentco.com> - <stribble@telsmith.com>
Subject: KPI FT4240CC

Rick,

Per our conversation on the FT4240

We would rent the unit for \$23,000.00 Per period (28 days) 176 hours per period
We would need to add \$3400 in delivery and \$3400 in return freight if the unit is not purchased
We would apply 100% of paid rentals for 1 month to the original purchase price. (\$169,000)
We would still come and install the bars onsite for training however if you return the unit you
would be responsible for the wear and would be charged.
Any major repair will be added back to purchase price.

We just need to know what you think so we can schedule it all.

Thanks!!!

Doug Stone
President/ Sales Manager
Stone Equipment Co. Inc.
334-430-8431
www.stoneequipmentco.com





PHONE (334)625-6585 P.O. BOX 241585 MONTGOMERY, AL 36124 FAX (334)460-7988

Rick Martin
Oconee County SC

March 28, 2017

Rick,

We are pleased to quote you the following for your approval:

(1) New 2017 KPI-JCI GT440 CLOSE CIRCUIT TRACK MOUNTED IMPACTOR

- ENGINE - Cummins QSL9 380HP Tier-IV 1800 RPM
- CONTROL SYSTEM - radio remote
- IMPACTOR - 4240 horizontal shaft with heavy-duty solid rotor assembly, variable speed hydraulic crusher drive and 3 bar rotor with 3 reversible and replaceable blow bars, fully lined primary and secondary aprons, hydraulic adjustment of aprons and hydraulic actuated hood
- TRACK UNDERCARRIAGE - track width 500 mm (19.7")
- FEEDER - 40" x 14', grizzly fingers 1" nominal spacing, loading hopper with fixed walls, three way bypass chute with flop gate and AR liner
- UNDER CRUSHER CONVEYOR - 900 mm (approx. 36") hydraulic drive conveyor with 360 PIW endless belting; easily removed for maintenance
- VIBRATOR SCREEN - 5' x 10' Two Deck - 2 bearing with mounting, hydraulic drive and less screen cloth
- UNDER SCREEN CONVEYOR - 1200 mm (approx. 48") endless belt and drive
- CROSS OVER CONVEYOR - One (1) 600 mm (approx. 24") with endless belt and drive
- RETURN CONVEYOR - 450 mm (approx. 18") with endless belt and drive (lower for travel)
- DUST SUPPRESSION SYSTEM with manifold for customer water source
- HYDRAULICS - includes hydrostatic pump group and circuit, one (1) 12 GPM auxiliary circuit for side delivery conveyor (less side delivery conveyor), one (1) 20 GPM auxiliary circuit, and hydraulics for magnet (less magnet)

INCLUDED OPTIONS:

Magnet: Permanent cross belt magnet
Screen wire mesh (std. high carbon)

Purchase Price \$589,000.00

Thank you for your interest in our company and products. Please let me know if you have any questions.

JD Stone

Doug Stone
President/ Sales Manager
334-430-8431

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CONDITIONS BEYOND OUR CONTROL. ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY



MODEL GT440

GLOBAL TRACK

Exceptional Portability | Simplified Operation | Superior Compatibility

TRACK-MOUNTED IMPACTOR PLANT



The GT440 track-mounted impact crusher is your one source for maximum crushing versatility. Featuring the Andreas Series Impact Crusher, the GT440 provides a feed opening of 42" x 40" with production rates up to 400 TPH. Aggregate and recycle producers alike benefit from maximum versatility. Standard is the OPS (overload protection system), which optimizes productivity by regulating the crusher feed to prevent crusher overload and possible plugging. The closed-circuit system includes a 2-deck sizing screen and on-plant conveyors, providing a complete package. Optional cross-belt magnet, hydraulic hopper extensions and various rotor choices allows you to customize to exact specifications.



IMPACTOR PLANT MODEL GT440

21" FEED
(533mm)
Maximum crusher
feed size

FEEDER
Equipped with vibrating
grizzly fingers for
increased capacity

CAT C9 or CUMMINS QSL9
Tier 3 (375hp/283kw) or
Tier 4 Final (285hp/205kw)
Multiple engine options available to meet domestic
and international emission standards

UP TO 400 TPH
(1500tph)
Flow capacity (based on
material characteristics)

