



Public Comment SIGN IN SHEET

August 16, 2016 ~ ~ ~ 6:00 PM

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	STACY ADAMS	DAKOTA PROPERTY
2	JULIAN DAVIS	GRAND PRAIRIE
3	BOB RICHARDS	KEYSTONE
4	BOB GRAVES	ONE TONE CONTRACT
5	BOB RICHARDS	
6	ROBERT HESTER	001-00-03-079
7	STANLEY GIBSON	FARM CENTER
8	JENNIFER NICOLE	RE ZONING
9	WILLIAM J. COOPER	RE ZONING
10	DEANER POWELL	RE ZONING
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Facial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: August 16, 2016 6:00 p.m.**

Ordinance 2016-21 "AN ORDINANCE TO APPROVE THE AWARD OF RFP #15-14 TO ONETONE TELECOM, INC. AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NETWORK MASTER AGREEMENT BETWEEN OCONEE COUNTY AND ONETONE TELECOM, INC. AND OTHER MATTERS RELATED THERE TO"

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29881.

Please PRINT your name

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-21

AN ORDINANCE TO APPROVE THE AWARD OF RFP #15-14 TO ONETONE TELECOM, INC. AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NETWORK MASTER AGREEMENT BETWEEN OCONEE COUNTY AND ONETONE TELECOM, INC; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County has deployed and currently operates and maintains a middle-mile fiber optic communications network throughout the County (the “Network”), administered as a separate department of the County known as “Oconee FOCUS”; and

WHEREAS, the Network was built with federal grant funds under the National Telecommunications and Information Administration (“NTIA”) Broadband Technology Opportunities Program (“BTOP”), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by NTIA (Award No. NT10BIX5570117); and,

WHEREAS, the County seeks to leverage private-sector expertise and investment to build upon the County’s success, maximizing the economic-development potential of the County’s Network assets and providing continued investment and market development to support the long-term sustainability of the Network; and

WHEREAS, the County published a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector-service providers that could expand the Network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP award; and

WHEREAS, along with other companies, OneTone Telecom, Inc. (“OneTone”) submitted a response to RFP #15-14; and

WHEREAS, the County reviewed all submissions and determined that OneTone Telecom, Inc. could best meet the County’s objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community; and

WHEREAS, the County and OneTone desire to enter into a Network Master Agreement to effect a transfer of overall Network management obligations and benefits from the County to OneTone. As part of such transfer, the County desires to lease Network assets to OneTone, in exchange for payment by OneTone of a lease fee and other consideration.

WHEREAS, during the Oconee County Council meeting of April 19, 2016, the County Council voted to approve the conditional award of RFP #15-14 to OneTone Telecom, Inc. and to authorize the County Administrator to negotiate a Network Master Agreement to be brought back before the County Council for final approval.

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

Section 1. Network Master Agreement Approved. The Network Master Agreement attached hereto as **Exhibit "A"** is hereby approved, and the Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Network Master Agreement in the form attached hereto, or with such non-substantive changes that are not materially adverse to the County, as the Chairman of County Council and/or the County Administrator, as applicable, upon advice of counsel, may approve.

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 Network Master Agreement 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 ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

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

ORDAINED in meeting, duly assembled, this 16th day of 2016.

OCONEE COUNTY, SOUTH CAROLINA

By:

Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:

Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: June 21, 2016
Second Reading: July 19, 2016
Public Hearing: August 16, 2016
Third Reading: August 16, 2016

Exhibit A

Exhibit A

Subject to NTLA Review / Approval

NETWORK MASTER AGREEMENT

THIS NETWORK MASTER AGREEMENT ("Master Agreement" or "Agreement") is entered into on _____, 2016 between Oconee County, a public body, corporate and politic, of the State of South Carolina ("Oconee County" or "the County"), 415 S. Pine Street, Walhalla, SC 29691, and OneTone Telecom, Inc. a [type of entity] organized under the laws of _____, with principal offices located at _____ ("OneTone"), each a "Party" and together, the "Parties."

RECITALS

1. Oconee County has deployed and currently operates and maintains a middle-mile fiber optic communications network throughout the County, administered as a separate department of the County known as "Oconee FOCUS" ("Network").
2. The network was built with federal grant funds under the NTLA Broadband Technology Opportunities Program ("BTOP"), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by the National Telecommunications and Information Administration (Award No. NT10BIX5570117).
3. The County seeks to leverage private-sector expertise and investment to build upon the County's success, maximizing the economic-development potential of the County's network assets and providing continued investment and market development to support the long-term sustainability of the network.
4. The County published a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector-service providers that could expand the network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP Award.
5. OneTone Telecom, Inc. ("OneTone") duly submitted a response to RFP #15-14.
6. The County reviewed all submissions and determined that OneTone Telecom, Inc. could best meet the County's objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community.
7. The County and OneTone have negotiated this Master Agreement to effect a transfer of overall Network management obligations and benefits from the County to OneTone.
8. As part of such transfer, the County desires to lease Network assets to OneTone, in exchange for payment by OneTone of a lease fee and other consideration specified herein.

1. Table of Exhibits Made Part of this Agreement

- Exhibit A: Description of Leased Network Assets**
- Exhibit B: SDOC, County, CAI, and Fire Station Sites**
- Exhibit C: OneTone RFP Response**
- Exhibit D: SDOC Fiber**
- Exhibit E: Payment Schedule**

2. Definitions

- 2.1. “Agreement” means this Master Agreement, and any and all Exhibits, Addenda, and Attachments thereto to which the Parties may agree from time to time and which reference this Master Agreement.
- 2.2. “Assets” means the Network-related assets administered by Oconee FOCUS, including fiber optic cable, associated electronic equipment, physical facilities and appurtenances comprising the Network; interest in IRUs and other Network-related agreements to which the County is a party; easements and other rights of access; and other material, software, Authorizations, services, claims, receivables, and accounts of the Network currently owned by or owed to Oconee County. Exhibit A sets forth physical Assets exceeding \$5,000 in value, but Assets shall also include items of less than \$5,000 in value otherwise meeting this definition.
- 2.3. “Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.4. “Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of Network Assets and appurtenances, whether imposed by a governmental authority or a private entity.
- 2.5. “Award” means the 2010 BTOP award issued by NTIA to the County, designated Award # NT10BIX5570117.
- 2.6. “BTOP” means the Broadband Technology Opportunities Program of the NTIA.
- 2.7. “Community Anchor Institution” or “CAI” means schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, the unemployed and the aged.
- 2.8. “Effective Date” means the date upon which this Agreement is executed by the second and final signatory.

- 2.9. “Federal Interest” means the federal government’s ownership interest in real or personal property, whether tangible or intangible, that is acquired or is improved, in whole or in part, with funds from the Award.
- 2.10. “Lease” means the County’s lease of Network Assets to OneTone, pursuant to this Agreement.
- 2.11. “Network” means the fiber optic communications network in Oconee County currently operated and maintained by Oconee FOCUS and constructed with federal financial assistance under the Award (as well as state and local matching funds) as improved and maintained by OneTone under the terms of this Agreement.
- 2.12. “NTIA” means the U.S. Department of Commerce’s National Telecommunications and Information Administration.
- 2.13. “Oconee FOCUS” or “FOCUS” means the County department tasked with executing the Award and administering the Network.
- 2.14. “RFP” means the Request for Proposals # 15-14 issued by Oconee County, entitled “Lease and Operation of Fiber Network Assets and Services for Oconee County, South Carolina.”
- 2.15. “RFP Response” means OneTone’s written submission to the County in response to the RFP (Exhibit C) upon which the County relied in selecting OneTone and proceeding to negotiate this Agreement. The RFP Response is made part of this Agreement. In the event of a conflict between the RFP Response and the terms of this Agreement, the terms of this Agreement shall control.
3. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until 11:59 p.m. on the 20th anniversary thereof (“Term”).
4. **Lease of Network Assets.** As of the Effective Date, the County grants an exclusive leasehold interest to OneTone in Network Assets for the term and fees set forth below.
- 4.1. **Lease Term.** The leasehold interest granted to OneTone shall continue for the duration of the Term or, if the useful life of an Asset is shorter than the Term of this Agreement, for its useful life. Upon the end of an Asset’s useful life, title in such Asset will be deemed to transfer from the County to OneTone. Notwithstanding the foregoing, OneTone will pay the full Lease Fee for the duration of the Term as set forth in Section 4.2 below and Exhibit E.
- 4.2. **Lease Fee.** In exchange for the lease of Network Assets, and for other consideration, OneTone will pay to the County lease fees for 19 years, totaling \$6,300,001 over the Term, commencing with an initial down payment of \$200,000.00 due upon September 1, 2016, or the Effective Date (whichever is later) and a \$1.00 payment at the end of the Term. The lease fees are outlined in Exhibit E.
5. **Transition Period**
- 5.1. The Parties will cooperate, work in good faith, and use commercially reasonable efforts to effect a smooth and prompt operational and management transition of the Network from the County to OneTone. Upon the Effective Date, OneTone will assume all operational, management, and maintenance obligations under this Agreement, including billing & collections. For 120 days

following the Effective Date (“Transition Period”), the County will assist OneTone in the transition, during which the County will perform managerial, operational, and administrative tasks necessary for continuity of service or other essential purposes. To the extent such assistance is not otherwise specified as a County obligation under Section 7 of this Agreement, the County may invoice OneTone for the cost of such assistance. OneTone will assume responsibility for, and hold the County harmless with regard to, County Network activities undertaken during the Transition Period.

- 5.2. During the Transition Period, the County will not attempt to (1) enter into any new dark fiber lease or IRU, (2) add any new customer(s) unless mutually agreed by the Parties, nor (3) undertake any substantial expansion or capital expenditure relating to the Network without the consent of OneTone.

6. Obligations of OneTone

6.1. Network Management

OneTone will perform Network management tasks substantially as set forth in the OneTone RFP Response. Without limitation, and as may be more specifically described in other written communication between the Parties from time to time, OneTone will:

- Manage the day-to-day operations of the Network;
- Monitor and maintain the Network according to generally accepted engineering standards in the communications industry, as set forth in the RFP Response;
- Engineer, design and manage Network collocation facilities;
- Manage Network engineering and deployment;
- Expand the Network, as set forth in Section 6.4 of this Agreement;
- Implement system improvements meeting or exceeding industry standards and ensuring that the Network remains a state-of-the-art, up-to-date communications facility;
- Ensure optimum reliability;
- Acquire and maintain adequate electrical power systems.

6.2. Services to Schools, County, and CAIs

6.2.1. Services to School District of Oconee County

- 6.2.1.1. OneTone will provide to each of the School District of Oconee County (“School District” or “SDOC”) sites as set forth in Exhibit B, without interruption, 10 Gbps Metro Ethernet WAN and 1 Gbps Direct Internet Access services (except for the Hamilton Career Center Shop, which currently receives 1 Gbps Metro Ethernet), as currently provided to such sites by Oconee FOCUS, and will do so for the duration of the existing contract between the School District and Oconee County, the obligations and benefits of which OneTone will assume.
- 6.2.1.2. For purposes of the federal Schools and Libraries Program (E-Rate), on or about the Effective Date, OneTone will take steps necessary to cause the FOCUS SPIN (and all obligations and benefits conferred thereby) to be transferred to OneTone, or any other appropriate measures to ensure uninterrupted and ongoing SDOC receipt of E-Rate support. So long as OneTone diligently pursues the E-Rate transition, the County will provide assistance to OneTone to accomplish the transition while

ensuring continuity of service for SDOC, notwithstanding the 120 day Transition Period described in Section 5.1.

- 6.2.1.3. OneTone will offer to continue the services described in Section 6.2.1.1 to the School District (including any additional School District sites) following the current term with no increase in current rates, for the duration of the Term. Payment amounts may increase if the School District requests a service level increase. Nothing in this section shall preclude OneTone from offering a service level increase, lower rates, or both, to the School District.
- 6.2.1.4. Notwithstanding Section 6.2.1.3, all services offered by OneTone to SDOC shall be at a rate at least 5 percent below the market rate for comparable services in the Atlanta metropolitan area. In the event OneTone services are not made available at such below-market rates, OneTone shall promptly offer each affected SDOC site access to four strands of fiber, substantially as set forth in Appendix M of the RFP and Exhibit D of this Agreement, and rack space at the NOC sufficient to activate and operate such fiber. OneTone will not charge a use fee, installation charge, or any other charge or fee relating to use of fiber or rack space under this subsection. OneTone may require reimbursement of OneTone's actual costs relating to fiber construction and splicing, if any such construction or splicing is necessary to provide access to fiber and rack space under this subsection. OneTone will maintain such fiber strands in the same manner and to the same extent as Network fiber leased to OneTone.
- 6.2.1.5. OneTone will use its best efforts to identify and implement a plan for SDOC connectivity to Internet 2, taking into account School District needs, timeframes and cooperation.
- 6.2.1.6. *Additional School Sites.* The expense of connecting an additional school location, including construction and electronics, will be the responsibility of the School District, not OneTone, and will be provided by OneTone at its cost. Services will be offered to an additional school location at the same cost and quality as generally available to other School District sites.

6.2.2. Services to County Locations

- 6.2.2.1. During the Term, OneTone will offer to all Oconee County government locations connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:
 - 100Mbps transport
 - 150Mbps Direct Internet Access (to Walhalla server room)
 - Redundant circuit for failover
 - GPON
 - Maintenance: customer support, equipment maintenance and fiber maintenance
- 6.2.2.2. The expense of connecting an additional County location, including construction and electronics, will be the responsibility of the County, and will be provided by

OneTone at its cost. Services will be offered to an additional County location at the same cost and quality as generally available to other County locations.

6.2.3. Services to Community Anchor Institutions

6.2.3.1. *Community Anchor Institutions.* During the Term, OneTone will offer to Community Anchor Institutions connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:

- 30 Mbps symmetrical (30x30) GPON
- Maintenance: support, equipment, DIA, and fiber maintenance costs

6.2.3.2. *New CAI Connections.* OneTone will make available the services and pricing terms described above to all CAIs within Oconee County, provided, however, that OneTone is under no obligation to incur uncompensated costs of connections to such sites (including but not limited to fiber optic construction).

6.2.3.3. *Fire Stations.* OneTone will continue the provision of no-cost transport and Internet connectivity up to 100Mbps GPON to each fire station in the County (set forth in Exhibit B), in exchange for access to fire station facilities.

6.3. Assumption of Existing Contracts

6.3.1. *ISPs and Other Network Customers.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all current, written and executed County contracts with existing Network customers to provide transport, Internet access, server hosting, maintenance, IRUs, and any other Network services as specified in such contracts. Such customers will continue to receive service from OneTone with no interruption in service. The County will assign all current, written and executed customer contracts to OneTone, including payment terms, effective as of the Effective Date.

6.3.2. *Service and Support Contractors.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all existing Network service and support contracts for the duration of the current contracts. The County will assign all Network service and support contracts to OneTone, including payment terms, effective as of the Effective Date.

6.4. Network Expansion

To facilitate the development of last mile services in the County and surrounding areas, OneTone will make capital investments for Network infrastructure expansion totaling no less than \$1,000,000 over the first three years of the Term, as described in this subsection. OneTone acknowledges that expansion of the Network is a material obligation under this Agreement, and that a failure to make timely capital investments, or failure to do so in a manner that demonstrably corresponds to fiber or wireless Network expansion (as set forth below), shall amount to a breach of this Agreement. At the County's request, but no more than four times per calendar year, OneTone shall promptly provide an itemized statement specifically describing its capital expenditures made and planned pursuant to this subsection.

If required by market conditions, and to facilitate OneTone's flexibility to meet the overall Network expansion objectives of the County, One Tone may shift expenditures among the categories set forth below so long as the total \$1,000,000 investment is made within the first three years of the Term.

6.4.1. *Fiber Expansion.* In each of the first two years following the Effective Date, OneTone will provide \$200,000 in capital for direct fiber construction for the purpose of expanding last-mile FTTH/FTTB services and GPON and Metro E connections, totaling no less than \$400,000. OneTone's investment may be in the form of support for fiber construction to targeted clusters of residences (such as housing projects) and businesses. The fiber expansion shall be supported by sales and marketing activities as set forth in Section 6.5.2. If agreed to in writing by OneTone and the County Administrator, OneTone's investment may also be in the form of discounted service provided under special contracts at non-standard rates to targeted residential customers or business customers as described in this Section or to strategic customers as described in Section 6.4.3 ("large industry customers and large medical and educational institutions"). The value of any such discounted service shall be calculated as the difference between OneTone's standard, retail rate to serve a similarly situated customer and the total compensation received by OneTone from any source for providing the discounted service. That value, projected over the term of the special contract, shall be counted toward OneTone's investment obligation in this Section or in Section 6.4.3, as applicable.

6.4.2. *Wireless Expansion.* OneTone will further develop last mile wireless services to residences and businesses, and will complete a three-layer footprint across Oconee County, substantially as described in the RFP Response. OneTone will invest no less than \$300,000 within the first three years following the Effective Date to complete layer two and begin layer three, including fiber deployment for gap filling and service to towers.

6.4.3. *Strategic Fiber Investments; Strategic Customers.* OneTone will invest no less than \$300,000 within the first three years of the Term to deploy strategic fiber and other network infrastructure to assist in the development of carrier-to-carrier arrangements; to reach and serve large industry customers and large medical and educational institutions; to obtain a redundant path for DIA access, and similar purposes.

6.5. Services Offered; Sales & Marketing; Customer Service

6.5.1. *Services Offered.*

Upon the Effective Date, OneTone will offer the following services:

Direct Fiber Services:

- Wholesale transport and DIA
- GPON and Metro Ethernet services to residences and businesses
- Protected circuits to data centers, cell towers, schools, and neighboring counties
- Point-to-point services

Wireless Services:

- Residential and business
- Point-to-point

Voice Services:

- Wholesale and retail interconnected VoIP services

Rack Space:

- One (1) full rack with electrical power at the Seneca NOC for School District and County (upon Effective Date)

Redundant Connections:

- Wireless backup services for businesses

Email Services:

- Wholesale and retail email services

In addition, OneTone will use its best efforts to offer the following services within three years of the Effective Date:

Video Services:

- Activation of video head-end providing full IPTV, including local broadcast and premium channels
- Augmented bandwidth for customers, so that video service does not impact Internet bandwidth.

Rack Services:

- Open rack services for commercial co-location, with redundant power, AC and connectivity

Data Services:

- Data services including backup, disaster recovery, SAN, and NAS

Hosting:

- Full PC, server and network support
- Full (virtual) server hosting, data hosting, web hosting, etc.
- Offered as a direct service to end customer, and as a wholesale service

6.5.2. Sales & Marketing.

6.5.2.1. OneTone will execute a strategic sales and marketing plan with a local sales force, substantially as described in the OneTone RFP Response. In particular, a local sales team will focus directly on last-mile fiber construction and services, targeting neighborhoods and business clusters located close to existing and newly constructed fiber routes.

6.5.2.2. OneTone will market its Network services through multiple means, with tracking capabilities and the flexibility to adjust to successful campaigns. Marketing tactics may include but are not limited to radio spot advertisements, print, billboards, community based programs, door hangers, and other means substantially as described in the OneTone RFP Response (pp. 35-36).

6.5.2.3. OneTone will target strategic customers. For example, OneTone will pursue connections to connect university labs in Oconee County, and will continue discussions with major telecommunications companies concerning service to cell phone tower locations in Oconee County.

6.5.3. *Customer Service.* OneTone will provide Tier 1 and Tier 2 customer support for direct fiber and wireless broadband residences and small businesses through its local call center. Allowing for a reasonable transition period during which OneTone will integrate FOCUS systems, OneTone will provide Tier 1 and Tier 2 support for current FOCUS customers.

6.6. Economic Development

OneTone acknowledges that local economic development is a critical objective of the Award, the Network, and this Agreement. OneTone will be an active participant in the Oconee County Economic Development Alliance and will meet with Alliance personnel periodically to refine objectives, track progress, share opportunities, and adjust strategies relating to economic development and the Network, as the parties may agree. OneTone will aggressively pursue the location of tier 2 data centers to the County.

6.7. BTOP/NTIA Programmatic Requirements

6.7.1. *Generally.* OneTone will comply with all BTOP / NTIA operational requirements concerning those portions of the Network funded in whole or in part through the Award, for which OneTone assumes all federal, state, and other funding conditions, except that Oconee County will continue to be responsible for any ongoing reporting to NTIA, as required under the Award. OneTone will promptly comply with all County requests for information relating to required reporting under the Award. OneTone will discuss with the County, and will obtain the County's approval, prior to any substantial decision or change in operation, strategy or practice relating to any BTOP / NTIA -related regulation, obligation or objective. Representative NTIA and BTOP requirements and restrictions were set forth in Appendix C of the County RFP. OneTone acknowledges that it has reviewed, and agrees to abide by, all BTOP applicable requirements, except as otherwise provided in this Agreement.

