



**ADMINISTRATOR'S REPORT**  
**Kevin Bronson**  
Office of the City Administrator  
Westminster, South Carolina

November 21, 2025

### **GENERAL INFORMATION**

#### **New City Council Members Swearing-in Ceremony**

The Swearing-in ceremony for the four recently elected City Council Members is scheduled for Monday, January 5, 2025 at 4:00 pm at the Depot. Charles Morgan, Jamie Jones and Jimmy Powell elected to four-year terms January 2026-December 31, 2029; and Dale Glymph to fill an unexpired term to end December 31, 2027.

The ceremony is open to the public; all are invited to attend.

#### **Christmas Decorating Schedule**

City Christmas Decorations will begin to be put up on Friday, November 21, and are scheduled to be complete before Thanksgiving.

#### **City of Westminster Awarded \$594,000 in Grant Funding from SC RIA for Unity Church Tank Project**

The City of Westminster has been awarded a \$594,000 grant from the South Carolina Rural Infrastructure Authority to construct a new 120,000-gallon Unity Water Storage Tank, significantly improving water reliability and system resiliency for more than 900 residents in the Long Creek service area. This major upgrade—made possible through strong support from the Oconee County legislative delegation, including Representatives Bill Whitmire and Adam Duncan, and especially Senator Thomas Alexander—will enhance pressure stability, reduce boil water advisories, and strengthen long-term service capacity without raising customer rates.

The grant funds will be combined with a local match of \$278,601 for a project total of \$872,601. The local match will be paid for from the 2025 Combined Utility System Bond.

#### **Code Red Cut-Off Day Communication- Potential Issues**

The City of Westminster utilizes the software company Code Red to issue call notifications to Utility customers on the cut-off list that they need to pay their utility bills or be cutoff, usually 2 business days before cut-offs. City staff was notified that the web platform was subject to cyber-attack attempt and has been disabled until the company can securely be brought back online. There were no known data breaches that included data leakage from the City of Westminster or customers.

As of Friday, the platform is not active yet, and it is unknown if it will be available at the time that staff must send out the cut-off notifications on Monday, November 24. City Staff is planning to do cut-offs for non-payments on Wednesday, November 26.

## **Fundraising efforts underway for WP Anderson Park Playground Equipment and the William Bartram Statue**

This week charitable donation accounts were set up with the Community Foundation of Greater Clemson for both projects. Donations made through these accounts are fully tax deductible. The Foundation will provide letters of acknowledgement directly to those making contributions. Attached are two slide decks for the projects, both contain QR Codes that link directly to the donation accounts.

## **Westminster Christmas Parade Sign-ups**

Signups for the Westminster Christmas Parade are now live. The parade will be held at 6:00pm on Friday, December 5. Due to anticipated construction on Main Street, the parade will continue down Windsor Street instead of Main Street, and the Tree Lighting will be held on the green at Westminster Baptist Church. Members of the public and organizations that wish to sign up can do so at:

<https://docs.google.com/forms/d/e/1FAIpQLSdg0cQkUmKzKsXwtkwKVdrxcPS2H7mq-9QyzxZQRxR3GRHqzA/viewform?usp=sharing&ouid=105103276077200436805>

## **Arbor Day Celebration – December 5, 2025, at noon**

Westminster will take a meaningful step toward honoring its agricultural roots on December 5, 2025, thanks to the generosity of the Westminster Lazy Daisey Garden Club. The club has donated funds for the purchase of 21 apple trees, which will be planted at noon on the grounds of Pool Field, located behind Westminster Senior Outreach and Dot's Kitchen.

For generations, apple-growing has been a defining part of life in our region - a crop that shaped families, livelihoods, and the rhythm of the seasons. This new planting is both a tribute to that history and an investment in the enjoyment of future residents. As these young trees grow, they will offer shade, beauty, and fruit to the community for many years to come.

Residents are invited to join in this uplifting event as we put down roots—literally and figuratively—that celebrate where we've come from and where we're growing together.

## **Oconee Economic Alliance**

The Oconee Economic Alliance (OEA) has named Jacob Queen as its new Project Manager, where he will lead and support a wide range of strategic economic development initiatives. In this role, Queen will manage project tracking, engage with existing industry partners, respond to request for information (RFI) from prospective new industries, support real estate product development, oversee data and reporting, assist with strategic planning, coordinate events, and enhance the organization's social media presence. Please see attached for more information about Jacob.

## **Downtown Streetscape Update**

The Westminster Downtown Streetscape was awarded by City Council at its October 14, 2025 meeting to Foothills Contracting (pending granting agency approval) for \$2,158,005.00. The project is currently under granting agency review, which could be approved at any time. Once approved, staff will begin working with Foothills to amend the construction schedule to include this delay. Construction will begin as soon as possible.

Staff met with the contractor this week to begin coordination as the City anticipates grant approval.

## **This Week in Rec: An Update from Recreation Director Herb Poole**

- Westminster Volleyball All-star teams represented the community well this past weekend in the South Carolina Athletic Programs Western District Tournaments. Our 10u team finished 3<sup>rd</sup> in the District. 12U & 14U teams won the District Championships and have advanced to the State Tournament.
- The Westminster Recreation Department will have 2 teams participate in the South Carolina Athletic Programs Volleyball State Tournament. The 12U team will play in Lancaster and the 14U team will play in Pickens. Both teams will participate in the double elimination tournaments beginning at 9 am this coming Saturday morning.
- Some basketball age groups have been divided up for team assignments this week with the remainder to be divided up in the coming days. Basketball practice will be in full swing by the middle of next week.
- We need several more basketball sponsors. Interested sponsors should contact the Westminster Recreation Department at 864-647-3208.
- Several families are receiving help with their registration fees through a resource known as Every Kid Sports. This program provides qualifying families with financial support to pay for youth sports registrations.
- With the cold weather approaching, we invite our community to walk inside at the M D Cleveland Civic Center. We allow walking Mondays – Thursdays from 9 am-10 am.
- We will feed around 50 kids this coming Wednesday & Friday. Lunch will be provided from 11:30 am – 12:30 pm. This is made possible because of donations from local businesses, local organizations, and local community members.

### **Horton Outdoor Recreational Area**

This week, the project site saw significant activity as Mammoth Construction continued to address punch list items and install several final components of the fields. The temporary fencing and the bat/hat racks were delivered on site. The perimeter fencing is ready to be installed by city staff once the towns Christmas decorations are up.

We continue to await issuance of the overdue encroachment permit from SCDOT. Once the permit is received, AMW Construction will promptly apply to Oconee County for the building permit required to begin construction of the concession stand. Following approval, a detailed construction timeline will be released.

### **SCIIP Sewer Improvements Phase I**

Tugaloo/McClam have completed the sewer main at Pumphouse to Mimosa. They are finishing the grading and cleaning up to complete the construction easement portion of the project. A few minor things remain to complete this line before moving forward.

### **SCIIP Sewer Improvements Phase II**

LW Inc has completed Section A (behind Yousef's and the former Burger King Site) and has received approval for Demolition of old manholes on Section A. They have moved to Line "C" and continue to install sewer line and have begun some inspections on completed sections.

### **Lucky Street, James Street, and Highland Avenue Water Improvements**

Preliminary plans have been completed and approved, and Civil Engineer Troy Rosier is preparing documents to bid.

### **Fire Department Activity Report**

The Westminster Fire Department's activity report for the month of October is attached.

### **Westminster Senior Outreach**

If you or someone you know is looking for a warm, friendly space designed specifically for seniors, Westminster Senior Outreach is available to welcome you. Located at 211A Lucky Street in Westminster, SC, the center offers a variety of free activities, social opportunities, and special events created to encourage connection, wellness, and joy. Good company and good times are always close at hand. To learn more about programs, schedules, and upcoming events, please visit its website.:  
<https://wscwestminstersc.wixsite.com/wsoc>

### **Westminster Planning Commission**

Nothing to report.

### **OJRSA**

The ad hoc Reconstitution Committee continues to make steady progress in evaluating the potential consolidation of the three municipal sewer collection systems with the OJRSA wastewater treatment facility into a single entity. The attached minutes from its November 13, 2025 meeting summarize the most recent discussions.

A key item of note is the Committee's consideration of engaging two consultants, one to conduct a comprehensive financial analysis and another to perform a technical evaluation of the respective systems. Preliminary estimates indicate that the combined consulting costs for each participating entity could be as high as \$300,000. As reflected at the end of Exhibit B, the minutes include a cost-sharing scenario based on a \$100,000 expense, outlining potential contributions for each entity. The Committee also discussed options for distributing these costs across two fiscal years.

Westminster did not include this expense in the FY2026 budget. Accordingly, this matter will be placed on the agenda for discussion at the Westminster City Council Meeting on January 13, 2026.