EASE-OF-USE

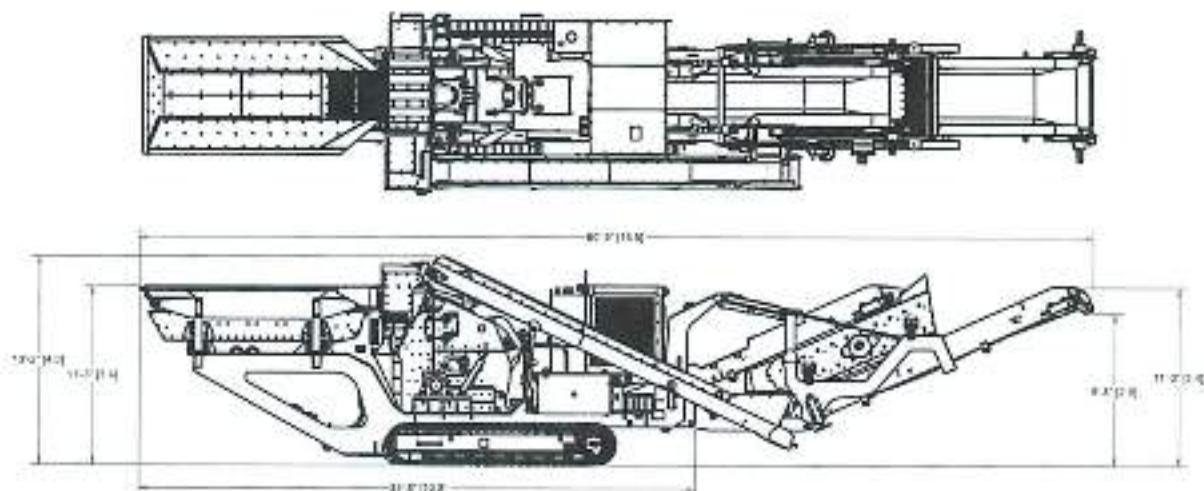
- P1 User-Friendly Controls**
Simple set-up and operating controls are easily accessible at ground level.
- P2 Simple Operation**
The GT440 provides 100 square feet of actual screening area for maximum capacity and efficiency, allowing the producer to create one final product with a single machine.

PERFORMANCE

- P1 Increased Capacity**
Our 3- or 4-bar Maximum Productivity Rotor (MPR) maintains the inertia needed to keep crushing.
- P2 Maximum Uptime**
With its unique ability to crush and track simultaneously, uptime is kept to a maximum.

DURABILITY

- D1 Rugged Dependability**
Equipped with a T1 steel hopper, tubular frame construction and a solid crusher rotor for maximum durability.



MAXIMUM PERFORMANCE ROTOR
Large reduction ratio is achieved with our Maximum Performance Rotor (MPR).



CRUSHER HOUSING
Hydraulically opens over center. Safe and easy access for maintenance.



BLOW BAR RETENTION
Wedge-style blow bars create positive retention with ease of maintenance.

www.kpijci.com

PART OF THE GLOBAL TRACK SYSTEM

Designed with a quick set-up time and a low operating cost.


SERVICE MADE EASY

Because we're dedicated to keeping you up and running, we've provided two resources for quality O.E.M. parts and 24/7 service. KPI-JCI and Astec Mobile Screens parts and service are available from your local dealer and/or representative.

Find the dealer or representative nearest you at www.kpijci.com.

Because KPI-JCI and Astec Mobile Screens may use in their existing mill features, field photographs of their products, which may have been modified by the owner, products provided by KPI-JCI and Astec Mobile Screens may not necessarily be as illustrated herein. Also, the continuous design process makes it necessary that specifications be subject to change without notice. All units of the products of KPI-JCI and Astec Mobile Screens are subject to the provisions of their standard warranties. KPI-JCI and Astec Mobile Screens do not warrant or represent that their products meet any federal, state, or local codes, codes, ordinances, rules, standards or other regulations, including OSHA and MSHA, covering safety, pollution, electrical, wiring, etc. Compliance with these codes and regulations is the responsibility of the user and will be dependent upon the area and the user to which it is applied as well as the user. In every photograph, guards may have been removed for illustrative purposes only. This equipment should not be operated unless all guards attached in their normal position. Placement of guards and other safety equipment is often dependent upon the area and the user to which the product is used. A safety study should be made by the user of the application, and, if required, additional guards, warning signs, and other safety devices should be installed by the user, whenever appropriate before operating the product.

NOTE: SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.