6.7.2. Open Access: Interconnection, Collocation and Wholesale Service

6.7.2.1. *Interconnection and Collocation.* OneTone will provide access to BTOP-funded facilities at any technically feasible and secure point along the Network (without exceeding current or reasonably anticipated capacity limitations). Rates and terms for interconnection will be reasonable and nondiscriminatory. OneTone will negotiate in good faith with all requesting parties making a bona fide request for interconnection or wholesale services.

6.7.2.2. *Wholesale Services.* OneTone will provide wholesale communications services on reasonable, non-discriminatory rates and terms to qualified, credit-worthy carriers through the Oconee County area. Provisioning, installation, and repair/maintenance timeframes will be consistent with industry standards and practice.

6.7.2.3. *Response Time.* OneTone will respond to requests for interconnection, collocation or wholesale service within a reasonable period of time.

6.7.3. *Federal Interest.* OneTone recognizes that the federal government through NTIA holds a lien known as the "federal interest" on all of Assets funded through BTOP for their useful lives under the terms under which the Assets were funded. Useful life periods for certain Assets are included in Exhibit B.

6.8. Communication with County. OneTone shall promptly and comprehensively respond to all County requests for information relating to Award compliance and other Network-related matters.

6.9. Compliance with Law and Regulation.

6.9.1. OneTone shall comply with all federal, state and local laws and regulations concerning services provided by OneTone using the Network. After the Effective Date, the County shall bear no responsibility whatsoever for regulatory actions – enforcement-related or otherwise – relating to OneTone’s use of the Network to provide services, or for compliance obligations incurred by OneTone through its use and management of the Network. For example, upon the Effective Date or within a reasonable period thereafter, consistent with federal guidelines, OneTone will update and will be responsible for all prospective regulatory filings required to be made to the federal Universal Service Administrative Company (USAC) for the Universal Service Program, the E-Rate program, and for federal, state or local regulatory purposes. Except to the extent that OneTone’s actions may have contributed to any loss, damage, injury or claim initially arising from Network-related County activities undertaken prior to the Effective Date, the County will remain responsible for Network-related County activities undertaken prior to the Effective Date.

6.9.2. Upon request by the County, OneTone shall promptly provide written evidence that it is in compliance with this section.

6.9.3. OneTone will cooperate with the County in preparing and executing any security or financing documents that may be made necessary (or deemed advisable by the County) by virtue of this transaction, such as UCC financing statements or other instruments.

6.10. Other Obligations of OneTone

6.10.1. Redundant Backbone Connection

OneTone will establish a secondary, redundant Internet connection as soon as commercially practicable.

6.10.2. FirstNet

OneTone will attempt to partner with FirstNet and will use its best efforts to elevate Oconee County to the top of the list of FirstNet project deployments.

6.10.3. Employment of FOCUS Staff

OneTone may negotiate with and offer employment to existing FOCUS staff.

6.10.4. Other Activities Described in RFP Response

OneTone shall use commercially reasonable efforts to undertake all other activities described in the RFP Response.

7. Obligations of Oconee County

- 7.1. Additional Approval.** OneTone understands and agrees that certain actions necessary to effect the terms of this Agreement, including the County's obligations herein, may require additional approval by the governing body of the County. Such actions may include, but are not limited to, the purchase, lease, and/or sale of property made necessary by the provisions contained herein – for example, potential transactions necessary to satisfy the obligations contained in Sections 7.3 and 7.4.
- 7.2. Assignment of Existing Customer Agreements.** Upon the Effective Date, the County will assign its existing customer agreements to OneTone, and OneTone will assume all such customer agreements, including payment terms, for the duration of their contracts or until those customers elect to enter into different contracts with OneTone.
- 7.3. Wireless Siting on County-Owned Facilities.** In exchange for fiber and wireless connectivity provided by OneTone to County government, schools, law enforcement, medical, public safety, emergency management and other CAIs at no cost, or at significantly discounted cost, the County will in good faith work with OneTone to facilitate the location of wireless equipment on County-owned facilities, where government guidelines and policies would allow, and subject to the execution of appropriate siting agreements and permits. Refusal by the County to approve a wireless siting request for reasons of health, safety and welfare or specific government guidelines and policies shall not affect OneTone's obligation to provide service as described in this Agreement.
- 7.4. NOC Relocation.** The County will pay costs and manage work associated with relocation and reconfiguration of the Walhalla and Westminster NOCs. The County will also update the UPS at the Seneca NOC. The County will use its best efforts to complete such work by September 31, 2016. OneTone shall be responsible for electric power serving the NOCs following the relocation and reconfiguration.
- 7.5. Fire Station Hub Sites.** The County will either (i) obtain written permission from fire station personnel granting OneTone unfettered 24x7 access to an existing Network hub on fire station property designated in Exhibit B (subject to reasonable security requirements, including background checks, identification of personnel and vehicles, and the like), or (ii) pay costs and manage work associated with relocation and reconfiguration of the fire station Network hubs. The County will use its best efforts to complete such work by September 31, 2016. The work includes relocation of the hubs into a hut near each fire station to enable unfettered 24x7 access to such hut by OneTone and ensuring that each fire station hub site is equipped with a generator. OneTone shall be responsible for the cost of electric power to serve any huts and hubs located on fire station property not within a fire station building.
- 7.6. BTOP Award Reporting and Oversight.** The County will remain primarily responsible for all reporting and compliance obligations associated with the BTOP Award. The County will obtain all necessary approvals from NTIA required for execution of this Agreement and a subsequent lease agreement between the Parties. As set forth in Section 5, OneTone will promptly respond to all County requests for information relating to the County's Award compliance obligations.
- 7.7. Other County Obligations**

In addition to obligations described elsewhere in this Agreement, the County will:

- Permit OneTone to access and use current FOCUS Network equipment, tools, supplies and assets to the extent necessary to permit OneTone to perform its obligations under this Agreement.
- Provide to OneTone all FOCUS Network-related documentation, records, programs, facilities, historical invoice books, accounting documents, vendor lists, etc (privileged and protected documents excluded).
- Provide electronic authorization as needed to access all FOCUS systems (links, IDs, passwords, etc.), with appropriate measures taken to protect privacy and the security of County systems.
- Provide access to all GIS created Network maps.
- Dedicate FOCUS staff to work with OneTone employees to effect a smooth transition during the transition period.
- Facilitate access to Tom Asp of CTC to understand the FOCUS business model, pricing, and other CTC-created documentation. Work performed at the instruction of OneTone by Mr. Asp, CTC, and/or other consultant(s) shall be payable solely by OneTone.
- Provide assistance from the County Road Department with regard to policies and procedures for gaining access to public rights of way.
- Use best efforts to obtain up to four (4) railroad crossings for closing fiber connection gaps above the Westminster NOC. The exact locations of the permits will be identified by August 31, 2016. Unless the Parties agree otherwise, the applications for permits will be filed no later than 18 months following identification of exact locations. OneTone will complete construction in the crossing within the timeframe specified in the permit.
- Provide reasonable ongoing assistance from the County GIS Department for Network-related purposes.
- Direct work and pay expenses to address the known FOCUS Network handhole splicing issues located at handhole ID 045HH020, and Facility ID Anchor 116.
- Extract as-built data from Televent and work with OneTone to convert management software during the transition period.

8. Mutual Release of Liability

The Parties understand, to the best of their knowledge, that OneTone bears no outstanding liabilities to the County, and is not subject to any current claims by the County. Notwithstanding the foregoing, and for the consideration noted herein, the County hereby releases OneTone from any such claims or liabilities that may arise from activities undertaken prior to the Effective Date of this Master Agreement.

The Parties understand, to the best of their knowledge, that the County is not subject to any outstanding liability, legal claim, or regulatory enforcement action relating to the Network, whether arising in the past or the future. Notwithstanding the foregoing, OneTone will hold harmless, indemnify and defend the County in any such action brought after the Effective Date, as further described in Section 13 (Indemnification).

9. Default and Remedies

9.1.1. Default by OneTone. Except for Force Majeure events, if OneTone fails to perform its obligations under the terms of this Agreement, the County shall inform OneTone of its default in writing, after which OneTone will have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, the County may agree to extend the time for OneTone to cure for a reasonable period of time, provided that OneTone acts diligently to effect a cure, and such period does not exceed ninety (90) days.

Following the cure period, or upon notification of OneTone's insolvency or filing of a petition for bankruptcy, the County may terminate this Agreement and may pursue any remedy available to it under law or equity, and shall have the right to reclaim possession of the Network. Such reversion of the Assets may, at the County's discretion, include any improvements, additions or replacements to the Network funded by OneTone, for which the County shall compensate OneTone at the lower of the cost or the fair market value, as determined by an independent valuation procured by the County. Maintenance and repairs in the ordinary course of business will not be considered new improvements, additions or replacements.

9.1.1.1. Notwithstanding the foregoing, if the default by OneTone is in the nature of a payment missed due exclusively to acts or omissions of a third party, or of third parties, over which OneTone has or had no control, County will allow the missed payment to be made in the following year or spread throughout the remaining years of the Term.

9.1.2. Default by the County. In the event the County fails to perform its obligations under the terms of this Agreement, OneTone will inform the County of its default in writing, at which time the County shall have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, OneTone may agree to extend the time for the County to cure for a reasonable period of time, provided that the County acts diligently to effect a cure, and such period does not exceed ninety (90) days. Following the cure period, the OneTone may terminate this Agreement and may pursue any remedy available to it under law or equity.

10. County's Right of First Refusal.

10.1. Generally. OneTone agrees that within the Term it will not attempt to transfer any material interest that it acquires under this Agreement, or file a petition for insolvency or bankruptcy, without first having given the County one hundred eighty (180) days prior written notice of its intention to do so. OneTone agrees that the County will have a right of first refusal to claim any such interest. Should OneTone attempt to transfer any Network improvement, the County shall also have a right of first refusal with respect to that improvement. Any transfer, assignment, or other conveyance of a material interest acquired by OneTone under, or growing out of, this Agreement is subject to all terms and conditions contained herein, and OneTone will ensure that any transferee, assignee, or other recipient of a material interest conveyed by OneTone assumes all obligations of OneTone contained in this Agreement in a manner satisfactory to the County.

10.2. Compensation. Except as provided in Section 10.3 the County may claim the interest for an amount equal to the fair market value of the interest in question (as confirmed by an independent appraisal procured by the County, taking into account the offer received by OneTone). If the transfer includes an interest granted to OneTone under this Agreement, the amount shall be reduced by the total amount of Lease payments yet to be paid to the County by OneTone (the unpaid market value of FOCUS assets).

10.3. Default, Insolvency or Bankruptcy. If the proposed transfer is based upon default of lease terms or under a petition for insolvency or bankruptcy, consistent with Paragraph 9 of this Agreement, the County may reclaim the interest in question, and to the extent such interest includes any improvements, additions, or replacements that OneTone has made to the Network, the County shall compensate OneTone for the lower of the cost or the fair market value of such

improvements, additions, or replacements, as determined by an independent appraisal procured by the County.

- 10.4. Process.** Within thirty (30) days of a written notification and request for information by the County, OneTone shall provide all information requested by the County in order to make an informed decision as to whether to exercise these rights. Within sixty (60) days following provision by OneTone of all requested information, the County will notify OneTone whether it does or does not choose to exercise these rights.

11. Surety For Continued Operation

At the County's request, OneTone will post sufficient surety to maintain and operate the Network for one hundred eighty (180) days, which may be redeemed by the County in the event OneTone defaults or cannot or will not continue to operate, manage, and maintain the Network as set forth in this Agreement. If the County is unable to identify and reach agreement with a substitute provider during the period covered by the bond, OneTone shall continue to operate the Network, under an employment agreement, until a replacement operator is found.

12. Assignment

An assignment by OneTone is subject to Award conditions, and OneTone may not assign its rights under this Agreement without the prior written consent of Oconee County, which consent the County shall not unreasonably withhold, condition, or delay. Any such assignment shall be subject to the provisions of Section 10 (County's Right of First Refusal). Nothing in this Agreement shall limit Oconee County's right to assign its rights and obligations under this Agreement. In the event of an assignment by either Party, the assigning Party shall cause the assignee to assume all of the rights and obligations of the assigning Party.

13. Indemnification

- 13.1.** OneTone will indemnify, defend, protect and hold the County harmless from and against any liability arising out of any claims, suits, actions, damages, losses, fines, judgments, costs and expenses brought after the Effective Date relating to the Network.
- 13.2.** To the extent permitted by law, OneTone, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the County and its directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from and against any liability arising out of any claims, suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including reasonable attorneys', accountants', experts' fees) of any kind or character (collectively "Claims") incurred by any Indemnified Persons (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual, or other relationship between such claiming party and the Indemnitor, as it relates to the obligations described in this Agreement. An Indemnitor's obligations under this section shall not apply

to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

14. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

15. Insurance

During the term of this Agreement, OneTone shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Two Million Dollars (\$2,000,000) umbrella coverage. OneTone shall name the other County, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. OneTone shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of South Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the County upon request.

The County will carry insurance as required by law as a political subdivision of the State of South Carolina.

16. Confidentiality

16.1. In General

a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to the South Carolina Freedom of Information Act (§ 30-4-10, *et seq.*), or similar legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third parties, or that is required to be disclosed under applicable public records laws. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.

b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

16.2. Survival

The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

17. Intellectual Property

Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either Party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

18. Relationship of the Parties

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between Oconee County and OneTone, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless otherwise specifically provided for in this Agreement or expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. Oconee County and OneTone, in performing any of their obligations hereunder, shall be independent Parties and shall discharge their contractual obligations at their own risk.

19. Taxes

Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from, the performance of this Agreement. OneTone reserves the right to pass through to a OneTone customer any and all fees payable by OneTone relating to the federal Universal Service Fund or other government mandated fee, surcharge, or tax, which shall be designated as such in a separate line item on customer billing statements and which shall be payable by customer.

20. Representations and Warranties

20.1. By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or

may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

20.2. DISCLAIMER OF WARRANTY

GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OCONEE COUNTY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE OR FACILITY PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

21. Force Majeure

21.1. Force Majeure Events

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"), *provided* that the obligation of OneTone to pay Oconee County a lease fee as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.

21.2. Response to Force Majeure Events

A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

21.3. Suspension Pending Force Majeure

The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

22. Bankruptcy and Insolvency

Upon the occurrence of a bankruptcy or insolvency condition described below, the County may terminate this Agreement, may exercise its right of first refusal described in Section 10, or may proceed under the default procedures described in Section 9:

- a. OneTone commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws;
- b. any person commences an involuntary case against OneTone under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- c. a court of competent jurisdiction appoints, or OneTone makes an assignment of all or substantially all of the Assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for OneTone or all or substantially all of its assets; or
- d. OneTone fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

23. Notices

All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to Osage County:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

[Legal Counsel]

If to OneTone:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

24. Applicable Law

This Agreement will be governed, and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Oconee County, South Carolina.

25. Miscellaneous

- 25.1. Headings.** Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.
- 25.2. Severability.** If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 25.3. Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.
- 25.4. Waiver.** Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.
- 25.5. Entire Agreement; Amendments.** This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning

the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of the second and final signatory:

Oconee County:

By: _____

Name: _____

Title: _____

Date: _____

OneTone Telecom, Inc:

By: _____

Name: _____

Title: _____

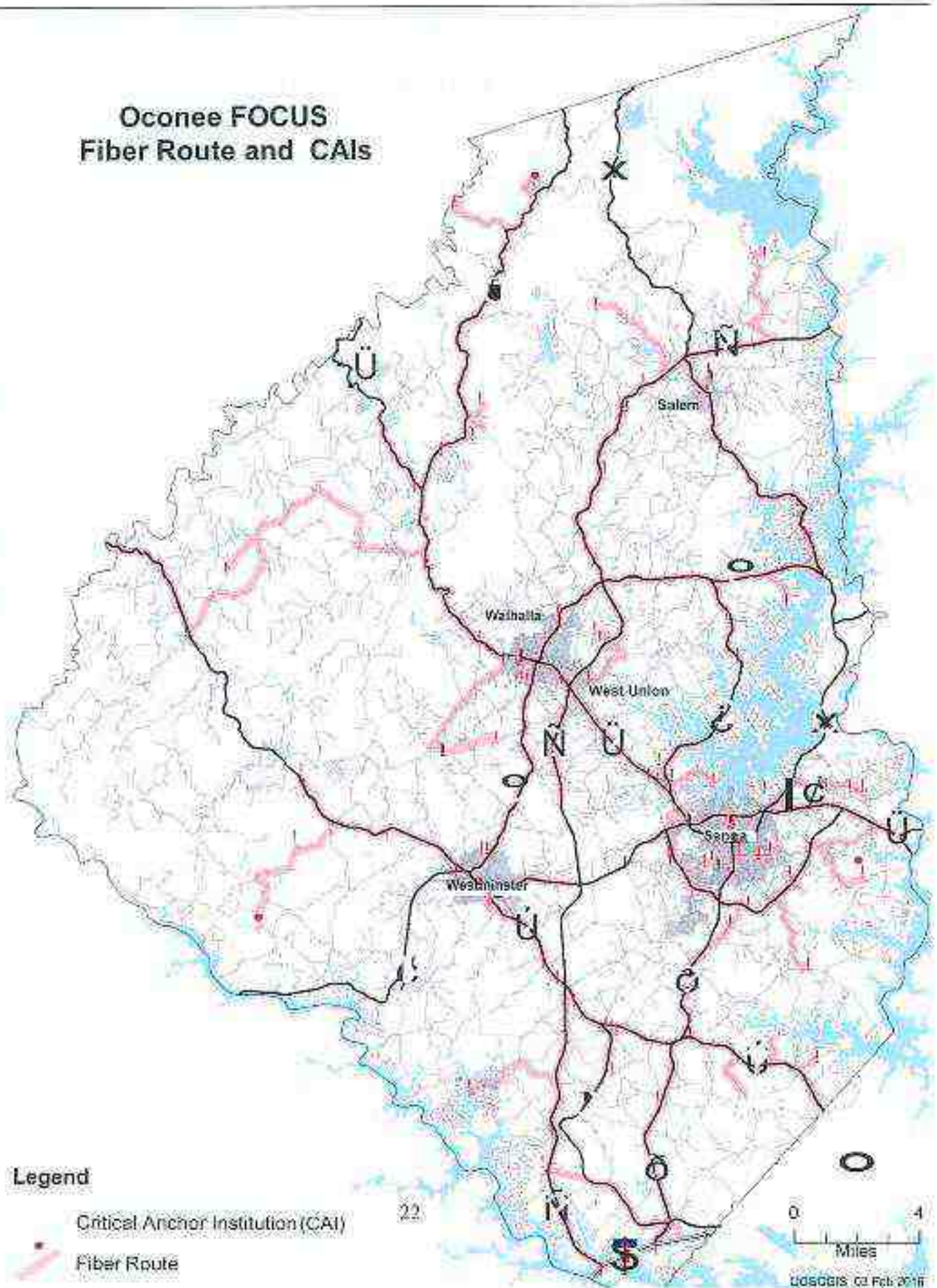
Date: _____

EXHIBIT A

LEASED NETWORK ASSETS

The County leases to OneTone under this Agreement all Assets as the term is defined in Section 2 of the Agreement, which include the fiber optic network throughout the route described in the Appendix E of the RFP (“Oconee FOCUS Fiber Route and CAIs”), and the assets described in the FOCUS Federal Asset Inventory, both of which are made part of this Agreement and set forth below.