Also, on an unrelated note, the OJRSA provides the following as an update on the Target Development (aka Thornwell Development) related to the non-payment of ORSA Impact Fees.

*We—the developer and the OJRSA—have agreed on a plan to request that SCDES modify the construction permit to reflect the flow associated with the Target building and one outparcel (tenant to be determined by developer at a later date). SCDES is aware of this approach.*

*The developer will soon apply for capacity in the OJRSA system (conveyance and treatment collectively) and will pay the required impact and related fees. Once those fees are paid, we will provide a letter for them to submit to SCDES in support of the request to amend the state-issued construction permit.*

*Impact and other applicable fees for any future buildings on the site will be paid at the time building permit requests are submitted to Oconee County.*

The Operations & Planning Committee Meeting Minutes from November 20, 2025, are attached. The agenda for the November 25, 2025, Finance & Administration Committee is attached.

Past and future meetings are available on OJRSA’s YouTube channel:

<https://www.youtube.com/@OconeeJRSA>

**PMPA**

The PMPA Board met November 20, 2025 at 10:00 am at PMPA; the agenda is attached.

**PLEASE MARK YOUR CALENDARS**

November 25, 2025 at 9:00 am OJRSA Finance & Administration Committee at OJRSA

**November 27-28, 2025 City Offices closed to observe Thanksgiving**

December 1, 2025 at 2:00 pm OJRSA Board Meeting at OJRSA *(time changed from 4:00 pm)*

**December 9, 2025 at 6:00 pm City Council Meeting at the Westminster Fire Department**

December 11, 2025 at 9:00am OJRSA Ad Hoc Reconstitution Committee at OJRSA

December 15, 2025 at 6:00 pm Westminster Planning Commission Meeting at City Hall

December 18, 2025 at 8:30 am OJRSA Operations & Planning Committee at OJRSA

December 18, 2025 at 10:00 am PMPA Board Meeting at PMPA

December 23, 2025 at 9:30 am OJRSA Finance & Administration Committee at OJRSA

**December 24-26, 2025 City Offices closed to observe Christmas**

**City Council Meeting Schedule:**

January 14, 2025		6:00 PM	City Council Meeting
February 11, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
March 11, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
April 8, 2025	4:00 PM	6:00 PM	Budget Workshop/City Council Meeting
April 29, 2025	4:00 PM		Budget Workshop
May 13, 2025		6:00 PM	City Council Meeting
June 17, 2025		6:00 PM	City Council Meeting
July 8, 2025		6:00 PM	City Council Meeting
August 12, 2025		6:00 PM	City Council Meeting
September 9, 2025		6:00 PM	City Council Meeting
October 14, 2025		6:00 PM	City Council Meeting
November 18, 2025		6:00 PM	City Council Meeting
December 9, 2025		6:00 PM	City Council Meeting

**Special Events Calendar**

**Westminster Arbor Day Celebration** – 12:00pm on December 5, 2025 at Pool Field

Arbor Day will be celebrated at the Pool Field this year (behind the Westminster Senior Outreach). **The Lazy Daisy Garden Club** graciously purchased 21 apple trees for the event. These trees will be planted in an orchard style in the area across the parking lot from the baseball/softball field. The time of the celebration will be announced once all the details have been arranged.

**Westminster Christmas Parade and Tree Lighting**- 6:00pm on December 5, 2025 on Main Street and Westminster Baptist Church.

**Oconee County First Steps Christmas Party**- 5:00pm on December 11, 2025 at the Westminster Depot  
Join Oconee County First Steps for Free Books, Free Food, Free Santa Pictures, and more! Open to all families.

**Inaugural Westminster Police Foundation 5K Fun Run**- May 16, 2025  
More information to come!



PLEASE JOIN US FOR OCONEE COUNTY FIRST STEPS

# CHRISTMAS Party

FREE BOOKS | FREE FOOD | FREE SANTA PICTURES | AND MORE!

DECEMBER

THURSDAY



5:00 PM

WESTMINSTER TRAIN DEPOT, 135 E MAIN ST WESTMINSTER



WESTMINSTER POLICE FOUNDATION  
PRESENTS

BACK THE BLUE



# 5K FUN RUN



SCAN TO SIGN UP  
TODAY!



**MAY 16, 2026**

**WESTMINSTER, SC**

**\$25, EARLY BIRD PRICE!**



*Together We Grow*

**City of Westminster Awarded \$594,000 in Grant Funding from the South Carolina Rural Infrastructure Authority for Critical Water System Upgrades**

**For Immediate Release  
November 21, 2025**

**Westminster, SC** — The City of Westminster is thrilled to announce that it has been awarded a \$594,000 Basic Infrastructure Grant from the South Carolina Rural Infrastructure Authority (RIA) to construct a new 120,000-gallon Unity Water Storage Tank. This transformative investment will significantly strengthen water reliability, resiliency, and storage capacity for families and Customers in the Long Creek service area. The grant funds will be combined with a local match of \$278,601 for a project total of \$872,601.

The new tank—three times larger than the existing 40,000-gallon structure—will be built on the same site as the current facility, enabling both tanks to operate together to support growing demand north of and including Coffee Road along Long Creek Highway. Once complete, the project will directly serve 384 customer residences, representing an estimated 922 community members.

This major expansion will stabilize system pressure, improve service reliability, and provide critical reserve storage during outages or emergencies. The Long Creek service area has historically been more vulnerable due to limited stored capacity, resulting in more frequent pressure fluctuations and boil water advisories. With this upgrade, residents will benefit from a safer, more resilient, and dependable water system—without any increase to customer water rates, thanks to the secured grant funding.

“We are grateful for the support and investment from the South Carolina Rural Infrastructure Authority,” said Westminster Utilities Director Scott Parris. “This project will dramatically improve system stability and ensure reliable, high-quality water service for our customers in the Long Creek area.”

Over the past five years, Westminster has invested nearly \$12 million into modernizing its water system —almost entirely funded through state and federal funding, including previous awards from RIA. The City extends its sincere appreciation to the Oconee County legislative delegation, including Representatives Bill Whitmire and Adam Duncan, and especially Senator Thomas Alexander, the South Carolina Rural Infrastructure Authority Board of Directors, and Executive Director Bonnie Ammons, whose strong advocacy and leadership continue to make essential infrastructure improvements possible for our community.

To learn more about the South Carolina Rural Infrastructure Authority and its mission to strengthen communities across the state, visit [ria.sc.gov](http://ria.sc.gov).

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# The William Bartram Sculpture Project

## A Partnership for Art, History, and Place

In October 2025 the City of Westminster received a grant from the Undiscovered SC program of the South Carolina Department of Parks, Recreation & Tourism to commission and install a public sculpture honoring William Bartram—the pioneering 18th-century naturalist and explorer whose travels through the American Southeast documented the region’s extraordinary biodiversity and Indigenous cultures.

The planned sculpture will depict Bartram in conversation with a Cherokee guide, representing respect, curiosity, and cultural exchange. Surrounding the figures, sculpted natural elements—such as the magnolia grandiflora, white-tailed deer, and butterfly—will symbolize the flora and fauna Bartram described in his writings and continue to embody South Carolina’s natural beauty.

Located in Retreat Street Park, a central and scenic greenspace in downtown Westminster, the artwork will serve as both a destination and educational landmark—a gathering place that connects art, history, and environmental understanding. Interpretive signage and digital links will enhance the experience, providing access to Bartram’s original texts, Cherokee voices, and native plant information

For more information contact Kevin Bronson, Westminster City Administrator, at [Kbronson@westminstersc.org](mailto:Kbronson@westminstersc.org)



### Project Objectives

**Commemoration:** Honor William Bartram’s enduring influence on American science, conservation, and cultural awareness.

**Education:** Promote environmental learning, Cherokee cultural heritage, and South Carolina’s historical narrative.

**Tourism:** Establish a self-sustaining public art destination that draws regional and national visitors, strengthening Westminster’s downtown economy.

**Connectivity:** Amplify South Carolina’s presence within the national Bartram Trail network.

**Community Enrichment:** Foster civic pride through art, history, and shared storytelling.

### \$190,000 budget (grant covers 50%)

- artist design and development
- sculpture fabrication & materials
- site preparation & installation
- interpretive signage & educational panels
- outreach & launch event
- education programming & workshops
- marketing promotion
- contingency

Use the QR code to donate today to help this project become a reality! All donations are tax deductible.