Oconee County
Public Works

D. Richard Martin
Deputy Administrator of
Public Works

Oconee County
666 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Fax: 864-638-4215

E-mail:
martin@oconeesc.com

May 23, 2017

Mrs. Robyn Courtright, Procurement Director
Oconee County
415 S. Pine Street
Walhalla, SC 29691

Re: Purchase of Used 2006 Portable Recycling Plant

Dear Mrs. Courtright:

On May 17, 2017, Stone Equipment Company delivered to the C&D Landfill, a 2006 KPI FT4240CC Portable Recycling Plant for a one month rental period. Since that time, we have been using this equipment and found it to be in good working condition. I would like to recommend that we purchase this equipment for the following reasons:

- This portable recycling plant can be used to recycle concrete, asphalt, brick and other similar building materials. By recycling these materials, we cut down on the amount of material that has to be contained in the County operated landfill.
- We anticipate that there will be a significant increase in the amount of building materials that are brought to the landfill in the future, due to increased construction and demolition in the Clemson area.
- Since this equipment is portable it can be moved to another County location if needed.
- Crushed materials from this machine can be used by Solid Waste and the Roads & Bridges departments.
- Crushed and recycled materials from this machine may be able to be sold in the future by the Quarry.
- The cost of this same equipment new is around \$500,000.
- Mr. Moulder and I visited one other vendor in our area that had another used portable recycling plant available. It was a newer model and the price was \$350,000. There was not a rental program offered on this machine so there was no way for us to try it out before purchasing. This 2005 model is offered for \$169,000 and we have used it since May 17 and not had any problems.

Based on the above explanations, I recommend the purchase of the 2006 Portable Recycling Plant from Stone Equipment Company. Thank you for your kind consideration of this request.

Sincerely,



D. Richard Martin
Director, Public Works

DRM/pm





May 23, 2017

TO: T. Scott Moulder
FROM: Robyn M. Courtright *Robyn Courtright*
SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2006 PORTABLE RECYCLING PLANT

Robyn M. Courtright, CPPO
Procurement Director

Per the attached justification letter received from Rick Martin, Public Works Director, and the attached quotes comparing the pricing of the used 2006 Portable Recycling Plant and the cost of this equipment if purchased new, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase.

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

We were able to rent this equipment for a one month period for \$23,000 and the vendor agreed to deduct this rental amount from the purchase amount, so the net purchase amount is \$146,000.

Phone: 864.638.4141
Fax: 864.638.4142
rcourtright@oconeesc.com

I am recommending that we proceed with the purchase of the used 2006 KPI FT4240CC Portable Recycling Plant from Stone Equipment Company, Inc.



PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 6, 2017

ITEM TITLE:

Title: Used Dive Team Vehicle

Department: Emergency Services

Amount: \$60,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: 

Budget: \$75,000.00 Project Cost: \$60,000.00

Balance: \$15,000.00

BACKGROUND DESCRIPTION:

Emergency Services requested a Dive Team vehicle in the 2016-2017 capital replacement plan. The current van has reached its expected end of life cycle and a more dependable vehicle is needed for pulling boats and equipment trailers. After looking at several used vehicles, the 2010 Ford F-550 Light Rescue Truck was determined to be the best fit for Oconee County needs. This truck is offered for sale from Brindle Mountain Fire Apparatus in Union Grove, AL. The truck was brought to Vehicle Maintenance for test driving and inspection and the Vehicle Maintenance Director also approves this purchase. For comparison purposes, quotes for two other used vehicles and a new vehicle are attached.

SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Fire Chief, Charlie King, and the Procurement Director recommend purchase of the used 2010 Ford F-550 Light Rescue Vehicle, per the attached letters.

ATTACHMENT(S):

1. Justification Memo from Fire Chief
2. Justification Memo from Procurement Director
3. Quotes for 3 Used Rescue Trucks
4. Quote for New Comparable Truck

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one used, 2010 Ford F-550 Light Rescue/Dive Team Vehicle from Brindle Mountain Fire Apparatus, of Union Grove, AL, for the cost of \$60,000.00.

Submitted or Prepared By: 
Robyn Courtright, Procurement Director

Approved for Submittal to Council: 
T. Scott Moulder, County Administrator

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

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



OCONEE COUNTY EMERGENCY SERVICES

216 EMERGENCY LANE, WESTMINSTER, SOUTH CAROLINA 29693

"ONE COUNTY, ONE MISSION!"