Oconee FOCUS Fiber Route and CAIs



Oconee FOCUS Federal Asset Inventory

Part Number	EQUIPMENT Description	Serial Number	Quantity	Price	Total	Tag #	Acquisition Date	Location	Useful Life	Cond Code	GP OR ACQ
	2011 Chevy Tahoe ¹	1GNSK2F06BR229313	1	\$ 28,645.00	\$ 28,645.00	10708	1/31/2011	Walhalla NOC	5 yrs	4	ACQ
	ARCFM Fiber Manager/Viewer Software	00-19-B9-CA-9D-57	1	\$ 14,990.00	\$ 14,990.00	10837	9/21/2011	Walhalla NOC	10 yrs	4	ACQ
S01-4563	Fusion splicer	3986	1	\$ 19,386.34	\$ 19,386.34	10806	12-9-2011	Walhalla NOC	10 yrs	4	ACQ
FTB73002B04BEAEUI9101	OTDR tester	620423	1	\$ 12,872.45	\$ 12,872.45	10805	1/6/2012	Walhalla NOC	10 yrs	4	ACQ
WS-C3750X-12S-E	Catalyst 3750X 12 port	FDO1601Z02A	1	\$ 8,765.16	\$ 8,765.16		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
CAB-SPWR-30CM	Catalyst 3750X stack power cable 30cm	NA						Walhalla NOC			
C3KX-PWR-350 WAC	Catalyst 3K-X 350W AC power supply	DTN1542L15A						Walhalla NOC			
CAB-STACK-50 CM	Cisco stackwise 50CM stacking cable	NA						Walhalla NOC			
CAB-3KX-AC	AC power cord for catalyst 3K-X	NA						Walhalla NOC			
S375XVK9T-1500ISE	CAT 3750X IOS Universal with web base dev mgr	NA						Walhalla NOC			
C3750X-48-10S-S-E	C3750X-48 IPbase to IP services factory IOS upgrade		2	\$ 5,012.76	\$ 10,025.52		2/24/2012				
		upgrade license - no serial						Walhalla NOC	10 yrs	4	ACQ
		upgrade license - no serial						Seneca NOC	10 yrs	4	ACQ
WS-C3750X-48T-S	Cisco catalyst 3750X-48T-S switch Layer 3 managed 48 ports ethernet fast ethernet gigabit ethernet 10 Base-t 100base-tx 1000 base-t+1	FDO1548P07M	1	\$ 7,201.66	\$ 7,201.66		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
A9K-RSP40-SE	ASR9K route switch processor w/440G/slot Fabric & 12GB		4	\$ 13,101.57	\$ 52,406.28		10/12/2012				
		FOC162380R2						Seneca NOC	10 yrs	4	ACQ
		FOC162380Y7						Seneca NOC	10 yrs	4	ACQ
		FOC162380VM						Walhalla NOC	10 yrs	4	ACQ
		FOC1644N2QP						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-SE	80G Modular linecard service edge optimized		4	\$ 26,881.57	\$ 107,526.28		10/12/2012				
		FOC1622840Q						Seneca NOC	10 yrs	4	ACQ
		FOC1622841U						Seneca NOC	10 yrs	4	ACQ
		FOC1622840G						Walhalla NOC	10 yrs	4	ACQ
		FOC1624800T						Walhalla NOC	10 yrs	4	ACQ
A9K-MPA-20X1GE	ASR 9000 20-port 1GE modular port adapter		2	\$ 6,211.57	\$ 12,423.14		10/12/2012				
		FOC161288Q8						Seneca NOC	10 yrs	4	ACQ
		FOC1622839J7						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-AIP-SE	L3 VPN license for MOD80 linecard service edge optimized		4	\$ 12,412.57	\$ 49,650.28		10/12/2012				
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ

¹ Because the useful life of this vehicle has expired, it will not be considered an Asset to be leased under this Agreement. The conveyance of the vehicle will be negotiated by the Parties.

		feature license - no serial					Walhalla NOC	10 yrs	4	ACQ
		feature license - no serial					Walhalla NOC	10 yrs	4	ACQ
A9K-MPA-4X10GE	ASR 9000 4-port 10GE modular port		4	\$ 14,479.57	\$ 57,918.28	10/12/2012				
		FOC162282M7					Seneca NOC	10 yrs	4	ACQ
		FOC162282S8					Seneca NOC	10 yrs	4	ACQ
		FOC162282QD					Walhalla NOC	10 yrs	4	ACQ
		FOC162282ML					Walhalla NOC	10 yrs	4	ACQ
81-71424-NX-R5	High density 10G transponder		3	\$ 5,035.00	\$ 15,105.00	10/17/2012				
		ZA4870329					Walhalla NOC	10 yrs	4	ACQ
		ZA4210057					Walhalla NOC	10 yrs	4	ACQ
		ZA4211554					Seneca NOC	10 yrs	4	ACQ
4125004	QOIU7 Quad GPON (4 SFPs included)		18	\$ 7,017.20	\$ 126,309.60	3/29/2012				
		JPMAE114300125					Corinth Shiloh FD	10 yrs	4	ACQ
		JPMAE114702074					Fairplay FD	10 yrs	4	ACQ
		JPMAE114900644					Friendship FD	10 yrs	4	ACQ
		JPMAE114300113					Crossroads FD	10 yrs	4	ACQ
		JPMAE114702072					Oakway FD	10 yrs	4	ACQ
		JPMAE114702075					South Union FD	10 yrs	4	ACQ
		JPMAE114702081					Long Creek FD	10 yrs	4	ACQ
		JPMAE114101378					Pickett Post FD	10 yrs	4	ACQ
		JPMAE114300133					Salem FD	10 yrs	4	ACQ
		JPMAE114900634					Cleveland FD	10 yrs	4	ACQ
		JPMAE114900655					West Union FD	10 yrs		ACQ
		JPMAE114900648					Mt Rest FD	10 yrs		ACQ
		JPMAE114900639					Seneca NOC	10 yrs		ACQ
		JPMAE114300109					Walhalla NOC	10 yrs		ACQ
		JPMAE114900636					Keowee Eben. FD	10 yrs		ACQ
		JPMAE114900637					Keowee FD	10 yrs		ACQ
		JPMAE122600704					Seneca FD	10 yrs		ACQ
		JPMAE114702082					Westminster NOC	10 yrs		ACQ
81.BC1100FP256	Tellabs 1134/1150 NE license, 10 NE or client capacity includes NE software FP25.6 for unix or windows COBRA interface, CAS, AUP, NE software, online help, and document CD, and orbix 6.3 standard edition. Includes client software license for Unix or windows	Software - no license	1	\$ 5,437.80	\$ 5,437.80	3/29/2012	Seneca NOC	10 yrs		ACQ
81.71228-IR-R5	88 Channel OADM-IR		9	\$ 19,122.40	\$ 172,101.60	3/29/2012				
		YH6320005					Walhalla NOC	10 yrs		ACQ
		YH6320006					Walhalla NOC	10 yrs		ACQ
		YH6320004					Seneca NOC	10 yrs		ACQ
		ZH6920018					Seneca NOC	10 yrs		ACQ
		ZH6920022					Westminster NOC	10 yrs		ACQ

		ZH6920024						Westminster NOC	10 yrs		ACQ
		ZH6920025						Seneca NOC Spare	10 yrs		ACQ
		ZH6920023						Seneca NOC Spare	10 yrs		ACQ
		ZH4740021						Seneca NOC Spare	10 yrs		ACQ
81.71424-NX-R5	High density 10G transponder (HDTG)		7	\$ 5,035.00	\$ 35,245.00		3/29/2012				
		ZA4870329						Seneca NOC	10 yrs		ACQ
		ZA4210057						Walhalla NOC	10 yrs		ACQ
		ZA4211554						Seneca NOC	10 yrs		ACQ
		ZA4900440						Seneca NOC	10 yrs		ACQ
		ZA4620863						Westminster NOC	10 yrs		ACQ
		ZA4171144						Westminster NOC	10 yrs		ACQ
		2A5300194						Seneca NOC Spare	10 yrs		ACQ
81.71M-ESM20-R5	ESM20		7	\$ 8,823.44	\$ 61,764.08						
		2A5800432						Walhalla NOC	10 yrs		ACQ
		2A5670330						Walhalla NOC	10 yrs		ACQ
		2A5810096						Seneca NOC	10 yrs		ACQ
		2A5670283						Seneca NOC	10 yrs		ACQ
		2A5670290						Westminster NOC	10 yrs		ACQ
		2A5650720						Westminster NOC	10 yrs		ACQ
		ZH4740021						Seneca NOC Spare	10 yrs		ACQ
81.71NM083051SV1	7194 FP8.3 initialization RTU (per server)-small (<\$1 Nes)	License - no serial	1	\$ 27,973.40	\$ 27,973.40		3/29/2012		10 yrs		ACQ
81.71T-XDWDMR6	Tunable DWDM XFP		2	\$ 7,685.00	\$ 15,370.00		3/29/2012				
		FB1627950097						Seneca NOC	10 yrs		ACQ
		FB172795080C						Seneca NOC	10 yrs		ACQ
56-APC-SYPX-004	UPS-Symmetra PX- 40kVA-SY40K40F-2x2- AP9617	QD0718350226	1	\$ 26,498.94	\$ 26,498.94		4/18/2012	Walhalla NOC	10 yrs		ACQ
	APC Symmetra LX 8k VA scalable to 16kVA N+1 Tower UPS	5D1116T02752	1	\$ 5,237.00	\$ 5,237.00		6/28/2012	Westminster NOC	10 yrs		ACQ
	22KW Generac generator 1800 RPM	7075567	1	\$ 16,823.50	\$ 16,823.50	10815	8/13/2012	Seneca NOC	10 yrs		ACQ
81.71T-XDWDM XFP	Tunable DWDM XFP		6	\$ 6,918.09	\$ 41,508.54		1/23/2013		10 yrs		
		FB172795001D						Seneca NOC			ACQ
		FB172795002B						Seneca NOC			ACQ
		FB1627950214						Seneca NOC			ACQ
		FB1727950005						Seneca NOC			ACQ
		FB1627950070						Seneca NOC			ACQ
		FB16279502DB						Seneca NOC			ACQ
AT-3BE843T-288-7	288 Strand fiber		133710 ft		\$ 194,882.35		10/31/2011		20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		69639 ft		\$ 51,303.06		10/31/2011		20 yrs		ACQ
AT-3BE833T-024-7	24 Strand fiber		145636 ft		\$ 56,674.74		10/31/2011		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		117000 ft		\$ 114,594.48		11/16/2011		20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		117000 ft		\$ 86,193.90		11/16/2011		20 yrs		ACQ

AT-2863-07-289-7	285 Second Floor		28229.0	E	52,024.01	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		28229.0	E	142,835.01	2-18-2012	20 yrs	ACD
AT-2863-07-144-7	144 Second Floor		142220.0	E	132,352.64	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		148314.0	E	25,261.01	2-18-2012	20 yrs	ACD
AT-2863-07-144-7	144 Second Floor		142220.0	E	14,206.08	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		142220.0	E	17,124.11	2-18-2012	20 yrs	ACD
AT-2863-07-144-7	144 Second Floor		142220.0	E	132,752.64	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		142220.0	E	114,258.31	2-18-2012	20 yrs	ACD
AT-2863-07-144-7	144 Second Floor		142220.0	E	24,346.32	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		142220.0	E	28,451.01	2-18-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		112940.0	E	171,400.01	2-22-2012	20 yrs	ACD
AT-2863-07-289-7	285 Second Floor		249201.0	E	262,258.01	6-25-2012	20 yrs	ACD
	11/1 to 2012		1394500.0		1,394,500.00	1,394,500.00	21 yrs	ACD
POWERWAVE 6104-883VA	POWERWAVE KPS	NA		E	24,617.01	8-25-2011	10 yrs	ACD
DELL R310-007-5520-2	5012 POWEREDGE R310 SERVER	2106142		E	7,162.77	4-22-2011	10 yrs	ACD
DELL R310-007-5520-2	5012 POWEREDGE R310 SERVER	2106142		E	7,482.77	4-22-2011	10 yrs	ACD
DELL R310-007-5520-2	5012 POWEREDGE R310 SERVER	2106142		E	6,011.44	4-22-2011	10 yrs	ACD

EXHIBIT B

SDOC, COUNTY, CALAND FIRE STATION SITES

Anchor Name	Type	Service Provider	Location Type
AIRPORT	Other Government Facilities	yes	
AMERICAN RED CROSS	Public Safety Entities	no	
BETHEL BAPTIST CHURCH	Other Community Support Organization	yes	
BLUE RIDGE ELEMENTARY	Schools (K-12)	yes	DC School
BROWNS SQUARE BUILDING	Other Government Facilities	yes	
BUILDING RESIDE KEOUFE COURIER/CORONER		Other Government Facilities	yes
CALVARY BAPTIST CHURCH	Other Community Support Organization	no	
CHATTOOGA RIVER SEARCH & RESCUE FC	Public Safety Entities	no	
CHERRY HILL PARK	Other government facility	no	
CLEMSON EXT OFFICE / AGRICULTURE BUILDING		Other Government	yes

		Facilities	
CLYDELAND FIRE STATION	Public Safety Entities	yes	Fire Station
CODE ACADEMY	Schools (K-12)	yes	OC School
COLLEGE ST BAPTIST CHURCH	Other Community Support Organization	no	
COLLINS HOME & FAMILY	Other Community Support Organization	yes	
COBINTH SHILOH FIRE STATION	Public Safety Entities	yes	Fire Station
COURTHOUSE	Other Government Facilities	yes	
CROSSGATE CHURCH	Other Community Support Organization	yes	
CROSSROADS FIRE STATION	Public Safety Entities	yes	Fire Station
DELEGATION	Other Government Facilities	yes	
DEVILS FORK PARK	Other government facility	no	
DSS / DHHS OFFICE	Other Government Facilities	yes	
EARL'S GROVE BAPTIST CHURCH	Other Community Support Organization	no	
ECONOMIC DEVELOPMENT / OCONEE ALLIANCE		Other Community Support Organization	yes
EMERGENCY SERVICES	Public Safety Entities	yes	
FACILITIES MAINTENANCE / DSS / DHHS OFFICE		Other Government Facilities	yes
Fairplay Community Center	Other Government Facilities	yes	
FAIR-PLAY FIRE STATION	Public Safety Entities	yes	Fire Station
FAIR-DAK ELEMENTARY	Schools (K-12)	yes	OC School
FIRST BAPTIST CHURCH OF WAIHAULA	Other Community Support Organization	no	
FRIENDSHIP FIRE STATION	Public Safety Entities	yes	Fire Station
GIGNILIAT GYM	Other Community Support Organization	no	
HAMILTON CAREER CENTER	Schools (K-12)	yes	OC School
Heritage Center	Other Government Facilities	yes	
HEPSIBAH BAPTIST CHURCH	Other Community Support Organization	yes	
HIGH FALLS PARK	Other Government Facilities	yes	
HOLLY SPRINGS BAPTIST CHURCH	Other Community Support Organization	yes	
J N KELCETT ELEMENTARY	Schools (K-12)	yes	OC School
JAMES M BROWN ELEMENTARY	Schools (K-12)	yes	OC School
KEDWEE EDENSZER FIRE STATION	Public Safety Entities	yes	Fire Station
KEDWEE ELEMENTARY	Schools (K-12)	yes	OC School
KEDWEE FIRE STATION	Public Safety Entities	yes	Fire Station
Long Creek Community Center	Other Government Facilities	yes	

LONG CREEK FIRE STATION	Public Safety Entities	yes	Fire Station
LONG CREEK FIRE SUBSTATION	Public Safety Entities	yes	Fire Station-Substation
MOUNTAIN REST BAPTIST CHURCH	Other Community Support Organization	yes	
RE Rest Community Center	Other Government Facilities	yes	
MOUNTAIN REST FIRE STATION	Public Safety Entities	yes	Fire Station
MOUNTAIN REST RESCUE STATION	Public Safety Entities	yes	
MT FREEDOM BAPTIST CHURCH	Other Community Support Organization	no	
NEW HOPE BAPTIST CHURCH	Other Community Support Organization	no	
NORTHSIDE ELEMENTARY	Schools (K-12)	yes	OC School
OAKWAY FIRE STATION	Public Safety Entities	yes	Fire Station
SHOP - HAMILTON CAREER CENTER (no private, no students, 1/2 price)		Schools (K-12)	yes
OAKWAY RESCUE STATION	Public Safety Entities	yes	
GOONEE CHRISTIAN ACADEMY	Schools (K-12)	yes	
GOONEE FISH HATCHERY	Other government facility	yes	
GOONEE LAW ENFORCEMENT CENTER	Public Safety Entities	yes	
GOONEE STATE PARK	Other government facility	no	
ORCHARD PARK ELEMENTARY	Schools (K-12)	yes	OC School
PATRIOTS HALL / ROCK BUILDING	Other Government Facilities	yes	
WICKETT POST / CAMP OAK FIRE STATION	Public Safety Entities	yes	Fire Station
PINE ST ADMINISTRATIVE OFFICE	Other Government Facilities	yes	
PLEASANT HILL BAPTIST CHURCH	Other Community Support Organization	no	
MOBIGATION AND PAROLE	Other Government Facilities	yes	
RAVENEL ELEMENTARY	Schools (K-12)	yes	OC School
RESCUE SQUAD HEADQUARTER BUILDING	Public Safety Entities	yes	
RETREAT BAPTIST CHURCH	Other Community Support Organization	no	
ROADS & BRIDGES	Other Government Facilities	yes	
ROCKY KNOLL BAPTIST CHURCH	Other Community Support Organization	yes	
SALEM FIRE STATION	Public Safety Entities	yes	Fire Station
SALEM LIBRARY	LIBRARY	yes	
SC GUARDIAN AD (ITEM)	Other Community Support Organization	no	
SCENIC HEIGHTS BAPTIST CHURCH	Other Community Support Organization	no	
SCHOOL DISTRICT OF GOONEE COUNTY	Other Government Facilities	yes	
SDOC TRANSPORTATION OFFICE	Schools (K-12)	yes	OC School
SENECA FIRE STATION	Public Safety Entities	yes	Fire Station

SENECA HIGH	Schools (K-12)	yes	OC School
SENECA LIBRARY	LIBRARY	yes	
SENECA MAGISTRATE OFFICE	Other Government Facilities	yes	
SENECA MIDDLE	Schools (K-12)	yes	OC School
SENECA RESCUE STATION	Public Safety Entities	yes	
SHAVER RECREATION COMPLEX	Other Community Support Organization	yes	
SOUTH COVE PARK	Other Government Facilities	yes	
SOUTH UNION FIRE STATION	Public Safety Entities	yes	Fire Station
SOUTH UNION FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
ST MARK UNITED METHODIST CHURCH	Other Community Support Organization	yes	
STRAWBERRY FARM CENTER D1	Other Government Facilities	no	
TANASSE SALEM LUMENARY	Schools (K-12)	yes	OC School
WALHALLA HIGH (new location)	Schools (K-12)	yes COMMUNITY COLLEGE	OC School
TRI-COUNTY TECHNICAL COLLEGE JOB CENTER			no
UTICA BAPTIST CHURCH	Other Community Support Organization	yes	
WALHALLA CITY HALL	Other Government Facilities	yes	
WALHALLA DEPO	Other Community Support Organization		
WALHALLA ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA FIRE STATION	Public Safety Entities	yes	Fire Station GPON
Wanee Academy (Old Walhalla High)	Schools (K-12)	yes	OC School
WALHALLA LIBRARY	LIBRARY	yes	
WALHALLA MAGISTRATE OFFICE	Other Government Facilities	yes	
WALHALLA MIDDLE	Schools (K-12)	yes	OC School
WALHALLA POLICE DEPARTMENT	Public Safety Entities	yes	
WALHALLA RECREATION DEPARTMENT	Other Community Support Organization	yes	
WELCOME CENTER	Other Government Facilities	yes	
WEST UNION FIRE STATION	Public Safety Entities	yes	Fire Station
WESTMINSTER BAPTIST CHURCH	Other Community Support Organization	no	
WESTMINSTER CITY HALL	Other Government Facilities	no	
WESTMINSTER LUMENARY	Schools (K-12)	yes	OC School
WESTMINSTER FIRE STATION	Public Safety Entities	yes	Fire Station AOC
WESTMINSTER LIBRARY	LIBRARY	yes	
WESTMINSTER MAGISTRATE OFFICE	Other Government Facilities	yes	

WEST-OAK HIGH	Schools (K-12)	yes	DC School
WEST-OAK MIDDLE	Schools (K-12)	yes	DC School

EXHIBIT C

ONETONE RFP RESPONSE

[TO BE INSERTED]