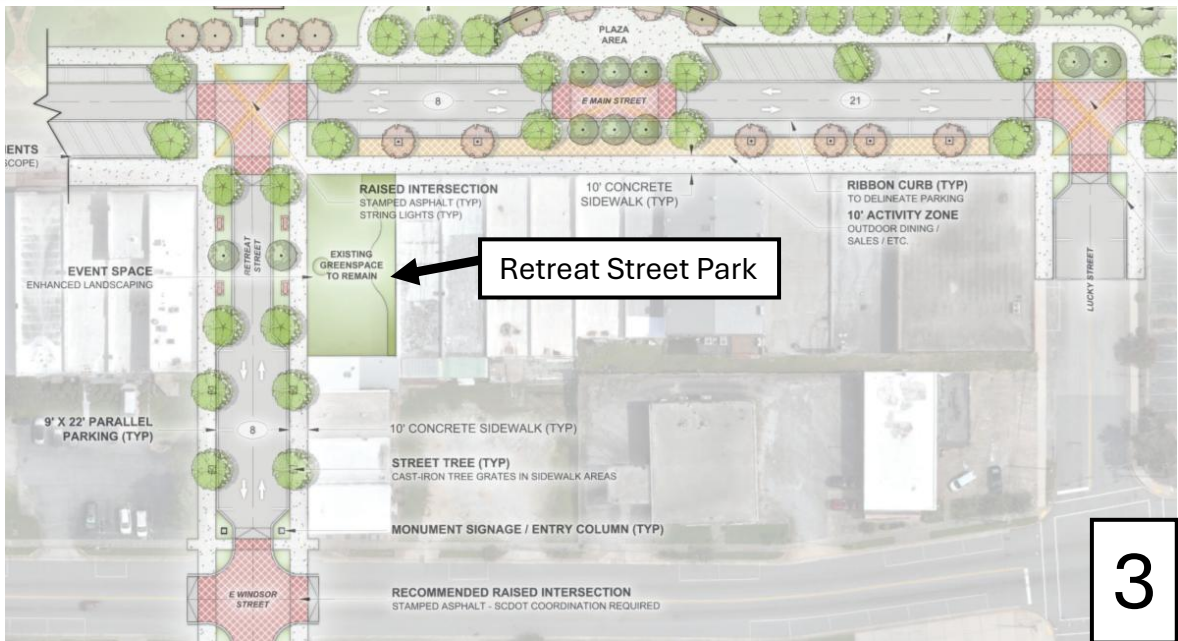
\*Pictures are for illustration only and may not reflect the final outcome.



1



2



3

- 1) view of Retreat Street Park, north looking south
- 2) view of park north looking south include existing mural
- 3) downtown streetscape design, new streetscape construction to start Dec 2025
- 4) blooming tree, metal work, existing within the park



4

## WP Anderson Park - \$350,000

Westminster lacks a fully accessible playground. The playground described in this attachment costs \$350,000.

Will you help us raise the funds to construct this playground at the WP Anderson Park?

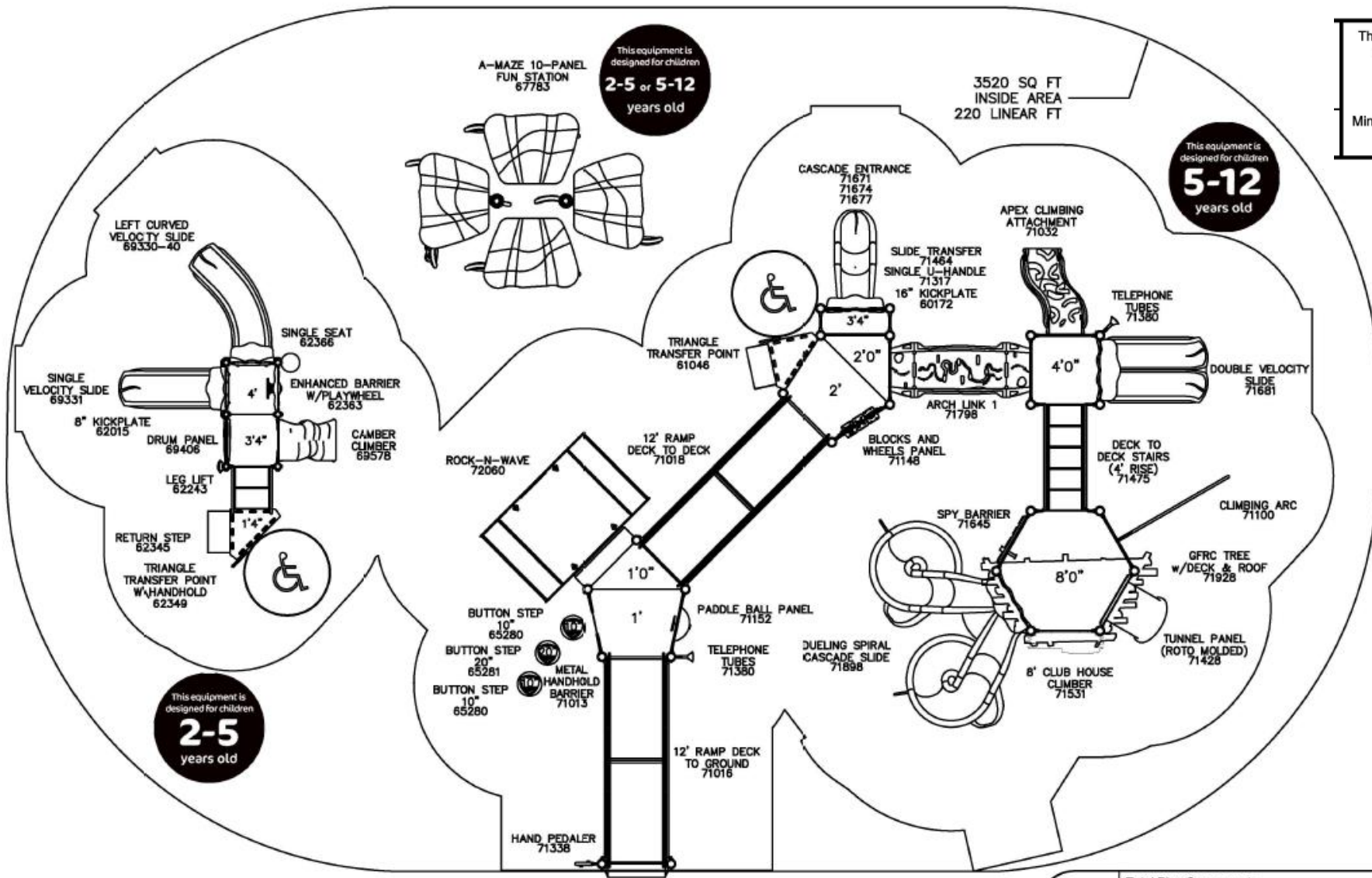
Use the QR code to make tax deductible contributions for the project through the Community Foundation of Greater Clemson.



*Westminster*  
**TOGETHER WE GROW**

79'-0"

50'-0"



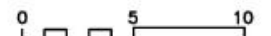
This play equipment is recommended for children ages: 2-5 and 5-12  
Minimum Area Required: 79'-0" x 50'-0"

Scale: 1/8" = 1'-0"  
This drawing can be scaled only when in an 11" x 17" format

User Capacity: 75-120  
Critical Fall Height: 8'-0"