PHONE (864) 638-4200

FAX (864) 638-7046

Tuesday, May 30, 2017

Oconee County Emergency Service requested in its FY201-2017 capital replacement plan, \$75,000 for a suitable replacement for its primary Dive Team vehicle. The current van has reached its expected end of life cycle and is in need for a more modern, dependable vehicle with the capability of pulling boats and equipment trailers. Our team has worked with county motor pool staff to evaluate the cost of new vehicles vs quality late model used trucks. With the needs in mind from the leadership of our dive team, we identified three suitable trucks, along with the cost of a new vehicle. Those assessments are on the attached document.

It is our request that we move forward with the purchase of "Vehicle #1". This 2010 has the capability of carrying the needed equipment and functioning as a tow vehicle. This vehicle was previously used by a volunteer fire department in the southeast and has all emergency lights and sirens mounted to the truck. The truck was brought to Oconee for our inspection last week by Emergency Services, Motorpool and our Dive Team. All feel that the vehicle will meet the needs of our program at a considerable cost savings to the taxpayers. There is short list of items that will be done to the vehicle once delivered, but those modifications will be simple and cost effective.

We appreciate the continued support that is shown to our team and its programs. We strive to deliver the best possible community service with your support.

Charles V. King, Fire Chief

Oconee County
Procurement Office

May 30, 2017

TO: T. Scott Moulder

FROM: Robyn M. Courtright



SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2010 FORD F-550
LIGHT RESCUE/DIVE TRUCK FOR EMS

Robyn M. Courtright, CPPO
Procurement Director

In the 2016-2017 budget, Emergency Services was allocated \$75,000 for a replacement dive truck.

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

Per the attached justification letter received from Charlie King, Fire Chief, and the attached quotes comparing the pricing of the 2010 Ford F-550 Light Rescue vehicle from Brindle Mountain Fire Apparatus, two other used trucks and a new Ford F-550 truck, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase. The Vehicle Maintenance Director has inspected this truck and also approves this purchase.

Phone: 864.638.4141

Fax: 864.638.4142

rcourtright@oconeesc.com

I am recommending that we proceed with the purchase of the used 2010 Ford F-550 Light Rescue/Dive Truck for \$60,000.



Vehicle #1 - \$60,000



2010 Ford F-550 Light Rescue
Ford F-550 Chassis
Seating for 3;
Reading Fire Body
PowerStroke V-8 Diesel Engine
Automatic Transmission
Cascade System: 4 Bottle, 5000psi
Air Conditioning
Halogen scene lights on left, right, and rear
Engine Hours: 1,856
LED Lighting
Mileage: 29,653 -

Offered By Brindle Mountain Fire Apparatus

Vehicle #2 - \$89,000



2011 Summit Ford F-450 Light Rescue
Ford F-450 Chassis
Aluminum Equipment Body
Ford 300 HP Engine
Automatic Transmission
Hydraulic Brakes
Hannay Electric Reels: 2
2 RediLine 1800watt electric generators
1 RediLine 1500watt inverter
Whelen NFPA compliant lighting
Warn Quick Mount winch
Warn Transformer grill guard
ROM rollup doors
FireCom 3010 Intercom system
2 FireCom wireless under helmet headsets
2 FireCom wireless intercom only headsets
Ecco backup alarm
LED compartment lights
Kussmaul auto charge battery conditioner
Spare oxygen bottle storage rack
Stokes basket storage
Heavy Duty Slide Trays
Adjustable Shelves
Seven Compartments

Offered by Brindle Mountain Fire Apparatus

Vehicle #3 - \$90,000



2006 GMC 4 Guys 5500 Duramax 4x4
Duramax diesel
Allison automatic
hydraulic brakes
Honda 5kw generator
Code 3 LED perimeter scene lights
Susquehanna Fire 4500psi dual fill station
Ramsey winch can be hooked on all 4 sides
2 cord reels w/150' each
4 telescoping lights - 2 are portable
front compartment has a heater in it
Kusmaul automatic battery charger
7,170 miles

Offered by FireTec, Inc.



DICK SMITH FORD, INC.