EXHIBIT D

SDOC FIBER

FOCUS
Fiber
Route
Network
Operations
Centers
SDOC
Schools

Legend

-  Fiber
-  Route
-  Network
-  SDOC School

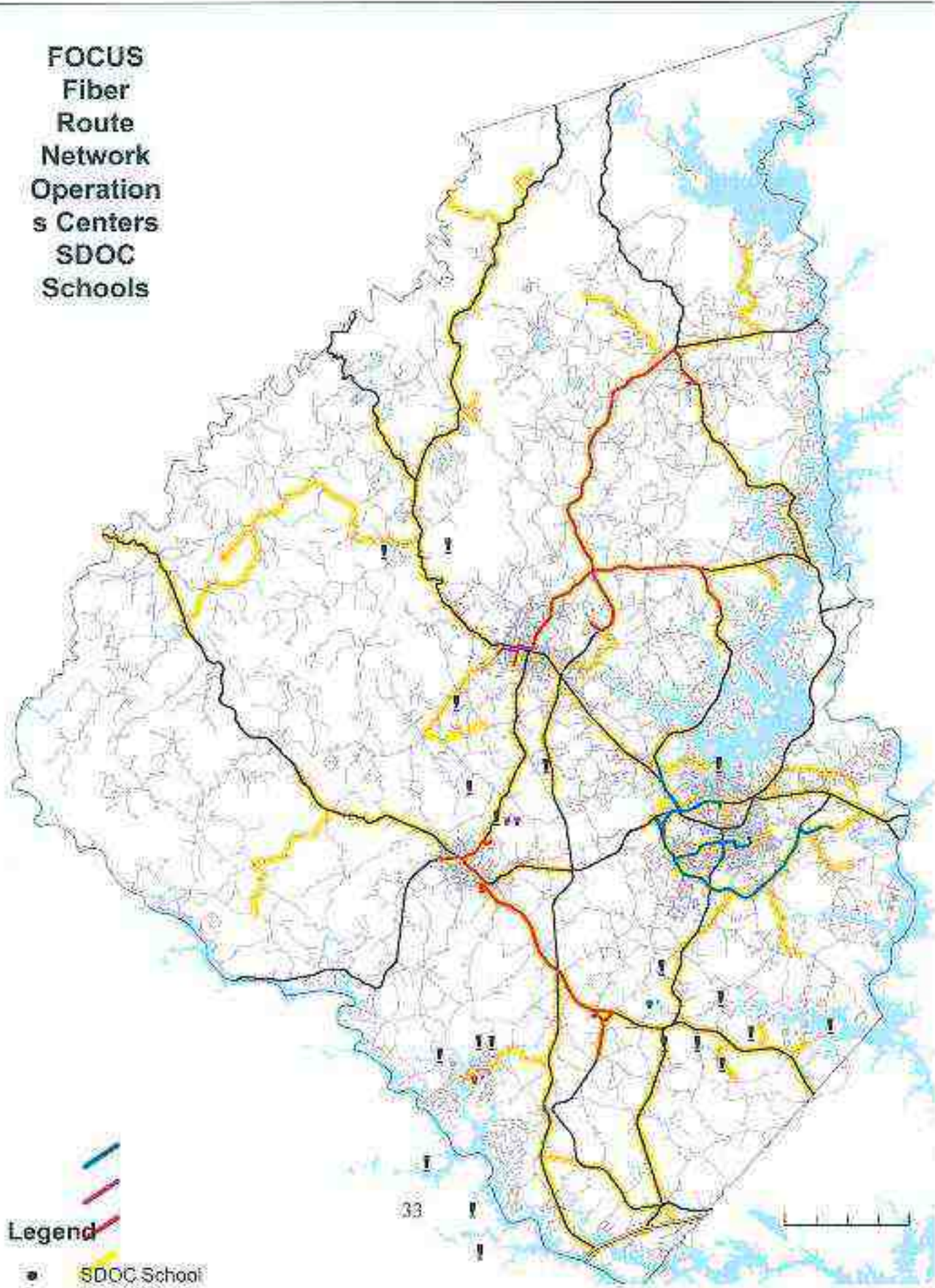


EXHIBIT E**LEASE FEE SCHEDULE**

Description	Date	Amount	Cummulative Total
Down Payment	Effective date	\$ 200,000.00	\$ 200,000.00
Year 2	Effective date (month, day, 2017)	\$ -	\$ 200,000.00
Year 3	Effective date (month, day, 2018)	\$ -	\$ 200,000.00
Year 4	Effective date (month, day, 2019)	\$ 316,000.00	\$ 516,000.00
Year 5	Effective date (month, day, 2020)	\$ 316,000.00	\$ 832,000.00
Year 6	Effective date (month, day, 2021)	\$ 316,000.00	\$ 1,148,000.00
Year 7	Effective date (month, day, 2022)	\$ 316,000.00	\$ 1,464,000.00
Year 8	Effective date (month, day, 2023)	\$ 316,000.00	\$ 1,780,000.00
Year 9	Effective date (month, day, 2024)	\$ 316,000.00	\$ 2,096,000.00
Year 10	Effective date (month, day, 2025)	\$ 4,104,000.00	\$ 6,200,000.00
Year 11	Effective date (month, day, 2026)	\$ 10,000.00	\$ 6,210,000.00
Year 12	Effective date (month, day, 2027)	\$ 10,000.00	\$ 6,220,000.00
Year 13	Effective date (month, day, 2028)	\$ 10,000.00	\$ 6,230,000.00
Year 14	Effective date (month, day, 2029)	\$ 10,000.00	\$ 6,240,000.00
Year 15	Effective date (month, day, 2030)	\$ 10,000.00	\$ 6,250,000.00
Year 16	Effective date (month, day, 2031)	\$ 10,000.00	\$ 6,260,000.00
Year 17	Effective date (month, day, 2032)	\$ 10,000.00	\$ 6,270,000.00
Year 18	Effective date (month, day, 2033)	\$ 10,000.00	\$ 6,280,000.00
Year 19	Effective date (month, day, 2034)	\$ 10,000.00	\$ 6,290,000.00
Year 20	Effective date (month, day, 2035)	\$ 10,000.00	\$ 6,300,000.00
Final	Effective date (month, day, 2035)	\$ 1.00	\$ 6,300,001.00

Exhibit A

Subject to NITA Review / Approval

NETWORK MASTER AGREEMENT

THIS NETWORK MASTER AGREEMENT ("Master Agreement" or "Agreement") is entered into on _____, 2016 between Oconee County, a public body, corporate and politic, of the State of South Carolina ("Oconee County" or "the County"), 415 S. Pine Street, Walhalla, SC 29691, and OneTone Telecom, Inc. a [type of entity] organized under the laws of _____, with principal offices located at _____ ("OneTone"), each a "Party" and together, the "Parties."

RECITALS

1. Oconee County has deployed and currently operates and maintains a middle-mile fiber optic communications network throughout the County, administered as a separate department of the County known as "Oconee FOCUS" ("Network").
2. The network was built with federal grant funds under the NITA Broadband Technology Opportunities Program ("BTOP"), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by the National Telecommunications and Information Administration (Award No. NT10BIX5570117).
3. The County seeks to leverage private sector expertise and investment to build upon the County's success, maximizing the economic-development potential of the County's network assets and providing continued investment and market development to support the long-term sustainability of the network.
4. The County published a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector service providers that could expand the network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP Award.
5. OneTone Telecom, Inc. ("OneTone") duly submitted a response to RFP #15-14.
6. The County reviewed all submissions and determined that OneTone Telecom, Inc. could best meet the County's objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community.
7. The County and OneTone have negotiated this Master Agreement to effect a transfer of overall Network management obligations and benefits from the County to OneTone.
8. As part of such transfer, the County desires to lease Network assets to OneTone, in exchange for payment by OneTone of a lease fee and other consideration specified herein.

Table of Exhibits Made Part of this Agreement

- Exhibit A: Description of Leased Network Assets
- Exhibit B: SDOC, County, CAI, and Fire Station Sites
- Exhibit C: OneTone RFP Response
- Exhibit D: SDOC Fiber
- Exhibit E: Payment Schedule

I. Definitions

- 1.1. "Agreement" means this Master Agreement, and any and all Exhibits, Addenda, and Attachments thereto to which the Parties may agree from time to time and which reference this Master Agreement.
- 1.2. "Assets" means the Network-related assets administered by Oconee FOCUS, including fiber optic cable, associated electronic equipment, physical facilities and appurtenances comprising the Network; interest in IRUs and other Network-related agreements to which the County is a party; easements and other rights of access; and other material, software, Authorizations, services, claims, receivables, and accounts of the Network currently owned by or owed to Oconee County. Exhibit A sets forth physical Assets exceeding \$5,000 in value, but Assets shall also include items of less than \$5,000 in value otherwise meeting this definition.
- 1.3. "Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises, licenses, permits, zoning approvals, variances, exemptions, grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 1.4. "Authorization Fees" means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of Network Assets and appurtenances, whether imposed by a governmental authority or a private entity.
- 1.5. "Award" means the 2010 BTOP award issued by NTIA to the County, designated Award # NT10BIX5570117.
- 1.6. "BTOP" means the Broadband Technology Opportunities Program of the NTIA.
- 1.7. "Community Anchor Institution" or "CAI" means schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, the unemployed and the aged.
- 1.8. "Effective Date" means the date upon which this Agreement is executed by the second and final signatory.

- 1.9. "Federal Interest" means the federal government's ownership interest in real or personal property, whether tangible or intangible, that is acquired or is improved, in whole or in part, with funds from the Award.
- 1.10. "Lease" means the County's lease of Network Assets to OneTone, pursuant to this Agreement.
- 1.11. "Network" means the fiber optic communications network in Oconee County currently operated and maintained by Oconee FOCUS and constructed with federal financial assistance under the Award (as well as state and local matching funds) as improved and maintained by OneTone under the terms of this Agreement.
- 1.12. "NTIA" means the U.S. Department of Commerce's National Telecommunications and Information Administration.
- 1.13. "Oconee FOCUS" or "FOCUS" means the County department tasked with executing the Award and administering the Network.
- 1.14. "RFP" means the Request for Proposals # 15-14 issued by Oconee County, entitled "Lease and Operation of Fiber Network Assets and Services for Oconee County, South Carolina."
- 1.15. "RFP Response" means OneTone's written submission to the County in response to the RFP (Exhibit C) upon which the County relied in selecting OneTone and proceeding to negotiate this Agreement. The RFP Response is made part of this Agreement. In the event of a conflict between the RFP Response and the terms of this Agreement, the terms of this Agreement shall control.
2. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until 11:59 p.m. on the 20th anniversary thereof ("Term").
3. **Lease of Network Assets.** As of the Effective Date, the County grants an exclusive leasehold interest to OneTone in Network Assets for the term and fees set forth below.
- 3.1. **Lease Term.** The leasehold interest granted to OneTone shall continue for the duration of the Term or, if the useful life of an Asset is shorter than the Term of this Agreement, for its useful life. Upon the end of an Asset's useful life, title in such Asset will be deemed to transfer from the County to OneTone. Notwithstanding the foregoing, OneTone will pay the full Lease Fee for the duration of the Term as set forth in Section 4.2 below and Exhibit E.
- 3.2. **Lease Fee.** In exchange for the lease of Network Assets, and for other consideration, OneTone shall pay to the County lease fees for 19 years, totaling \$6,300,001 over the Term, commencing with an initial down payment of \$200,000.00 due upon September 1, 2016, or the Effective Date (whichever is later) and a \$1.00 payment at the end of the Term. The lease fees are outlined in Exhibit E.
4. **Transition Period**
- 4.1. The Parties will cooperate, work in good faith, and use commercially reasonable efforts to effect a smooth and prompt operational and management transition of the Network from the County to OneTone. Upon the Effective Date, OneTone will assume all operational, management, and maintenance obligations under this Agreement, including billing & collections. For 120 days

following the Effective Date ("Transition Period"), the County will assist OneTone in the transition, during which the County will perform managerial, operational, and administrative tasks necessary for continuity of service or other essential purposes. To the extent such assistance is not otherwise specified as a County obligation under Section 7 of this Agreement, the County may invoice OneTone for the cost of such assistance. OneTone will assume responsibility for, and hold the County harmless with regard to, County Network activities undertaken during the Transition Period.

4.2. During the Transition Period, the County will not attempt to (1) enter into any new dark fiber lease or IRU, (2) add any new customer(s) unless mutually agreed by the Parties, nor (3) undertake any substantial expansion or capital expenditure relating to the Network without the consent of OneTone.

5. Obligations of OneTone

5.1. Network Management

OneTone will perform Network management tasks substantially as set forth in the OneTone RFP Response. Without limitation, and as may be more specifically described in other written communication between the Parties from time to time, OneTone will:

- Manage the day-to-day operations of the Network;
- Monitor and maintain the Network according to generally accepted engineering standards in the communications industry, as set forth in the RFP Response;
- Engineer, design and manage Network collocation facilities;
- Manage Network engineering and deployment;
- Expand the Network, as set forth in Section 6.4 of this Agreement;
- Implement system improvements meeting or exceeding industry standards and ensuring that the Network remains a state-of-the-art, up-to-date communications facility;
- Ensure optimum reliability;
- Acquire and maintain adequate electrical power systems.

5.2. Services to Schools, County, and CAIs

5.2.1. Services to School District of Oconee County

5.2.1.1. OneTone will provide to each of the School District of Oconee County ("School District" or "SDOC") sites as set forth in Exhibit B, without interruption, 10 Gbps Metro Ethernet WAN and 1 Gbps Direct Internet Access services (except for the Hamilton Career Center Shop, which currently receives 1 Gbps Metro Ethernet), as currently provided to such sites by Oconee FOCUS, and will do so for the duration of the existing contract between the School District and Oconee County, the obligations and benefits of which OneTone will assume.

5.2.1.2. For purposes of the federal Schools and Libraries Program (E-Rate), on or about the Effective Date, OneTone will take steps necessary to cause the FOCUS SPIN (and all obligations and benefits conferred thereby) to be transferred to OneTone, or any other appropriate measures to ensure uninterrupted and ongoing SDOC receipt of E-Rate support. So long as OneTone diligently pursues the E-Rate transition, the County will provide assistance to OneTone to accomplish the transition while

ensuring continuity of service for SDOC, notwithstanding the 120 day Transition Period described in Section 5.1.

- 5.2.1.3. OneTone will offer to continue the services described in Section 6.2.1.1 to the School District (including any additional School District sites) following the current term with no increase in current rates, for the duration of the Term. Payment amounts may increase if the School District requests a service level increase. Nothing in this section shall preclude OneTone from offering a service level increase, lower rates, or both, to the School District.
- 5.2.1.4. Notwithstanding Section 6.2.1.3, all services offered by OneTone to SDOC shall be at a rate at least 5 percent below the market rate for comparable services in the Atlanta metropolitan area. In the event OneTone services are not made available at such below-market rates, OneTone shall promptly offer each affected SDOC site access to four strands of fiber, substantially as set forth in Appendix M of the RFP and Exhibit D of this Agreement, and rack space at the NOC sufficient to activate and operate such fiber. OneTone will not charge a use fee, installation charge, or any other charge or fee relating to use of fiber or rack space under this subsection. OneTone may require reimbursement of OneTone's actual costs relating to fiber construction and splicing, if any such construction or splicing is necessary to provide access to fiber and rack space under this subsection. OneTone will maintain such fiber strands in the same manner and to the same extent as Network fiber leased to OneTone.
- 5.2.1.5. OneTone will use its best efforts to identify and implement a plan for SDOC connectivity to Internet 2, taking into account School District needs, timeframes and cooperation.
- 5.2.1.6. *Additional School Sites.* The expense of connecting an additional school location, including construction and electronics, will be the responsibility of the School District, not OneTone, and will be provided by OneTone at its cost. Services will be offered to an additional school location at the same cost and quality as generally available to other School District sites.

5.2.2. Services to County Locations

- 5.2.2.1. During the Term, OneTone will offer to all Oconee County government locations connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:
- 100Mbps transport
 - 150Mbps Direct Internet Access (to Walthalla server room)
 - Redundant circuit for failover
 - GPON
 - Maintenance: customer support, equipment maintenance and fiber maintenance
- 5.2.2.2. The expense of connecting an additional County location, including construction and electronics, will be the responsibility of the County, and will be provided by

OneTone at its cost. Services will be offered to an additional County location at the same cost and quality as generally available to other County locations.

5.2.3. Services to Community Anchor Institutions

5.2.3.1. *Community Anchor Institutions.* During the Term, OneTone will offer to Community Anchor Institutions connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:

- 30 Mbps symmetrical (30x30) GPON
- Maintenance: support, equipment, DIA, and fiber maintenance costs

5.2.3.2. *New CAI Connections.* OneTone will make available the services and pricing terms described above to all CAIs within Oconee County, provided, however, that OneTone is under no obligation to incur uncompensated costs of connections to such sites (including but not limited to fiber optic construction).

5.2.3.3. *Fire Stations.* OneTone will continue the provision of no-cost transport and Internet connectivity up to 100Mbps GPON to each fire station in the County (set forth in Exhibit B), in exchange for access to fire station facilities.

5.3. Assumption of Existing Contracts

5.3.1. *ISPs and Other Network Customers.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all current, written and executed County contracts with existing Network customers to provide transport, Internet access, server hosting, maintenance, IRUs, and any other Network services as specified in such contracts. Such customers will continue to receive service from OneTone with no interruption in service. The County will assign all current, written and executed customer contracts to OneTone, including payment terms, effective as of the Effective Date.

5.3.2. *Service and Support Contractors.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all existing Network service and support contracts for the duration of the current contracts. The County will assign all Network service and support contracts to OneTone, including payment terms, effective as of the Effective Date.

5.4. Network Expansion

To facilitate the development of last mile services in the County and surrounding areas, OneTone will make capital investments for Network infrastructure expansion totaling no less than \$1,000,000 over the first three years of the Term, as described in this subsection. OneTone acknowledges that expansion of the Network is a material obligation under this Agreement, and that a failure to make timely capital investments, or failure to do so in a manner that demonstrably corresponds to fiber or wireless Network expansion (as set forth below), shall amount to a breach of this Agreement. At the County's request, but no more than four times per calendar year, OneTone shall promptly provide an itemized statement specifically describing its capital expenditures made and planned pursuant to this subsection.

If required by market conditions, and to facilitate OneTone's flexibility to meet the overall Network expansion objectives of the County, OneTone may shift expenditures among the categories set forth below so long as the total \$1,000,000 investment is made within the first three years of the Term.

5.4.1. *Fiber Expansion.* In each of the first two years following the Effective Date, OneTone will provide \$290,000 in capital for direct fiber construction for the purpose of expanding last-mile FTTH/FTTB services and GPON and Metro E connections, totaling no less than \$400,000. OneTone's investment may be in the form of support for fiber construction to targeted clusters of residences (such as housing projects) and businesses. The fiber expansion shall be supported by sales and marketing activities as set forth in Section 6.5.2. If agreed to in writing by OneTone and the County Administrator, OneTone's investment may also be in the form of discounted service provided under special contracts at non-standard rates to targeted residential customers or business customers as described in this Section or to strategic customers as described in Section 6.4.3 ("large industry customers and large medical and educational institutions"). The value of any such discounted service shall be calculated as the difference between OneTone's standard, retail rate to serve a similarly situated customer and the total compensation received by OneTone from any source for providing the discounted service. That value, projected over the term of the special contract, shall be counted toward OneTone's investment obligation in this Section or in Section 6.4.3, as applicable.

5.4.2. *Wireless Expansion.* OneTone will further develop last mile wireless services to residences and businesses, and will complete a three-layer footprint across Oconee County, substantially as described in the RFP Response. OneTone will invest no less than \$300,000 within the first three years following the Effective Date to complete layer two and begin layer three, including fiber deployment for gap filling and service to towers.

5.4.3. *Strategic Fiber Investments, Strategic Customers.* OneTone will invest no less than \$300,000 within the first three years of the Term to deploy strategic fiber and other network infrastructure to assist in the development of carrier-to-carrier arrangements; to reach and serve large industry customers and large medical and educational institutions; to obtain a redundant path for DIA access, and similar purposes.

5.5. Services Offered; Sales & Marketing; Customer Service

5.5.1. Services Offered.

Upon the Effective Date, OneTone will offer the following services:

Direct Fiber Services:

- Wholesale transport and DIA
- GPON and Metro Ethernet services to residences and businesses
- Protected circuits to data centers, cell towers, schools, and neighboring counties
- Point-to-point services

Wireless Services:

- Residential and business
- Point-to-point

Voice Services:

- Wholesale and retail interconnected VoIP services.

Rack Space:

- One (1) full rack with electrical power at the Seneca NOC for School District and County (upon Effective Date)

Redundant Connections:

- Wireless backup services for businesses.

Email Services:

- Wholesale and retail email services.

In addition, OneTone will use its best efforts to offer the following services within three years of the Effective Date:

Video Services:

- Activation of video head-end providing full IPTV, including local broadcast and premium channels
- Augmented bandwidth for customers, so that video service does not impact Internet bandwidth.

Rack Services:

- Open rack services for commercial collocation, with redundant power, AC and connectivity.

Data Services:

- Data services including backup, disaster recovery, SAN, and NAS

Hosting:

- Full PC, server and network support
- Full (virtual) server hosting, data hosting, web hosting, etc.
- Offered as a direct service to end customer, and as a wholesale service.

5.5.2. Sales & Marketing:

5.5.2.1. OneTone will execute a strategic sales and marketing plan with a local sales force, substantially as described in the OneTone RFP Response. In particular, a local sales team will focus directly on last-mile fiber construction and services, targeting neighborhoods and business clusters located close to existing and newly constructed fiber routes.