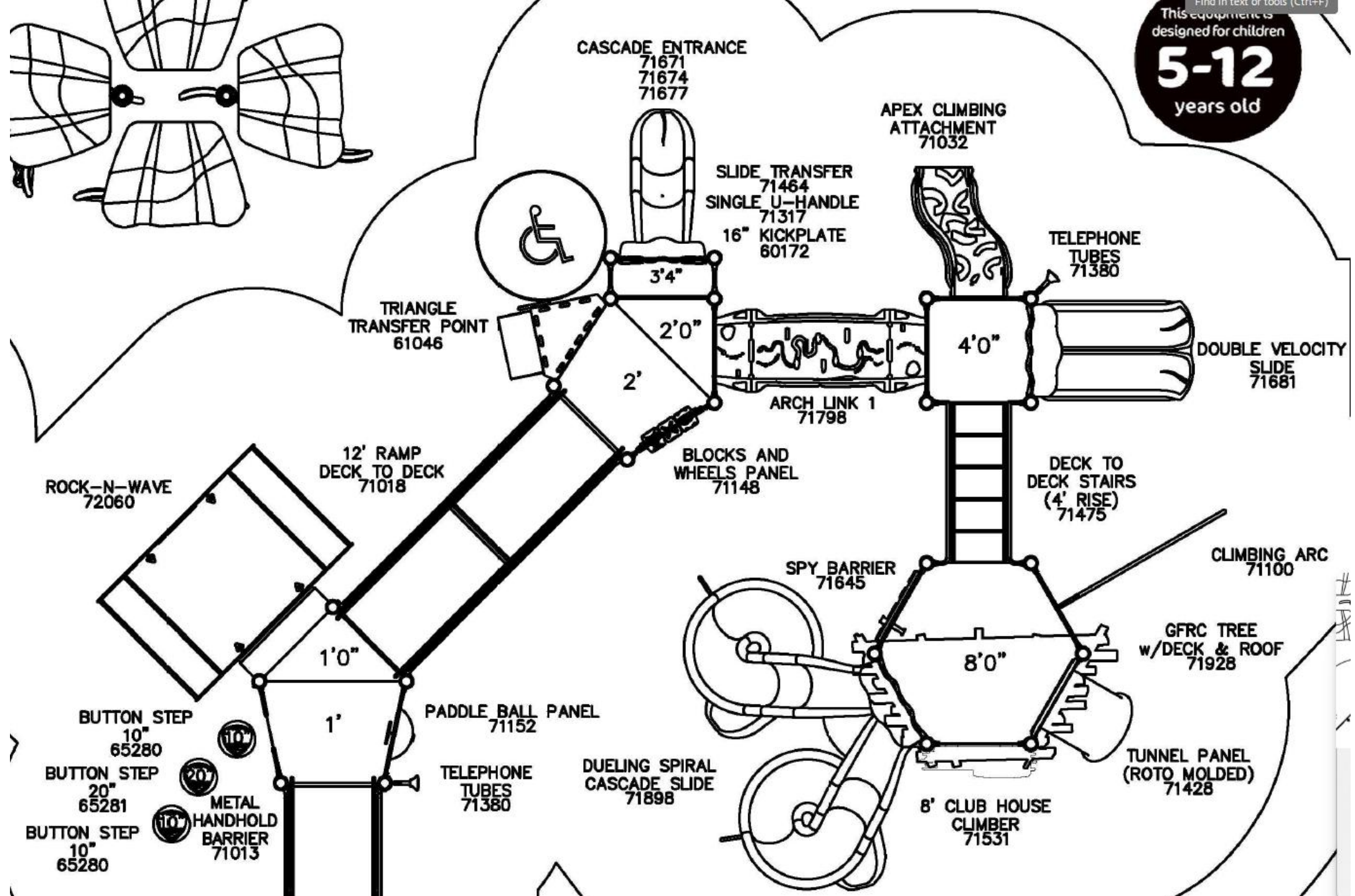
	Total Play Components	7			<u>User Capacity</u> 15-25 <u>Critical Fall Height</u> 4'-0"
	Elevated Play Components	5			
	Elevated Play Components Accessible by Ramp	0	Req.	0	
	Elevated Components Accessible by Transfer	5	Req.	3	
	Accessible Ground Level Components Shown	2	Req.	2	
	Different Types of Ground Level Components	2	Req.	2	

	Total Play Components	17			<u>User Capacity</u> 65-75 <u>Critical Fall Height</u> 8'-0"
	Elevated Play Components	13			
	Elevated Play Components Accessible by Ramp	5	Req.	0	
	Elevated Components Accessible by Transfer	13	Req.	7	
	Accessible Ground Level Components Shown	4	Req.	4	
	Different Types of Ground Level Components	3	Req.	3	



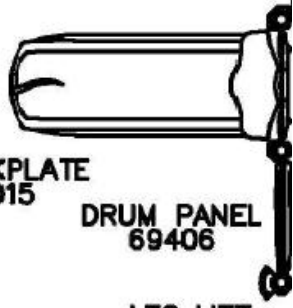
This equipment is designed for children

**5-12**  
years old



SINGLE SEAT  
62366

SINGLE  
VELOCITY SLIDE  
69331



8" KICKPLATE  
62015

DRUM PANEL  
69406

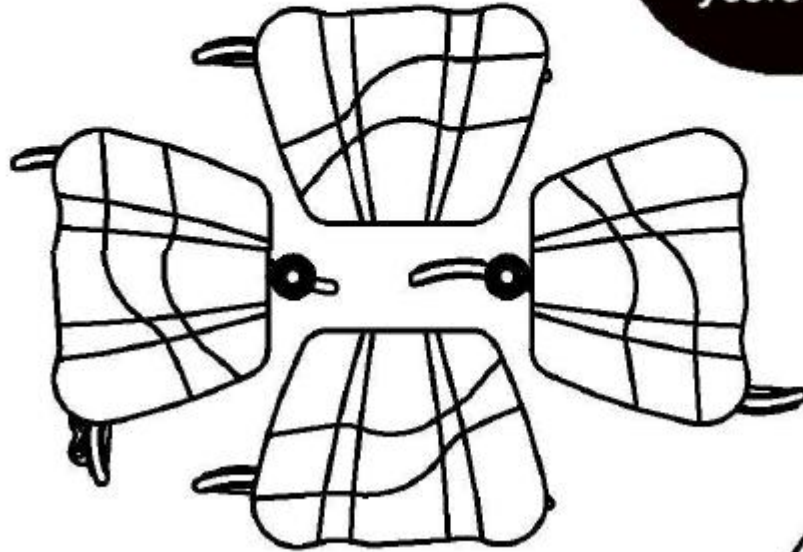
LEG LIFT  
62243

RETURN STEP  
62345

TRIANGLE  
TRANSFER POINT  
W/HANDHOLD  
62349



A-MAZE 10-PANEL  
FUN STATION  
67783



This equipment is  
designed for children

**2-5** or **5-12**  
years old

This equipment  
designed for ch

**2-5**  
years old



## WP Anderson City Park



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# WP Anderson City Park

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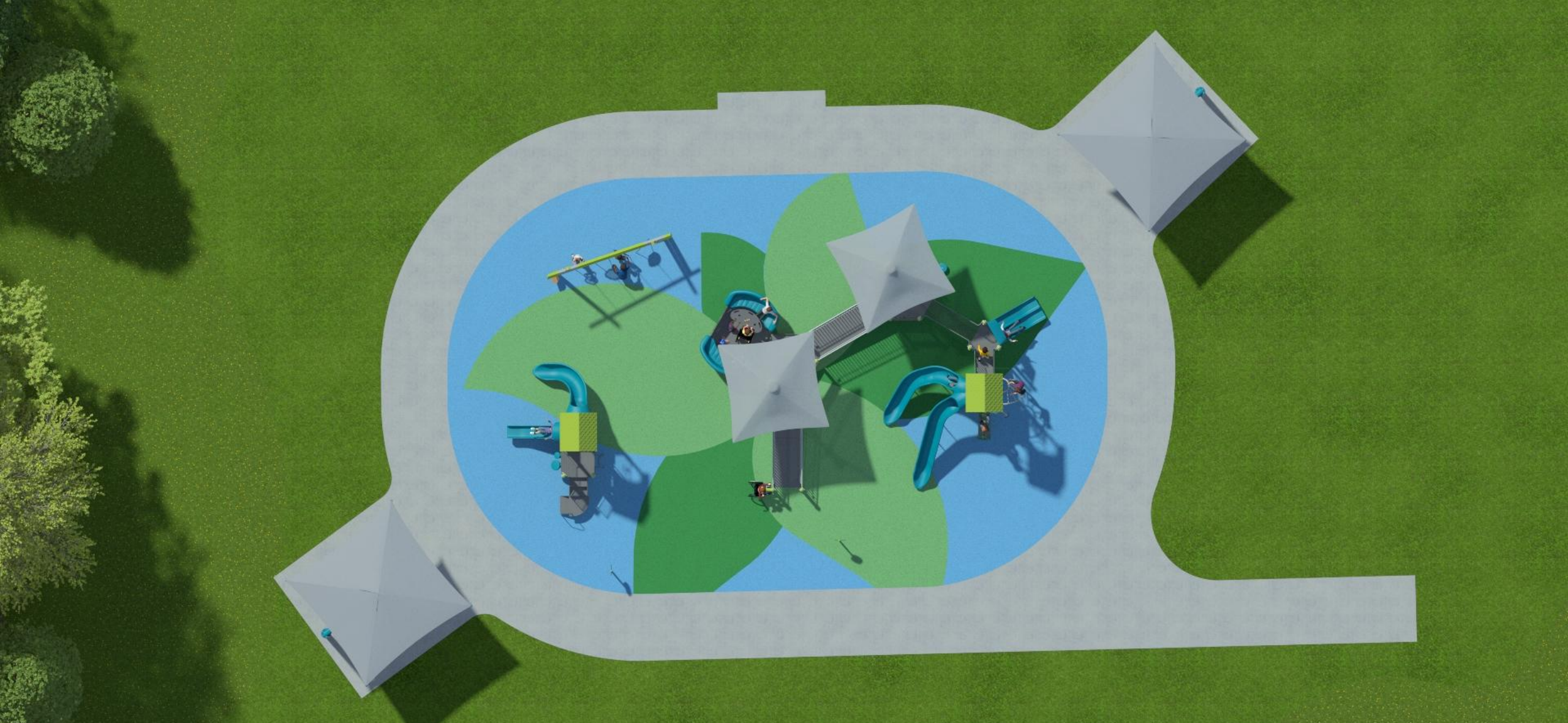


## WP Anderson City Park



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# WP Anderson City Park



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**For Immediate Release**  
**November 18, 2025**

## **Jacob Queen Named New OEA Project Manger**



### **Oconee Economic Alliance Announces Jacob Queen as New Project Manager**

The Oconee Economic Alliance (OEA) has named **Jacob Queen** as its new **Project Manager**, where he will lead and support a wide range of strategic economic development initiatives. In this role, Queen will manage project tracking, engage with existing industry partners, respond to request for information (RFI) from prospective new industries, support real estate product development, oversee data and reporting, assist with strategic planning, coordinate events, and enhance the organization’s social media presence.