STATE CONTRACT #4400014162

BASE PRICE ----- \$39,300

F-550 Add 19,500 gvwr ----- 2,981

Add 4x4 with shift on fly ----- 2,972

Add limited slip rear ----- 365

\$45,618

300 Tax

\$45,918 - Chassis
+ \$35,152 - Fouts Body
\$81,070 - Total for
New Comparable Truck



QUOTATION

OCONEE COUNTY EMERGENCY SERVICES CHARLIE KING 300 S CHURCH ST WAHALLA, SC 29691 864-784-5268 ckking@oconeesc.com	Fouts Bros. Junior Ingram 2158 Atlanta Road Smyrna, GA 30060 1-800-948-5045 770-438-1404 jingram@foutsfire.com
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Exp. Date: 06/29/2017 Create Date: 05/30/2017 Rev. Date: / /
 Quote No: 27028-0001
 05/30/2017

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		ADMIN	1	FBFE	0.00	0.00
00-8D-4201		-- FAMA Membership, Active	1	FBFE	0.00	0.00
00-8D-1030		-- Terms of Payment, 100% at Delivery	1	FBFE	0.00	0.00
90-99-9995		-- Vehicle Pickup at Factory	1	FBFE	0.00	0.00
90-99-0215		-- Fuel/DEF Tnks, Full at Delivery	1	FBFE	174.00	174.00
		WARRANTY REQUIREMENTS	1	FBFE	0.00	0.00
00-WT-1001		-- General Warranty, (1) Year	1	FBFE	0.00	0.00
00-WT-1011		-- Body Warranty, (5) Year	1	FBFE	0.00	0.00
00-WT-1016		-- Paint Warranty, (5) Year, PPG	1	FBFE	0.00	0.00
00-WT-1107		-- Electrical Warranty, (2) Year	1	FBFE	0.00	0.00
		COMMERCIAL CHASSIS	1	FBFE	0.00	0.00
03-06-4050		-- Chassis, Commercial, Supplied By Purchaser	1	FBFE	0.00	0.00
		CHASSIS MODIFICATIONS, RESCUE	1	FBFE	0.00	0.00
		CAB STEPS, RUNNING BRDS	1	FBFE	0.00	0.00
04-01-4450		-- FORD OPTION: Step Bars, Chrome, Reg. Cab	1	FBFE	328.00	328.00
		WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS	1	FBFE	0.00	0.00
		HITCHES-TIE OFFS-RECEIVERS	1	FBFE	0.00	0.00
04-05-6500	S	-- Receiver Hitch, Rear, Class V, 2.00"	1	FBFE	463.00	463.00
04-05-7050		-- Trailer Hitch Pwr Plug, 12V, 7 Prong	1	FBFE	97.00	97.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
10-39-2175		-- Doors, Double Pan	1	FBFE	0.00	0.00
10-39-2195		-- Compt. Shelf, Adjustable w/ dividers	1	FBFE	0.00	0.00
		COMMON BODY OPTIONS -RESCUE/ SERVICE	1	FBFE	0.00	0.00
10-39-8025		-- Fuel Fill w/ hingad Access Door, Cast, LH Rr Axle	1	FBFE	155.00	155.00
		REAR TAILBOARD	1	FBFE	0.00	0.00
10-44-2002		-- Tailboard, Rescue Service	1	FBFE	784.00	784.00
10-44-6024		-- Grab Rails, (2), Rear, Vertical	1	FBFE	228.00	228.00
10-41-6492		-- Treadplate & Trim, Rescue Service	1	FBFE	0.00	0.00
		ELECTRICAL	1	FBFE	0.00	0.00
10-48-0075		-- Electrical-12V, Rescue Service	1	FBFE	965.00	965.00
10-49-0012		-- Low Voltage Alarm, Kussmaul, w. lht & bzzr	1	FBFE	274.00	274.00
		GROUND LIGHTING	1	FBFE	0.00	0.00
10-49-0150		-- Ground Lts, (2) Chassis, 2-Dr. LED	1	FBFE	104.00	104.00
10-49-0155		-- Ground Lts, (2) Forward Rr Whls, LED	1	FBFE	104.00	104.00
10-49-0160		-- Ground Lts, (2) Rr Step, LED	1	FBFE	104.00	104.00
10-49-0165		-- Lt Switch , Ground Lts w/ Park Brake	1	FBFE	90.00	90.00
		DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS	1	FBFE	0.00	0.00
10-49-0017		-- Lht, Hazard, LED, Flashing, Red, Whln, OS	1	FBFE	105.00	105.00
		REAR DIRECTIONALS/ DOT LIGHTS	1	FBFE	0.00	0.00
10-49-0015		-- Lht , License Plate, LED	1	FBFE	47.00	47.00
10-50-7000		-- Rear Brake/Tail/Turn/Backup, 4.00" Round, LED	1	FBFE	233.00	233.00
10-50-7366		-- Marker Lts, LED, DOT Required	1	FBFE	235.00	235.00
		COMPT. LIGHTING	1	FBFE	0.00	0.00
10-50-7602		-- Compt Lhts, 5", Halogen	1	FBFE	0.00	0.00
MD-05-8805		-- Crmpt Lt, Dr Swtch, Auto, Ea	10	FBFE	84.00	840.00
10-50-7615		-- Compt Lts, Rear Compt. (2) 5" dome, halogen	1	FBFE	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
10-50-4605		[- Wrn Lts, Whln, Lw Rr, 600 Super LED, Rd w/ Rd Lns	2	FBFE	143.00	286.00
10-55-9030		[- Bazel(s), Whelen, Chrome, 600	2	FBFE	9.00	18.00
10-55-5011		[- Lt, Cntrls, Lwr Wrng, Switch in Cab	1	FBFE	0.00	0.00
		AUDIBLE WARNING, RESCUE/ SERVICE	1	FBFE	0.00	0.00
10-50-6014		[- Siren, Whelen, 295SLSA6 100/200 watt	1	FBFE	822.00	822.00
10-50-6210	>	[- Spkr, Whln, 100 Watt, SA315FIP RH Side	1	FBFE	302.00	302.00
		PAINT AND FINISH	1	FBFE	0.00	0.00
10-70-3501		[- Primer, E-Coat	1	FBFE	0.00	0.00
10-70-4020		[- Undercoating, Monsey 2.7	1	FBFE	0.00	0.00
10-70-4180	< >	[- Compartment Interiors, Side, Zolatone	1	FBFE	0.00	0.00
10-70-4503		[- Paint Color, Match Chassis	1	FBFE	0.00	0.00
10-70-4591		[- Wheel Rims, As Provided with Chassis	1	FBFE	0.00	0.00
		LETTERING AND STRIPING, RESCUE	1	FBFE	0.00	0.00
10-70-5012		[- Reflective Striping, Direction of the Dept.	1	FBFE	303.00	303.00
10-70-5101		[- Rear Chevron Striping, Red/ Yellow, Rescue Body	1	FBFE	502.00	502.00
10-70-5500		[- Cab Door Lettering, Direction of the Dept.	1	FBFE	381.00	381.00
		SUPPLIED EQUIPMENT	1	FBFE	0.00	0.00
		Total				35,152.00