5.5.2.2. OneTone will market its Network services through multiple means, with tracking capabilities and the flexibility to adjust to successful campaigns. Marketing tactics may include but are not limited to radio spot advertisements, print, billboards, community based programs, door hangers, and other means substantially as described in the OneTone RFP Response (pg. 35-36).

5.5.2.3. OneTone will target strategic customers. For example, OneTone will pursue connections to connect university labs in Oconee County, and will continue discussions with major telecommunications companies concerning service to cell phone tower locations in Oconee County.

5.5.3. *Customer Service*. OneTone will provide Tier 1 and Tier 2 customer support for direct fiber and wireless broadband residences and small businesses through its local call center. Allowing for a reasonable transition period during which OneTone will integrate FOCUS systems, OneTone will provide Tier 1 and Tier 2 support for current FOCUS customers.

5.6. Economic Development

OneTone acknowledges that local economic development is a critical objective of the Award, the Network, and this Agreement. OneTone will be an active participant in the Oconee County Economic Development Alliance and will meet with Alliance personnel periodically to refine objectives, track progress, share opportunities, and adjust strategies relating to economic development and the Network, as the parties may agree. OneTone will aggressively pursue the location of tier 2 data centers to the County.

5.7. BTOP/NTIA Programmatic Requirements

5.7.1. *Generally*. The Department of Commerce through the National Telecommunications and Information Administration (NTIA) made a financial assistance award under the Broadband Technology Opportunities Program (BTOP) to the County, dated July 21, 2010 (BTOP Award No. NT10BIX5570117) ("Award"). OneTone will comply with all BTOP / NTIA operational requirements concerning those portions of the Network funded in whole or in part through the Award, for which OneTone assumes all federal, state, and other funding conditions, except that Oconee County will continue to be responsible for any ongoing reporting to NTIA, as required under the Award. OneTone will promptly comply with all County requests for information relating to required reporting under the Award. OneTone will discuss with the County, and will obtain the County's approval, prior to any substantial decision or change in operation, strategy or practice relating to any BTOP / NTIA -related regulation, obligation or objective. Representative NTIA and BTOP requirements and restrictions were set forth in Appendix C of the County RFP. OneTone acknowledges that it has reviewed, and agrees to abide by, all BTOP applicable requirements, except as otherwise provided in this Agreement.

5.7.2. *Open Access, Interconnection, Collocation and Wholesale Service*

5.7.2.1. *Interconnection and Collocation*. OneTone will provide access to BTOP-funded facilities at any technically feasible and secure point along the Network (without exceeding current or reasonably anticipated capacity limitations). Rates and terms for interconnection will be reasonable and nondiscriminatory. OneTone will negotiate in good faith with all requesting parties making a bona fide request for interconnection or wholesale services.

5.7.2.2. *Wholesale Services*. OneTone will provide wholesale communications services on reasonable, non-discriminatory rates and terms to qualified, credit-worthy carriers through the Oconee County area. Provisioning, installation, and repair/maintenance timeframes will be consistent with industry standards and practice.

5.7.2.3. *Response Time*. OneTone will respond to requests for interconnection, collocation or wholesale service within a reasonable period of time.

5.7.3. *Federal Interest.* The Department of Commerce retains a federal interest in all BTOP-funded equipment, including the equipment leased and transferred through this agreement, for the useful life of the equipment, as determined by the BTOP Useful Life Schedule, available at http://www2.ntia.doc.gov/files/fact_sheet_useful_life_schedule_082510_v1.pdf. The federal interest includes both beneficial title as well as a reversionary interest in the equipment. See 15 C.F.R. § 14.37.

5.8. **Communication with County.** OneTone shall promptly and comprehensively respond to all County requests for information relating to Award compliance and other Network-related matters.

5.9. **Compliance with Law and Regulation.**

5.9.1. OneTone shall comply with all federal, state and local laws and regulations concerning services provided by OneTone using the Network. After the Effective Date, the County shall bear no responsibility whatsoever for regulatory actions, enforcement-related or otherwise – relating to OneTone’s use of the Network to provide services, or for compliance obligations incurred by OneTone through its use and management of the Network. For example, upon the Effective Date or within a reasonable period thereafter, consistent with federal guidelines, OneTone will update and will be responsible for all prospective regulatory filings required to be made to the federal Universal Service Administrative Company (USAC) for the Universal Service Program, the E-Rate program, and for federal, state or local regulatory purposes. Except to the extent that OneTone’s actions may have contributed to any loss, damage, injury or claim initially arising from Network-related County activities undertaken prior to the Effective Date, the County will remain responsible for Network-related County activities undertaken prior to the Effective Date.

5.9.2. Upon request by the County, OneTone shall promptly provide written evidence that it is in compliance with this section.

5.9.3. OneTone will cooperate with the County in preparing and executing any security or financing documents that may be made necessary (or deemed advisable by the County) by virtue of this transaction, such as UCC financing statements or other instruments.

5.10. **Other Obligations of OneTone**

5.10.1. *Redundant Backbone Connection*

OneTone will establish a secondary, redundant Internet connection as soon as commercially practicable.

5.10.2. *FirstNet*

OneTone will attempt to partner with FirstNet and will use its best efforts to elevate Oconee County to the top of the list of FirstNet project deployments.

5.10.3. *Employment of FOCUS Staff*

OneTone may negotiate with and offer employment to existing FOCUS staff.

5.10.4. *Other Activities Described in RFP Response*

OneTone shall use commercially reasonable efforts to undertake all other activities described in the RFP Response.

f. Obligations of Oconee County

- 6.1. Additional Approval.** OneTone understands and agrees that certain actions necessary to effect the terms of this Agreement, including the County's obligations herein, may require additional approval by the governing body of the County. Such actions may include, but are not limited to, the purchase, lease, and/or sale of property made necessary by the provisions contained herein – for example, potential transactions necessary to satisfy the obligations contained in Sections 7.3 and 7.4.
- 6.2. Assignment of Existing Customer Agreements.** Upon the Effective Date, the County will assign its existing customer agreements to OneTone, and OneTone will assume all such customer agreements, including payment terms, for the duration of their contracts or until those customers elect to enter into different contracts with OneTone.
- 6.3. Wireless Siting on County-Owned Facilities.** In exchange for fiber and wireless connectivity provided by OneTone to County government, schools, law enforcement, medical, public safety, emergency management and other CAEs at no cost, or at significantly discounted cost, the County will in good faith work with OneTone to facilitate the location of wireless equipment on County-owned facilities, where government guidelines and policies would allow, and subject to the execution of appropriate siting agreements and permits. Refusal by the County to approve a wireless siting request for reasons of health, safety and welfare or specific government guidelines and policies shall not affect OneTone's obligation to provide service as described in this Agreement.
- 6.4. NOC Relocation.** The County will pay costs and manage work associated with relocation and reconfiguration of the Waltham and Westminster NOCs. The County will also update the UPS at the Seneca NOC. The County will use its best efforts to complete such work by September 31, 2016. OneTone shall be responsible for electric power serving the NOCs following the relocation and reconfiguration.
- 6.5. Fire Station Hub Sites.** The County will either (i) obtain written permission from fire station personnel granting OneTone unfettered 24x7 access to an existing Network hub on fire station property designated in Exhibit B (subject to reasonable security requirements, including background checks, identification of personnel and vehicles, and the like), or (ii) pay costs and manage work associated with relocation and reconfiguration of the fire station Network hubs. The County will use its best efforts to complete such work by September 31, 2016. The work includes relocation of the hubs into a hut near each fire station to enable unfettered 24x7 access to such hut by OneTone and ensuring that each fire station hub site is equipped with a generator. OneTone shall be responsible for the cost of electric power to serve any huts and hubs located on fire station property not within a fire station building.
- 6.6. BTOP Award Reporting and Oversight.** The County will remain primarily responsible for all reporting and compliance obligations associated with the BTOP Award. The County will obtain all necessary approvals from NTIA required for execution of this Agreement and a subsequent

lease agreement between the Parties. As set forth in Section 5, OneTone will promptly respond to all County requests for information relating to the County's Award compliance obligations. The County will provide the NTIA and the NOAA Grants Office with a copy of the final executed agreement within seven calendar days of its execution.

6.7. Other County Obligations

In addition to obligations described elsewhere in this Agreement, the County will:

- Permit OneTone to access and use current FOCUS Network equipment, tools, supplies and assets to the extent necessary to permit OneTone to perform its obligations under this Agreement.
- Provide to OneTone all FOCUS Network-related documentation, records, programs, facilities, historical invoice books, accounting documents, vendor lists, etc (privileged and protected documents excluded).
- Provide electronic authorization as needed to access all FOCUS systems (links, IDs, passwords, etc.), with appropriate measures taken to protect privacy and the security of County systems.
- Provide access to all GIS created Network maps.
- Dedicate FOCUS staff to work with OneTone employees to effect a smooth transition during the transition period.
- Facilitate access to Tom Asp of CTC to understand the FOCUS business model, pricing, and other CTC-created documentation. Work performed at the instruction of OneTone by Mr. Asp, CTC, and/or other consultants shall be payable solely by OneTone.
- Provide assistance from the County Road Department with regard to policies and procedures for gaining access to public rights of way.
- Use best efforts to obtain up to four (4) railroad crossings for closing fiber connection gaps above the Westminster NOC. The exact locations of the permits will be identified by August 31, 2016. Unless the Parties agree otherwise, the applications for permits will be filed no later than 18 months following identification of exact locations. OneTone will complete construction in the crossing within the timeframe specified in the permit.
- Provide reasonable ongoing assistance from the County GIS Department for Network-related purposes.
- Direct work and pay expenses to address the known FOCUS Network handhole splicing issues located at handhole ID 045HH020, and Facility ID Anchor 116.
- Extract as-built data from Televent and work with OneTone to convert management software during the transition period.

7. Mutual Release of Liability

The Parties understand, to the best of their knowledge, that OneTone bears no outstanding liabilities to the County, and is not subject to any current claims by the County. Notwithstanding the foregoing, and for the consideration noted herein, the County hereby releases OneTone from any such claims or liabilities that may arise from activities undertaken prior to the Effective Date of this Master Agreement.

The Parties understand, to the best of their knowledge, that the County is not subject to any outstanding liability, legal claim, or regulatory enforcement action relating to the Network, whether arising in the past or the future. Notwithstanding the foregoing, OneTone will hold harmless, indemnify and defend the County in any such action brought after the Effective Date, as further described in Section 13 (Indemnification).

8. Default and Remedies

8.1.1 **Default by OneTone.** Except for Force Majeure events, if OneTone fails to perform its obligations under the terms of this Agreement, the County shall inform OneTone of its default in writing, after which OneTone will have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, the County may agree to extend the time for OneTone to cure for a reasonable period of time, provided that OneTone acts diligently to effect a cure, and such period does not exceed ninety (90) days. Following the cure period, or upon notification of OneTone's insolvency or filing of a petition for bankruptcy, the County may terminate this Agreement and may pursue any remedy available to it under law or equity, and shall have the right to reclaim possession of the Network. Such reversion of the Assets may, at the County's discretion, include any improvements, additions or replacements to the Network funded by OneTone, for which the County shall compensate OneTone at the lower of the cost or the fair market value, as determined by an independent valuation procured by the County. Maintenance and repairs in the ordinary course of business will not be considered new improvements, additions or replacements.

8.1.1.1 Notwithstanding the foregoing, if the default by OneTone is in the nature of a payment missed due exclusively to acts or omissions of a third party, or of third parties, over which OneTone has or had no control, County will allow the missed payment to be made in the following year or spread throughout the remaining years of the Term.

8.1.2 **Default by the County.** In the event the County fails to perform its obligations under the terms of this Agreement, OneTone will inform the County of its default in writing, at which time the County shall have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, OneTone may agree to extend the time for the County to cure for a reasonable period of time, provided that the County acts diligently to effect a cure, and such period does not exceed ninety (90) days. Following the cure period, the OneTone may terminate this Agreement and may pursue any remedy available to it under law or equity.

9. County's Right of First Refusal.

9.1. **Generally.** OneTone agrees that within the Term it will not attempt to transfer any material interest that it acquires under this Agreement, or file a petition for insolvency or bankruptcy, without first having given the County one hundred eighty (180) days prior written notice of its intention to do so. OneTone agrees that the County will have a right of first refusal to claim any such interest. Should OneTone attempt to transfer any Network improvement, the County shall also have a right of first refusal with respect to that improvement. Any transfer, assignment, or other conveyance of a material interest acquired by OneTone under, or growing out of, this Agreement is subject to all terms and conditions contained herein, and OneTone will ensure that any transferee, assignee, or other recipient of a material interest conveyed by OneTone assumes all obligations of OneTone contained in this Agreement in a manner satisfactory to the County.

9.2. **Compensation.** Except as provided in Section 10.3 the County may claim the interest for an amount equal to the fair market value of the interest in question (as confirmed by an independent appraisal procured by the County, taking into account the offer received by OneTone). If the transfer includes an interest granted to OneTone under this Agreement, the amount shall be

reduced by the total amount of Lease payments yet to be paid to the County by OneTone (the unpaid market value of FOCUS assets).

9.3. Default, Insolvency or Bankruptcy. If the proposed transfer is based upon default of lease terms or under a petition for insolvency or bankruptcy, consistent with Paragraph 9 of this Agreement, the County may reclaim the interest in question, and to the extent such interest includes any improvements, additions, or replacements that OneTone has made to the Network, the County shall compensate OneTone for the lower of the cost or the fair market value of such improvements, additions, or replacements, as determined by an independent appraisal procured by the County.

9.4. Process. Within thirty (30) days of a written notification and request for information by the County, OneTone shall provide all information requested by the County in order to make an informed decision as to whether to exercise these rights. Within sixty (60) days following provision by OneTone of all requested information, the County will notify OneTone whether it does or does not choose to exercise these rights.

10. Surety For Continued Operation

At the County's request, OneTone will post sufficient surety to maintain and operate the Network for one hundred eighty (180) days, which may be redeemed by the County in the event OneTone defaults or cannot or will not continue to operate, manage, and maintain the Network as set forth in this Agreement. If the County is unable to identify and reach agreement with a substitute provider during the period covered by the bond, OneTone shall continue to operate the Network, under an employment agreement, until a replacement operator is found.

11. Assignment

An assignment by OneTone is subject to Award conditions, and OneTone may not assign its rights under this Agreement without the prior written consent of Oconee County, which consent the County shall not unreasonably withhold, condition, or delay. Any such assignment shall be subject to the provisions of Section 10 (County's Right of First Refusal). Nothing in this Agreement shall limit Oconee County's right to assign its rights and obligations under this Agreement. In the event of an assignment by either Party, the assigning Party shall cause the assignee to assume all of the rights and obligations of the assigning Party.

12. Indemnification

12.1. OneTone will indemnify, defend, protect and hold the County harmless from and against any liability arising out of any claims, suits, actions, damages, losses, fines, judgments, costs and expenses brought after the Effective Date relating to the Network.

12.2. To the extent permitted by law, OneTone, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the County and its directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from and against any liability arising out of any claims, suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including reasonable attorneys', accountants', experts' fees) of any kind or character (collectively "Claims") incurred by any Indemnified Persons (s) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions of the

Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable therein; (b) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual, or other relationship between such claiming party and the Indemnitor, as it relates to the obligations described in this Agreement. An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

13. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

14. Insurance

During the term of this Agreement, OneTone shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury and property damage, written by a company licensed to do business in the State of South Carolina covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Two Million Dollars (\$2,000,000) umbrella coverage. OneTone shall name the County, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. OneTone shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of South Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the County upon request.

The County will carry insurance as required by law as a political subdivision of the State of South Carolina.

15. Confidentiality

15.1. In General

a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to the South Carolina Freedom of Information Act (§ 30-4-10, *et seq.*), or similar legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third

parties, or that is required to be disclosed under applicable public records laws. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.

b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

15.2. Survival

The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

16. Intellectual Property

Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either Party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

17. Relationship of the Parties

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between Oconee County and OneTone, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless otherwise specifically provided for in this Agreement or expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. Oconee County and OneTone, in performing any of their obligations hereunder, shall be independent Parties and shall discharge their contractual obligations at their own risk.

18. Taxes

Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement. OneTone reserves the right to pass through to a OneTone customer any and all fees payable by OneTone relating to the federal Universal Service Fund or other government mandated fee, surcharge, or tax, which shall be designated as such in a separate line item on customer billing statements and which shall be payable by customer.

19. Representations and Warranties

19.1. By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform

this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

19.2. DISCLAIMER OF WARRANTY

GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OCONEE COUNTY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE OR FACILITY PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

20. Force Majeure

20.1. Force Majeure Events

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"), *provided* that the obligation of OneTone to pay Oconee County a lease fee as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.

20.2. Response to Force Majeure Events

A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

20.3. Suspension Pending Force Majeure

The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

21. Bankruptcy and Insolvency

Upon the occurrence of a bankruptcy or insolvency condition described below, the County may terminate this Agreement, may exercise its right of first refusal described in Section 10, or may proceed under the default procedures described in Section 9:

- a. OneTone commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws;
- b. any person commences an involuntary case against OneTone under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- c. a court of competent jurisdiction appoints, or OneTone makes an assignment of all or substantially all of the Assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for OneTone or all or substantially all of its assets; or
- d. OneTone fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

22. Notices

All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notices shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to OneTone County:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

[Legal Counsel]

If to OneTone:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

23. Applicable Law

This Agreement will be governed, and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Oconee County, South Carolina.

24. Miscellaneous

- 24.1. **Headings.** Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.
- 24.2. **Severability.** If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 24.3. **Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.
- 24.4. **Waiver.** Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.
- 24.5. **Entire Agreement; Amendments.** This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning

the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of the second and final signatory:

Geonee County:

By: _____

Name: _____

Title: _____

Date: _____

OneTone Telecom, Inc:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT [proposed amendments herein]

EXHIBIT A

LEASED NETWORK ASSETS

The County leases to OneTone under this Agreement all Assets as the term is defined in Section 2 of the Agreement, which include the fiber optic network throughout the route described in the Appendix E of the RFP ("Ocoee FOCUS Fiber Route and CAIs"), and the assets described in the FOCUS Federal Asset Inventory, both of which are made part of this Agreement and set forth below.