Queen previously served as the OEA’s **Marketing and Operations Manager** in 2022. Since January 2023, he has been the **Director of Salesforce** for the nonprofit organization One More Child.

The OEA received more than sixty applications for the position. According to OEA President and CEO **Jamie Gilbert**, it was Queen’s economic development experience, strong business acumen, sound decision-making ability, work ethic, and positive attitude that set him apart from the other finalists.

“Jacob was a tremendous asset to the OEA during his previous time with the organization, and he is exceptionally well-prepared for this new role,” said Gilbert. “His ability to collaborate with industry partners, offer both innovative and practical solutions, and brings an enthusiastic, mission-focused approach that will be invaluable to our work. We are elevating the scope of the Project Manager position, and we needed someone we could trust to handle those responsibilities with professionalism and skill. Jacob checks all those boxes and more. We couldn’t be more excited to welcome him back to our team.”

From 2009 to 2020, Queen served in Anderson University's Admission Office, ultimately becoming the department's Director. He holds a **Bachelor of Science in Business (Human Resource Management)** and an **MBA** from Anderson University.

Queen will officially join the OEA team on **December 16, 2025**.

=====

FOR MORE INFORMATION

Please contact Jamie Gilbert at [jgilbert@oconeesc.com](mailto:jgilbert@oconeesc.com) or at 864-364-5556



# Westminster Fire Department

## Monthly Incident Report

For the Month of: Oct-25,

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Date	Time	Shift	Address	NFIRS #	Day Run 0800-2000	Night Run 2000-0800	Structure Fires 111	Other Fires 100	Explode Overpressure 200	EMS/ Rescue 300	Hazardous Material 400	Service Calls 500	Good Intent 600	False Alarms 700	Weather Alert 800	Mutual Aid 900	Run Time (Closest 5 min) HR:MIN	Cumulative Run Time (for month)	Jurisdiction			Property Dollars (Structure & Contents)		
																			City	County	Other District	Loss	Saved	
1	06:27	C	2333 Sandifer Blvd	1097		X					X						:20	:20		X				
1	15:08	A	115 Feno Dr	1098	X									X				:20	:40		X			
1	16:35	A	100 Sunshine Cir	1099	X						X							:20	1:00		X			
2	06:37	A	303 Lucky St	1100		X					X							:40	1:40		X			
2	10:24	B	323 Gaston Cir	1101	X						X							:30	2:10		X			
2	11:36	B	412 Old Seneca Rd	1102	X						X							:45	2:55			X		
2	13:01	B	102 N Hampton St	1103	X						X							:20	3:15		X			
2	21:26	B	511 Old Seneca Rd	1104		X					X							1:05	4:20		X			
3	19:54	C	Long Creek Hwy	1105	X						X							:20	4:40		X			
4	07:36	C	105 Wood ST	1106		X					X							:40	5:20		X			
5	09:05	B	610 Westminster Hwy	1107	X						X							:30	5:50		X			
5	14:58	B	221 Dickson St	1108	X						X							:25	6:15		X			
5	16:32	B	904 E Main St	1109	X						X							:45	7:00		X			
6	01:23	C	202 Oak Grove Rd	1110		X					X							:15	7:15			X		
7	08:55	A	320 Chauga Rd	1111	X						X							:20	7:35			X		
7	10:13	A	774 Pump House Rd	1112	X						X							:20	7:55			X		
7	13:27	A	2424 Sandifer Blvd	1113	X									X				:05	8:00		X			
7	21:11	A	320 Chauga Rd	1114		X					X							:35	8:35			X		
7	21:52	A	110 Ceder St	1115		X					X							:30	9:05		X			
8	03:19	A	115 James St	1116		X					X							:45	9:50		X			
8	18:54	B	106 Pump House RD	1117	X						X							:20	10:10		X			
9	09:18	C	1222 Toccoa HWY	1118	X						X							:30	10:40			X		
9	11:21	C	1115 Chau Ram Park RD	1119	X						X							:40	11:20			X		
10	16:36	A	299 Tabor Ramp Rd	1120	X			X										:35	11:55			X		
10	16:55	A	337 Weldon Rd	1121	X						X							:40	12:35			X		
10	18:27	A	516 Dana Dr	1122	X						X							:30	13:05			X		
10	19:54	A	1505 Coffee Rd	1123	X						X							:30	13:35			X		
10	20:05	A	1703 E Main St.	1124		X					X							:30	14:05			X		
10	21:27	A	205 N Hampton St.	1125		X					X							:35	14:40			X		
					<b>19</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>			<b>15</b>	<b>14</b>			
					<b>Totals</b>																			



# Westminster Fire Department

## Monthly Incident Report

For the Month of: Oct-25  
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Date	Time	Shift	Address	NFRS #	Day Run 0800-2000	Night Run 2000-0800	Structure Fires 111	Other Fires 100	Explode Overpres sure 200	EMS/ Rescu e 300	Hazmat 400	Service Calls 500	Good Intent 600	False Alarms 700	Weather 800	Mutual Aid 900	Run Time (Closest 5 min) HR:MIN	Cumulative Run Time (for month)	Jurisdiction			Property Dollars (Structure & Contents)		
																			City	County	Other District	Loss	Saved	
11	17:48	B	West-oak Hwy	1126	X					X							:05	14:45	X					
12	08:36	C	297 Phillip Lear Rd	1127	X					X								:25	15:10		X			
12	22:18	C	204 Gaston Circle	1128		X				X								:15	15:25	X				
13	17:19	A	250 Weldon Rd.	1129	X					X								:25	15:50		X			
13	20:10	A	150 Wards Dr.	1130		X				X								:15	16:05		X			
14	05:20	A	109 N Seed Farm Rd	1131		X				X								:20	16:25		X			
14	13:11	B	416 Butler St.	1132	X									X				:10	16:35		X			
14	16:29	B	320 Chauga Rd	1133	X					X								:20	16:55			X		
14	18:41	B	314 Pump House rd	1134	X					X								:10	17:05			X		
14	22:38	B	Beechurst Dr	1135		X									X			:40	17:45			X		
15	13:11	C	Pump House RD	1136	X							X						:10	17:55		X			
15	13:13	C	126 Robin Rd	1137	X									X				:05	18:00		X			
15	18:36	C	620 Grettas Ln	1138	X					X								:20	18:20		X			
15	19:00	C	132 Old well Rd	1139	X					X								1:35	19:55			X		
16	17:00	A	730 S. Hampton St	1140	X					X								:45	20:40		X			
16	18:58	A	627 Griffin Ln	1141	X					X								:25	21:05			X		
16	19:23	A	325 S Spring St	1142	X					X								:25	21:30		X			
17	05:54	A	313 Lakeside Dr	1143		X				X								:15	21:45		X			
18	04:58	B	210 D St	1144		X				X								2:15	24:00		X			
18	07:37	B	339 Weldon Rd	1145		X				X								:20	24:20			X		
19	00:59	C	1282 Greenfield Rd	1146		X				X								:35	24:55			X		
19	02:38	C	508 Shook Rd	1147		X				X								1:00	25:55			X		
20	10:12	B	151 Golden Acres Rd	1148	X					X								:25	26:20			X		
20	14:12	B	101 Wildwood TRL	1149	X					X								:35	26:55			X		
20	14:53	B	1811 Coffee Rd	1150	X					X								:15	27:10			X		
20	19:28	B	614 Highland Ave	1151	X					X								:20	27:30			X		
21	02:53	B	109 Windsor St	1152		X				X								:10	27:40			X		
21	18:36	C	208 Meadow lark Dr	1153	X					X								:20	28:00			X		
22	06:37	C	270 Weldon Rd	1154		X				X								:35	28:35			X		
					<b>18</b>	<b>11</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>				<b>12</b>	<b>17</b>			
					<b>Totals</b>																			