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Michael Marshall [<1]	Ed Land [<1]	Vickie Willoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	John Menzies [<1]	Josh Lusk [1]	Charles Morgan [<1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]		Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Jason Davis [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Libby Imbody [1]; Tony Adams [1]; Janet Gorman [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			[P[1.17]]; L. Marlin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Grantling [1]	David Owensby	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)							Council members: Edda Cammick, Wayne McCall, Paul Cain, Julian Davis, Glenn Hart, A. Brightwell, Kim Alexander, Rex Blanton, Shawn Johnson, Janet Gorman, Josh Lusk, Charles Morgan, Richard Cain, Frances Rundlett, Robert Moore, Hal Welch, Mike Johnson								
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Rep: Bob Winchester, Minority Rep: Bennie Cunningham							Citizen	
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

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

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 6, 2017

ITEM TITLE:

Title: **Inspection Services**

Department: **Community Development**

Amount: **TBD**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: Adelade Price

Funds for these services will come from building permit fees collected.

BACKGROUND DESCRIPTION:

At Council's direction, the County Administrator researched outside firms that were able to assist with Building Official services; and commercial and residential plan review and inspections for the Community Development department. RCI of South Carolina was selected as the best firm available and able to meet the County's needs. RCI of South Carolina is a State Contract vendor under contract #4400009995 and contract # 5400008448.

SPECIAL CONSIDERATIONS OR CONCERNS:

A total dollar amount is not available. The contract with RCI of South Carolina states that they will receive 75% of all collected commercial and residential building permit fees.

ATTACHMENT(S):

1. State Contract Page
2. Contract with RCI of South Carolina, Inc.

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the use of RCI of South Carolina, Inc., of Pacolet, SC, for building inspections at the rate of 75% of building permit fees collected.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

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

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

Kristen Moss, CPPB, Procurement Officer
Email: kmoss@mmo.sc.gov
Phone #: 803.737.2772

Materials Management Office
1201 Main St – Ste 600
Columbia, SC 29201

Date: 1/20/2015

Statewide Term Contract for Building Inspections and Testing Services

Solicitation Number: 5400008448

Contract Terms and Conditions

Maximum Contract Period: December 16, 2014 through December 15, 2019

The State has contracted with private firms to perform inspection and testing services of state sites during construction phases.

Approved Inspection and Testing Firms with General Information and Instructions for using the Approved Firms