DRAFT [proposed amendments herein]

Oconee FOCUS Fiber Route and CAIs

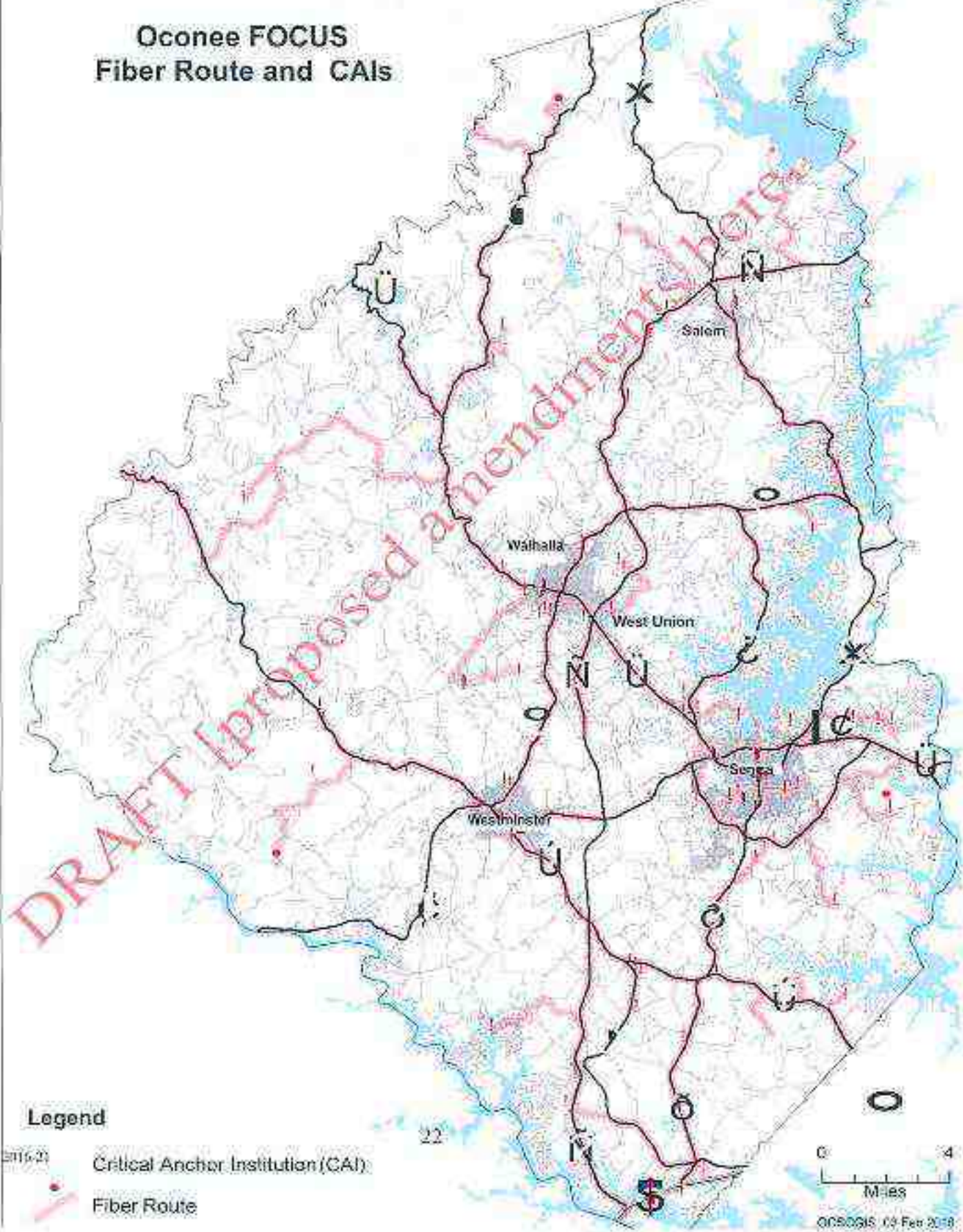


EXHIBIT B

SDOC, COUNTY, CAI AND FIRE STATION SITES

Location Name	TYPE	Service Provider	Location Type
AIRPORT	Other Government Facilities	yes	
AMERICAN RED CROSS	Public Safety Entities	no	
BETHEL BAPTIST CHURCH	Other Community Support Organization	yes	
BLUE RIDGE ELEMENTARY	Schools (K-12)	yes	OC School
BROWNS SQUARE BUILDING	Other Government Facilities	yes	
BUILDING BESIDE KEOWEE COURIER/CORNER		Other Government Facilities	yes
CALVARY BAPTIST CHURCH	Other Community Support Organization	no	
CHATTOOGA RIVER SEARCH & RESCUE #1	Public Safety Entities	no	
CHERRY HILL PARK	Other government facility	no	
CLEWSON EXH OFFICE / AGRICULTURE BUILDING		Other Government Facilities	yes
CLEVELAND FIRE STATION	Public Safety Entities	yes	Fire Station
CODE ACADEMY	Schools (K-12)	yes	OC School
COLLEGE ST BAPTIST CHURCH	Other Community Support Organization	no	
DOLLINS HOME & FAMILY	Other Community Support Organization	yes	
CORINTH SHILOH FIRE STATION	Public Safety Entities	yes	Fire Station
COURTHOUSE	Other Government Facilities	yes	
CROSSGATE CHURCH	Other Community Support Organization	yes	
CROSSROADS FIRE STATION	Public Safety Entities	yes	Fire Station
DELEGATION	Other Government Facilities	yes	
DEVILS FORK PARK	Other government facility	no	
DSS / CHHS OFFICE	Other Government Facilities	yes	
EARL'S GROVE BAPTIST CHURCH	Other Community Support Organization	no	
ECONOMIC DEVELOPMENT / COORRE ALLIANCE		Other Community Support Organization	yes

EMERGENCY SERVICES	Public Safety Entities	yes	
FACILITIES MAINTENANCE / O&S / OHS OFFICE		Other Government Facilities	yes
Fairplay Community Center	Other Government Facilities	yes	
FAIR PLAY FIRE STATION	Public Safety Entities	yes	Fire Station
FAIR OAK ELEMENTARY	Schools (K-12)	yes	OC School
FIRST BAPTIST CHURCH OF WAI HALLA	Other Community Support Organization	no	
FRIENDSHIP FIRE STATION	Public Safety Entities	yes	Fire Station
GISMILLIAT GYM	Other Community Support Organization	no	
HAMILTON CAREER CENTER	Schools (K-12)	yes	OC School
Heritage Center	Other Government Facilities	yes	
HEPS BAH BAPTIST CHURCH	Other Community Support Organization	yes	
HIGH FALLS PARK	Other Government Facilities	yes	
HOLLY SPRINGS BAPTIST CHURCH	Other Community Support Organization	yes	
J N KELLEY ELEMENTARY	Schools (K-12)	yes	OC School
JANES M BROWN ELEMENTARY	Schools (K-12)	yes	OC School
KEDWEE EBENEZER FIRE STATION	Public Safety Entities	yes	Fire Station
KEDWEE ELEMENTARY	Schools (K-12)	yes	OC School
KEDWEE FIRE STATION	Public Safety Entities	yes	Fire Station
Long Creek Community Center	Other Government Facilities	yes	
LONG CREEK FIRE STATION	Public Safety Entities	yes	Fire Station
LONG CREEK FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
MOUNTAIN REST BAPTIST CHURCH	Other Community Support Organization	yes	
MT Rest Community Center	Other Government Facilities	yes	
MOUNTAIN REST FIRE STATION	Public Safety Entities	yes	Fire Station
MOUNTAIN REST RESCUE STATION	Public Safety Entities	yes	
MT FREEDOM BAPTIST CHURCH	Other Community Support Organization	no	
NEW HOPE BAPTIST CHURCH	Other Community Support Organization	no	
NORTHSIDE ELEMENTARY	Schools (K-12)	yes	OC School
DAKOTA FIRE STATION	Public Safety Entities	yes	Fire Station
SHOP - HAMILTON CAREER CENTER (no e rate, no students, 1/3 price)		Schools (K-12)	yes
OAKWAY RESCUE STATION	Public Safety Entities	yes	
ODONNEE CHRISTIAN ACADEMY	Schools (K-12)	yes	
ODONNEE FISH HATCHERY	Other government facility	yes	
ODONNEE LAW ENFORCEMENT CENTER	Public Safety Entities	yes	

ODONEE STATE PARK	Other government facility	no	
ORCHARD PARK ELEMENTARY	Schools (K-12)	yes	OC School
PATRIOTS HALL / ROCK BUILDING	Other Government Facilities	yes	
PICKETT POST / CAMP OAK FIRE STATION	Public Safety Entities	yes	Fire Station
PINE ST ADMINISTRATIVE OFFICE	Other Government Facilities	yes	
PLEASANT HILL BAPTIST CHURCH	Other Community Support Organization	no	
PROBATION AND PAROLE	Other Government Facilities	yes	
RAVENEL ELEMENTARY	Schools (K-12)	yes	OC School
RESCUE SQUAD HEADQUARTER BUILDING	Public Safety Entities	yes	
RETREAT BAPTIST CHURCH	Other Community Support Organization	no	
ROADS & BRIDGES	Other Government Facilities	yes	
ROCKY KNOLL BAPTIST CHURCH	Other Community Support Organization	yes	
SALEM FIRE STATION	Public Safety Entities	yes	Fire Station
SALEM LIBRARY	LIBRARY	yes	
SC GUARDIAN AD LITEM	Other Community Support Organization	no	
SCENIC HEIGHTS BAPTIST CHURCH	Other Community Support Organization	no	
SCHOOL DISTRICT OF OGDEN COUNTY	Other Government Facilities	yes	
SPOC TRANSPORTATION OFFICE	Schools (K-12)	yes	OC School
SENECA FIRE STATION	Public Safety Entities	yes	Fire Station
SENECA HIGH	Schools (K-12)	yes	OC School
SENECA LIBRARY	LIBRARY	yes	
SENECA MAGISTRATE OFFICE	Other Government Facilities	yes	
SENECA MIDDLE	Schools (K-12)	yes	OC School
SENECA RESCUE STATION	Public Safety Entities	yes	
SHAVER RECREATION COMPLEX	Other Community Support Organization	yes	
SOUTH COVE PARK	Other Government Facilities	yes	
SOUTH UNION FIRE STATION	Public Safety Entities	yes	Fire Station
SOUTH UNION FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
ST. MARK UNITED METHODIST CHURCH	Other Community Support Organization	yes	
STRAWBERRY FARM CENTER, OI	Other Government Facilities	no	
TAMMISSE SALEM ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA HIGH (new location)	Schools (K-12)	yes	OC School
TRI-COUNTY TECHNICAL COLLEGE JOB CENTER		COMMUNITY COLLEGE	no
UTICA BAPTIST CHURCH	Other Community Support Organization	yes	

WALHALLA CITY HALL	Other Government Facilities	yes	
WALHALLA DEPOT	Other Community Support Organization		
WALHALLA ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA FIRE STATION	Public Safety Entities	yes	Fire Station GFDN
Doonee Academy (Old Walhalla High)	Schools (K-12)	yes	OC School
WALHALLA LIBRARY	LIBRARY	yes	
WALHALLA MAGISTRATE OFFICE	Other Government Facilities	yes	
WALHALLA MIDDLE	Schools (K-12)	yes	OC School
WALHALLA POLICE DEPARTMENT	Public Safety Entities	yes	
WALHALLA RECREATION DEPARTMENT	Other Community Support Organization	yes	
WELCOME CENTER	Other Government Facilities	yes	
WEST UNION FIRE STATION	Public Safety Entities	yes	Fire Station
WESTMINSTER BAPTIST CHURCH	Other Community Support Organization	no	
WESTMINSTER CITY HALL	Other Government Facilities	no	
WESTMINSTER ELEMENTARY	Schools (K-12)	yes	OC School
WESTMINSTER FIRE STATION	Public Safety Entities	yes	Fire Station WOC
WESTMINSTER LIBRARY	LIBRARY	yes	
WESTMINSTER MAGISTRATE OFFICE	Other Government Facilities	yes	
WEST OAK HIGH	Schools (K-12)	yes	OC School
WEST OAK MIDDLE	Schools (K-12)	yes	OC School

DRAFT (prop)

EXHIBIT C

ONETONE REP RESPONSE

[TO BE INSERTED]

DRAFT [proposed amendments herein]

EXHIBIT D

SDOC FIBER

DRAFT [proposed amendments herein]

FOCUS
Fiber
Route
Network
Operations
Centers
SDOC
Schools

DRAFT Proposed Amendment #1

2016-21
Legend
● SDOC School

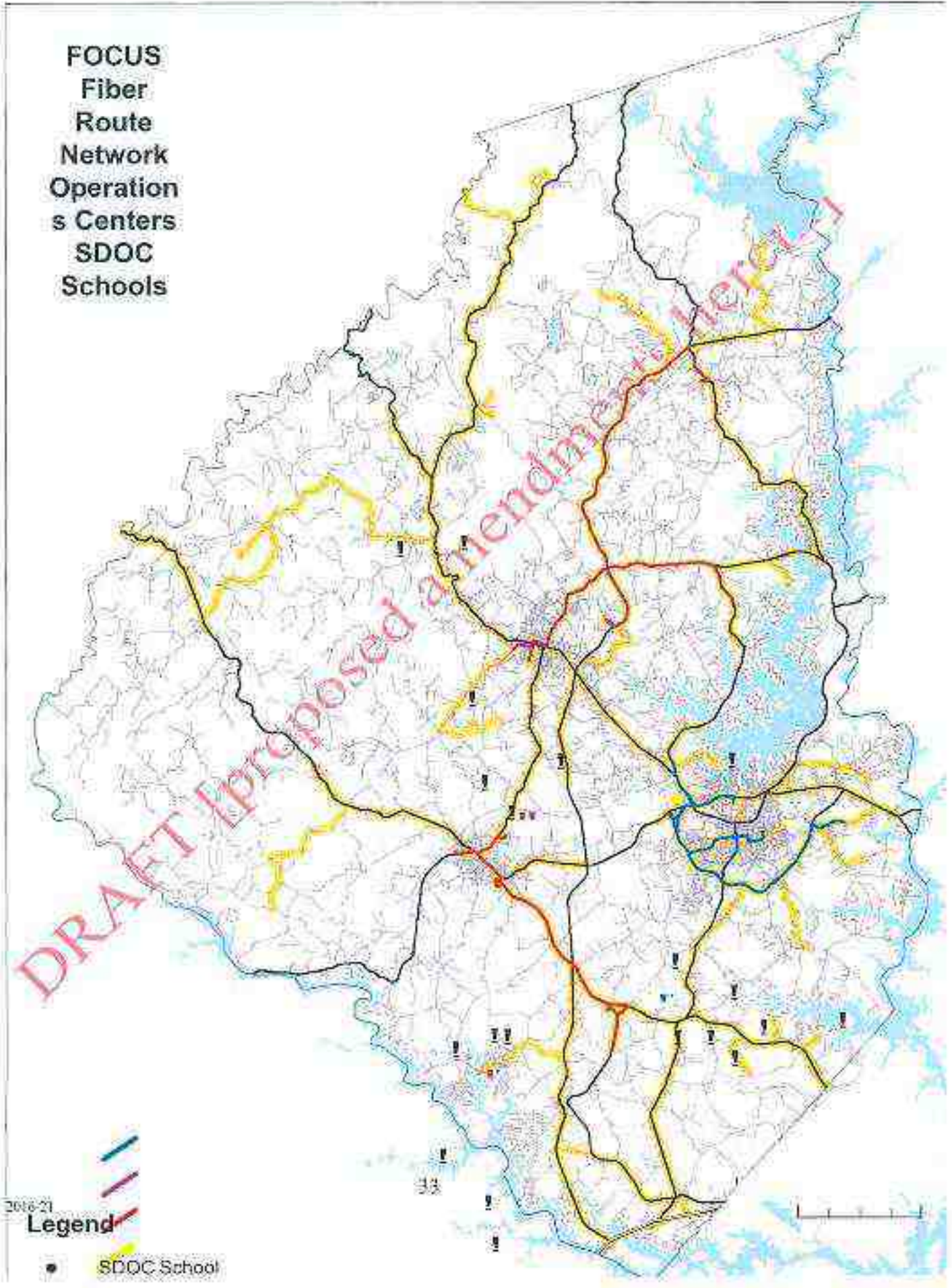


EXHIBIT E

LEASE FEE SCHEDULE

Description	Date	Amount	Cumulative Total
Down Payment	Effective date	\$ 200,000.00	\$ 200,000.00
Year 2	Effective date (month, day, 2017)	\$ -	\$ 200,000.00
Year 3	Effective date (month, day, 2018)	\$ -	\$ 200,000.00
Year 4	Effective date (month, day, 2019)	\$ 316,000.00	\$ 516,000.00
Year 5	Effective date (month, day, 2020)	\$ 316,000.00	\$ 832,000.00
Year 6	Effective date (month, day, 2021)	\$ 316,000.00	\$ 1,148,000.00
Year 7	Effective date (month, day, 2022)	\$ 316,000.00	\$ 1,464,000.00
Year 8	Effective date (month, day, 2023)	\$ 316,000.00	\$ 1,780,000.00
Year 9	Effective date (month, day, 2024)	\$ 316,000.00	\$ 2,096,000.00
Year 10	Effective date (month, day, 2025)	\$ 4,104,000.00	\$ 6,200,000.00
Year 11	Effective date (month, day, 2026)	\$ 10,000.00	\$ 6,210,000.00
Year 12	Effective date (month, day, 2027)	\$ 10,000.00	\$ 6,220,000.00
Year 13	Effective date (month, day, 2028)	\$ 10,000.00	\$ 6,230,000.00
Year 14	Effective date (month, day, 2029)	\$ 10,000.00	\$ 6,240,000.00
Year 15	Effective date (month, day, 2030)	\$ 10,000.00	\$ 6,250,000.00
Year 16	Effective date (month, day, 2031)	\$ 10,000.00	\$ 6,260,000.00
Year 17	Effective date (month, day, 2032)	\$ 10,000.00	\$ 6,270,000.00
Year 18	Effective date (month, day, 2033)	\$ 10,000.00	\$ 6,280,000.00
Year 19	Effective date (month, day, 2034)	\$ 10,000.00	\$ 6,290,000.00
Year 20	Effective date (month, day, 2035)	\$ 10,000.00	\$ 6,300,000.00
Final	Effective date (month, day, 2035)	\$ 1.00	\$ 6,300,001.00

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-22

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$16,000,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2016

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“**Beneficial Owner**” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“**Bondholders**” or the term “**Holders**” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“**Bonds**” shall mean the General Obligation Bonds, in one or more series (including taxable and tax-exempt series) and with an appropriate series designation, of Oconee County, South Carolina, in the aggregate principal amount of not exceeding \$2,600,000 authorized to be issued in one or more series pursuant to Section 3 hereof.

“**Book-Entry Form**” or “**Book-Entry System**” shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“**Books of Registry**” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Constitution**” shall mean the Constitution of the State of South Carolina, 1895, as amended.

“**County Council**” shall mean the County Council of Oconee County, South Carolina.

“**County**” shall mean Oconee County, South Carolina.

“**County Bond Act**” shall mean Title 4, Chapter 15, of the South Carolina Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor’s or an Aaa rating from Moody’s Investors Service; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council or the County Administrator, commencing on the date as determined by the Chairman of County Council or the County Administrator.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is \$549,425,909. Eight percent of such sum is \$43,954,072. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$12,265,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$690,000;

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$9,410,000; and

(iii) \$2,600,000 original principal amount General Obligation Bond, Series 2013, dated June 20, 2013, currently outstanding in the principal amount of \$2,165,000.

Thus, the County may incur not exceeding \$31,689,072 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to (i) defray the costs of

any one or more of the following projects: (A) design, construction, land acquisition, land preparation and equipping a new Westminster magistrate building; (B) land preparation (including grading), infrastructure costs (including roads, curbs, drainage and stormwater facilities, intersection improvements, and internal utilities) and civil design and site work relating to the foregoing, 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; (C) design and construction of academic facilities to be located at the Pendleton Campus of Tri-County Technical College; (D) acquisition of land located on U.S. Highway 123 for use in conducting agriculturally-related activities; (E) design and construction of fourteen (14) T-Hangars at the Oconee County Regional Airport; and (F) building repairs and upgrades in connection with the County's library system (collectively, the "Projects"); and (ii) pay the costs of issuance of the Bonds.

(g) The Projects are necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(h) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$16,000,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$16,000,000 aggregate principal amount of general obligation bonds of the County (the "Bonds"), in one or more series (including taxable and tax-exempt series), in the respective principal amount as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof and shall be issued to obtain funds for any of the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be issued in one or more series which shall be designated "\$ (principal amount issued) General Obligation Bonds, [Taxable] Series 20[], of Oconee County, South Carolina".

The Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council or the County Administrator; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council or the County Administrator at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof.

SECTION 4. Redemption Provisions.

The Bonds shall be subject to redemption prior to their stated maturities on such terms as shall be determined by the Chairman of County Council or the County Administrator. Pursuant to Section 5 hereof, the Chairman of County Council or the County Administrator may also determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Bonds. The Chairman of County Council or the County Administrator are hereby authorized and empowered to: (a) determine the original issue date of the respective series of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the respective series of Bonds and determine the respective portions of the costs of the Projects to be financed with proceeds of the respective series of Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective series of Bonds; (e) determine the optional redemption provisions applicable to the respective series of Bonds; (f) adjust the principal amounts of each maturity of the respective series of Bonds as prescribed in the Notice of Sale; (g) determine the date and time of sale of the respective series of Bonds; (h) determine whether a respective series of Bonds will be issued as obligations the interest on which shall be exempt from federal income taxation; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of a respective series of Bonds; (l) provide an appropriate series designation for the respective series of Bonds issued hereunder; and (m) determine whether a respective series of Bonds will be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Council further authorizes and empowers the Chairman of County Council or the County Administrator to award the sale of the respective series of Bonds to the lowest bidder therefor in accordance with the terms of the respective Notices of Sale for the respective series of Bonds. After the sale of the respective series of Bonds, the Chairman of County Council or the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the respective series of Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be

considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council or the County Administrator, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council or the County Administrator do not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council or the County Administrator. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council and the County Administrator.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair

the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND, [TAXABLE] SERIES 20[]

No. R- __

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent"), in _____, State of _____, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing _____, 20____, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2016-__ duly enacted by the County Council on _____, 2016.

This Bond and the series of which it is one maturing on or prior to April 1, __, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 20__ shall be subject to redemption at the option of the County on or after April 1, 20__, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

[This Bond and the series of which it is one maturing on April 1, 20__, are subject to mandatory redemption by lot on April 1 each year at a redemption price equal to one hundred percent (100%) of the

principal of the Bonds so redeemed, together with interest accrued therein to the date of redemption, in the principal amounts set forth in the table below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60th) day next preceding any mandatory redemption date, the County may (a) deliver to the Paying Agent for cancellation Term Bonds of the applicable maturity in any aggregate principal amount desired, or (b) receive a credit in respect of its mandatory redemption obligation for any Term Bonds of the applicable maturity which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond of the applicable maturity so delivered or previously purchased or redeemed shall be credited at one hundred percent (100%) of the principal amount thereof, on the obligation of the County on the respective mandatory redemption obligation in chronological order, and the principal amount of the Term Bonds of the applicable maturity to be redeemed shall be reduced accordingly.]