# Westminster Fire Department

## Monthly Incident Report

For the Month of: **OCT. 2025**

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Date	Time	Shift	Address	NFIRS #	Day Run 0800- 2000	Night Run 2000- 0800	Structure Fires 111	Other Fires 100	Explode Overpres sure 200	EMS/ Rescu e 300	Hazmat 1400	Service Calls 500	Good Intent 600	False Alarms 700	Weather 800	Mutual Aid 900	Run Time (Closest 5 min) HR:MIN	Cumulative Run Time (for month)	Jurisdiction			Property Dollars (Structure & Contents)		
																			City	County	Other District	Loss	Saved	
22	08:13	A	320 Chauga Rd	1155	X					X							:15	28:50		X				
22	09:55	A	9310 Long Creek Hwy	1156	X					X							:40	29:30		X				
22	13:06	A	192 Hobson St	1157	X							X					:10	29:40			X			
22	18:37	A	201 Theo Martin Rd	1158	X					X							:30	30:10			X			
22	19:21	A	108 N Hampton St	1159	X					X							:40	30:50			X			
22	21:39	A	146 Dixon Rd	1160		X				X							1:00	31:50			X			
22	22:12	A	Westminster Hwy	1161		X				X							:15	32:05			X			
23	15:11	B	9989 Long Creek Hwy	1162	X					X							:20	32:25			X			
23	01:02	B	121 Mcnair Drive	1163		X				X							:20	32:45			X			
24	12:58	C	108 Brock Rd	1164	X					X							:15	33:00			X			
25	09:08	A	557 Deborahs Way	1165	X					X							:20	33:20			X			
25	10:17	A	1944 Dr Johns Rd	1166	X					X							:30	33:50			X			
25	10:51	A	303 Hall RD	1167	X					X							:20	34:10			X			
25	19:41	A	200 S Borad St	1168	X					X							:30	34:40			X			
25	19:55	A	102 Westminster Hwy	1169	X					X							:25	35:05			X			
26	12:25	A	142 Dewey St	1170	X					X							:25	35:30			X			
27	9:58	C	South Hwy 11	1171	X							X					:15	35:45			X			
27	12:36	C	107 England St	1172	X					X							1:10	36:55			X			
27	12:57	C	Quick St E North Ave	1173	X					X							:15	37:10			X			
27	13:48	C	1807 Antebellum Rd	1174	X					X							:50	38:00			X			
27	14:38	C	600 Toccoa Hwy	1175	X					X							:20	38:20			X			
27	14:41	C	336 Jenkins Bridge rd	1176	X					X							:30	38:50			X			
27	18:01	C	Simpson St/ Long creek	1177	X					X							:10	39:00			X			
27	23:46	C	1620 Coffee Rd	1178		X				X							:05	39:05			X			
28	03:31	C	225 n Seed Farm Rd	1179	X					X							:20	39:25			X			
28	19:24	A	Westminster FD	1180	X					X			X				1:25	40:50			X			
28	20:08	A	114 Sunshine Ridge Rd	1181		X				X							:20	41:10			X			
29	02:53	A	202 College St	1182		X				X							:20	41:30			X			
29	07:16	A	Pritchard St	1183		X				X							:10	41:40			X			
				<b>Totals</b>				<b>21</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>		<b>12</b>	<b>17</b>			



# Westminster Fire Department

## Monthly Incident Report

For the Month of: Oct-25

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Date	Time	Shift	Address	NFIRS #	Day Run 0800-2000	Night Run 2000-0800	Structure Fires 111	Other Fires 100	Explosive Overpressure 200	EMS / Rescu e 300	Hazardous Materials 400	Service Calls 500	Good Intent 600	False Alarms 700	Weather 800	Mutual Aid 900	Run Time (Closest 5 min) HR:MIN	Cumulative Run Time (for month)	Jurisdiction			Property Dollars (Structure & Contents)				
																			City	County	Other District	Loss	Saved			
29	07:16	B	204 Gaston Circle	1184	X					X								:10	41:50	X						
29	10:33	B	114 Sunshine Ridge Rd	1185	X					X									:20	42:10		X				
29	17:03	B	114 Sunshine Ridge Rd	1186	X					X									:20	42:30		X				
29	21:04	B	500 West Oak Hwy	1187		X				X									:30	43:00		X				
30	23:48	B	1740 Clearont Rd	1188		X									X				:15	43:15		X				
30	03:07	B	114 Sunshine Ridge Rd	1189		X				X									:15	43:30		X				
30	05:45	B	208 Mountin Rd	1190		X				X									:40	44:10		X				
30	06:20	B	114 Sunshine Ridge Rd	1191		X				X									:20	44:30		X				
30	16:44	C	427 HobsonST	1192	X					X									:30	45:00	X					
30	17:48	C	210 N Broad St	1193	X					X									:30	45:30	X					
30	18:51	C	114 Sunshine Ridge Rd	1194	X					X									:30	46:00		X				
30	20:47	C	Coffee Rd/Hunting Club	1195		X				X									:05	46:05		X				
					</																					



# Oconee Joint Regional Sewer Authority

623 Return Church Road  
Seneca, South Carolina 29678  
Phone (864) 972-3900  
www.ojrja.org

## OCONEE JOINT REGIONAL SEWER AUTHORITY Ad-Hoc Reconstitution Committee and Executive Committee November 13, 2025

The Ad-Hoc Reconstitution Committee and Executive Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners/Committee Members that were present:

- Katherine Amidon (Environmental Planner, Bolton & Menk)
- Chip Bentley (Appalachian Council of Gov'ts.)
- Kevin Bronson (City of Westminster) – Committee Chair
- Chris Eleazer (Oconee Joint Regional Sewer Authority)
- Lawrence Flynn (Pope Flynn - OJRSA Attorney)
- Joel Jones (Consultant, JonesWater)
- Angie Mettlen, (Vice President, Ardurra)
- Scott Moulder (City of Seneca)
- Celia Myers (City of Walhalla)

Committee Members that were not present:

- Vacant Oconee County Seat (*new member to be appointed by County Council next month*)

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager

Others present were:

- Ms. Andrea Kelley, The Journal
- Mr. Glenn Hart, Oconee County Councilman
- Mr. Matt Durham, Oconee County Councilman

**A. Call to Order** – Mr. Bronson called the meeting to order at 9:01 a.m.

### **B. Recognition of Oconee County Attendees**

- **Recognize Oconee County Attendees and Provide a Brief Update on the Committee's Mission** – Mr. Bronson welcomed Oconee County Council Chairman, Mr. Matt Durham, and Oconee County Councilman, Mr. Glenn Hart, to the meeting. Mr. Bronson stated that he wants to make sure Oconee County Council has everything they need as the consolidation process moves forward.

Mr. Bronson said the agenda states to provide a brief update and asked if there was anything Oconee County needed or wanted to know. Mr. Durham replied that he met with Mr. Eleazer yesterday and was brought up to date. Mr. Bronson asked if there were any questions that came out of the meeting yesterday that needed to be asked of this committee. Mr. Eleazer stated that Mr. Durham did not have the opportunity to ask the questions that were received from the other cities, so he forwarded the questions and answers document to Mr. Durham and offered the opportunity to ask some questions and get the answers before the next meeting when the document will go public.

### C. Approval of Minutes

- **Ad Hoc Reconstitution Committee and Executive Committee Meeting of October 9, 2025**

*Mr. Moulder made a motion, seconded by Mr. Eleazer, to approve the October 9, 2025 meeting minutes as presented. The motion carried.*

### D. Committee Discussion and Action Items

- 1. Regional Feasibility and Reconstitution Quarterly Report No. 1 (Exhibit A)** – Mr. Eleazer mentioned this is the report that was submitted to the Rural Infrastructure Authority (RIA) as stated in the committee recommendations. Ms. Bonnie Ammons of the RIA is expecting to receive this every calendar quarter. This document was also presented to the OJRSA board at the last meeting. Report No. 2 will be submitted in January 2026, and Mr. Eleazer asked if any committee members wanted to make changes to the format of the report, then to let him know.
- 2. Update on Proposed Change to Joint Authority Water and Sewer Systems Act** – Mr. Eleazer stated he met with Senator Thomas Alexander around mid-September. Senator Alexander asked to have the proposed changes sent to him electronically in Microsoft Word and with a hard copy, which was done. Mr. Eleazer followed up with him last week. Senator Alexander said he forwarded the changes on “for other eyes to look at.” Mr. Bronson asked Mr. Eleazer to let the Committee know when he hears that Senator Alexander filed the bill. Mr. Flynn added that this probably will not happen for another month.
- 3. Feedback on System Valuation and Financial Review (Sample Noted in Exhibit B); Consideration of Cost-Sharing for Evaluation** – Mr. Bronson asked Ms. Mettlen to discuss how she obtained these reports from First Tryon and Raftelis and what they entail. Ms. Mettlen stated there are two (2) different financial proposals/scope of work. The Raftelis study report is the rate study, and the First Tryon report is the financial valuation of the systems. The reports were obtained from MetroConnects when they were doing their consolidation of sewer systems in the Greenville area, so this is an apples-to-apples comparison of the kind of work they were looking at and what they were trying to do so they could consolidate the fire and sewer districts into MetroConnects.