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and

manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

as Registrar
By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and

under Uniform Gifts to Minors

not as tenants in
common

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

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

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to
transfer the within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

NOTICE: The signature to this
agreement must correspond with
the name of the registered holder
as it appears upon the face of the
within Bond in every particular,
without alteration or enlargement or any
change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and
preceding the same a certificate shall appear, which shall be signed on behalf of the County with a
facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the
following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving
opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which
the within bond is one, the original of which opinion was manually executed, dated and issued as of the
date of delivery of and payment for the bonds and a copy of which is on file with the County Council of
Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Administrator. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 20[]
OF OCONEE COUNTY
STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ * General Obligation Bonds, [Taxable] Series 20[] (the "Bonds"), of Oconee County, South Carolina (the "County"), will be received by the County Administrator, T. Scott Moulder, on behalf of the County in the Council's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until [12:00 Noon], South Carolina time, on _____, 2016, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for \$ _____ * General Obligation Bonds, [Taxable] Series 20[], Oconee County, South Carolina" and should be mailed or hand-delivered to T. Scott Moulder, County Administrator, at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of proposals submitted by facsimile transmission. Any delay in receipt of a facsimile proposal and any incompleteness or illegible portions of such proposal are the responsibility of the bidder. Proposals by facsimile should be transmitted to the attention of T. Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of T. Scott Moulder, County Administrator, at smoulder@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@mcnair.net, and a copy to Brian Nurick, Financial Advisor, at brian.nurick@compassmuni.com with a copy to proposals@compassmuni.com.

Electronic Proposals: Electronic proposals may be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, New York, New York 10018, Customer Support, telephone 212.849.5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC TRANSMISSION (E-MAIL), BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME DESIGNATED. THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS

*Preliminary, subject to adjustment as described below.

The Bonds: The Bonds will be dated their delivery date; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>

*Preliminary, subject to adjustment.

The Bonds will bear interest from the date thereof payable on _____ and semiannually thereafter on April 1 and October 1 of each year until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. A single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

Adjustment of Maturity Schedule: If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the aggregate principal amount of the Bonds and the principal amount of Bonds maturing in each year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed []% of the par amount of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: The Bonds maturing on or prior to April 1, 20__, will not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 20__, will be subject to redemption prior to maturity at the option of the County on or after April 1, 20__, as a whole or in part at any time in such order of their maturities as the County may determine at a redemption price equal to 100% of the principal amount of such Bonds to be so redeemed, plus interest accrued to the redemption date.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all of the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.

Paying Agent and Registrar: The Oconee County Treasurer or a bank selected by the Chairman of County Council or the County Administrator will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rate specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County's Financial Advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Bid Form: It is requested, but not required, that your bid be submitted on the attached bid form.

Official Statement: The County deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the "Official Statement") in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Purpose: The Bonds are issued for the purposes of (a) [to be provided]; and (b) paying the costs of issuance of the Bonds.

Security: The Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without

limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of the McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall be attached to each Bond Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Financial Advisor: Compass Municipal Advisors, LLC has acted as Financial Advisor to County in connection with the issuance of the Bonds. In this capacity, Compass Municipal Advisors, LLC provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate is attached as an exhibit to the Preliminary Official Statement, and may otherwise be obtained from Bond Counsel.

Delivery: The Bonds will be delivered through the facilities of DTC in New York, New York, on or about _____, 20[___], at the expense of the County, or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County, provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Postponement: The County reserves the right to postpone, from time to time, the date established for the receipt of bids. The County will communicate any such change in the sale date through Bond Buyer Wire, Bloomberg Wire, or other electronic information service, not less than 48 hours prior to the time proposals are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Bond Buyer Wire, Bloomberg Wire or other electronic information service at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Bond Buyer Wire, Bloomberg Wire, or other electronic information service at the time the sale date and time are announced.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at www.compassmuni.com/statements.asp and will be furnished to any person interested in bidding for the Bonds upon request to Compass Municipal Advisors, LLC. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid. Persons seeking information should communicate with the County's Financial Advisor, Brian Nurick, Compass Municipal

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement; Private Placement Offering Memorandum. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement or a Private Placement Offering Memorandum, as determined by the County Administrator, to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement, if any, as “near final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement, if any, upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. If required by the purchaser of the Bonds, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

SECTION 20. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County’s revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the South Carolina Code;
- (b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and
- (c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Federal Tax Covenants. The Chairman of County Council or the County Administrator are authorized to determine whether one or more of the respective series of Bonds shall be issued as obligations the interest on which shall be exempt from federal income taxation. To the extent that such respective series of Bonds are issued as obligations the interest on which shall be exempt from federal income taxation, the County covenants and agrees with the holders of such series of Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on such Bonds to become includable in the gross income of the bondholders of such Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Bonds and that no use of the proceeds of the sale of such Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused such Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as such Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The Chairman of County Council or the County Administrator are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to such Bonds.

To the extent that a series of the Bonds are designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code, the County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in the year in which such series of the Bonds are issued (other than private activity bonds that are not qualified Section 501(c)(3) bonds).

SECTION 23. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 24. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator is hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council or the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 25. Miscellaneous. The County Council authorizes the Chairman of County Council, the County Administrator, the Finance Director of the County, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby further authorizes the County Administrator to retain McNair Law Firm, P.A. as bond counsel and Compass Municipal Advisors, LLC, as financial advisor to the County in connection with the issuance of the Bonds. The County Council hereby authorizes the Chairman of County Council or the County

Administrator to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 26. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 27. Effective Date. This Ordinance shall become effective and enforced from and after the date of its enactment.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this __ day of _____,
2016.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: July 19, 2016
Date of Second Reading: August 16, 2016
Date of Public Hearing: _____, 2016
Date of Third Reading: _____, 2016

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$ _____ original principal amount General Obligation Bonds, [Taxable] Series 20[] of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 2016-__ enacted by the County Council of the County on _____, 2016 (the "Ordinance"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**National Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Repository**" shall mean each National Repository and each State Depository, if any.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**Series 20[] Bonds**" shall mean the \$ _____ original principal amount General Obligation Bonds, [Taxable] Series 20[], Oconee County, South Carolina, dated _____, 2016.

"**State Depository**" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(ii) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement with respect to the Bonds under the headings: [“THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”]

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders;

(8) Bond calls;

(9) Tender offers;

(10) Defeasances;

(11) Release, substitution, or sale of property securing repayment of the securities;

(12) Rating changes;

(13) Bankruptcy, insolvency, receivership or similar event of the County;

(14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Upon the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Upon the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 20____

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$_____ General Obligation Bonds, [Taxable] Series 20[___],
Oconee County, South Carolina

Date of Issuance: _____, 20__

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

OCONEE COUNTY, SOUTH CAROLINA

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on _____, 2016, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance 2016-__ authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$16,000,000, the proceeds of which shall be applied to: (i) defray the costs of any one or more of the following projects: (A) design, construction, land acquisition, land preparation and equipping a new Westminster magistrate building; (B) land preparation (including grading), infrastructure costs (including roads, curbs, drainage and stormwater facilities, intersection improvements, and internal utilities) and civil design and site work relating to the foregoing, 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; (C) design and construction of academic facilities to be located at the Pendleton Campus of Tri-County Technical College; (D) acquisition of land located on U.S. Highway 123 for use in conducting agriculturally-related activities; (E) design and construction of fourteen (14) T-Hangars at the Oconee County Regional Airport; and (F) building repairs and upgrades in connection with the County's library system; and (ii) pay the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 16, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading [in title only] of Ordinance 2016-08 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Tokesna-Dairy Farm]

BACKGROUND DESCRIPTION:

The proposed ordinance, 2016-08 (Tokesna-Dairy Farm), stems from a initial rezoning request submitted by Ms. Vickie Marlene Willoughby. The request consists of 177 parcels totaling approximately 7,200 acres the greater Fair Play area. The parcels are located in the agricultural preservation area on the Future Land Use Map and are currently zoned in the Control Free District. As submitted, the parcels, currently in the Control Free District, would be rezoned into the Agricultural District. One parcel in the request would be rezoned into the Community Commercial District.

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

ATTACHMENTS

Maps of current zoning, rezoning proposal as submitted, and location on the Future Land Use Map.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take first reading [in title only] of Ordinance 2016-08, and [2] refer the matter to the Planning Commission for the required review.

Submitted or Prepared By:

Department Head/Elected Official

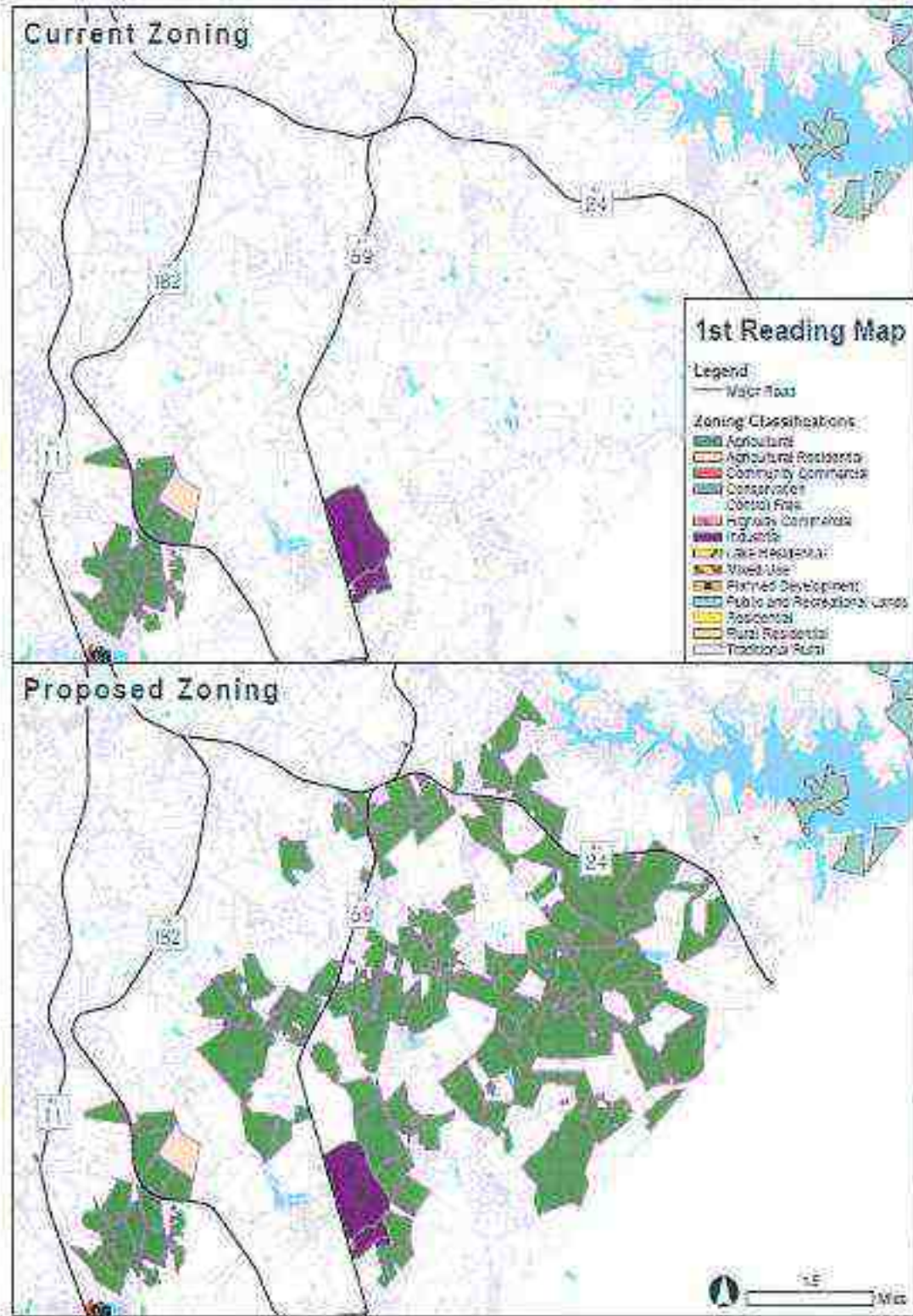
Approved for Submittal to Council:

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.

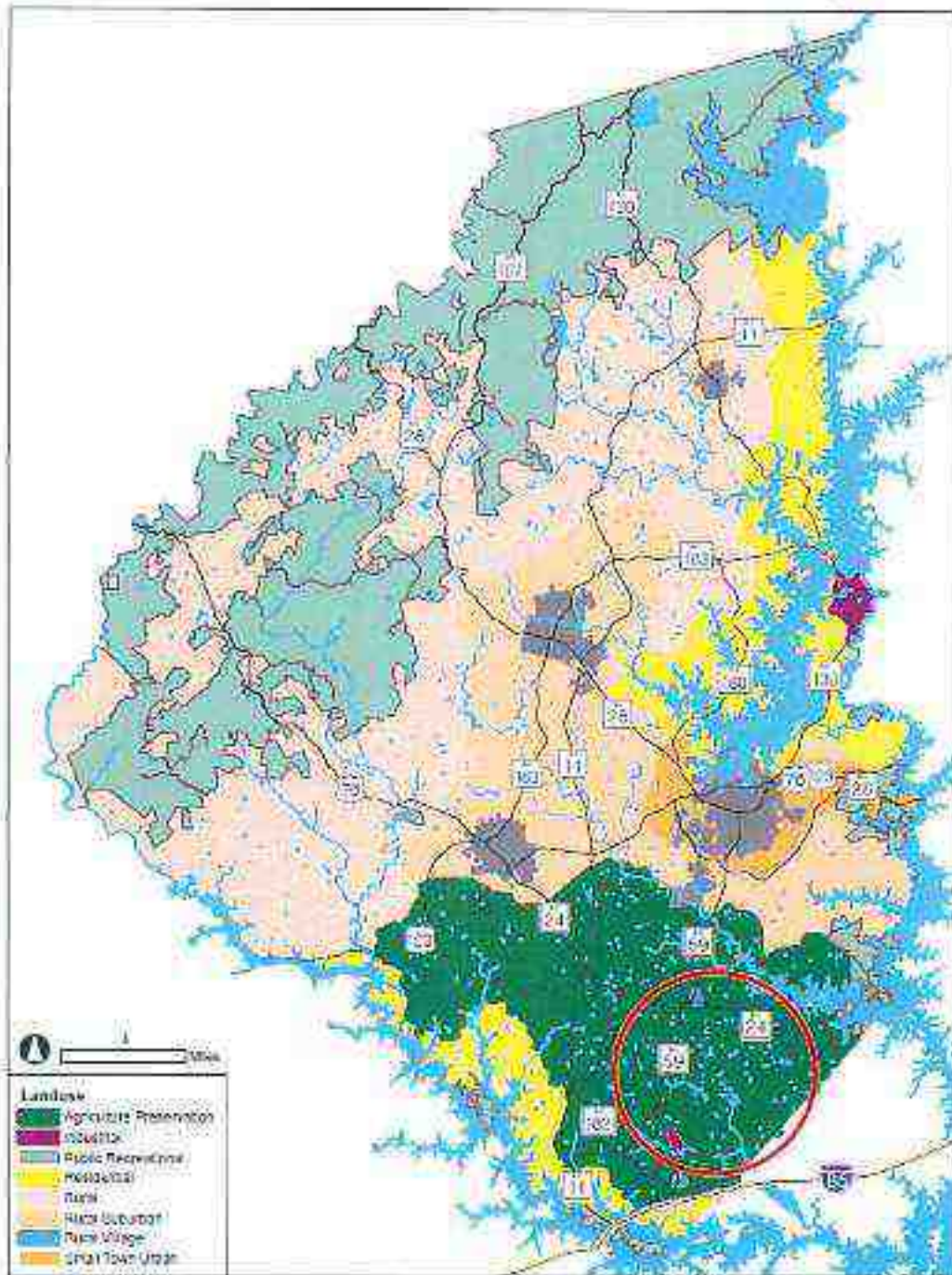
Proposed Ordinance 2016-08 Tokeena Dairy Farm Request



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.

Ordinance 2016-08 Tokeena-Dairy Farm Request Future Land Use Map Location



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

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 16, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading for Ordinance 2016-20 [Title Only] "AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING NOISE REGULATION WITHIN THE UNINCORPORATED AREAS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2016-20 is purposed to meet the changing needs of the County and to ensure and promote the comfort, convenience, safety, welfare, prosperity, and public health of the unincorporated areas of the County and its inhabitants by amending Article II of Chapter 12 of the Oconee County Code of Ordinances relating to the regulation of noise. The proposed amendments include, among other things, objective and measurable criteria by which certain maximum permissible noise levels are established.

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: No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-20.

Submitted or Prepared By:

David A. Root, Esquire

Department Head/Elected Official

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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: August 16, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading for Ordinance 2016-23 [Title Only] "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF NATURAL GAS FACILITIES."

BACKGROUND DESCRIPTION:

Fort Hill Natural Gas Authority (FHNGA) needs to install, monitor, and maintain natural gas distribution facilities for the Oconee Industry & Technology Park. Pursuant to the easement, FHNGA shall have the right to enter the subject easement area to measure, survey, grade, place, lay, install, and/or construct gas facilities, pipelines, mains, regulators, and meters for the transportation, holding, and regulation of natural gas over, through, across, above, and under the subject easement area.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Approval of this ordinance must take place before power service can be extended into the industrial park.

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 / **Ne**

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve Ordinance 2016-23 on first reading in title only.

Submitted or Prepared By:

Approved for Submittal to Council:

David A. Root, Esquire

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
OCONEE COUNTY
RESOLUTION R2016-08

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL
PROPERTY IN OCONEE COUNTY, SOUTH CAROLINA, BY OCONEE
COUNTY**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council, approves the purchase of property for the expansion of the Oconee County Library, Walhalla Branch, parking area (the "Project"); and

WHEREAS, funding for the Project, including the purchase of real property for the Project, has been allocated in the 2016-2017 Budget; and

WHEREAS, an opportunity has arisen to purchase for the Project TMS # 500-14-18-001 consisting of ±1.18 acres located on Westview Drive, Walhalla, as more fully described and shown on the attached as Exhibit A and incorporated herein by this reference (the "Real Property"); and

WHEREAS, the Oconee County Administrator, with the knowledge and authorization of Oconee County Council, has negotiated a purchase price for the Real Property with the owner thereof (the "Purchase Price"); and

WHEREAS, for the foregoing reasons, Oconee County Council desires to purchase the real property for the benefit of the Project, the citizens of the County, and other uses of the County:

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

1. The Oconee County Administrator is hereby authorized to complete the purchase of the Real Property, in fee simple, absolute, with good and marketable title from its lawful owner, believed to be Carol Carter Silsby, for the agreed upon Purchase Price of an amount not to exceed \$20,000.00, plus the usual ordinary and reasonable closing costs customary to such a transaction and to undertake such other lawful actions, consistent herewith, as may be necessary and appropriate to obtain good and marketable title to the Real Property for the County.

2. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

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

4. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 16th day of August, 2017.