Ms. Mettlen stated it was discussed at the last meeting about having one (1) consultant do both studies; however, Mr. Flynn felt strongly that having two (2) different consultants do each piece of this separately is valuable.

Ms. Mettlen said this is presented to give everyone a chance to look at the general scope of work. She said this is high level stuff, because this committee is trying to get the best answers it can without costing everyone a significant amount of money and trying to use available data the same as the engineering piece of it. There probably is enough data on that side to feed into these studies.

Ms. Mettlen stated it was discussed that one (1) consultant would be hired for each study for everyone collectively and not each entity doing their own (to ensure everyone is getting the same valuation) and that there was a cooperative way that the fees for the studies could be paid by the group. She asked if everyone was on board with this. Mr. Moulder answered yes.

Mr. Bronson asked if there were any procurement concerns about this; Ms. Mettlen replied that if it goes through the OJRSA, it will need to follow the OJRSA procurement code. Mr. Moulder asked if the OJRSA procurement code has a professional services provision in it that allows seeking out professional services without public bid; Mr. Eleazer replied yes, it does. Mr. Flynn added that, if needed, the OJRSA board could also approve a resolution to exempt itself from the current provisions.

Mr. Moulder said he was good with selecting it through the OJRSA procurement code. Ms. Myers said she may have questions about the payment portion of it, but she was good with going through the OJRSA procurement code.

Ms. Mettlen said if this is the way to go, it may work in this committee’s favor to select each consultant to work with and develop the scope before getting to the fee piece of it. She added that

sometimes this is hard to do when a Request for Qualifications (RFQ) is required. Therefore, the next step is figuring out what consultant to talk to and working through the sequencing of which to work on first (she suggested the valuation come first and the rates second) and then working through the scope with the information obtained.

Mr. Eleazer asked how the technical component plays into this as far as assessing the systems. Ms. Mettlen said, with all the Corrective Action Plans (CAPs) and updated information known, that should be the information used on the valuation and rate studies. This is why more information was requested in looking at the long-term needs of each collection system and the OJRSA. Ms. Mettlen said Ardurra can continue to serve as an advisor to these consultants if there are questions or if there are any technical issues that need clarification. Ms. Mettlen added that she didn't want all the work done on the technical valuation in the initial study to go to waste, so a lot of the information is already obtained.

Ms. Amidon said she heard back from everyone (except West Union) that they could view the shared point document; she asked the committee if anyone could not access them. (No one had any issues accessing.) Ms. Amidon asked Mr. Durham and Mr. Hart who to contact at Oconee County now that Ms. Brock is no longer administrator. Mr. Durham replied that Oconee County will be appointing someone to the committee on Tuesday night.

Ms. Amidon said the information gathered from the Master Plan efforts and the Reconstitution Feasibility Study done by Ardurra have been consolidated into one (1) folder per entity to be provided to the consultants, and the folder sharing ensures that Ardurra and Bolton and Menk are not missing anything that the entities want to add.

Ms. Mettlen added that it is recognized that Oconee County's sewer assets are relatively new, but it is helpful to know any asset replacement plans or anything planned with additional collection lines. Mr. Eleazer added that if there are any questions, Oconee County can contact himself or Mr. Bentley. Mr. Bronson asked Mr. Eleazer to summarize in an email what is needed from Oconee County.

Ms. Mettlen asked Ms. Amidon to talk about the cost sharing ideas that have been discussed. Ms. Amidon showed a spreadsheet to the committee (*a sample of the spreadsheet is included in these minutes*). She said the spreadsheet is based on the discussion about giving everyone a base amount and splitting the remaining cost per pro-rata share. She added that the contract amount was set at \$100,000 for ease of calculations and concentrate more on the pro-rata share. In addition, West Union was added into the scenario.

Mr. Bronson said that it was also previously discussed about asking the RIA to financially assist with this. Ms. Mettlen said they can be asked, but if the RIA funds it, it will blow up the procurement code and require it to be sent out for bids. Ms. Mettlen said the SC Department of Environmental Services (SCDES) could also be asked, as they do State Revolving Fund (SRF) loans for engineering studies, but the Clean Water SRF requires a signed procurement statement that you follow state and federal procurement codes.

Mr. Bronson asked for an estimate on the cost of the two (2) combined studies. Ms. Mettlen replied that it depends on the scope and how in depth they are. She said she has seen rate studies go anywhere from \$45,000 - \$80,000. She added that there is information obtained by Wildan that can be used. She said it will probably be around \$200,000 - \$300,000 for both studies combined. Mr. Moulder asked what the approximate timeline would be to spread the cost out; Ms. Mettlen replied it would be a six-month effort. Mr. Moulder said it could be spread into two (2) fiscal years.

There was some discussion about West Union paying for this without having representation on this committee. Mr. Flynn said he didn't see a problem asking them.

Ms. Myers asked how the pro-rata was determined (number of customers or miles of sewer line); Mr. Eleazer replied it was the number of customers. Ms. Myers acknowledged two (2) years would make it easier but stated that a "bigger ask" would most likely come later to try to recover some of these funds when the assets are turned over.

Ms. Amidon stated that even if Walhalla no longer has the sewer assets in the end, Walhalla will still want a viable asset for their residents in the future, so having the studies done is still important. She added that if everyone agrees to proceed with the studies, Ms. Ammons would see that everyone is committed and would make it much easier for her to agree to funding on the backend. Ms. Mettlen added she mentioned to Ms. Ammons that this was happening, agreed that it would show some “skin in the game,” and said Ms. Ammons would probably have no problem with the funding being carried out in two (2) fiscal years.

Mr. Bronson asked what the next step is. Ms. Mettlen said the next step is determining what consultant this committee wants to talk to and then working toward that.

Mr. Eleazer suggested that each entity has firms they work with, and he feels it would be beneficial to find a truly independent firm who has not worked with any of them. Ms. Mettlen and Ms. Amidon replied that would be a challenge. Ms. Amidon added that Raftelis and Wildan are the two (2) major firms. Mr. Flynn replied that will be almost impossible; Raftelis, Wildan, and First Tryon are the major firms. He added that there are some other national firms and some engineering firms who do these studies, but engineering firms don’t do them as well. Mr. Bronson said he was comfortable with Raftelis and Wildan; Ms. Myers agreed.

Mr. Bronson asked Ms. Amidon to draft a paragraph about what each entity would get from a valuation which can be sent to all the entities for discussion with their councils. Mr. Bronson asked Mr. Eleazer to have this discussion on the next meeting agenda.

Mr. Moulder asked if feedback from the members regarding payment should be obtained before a recommendation being made before the OJRSA board. Mr. Bronson suggested circulating this information around to all the entities. Ms. Amidon suggested starting with West Union, as the numbers would need to be recalculated if they were not willing to participate. It was discussed to have Mr. Eleazer reach out to Mayor Oliver of West Union. Mr. Eleazer asked Mr. Flynn if he had reached out to West Union attorney, Ms. Mary McCormick. Mr. Flynn replied he had spoken with Ms. McCormick a couple times; he said she is very protective of her client, and he doesn’t feel he would get far and that Mr. Eleazer would get better feedback. Mr. Bronson stated he would be happy to sit down with Mr. Eleazer and Mayor Oliver if needed and possibly Mr. Bentley as well. Ms. Amidon suggested reminding them that if the consolidation happens, West Union’s customers will still benefit from any future infrastructure work.

#### 4. Update on Support Resolutions:

a. **West Union** – Mr. Flynn stated he sent the markups on West Union’s revised resolution back to them, and he hasn’t heard anything from them since. Mr. Eleazer followed up and hadn’t heard anything either.

b. **Oconee County** – Mr. Flynn asked today’s attendees from Oconee County as to where they stand. Mr. Flynn explained that the initial Ad-Hoc Feasibility Committee created a report in which they made a request for the inclusion of Oconee County as a member of the reconstituted authority and made recommendations on the conveyance of the collection systems of the existing membership. A resolution was prepared as an offer of support acknowledging that the reconstitution process had been initiated. This resolution does not commit to any course of action but rather simply says the report was received, its parameters are recognized, and the entity signing it will act in good faith to move forward. The resolution was adopted by the OJRSA board and all the Member Cities. A version was sent to West Union who made some changes which were marked up and sent back to them, and this can be sent to Oconee County if they want to see it. Mr. Durham asked that it be sent to Oconee County.

5. **Update/Discussion of New Oconee County Appointee** – Mr. Durham said Oconee County Council is meeting Tuesday night and will appoint a new representative to this committee at that time.

6. **Update on Municipal Elections and Committee Response to Answers and Comments Presented During the October 9, 2025 Committee Meeting (Exhibit C):**

- a. **Seneca** – Mr. Moulder reported that all the incumbents won the election. A new mayor was elected; however, he has been on the council for decades (the former mayor did not run for reelection as mayor but instead ran for a city council seat and was elected to this position). All of them are familiar with the process that this committee is going through.