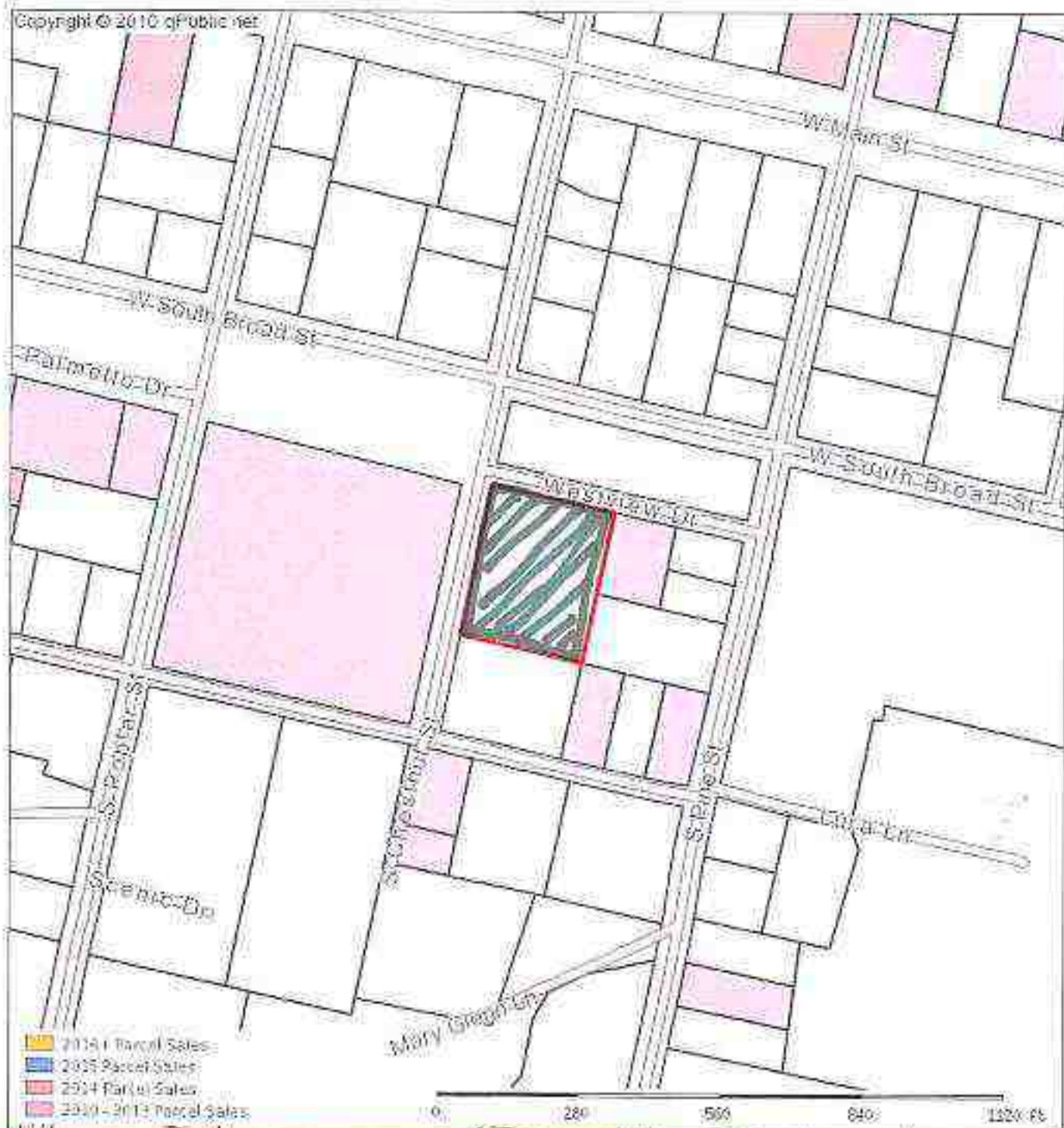
OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul A. Cain, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

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- 2014 Parcel Sales
- 2015 Parcel Sales
- 2014 Parcel Sales
- 2010-2013 Parcel Sales

0 280 560 840 1120 FT

Greene County Assessor

Parcel: 500-14-18-001 Acres: 1.18

Name:	SILSBY CAROL CARTER	Land Value:	13220
Site:	WESTVIEW DR	Improvement Value:	0
Sale:	\$0 on 2008-05-28 Reason=210022 Qual=U	Accessory Value:	0
Mail:	200 ATHERTON WAY GREER, SC 29650	Total Value:	13220



Greene County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll.
 Date printed: 07/12/16 13:03:26



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (IX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edca Carmick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter			
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016	2015-2018	2013-2016	
							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]	Dan Schmiedt [2]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]	
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES		OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Meredith LaCour [1]	Mariam Nooral [1]	Barbara Waters [2]	H. Richardson [2]	Shawn Johnson [1]	Jean Dobson [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gaster [1]	Marty McKee [2]	John Menzies [1]	Berry Nichols [2]	Charles Morgan [1]	
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Mat Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tolison [2]			
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Robert Davis [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Bill Smith [1]	
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle	Al Shadwick	Katia Smith	Bob Hill	Robert Moore	Hal Welch	
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Daniel Day [2], L. Martin [2], B. Hetherington [1], H McPheeters [1], A Champion [1], K Holleman [1]				William Caster [2], Maria Jacobson [1], Marie McMahan [1]			
Planning Commission	8-29-310 / 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C.W. Richards	David Owensby	OPEN	Ryan Honea	Gwen McPhail	Mike Johnson	
Anderson-Ocoee 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] City contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee	2-381	CC, PC, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence; Planning Commission GMcPhail [1]					Lisa Bisuel [1-8/16]	Frankie Pearson [2]	
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually							
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually							
Ten At The Top [TATT]				NO	NO	January	Council Representative Appointed Annually							
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee [yearly]; 2-yr terms Citizen Rep: Bob Winchester, Minority Rep: Bonnie Cunningham							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[1] - 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 italicized TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE Resignment Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	DESTINATION OCONEE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Evans, Kevin	1						X			November 2015
Greene, Darlene	1				X	X	X		X	October 2015
Houston, Joanne	1				X	X	X		X	November 2015
Lyle, David	1	Yes					X			November 2015
Bewel, Debbie	1					AG			AG	July 2016
Washburn, Catherine	1					X				December 2015
Hollifield, Douglas	2					AG			AG	July 2016
Lee, Gary	2								AG	July 2016
Wise, Roberto	2						X			November 2015
Marshall, Michele	3					AG			AG	August 2016
VanArk, Shanra	3						X			August 2015
Bulls, William	4					AG			AG	July 2016
Dean, Barbara	4						X			November 2015
Gambrell, Michael	4					AG			AG	August 2016
Gorman, Janet	4							X		June 2016
Land, Ed	4					AG			AG	August 2016
Morrison, Chanda	4	Yes					X			November 2015
Nicholson, Brad	4						X			December 2015
Pearson, Frankie	4					X		X		August 2016
Murphy, Christine	6					AG			AG	August 2016
White, Charles	5					AG				July 2016
Willoughby, Vickie	5					AG				July 2016
Raney, Donald	5	Yes				X	X		X	December 2015

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Areas of Interest (Please check one or more categories <u>and/or</u> specific board or commission)	Board / Commissions Applicable to Interests
AERONAUTICS	Aeronautics Commission
PUBLIC SAFETY, HEALTH & WELFARE	Anderson Oconee Behavioral Health Services Commission
REGULATORY	Building Codes Appeal Board Board of Zoning Appeals
PLANNING	** Agricultural Advisory Board (email Clerk for membership requirements) Board of Zoning Appeals Capital Projects Advisory Committee Conservation Bank Board Planning Commission Scenic Highway Committee
EDUCATION	Arts & Historical Commission Library Board
TOURISM & RECREATION	** Agricultural Advisory Board (email Clerk for membership requirements) Arts & Historical Commission Destination Oconee Action Plan Committee Parks, Recreation & Tourism Commission Scenic Highway Committee

** specific criteria have been established for this board - email bruce@oconee.com to request a copy of the ordinance.



NOTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
August 9, 2016

Auction of 102 Lara Lane

Mr. Moulder addressed the Committee utilizing a handout [copy filed with these minutes] showing the location of the property in an aerial photograph and Assessor's Office parcel view. He noted that the County nor the Sheriff's Office have any further need for the property after using the house as the construction office during the new Detention Center construction. Discussion followed.

MOTION FOR COUNCIL TO AFFIRM COMMITTEE'S RECOMMENDATION TO authorize the County Administrator to proceed with auctioning 102 Lara Lane.

Potential Uses for Oakway Intermediate School

Mr. Moulder addressed the Committee utilizing a handout [copy filed with these minutes] showing the location of the property and the layout of the building. He noted that the County has not identified at present any specific use for the building and that he was seeking direction regarding accepting the building from the School District of Oconee [SDOC].

Several Council members noted interest from various civic groups.

- Sr. Solutions
- Clemson Extension
- Westminster & Fair Play Recreation Departments
- Adult Education

Mr. Dexter questioned if any groups had provided written confirmation regarding their proposed use, financial contribution and intention to partner with the County. Mr. Moulder noted that the Extension office had written a letter requesting space but did not identify any funding contribution. The Committee concurred that written commitments would assist in identifying if the County wishes to accept the building from the SDOC.

Ms. Cannick asked Mr. Moulder if he had contact from the Westminster and Fair Play Recreation Departments. He stated he had not had contact but offered to reach out to both departments and report back.

Library Maintenance / Upgrades Update: *Mr. Philip Cheney, Library Director*

Mr. Cheney addressed the Committee utilizing two handouts [copies filed with these minutes] showing ongoing work and upgrades to the Oconee County Libraries. He also noted that on the blog on the Library webpage that more detailed descriptions and photographs are posted.

Update re: Bountyland Fire Substation

Mr. Moulder addressed the Committee noting that after due diligence and review by engineering that the original location adjacent to the Hamilton Career Center on Keowee School Road was not appropriate for this substation. He noted that property on South Cove Road adjacent to the SDOC property is being looked at for a long term lease. Additionally, he stated that the County is doing due diligence regarding the property at present, noting he will report back at a future meeting regarding progress.



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

Council Chambers, Oconee Administrative Offices, Walthalla, SC

August 9, 2016

FY 2017-2018 Budget Capital Needs Discussion

Mr. Moulder noted that capital project needs have been discussed over the years; however, he is in the process of developing a Capital Project Program document yearly that will identify projects planned and funding sources. He stated that this document would be reviewed and amended often.

Discussion followed with various opinions offered regarding the various capital projects to include but not limited to:

- **Recycling Program Expansion in Phases**
 - Work with Municipalities to increase recycling
 - Identification of profitable recycling streams
 - Existing & Anticipated Tipping Fees
- **Dedicated Millage for Capital Project** *[in addition to Economic Development]*
- **Potential Dedicated PILOT Percentage dedicated to Capital Projects**
- **County Wide Hospitality Tax to address Tourism Needs**
[Noted that the Legislature will be looking at a state wide 2% hospitality tax in coming session.]
- **Sewer Expansion to I85 from the Golden Corner Commerce Park [GCCP]**
- **Capital Project Sales Tax Referendum**
[FYI: with +/- 30% being paid by non-residents]
- **New Oconee County Public Library [OCPL] / Seneca Branch**
 - Smaller Scale Facility with Greater Technology Options
 - Cooperation with City of Seneca re: location / funding, etc
 - New Market Tax Credit Utilization *[FYI: 28% of costs provided in a loan that is forgiven at end of project]*

Discussions regarding these projects centered on scope and funding source options to include grants, loans, bonds, etc.

Mr. Moulder noted that he will begin to present to Council for their review a multi-year budget to help facilitate not only coming year needs but to also identify longer term project costs and funding sources.

2016 Strategic Planning Retreat Follow Up

Mr. Moulder reviewed with the Committee the 2016 short term and long term strategic plan goals. Highlights as follow:

Sheriff Salary Structure	<ul style="list-style-type: none"> • Included in 2017 Budget
Sewer South Phase 2	<ul style="list-style-type: none"> • Working with McNair on PILOT funding proposal • Need to put PILOT plan on paper for Council
Land Development Corridor Plan	<ul style="list-style-type: none"> • Need to find money in FY 2017 to pay Aita • Especially needed for HWY 123 corridor

<u>TCTC – Oconee Campus</u>	<ul style="list-style-type: none"> • Predesign under development by Mcmillan Pazdan Smith • Need to create Funding Plan • Grant applications being submitted to LAR and RIA for road improvements, and utility improvements. • Bid documents will be developed in conjunction with Bond process.
<u>Recycling Rate Improvement</u>	<ul style="list-style-type: none"> • Developing County Zero Waste Policy Proposal • Mountain Lakes Neighborhood Association conducting survey with members • Tire Removal Grant program implemented with DHEC • School Recycling Program – Staff met with School District and Principals week of 4/18/16 • Administration Recycling Bins on Order • “Why Recycle?” Campaign underway. Banners on Order • Advertised Tire Drop Off free and DHEC grants for cleanups
<u>Boating Safety – Lake Enforcement</u>	<ul style="list-style-type: none"> • 2 Additional Lake Officers hired & in FY 2017 Budget • Safety Sign for Ramps • Boat Purchase 7/19/2016 for Grant Purchase • Additional Safety Signs Installed.
<u>Boating Safety Signs</u>	<ul style="list-style-type: none"> • PRT Director worked up a draft and submitted to DNR - approved • Duke approved signs. • First set installed at South Cove, High Falls, and Stamp Creek
<u>Fall Creek Landing – Safety</u>	<ul style="list-style-type: none"> • PRT to request 4 things: 1. Sign at crossing point. 2. \$9,000 (900/weekend 2 officers 10 weeks) 3. Ordinance signs installed 4. Boulders on road edge to prevent overcrowding of parking which hurts Emergency access. • All requests were approved by Duke Energy • All County and Duke signs installed. Sheriff’s Department shift working this summer. No boulders installed yet. • All safety measures complete. Huge improvement so far.
<u>Fire Boats</u>	<ul style="list-style-type: none"> • Boats ordered, waiting delivery
<u>Library Maintenance/Upgrades</u>	<ul style="list-style-type: none"> • Council awarded \$150,000 Bond in FY 2016 • Improvements being made in accordance with list • \$350,000 in 2016 Bond Series
<u>Fire Substations</u>	<ul style="list-style-type: none"> • Cheohee Valley/Corinth Shiloh complete • Village Creek funding in FY 2017 Budget
<u>Bountyland Substation</u>	<ul style="list-style-type: none"> • Back to Design – Cost estimated too high • Scaling back design • Possibly J Davis to build shell and staff finish • Funds approved in FY 2016 Bond • Bountyland Substation still in design, Funding in Bond Money • Joint meeting held 4/28 with J Davis and staff • J Davis to submit proposal for Station, then need to bid • Decided to move Bountyland to SDOC property next to maintenance shop. • Chief King ordered survey • Attorney drafting land lease
<u>Whetstone Substation</u>	<ul style="list-style-type: none"> • Construction started - Steel and Metal under install • Station operating under Temporary CO while well permit awaiting approval. Septic will go in after well is approved.
<u>CAT BUS Expansion</u>	<ul style="list-style-type: none"> • City of Seneca submitting application for 2 Grants • SCDOT Grant application due January 2017 • Submitted LO/NO Grant for 3 buses Received Denial 7/25/16 • Finance requested to Reserve \$300,000 in FY 16 Audit on Balance Sheet • Next application will be submitted to SCDOT

**Oconee County
Administration**

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

Phone: 864 638-4245
Fax: 864 638-4244

E-mail:
smoulder@oconeesc.com

COLASCO

Edie Cornick
District I

Wayne McCall
District II

Paul Cain
District III
Chairman

Joel Trivitt
District IV

Reginald T. Dexter
District V



August 26, 2016

Mr. Bob Daffin
Sanctuary Pointe, LLC
273 Applewood Center Place
Suite 156
Seneca, SC 29678

Dear Mr. Daffin:

On behalf of Oconee County Council, I would like to congratulate Sanctuary Pointe, LLC, and all of your team members on the progress you have made over the past year toward the design and development of the Sanctuary Pointe Resort project in Oconee County. We recognize that when completed, Sanctuary Pointe will be an extraordinary asset not only for Oconee County, but for all of the Upstate of South Carolina. In addition, we believe that, once developed, Sanctuary Pointe and its Outdoor Life Center will be a key factor in the county's efforts to enhance tourism throughout our County.

Oconee County Council remains in full support of Sanctuary Pointe, and we will continue to do everything in our power to support your efforts to make Sanctuary Pointe a reality.

Should you need anything further, please do not hesitate to contact me at (864) 638-4245.

Sincerely I am,

T. Scott Moulder
Oconee County Administrator

TRANSPORTATION

AUTOS FOR SALE



2014 TOYOTA
TACOMA PreRunner
Like New, Backup Camera,
Bluetooth, 27,607 miles
\$27,420 - C4250A
Scenic Chevrolet
3949 Blue Ridge Blvd., Walhalla
864-336-9550



2015 CHEVROLET
COLORADO 271
4WD, Heated Seats, Bedliner,
13,327 Miles \$33,990 #U4153
Scenic Chevrolet
3949 Blue Ridge Blvd., Walhalla
864-336-9556



2015 JEEP WRANGLER
Unlimited Sahara - 4WD, Leather,
8 Speed Manual, 9,200 Miles
U4834A - \$35,900
Scenic Chevrolet
3949 Blue Ridge Blvd., Walhalla
864-336-9556



68 BUICK ROADMASTER
155K miles \$9,500
Pete's Auto
402 Oak Street - Seneca
882-1467



99 BUICK PARK Avenue
107K miles \$8,300
Pete's Auto
402 Oak St - Seneca
882-1467

Classifieds

LEGAL NOTICES

LEGALS

AUCTION Friday, July 22 at 10am
Uptate Properties Self Storage
430 E. Main Street, Salem, SC
864-719-4637

Items for auction unless noted in
full with clear funds prior to sale:
221 Skincare - Rollit
Oven, Greaserc, Chair
Culys, Dess, Printer
Radio, Bed Frame
Wool Tea Set
Cups, Turkey Cooker
Dish-Mic
612 Fractal
Dish Range, Dement Fans
Window A/C, Ceiling
Sofacase, Base Unknown
Furniture Misc. Household Misc.
etc.

Uptate Properties SC LLC
PO Box 183 Salem, SC 29676
Office 864-719-4637
uptateproperties.com

NEIGHBORHOOD
STORAGE LLP

Public Auction Notice
The following storage units contain-
ing personal and household items:
Unit 13 Ly Robinson
Unit 69 Melissa Lomas
Unit 104 Kala Duct

The entire contents of these units will
be sold to the highest bidder on
Saturday, August 6, 2016 at 10:00am
at Neighborhood Storage, 2005
Cynth Drive, Seneca, SC 29672
unless sold in full.

REQUEST FOR QUALIFICATIONS-
Oconee County will accept proposals
for RFP 16-03, Professional Services,
Airport Engineer and Consultant,
until Thursday, August 18,
2016 at 2:00pm EST. All questions
concerning this RFP must be
submitted in writing and directed to
Procurement Office by email, Alvin
Robert Colquhoun, rcolquhoun@occonee-
sc.com. The deadline to submit
questions is Wednesday, August 3,
2016, at 4:00pm EST. Bids/Proposals
may be obtained from Oconee
County Procurement Office, 415 S.
Pine Street, Room 100, Walhalla,
SC, 29691, telephone 864-638-4141
or at the County's website, <http://www.occonee.com/Departments/K2/F>
procurement.aspx. Oconee County
reserves the right to reject any or all
proposals, to waive any deficiencies
and informalities, and to accept the
proposals deemed to be in the best
interest of the County.

The Oconee County Council
will hold a Public Hearing for
Ordinance 2016-01 "AN ORDINANCE
TO APPROVE THE AWARD
OF RFP 16-03 TO ONETONE
TELECOM, INC. AND AUTHORIZ-
ING THE EXECUTION AND DELIV-
ERY OF A NETWORK MASTER
AGREEMENT BETWEEN OCONEE
COUNTY AND ONETONE TEL-
COM, INC. AND OTHER MATTERS
RELATED THERETO" on Tuesday,
August 16, 2016 at 6:00 p.m. in
Council Chambers, Oconee County
Administrative Offices, 415 S. Pine
Street, Walhalla, SC.

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COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

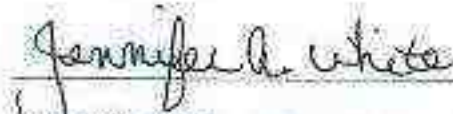
IN RE: ORDINANCE 2016-21

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 07/21/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
07/21/2016.



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024



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Email:
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The Oconee County Council will hold a Public Hearing for Ordinance 2016-21 "AN ORDINANCE TO APPROVE THE AWARD OF RFP #15-14 TO ONETONE TELECOM, INC. AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NETWORK MASTER AGREEMENT BETWEEN OCONEE COUNTY AND ONETONE TELECOM, INC.; AND OTHER MATTERS RELATED THERETO" on Tuesday, August 16, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Edna Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



Beth Hulse

From: Beth Hulse
Sent: Wednesday, July 20, 2016 12:29 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-21 8-16-16
Attachments: 072016 - PH 2016-21 - 8-16-16.docx

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Wednesday, July 20, 2016 12:29 PM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearing: Ordinance 2016-21: August 16, 2016

The Oconee County Council will hold an additional Public Hearing for Ordinance 2016-21 "AN ORDINANCE TO APPROVE THE AWARD OF RFP #15-14 TO ONETONE TELECOM, INC. AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NETWORK MASTER AGREEMENT BETWEEN OCONEE COUNTY AND ONETONE TELECOM, INC; AND OTHER MATTERS RELATED THERETO" on Tuesday, August 16, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC
Clerk to Council
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