He added that, although they see in a benefit in not having sewer anymore, there are some serious hesitations, not with the reconstitution of the board, but with the turning over of the assets. It is not so much the value of the assets, but the accountability and control they would lose if turned over to a board where they don't get any say on who is appointed. When originally discussed, Seneca would get to have an appointment on the new board, but it has since changed to a delegation appointment.

Mr. Moulder said, in his opinion, with their concerns, they may choose to remain a satellite customer under the purview of the new Authority. Ms. Amidon replied that Seneca would still get to recommend the appointee.

Mr. Flynn said there are significant limitations on the current board where it is hard to "wear a hat" representing the OJRSA and what the best interest of the treatment plant is while having membership in the organization that has a say with how rates are approved. He added that, because Seneca doesn't want to give up control, the organization cannot operate distinctly of the city as an independent enterprise.

Mr. Moulder replied it is being expanded beyond the plant; Seneca is being asked to give up the control and accountability to the organization now to be operating within the city limits and confines of its infrastructure that has a direct impact on decisions that the local council makes over its city. Mr. Flynn replied this has always been known to be the struggle in making this recommendation; however, the thought was: 1) what is in the best interest of Oconee County at large and 2) having someone independent whose only focus in running the organization is how to best provide sanitary sewer service at the collection and treatment level while effectively disregarding political questions that otherwise exist within municipalities.

Mr. Moulder stated there will always be political dynamics but at a different level, and although there may be full trust and faith in Senator Alexander and the delegation, they will not always be there. Mr. Flynn said the fact that Seneca will still be operating the water system, so that softens this a bit. From a growth standpoint, Seneca still has a say whether a development can or cannot happen. Mr. Moulder said the sewer is the more limiting factor; the water is not. Mr. Flynn replied that is the way you control it. Mr. Flynn also stated that this is a multi-step process and knowing everything at the beginning is better in order to work through it.

In addition, Mr. Moulder stated that he still needs to share the questions and answers with his council. He added that he thought the entities had a choice to remain a satellite system and that Seneca's sewer (through rate studies) is self-sustaining; it breaks even. It's not like Seneca will save money by turning over the system; there must be some other benefit associated with this which might be future capital cost occurrence.

- b. **Walhalla** – Ms. Myers stated she is not under delusions that Walhalla's system is worth \$100,000,000; the city breaks even; however, even with \$35,000 per year, Walhalla would have to take some other project away to fund this. In addition, the recommendations of the Ad-Hoc Committee were agreed to, but there were some hesitations. It was presented to the Walhalla council that they would be able to make the recommendations to the delegation about who was on the board and trust that the delegation was going to select one of the recommendations. She stated that the citizens like to be able to go to someone and air their concerns. She added that the city has the cheapest rates, and when the rate study comes out, the citizens will know the rates are going up. She knows the benefit will be in the long term of the next 50 years, but citizens will look at the rates doubling now in a bad economy.

Mr. Flynn replied that the capital side of maintaining and fixing inflow and infiltration (I&I) issues is the easy way to make the system work if there is no reinvesting in the system; therefore,

the rates don't reflect what is necessary to improve the system. If you give the system up, you get to avoid the political blowback of the rates going up, because an independent agency is doing it. Mr. Moulder replied that the cities made the decision to allow the independent agency.

Ms. Myers added that Walhalla had one (1) incumbent reelected and has two (2) new people (of which one (1) of them is returning to council and is familiar with sewer issues). There has not been a change in majority, so this is not stalled.

Mr. Eleazer spoke about being able to delay the two (2) phases of plant expansion if there is some reinvestment in the system, as the OJRSA wouldn't have to continue to treat I&I. During wet weather, the OJRSA sees around eight million gallons-per-day (8,000,000 GPD) while only two million three hundred thousand gallons-per-day (2,300,000 GPD) during dry weather. Mr. Flynn said that is saying that five million gallons-per-day (5,000,000 GPD) of stormwater is being treated; Mr. Eleazer replied that is with also holding twelve million gallons (12,000,000 gallons) of it and letting it seep into the treatment system. Mr. Flynn said that is approximately \$250,000,000 to treat that of the plant was expanded at \$50 per gallon as mentioned by Mr. Jones earlier in the meeting.

- c. **Westminster** – Mr. Bronson stated that Westminster has two (2) new councilmembers. They have been given the information from the committee but have not been briefed yet. The remainder of the council has been non-committal, which is reflective in the questions they submitted; they were given the answers to the questions at the last council meeting, but there was not much feedback. The council was waiting for the elections, as four (4) seats were up for election. The same issues that were voiced by Mr. Moulder and Ms. Myers are in the minds of the Westminster council members. The council will further discuss this when the new council starts on the second Tuesday in January 2026.

#### E. Committee Member Discussion:

Chip Bentley Comments – Mr. Bronson asked Mr. Bentley if he had any comments or concerns. Mr. Bentley said that this meeting is ultimately meant for the members to make the best decision moving forward. The discussion was about the key issues of what needs to be addressed right now.

State Funding – Mr. Eleazer asked what the likelihood of receiving money from the state to help if this process moves forward since earmarks have been removed from the state budget. Ms. Mettlen said there is a strong one. SRF money comes into play, and the Continuing Resolution that was passed last night had USDA money in it which was strong on water infrastructure. That means Congress is not going to go the way of the White House in gutting the programs that are funding water infrastructure. The SRF will probably go back to 2019 levels which isn't bad. She added that RIA and SRF have come together in the past in times like this to put up a certain amount each; there may be some grant money and some loan money in there. There was some discussion about Senator Lindsay Graham helping to facilitate this.

December 11, 2025 Ad-Hoc Committee Meeting – Mr. Bronson asked if the December 11, 2025 meeting is still good for everyone. Ms. Mettlen said she will not be available that day, but the meeting does not need to be rescheduled for her. Everyone said they were good for that day.

January 8, 2026 Ad-Hoc Committee Meeting – Ms. Amidon asked if the January 8, 2026 meeting is still good for everyone, as she will not be available that day. Everyone said they were good for that day.

- F. **Adjourn** – The meeting was adjourned at 10:12 a.m.

**Upcoming Meetings**

1. **Operations & Planning Committee** – Thursday, November 20, 2025 at 8:30 a.m.
2. **Finance & Administration Committee** – Tuesday, November 25, 2025 at 9:00 a.m.
3. **Board of Commissioners** – Monday, December 1, 2025 at 4:00 p.m.
4. **Reconstitution Committee & Executive Committee** – Thursday, December 11, 2025 at 9:00 a.m.

Approved By: \_\_\_\_\_  
Kevin Bronson  
Committee Chair

Date Approved: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Lynn M. Stephens  
OJRSA Secretary/Treasurer

Notification of the meeting was distributed on October 20, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrsa.org](http://www.ojrsa.org), and posted at the OJRSA Administration Building.



## **Ad Hoc Reconstitution Committee and Executive Committee**

OJRSA Operations & Administration Building  
Lamar Bailes Board Room  
November 13, 2025 at 9:00 AM

*This advisory committee was established by the OJRSA Board of Commissioners at its August 4, 2025 meeting to consider the reorganization recommendations as identified in the [Ad Hoc Sewer Feasibility Implementation Committee Final Recommendations](#) report. This committee can neither create policy nor make decisions on behalf of the OJRSA or other wastewater service providers within the area. The recommendations are available at [www.ojrsa.org/info](http://www.ojrsa.org/info).*

*OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at [www.youtube.com/@OconeeJRSA](http://www.youtube.com/@OconeeJRSA) (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at [info@ojrsa.org](mailto:info@ojrsa.org). Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.*

### **Agenda**

- A. Call to Order** – Kevin Bronson, Committee Chair
- B. Recognition of Oconee County Attendees**
  - Recognize Oconee County attendees and provide a brief update on the Committee’s mission – Kevin Bronson, Committee Chair and Lawrence Flynn, OJRSA Counsel
- C. Approval of Minutes**
  - Ad Hoc Reconstitution Committee and Executive Committee Meeting of October 9, 2025
- D. Committee Discussion and Action Items**
  1. Regional Feasibility and Reconstitution Quarterly Report No. 1 (Exhibit A) – Chris Eleazer, Committee Member/OJRSA Director
  2. Update on proposed change to Joint Authority Water and Sewer Systems Act – Chris Eleazer, Committee Member/OJRSA Director
  3. Feedback on system valuation and financial review (sample noted in Exhibit B); consideration of cost-sharing for evaluation – Led by Kevin Bronson, Committee Chair
  4. Update on Support Resolutions – Led by Lawrence Flynn, OJRSA Counsel
    - a. West Union
    - b. Oconee County
  5. Update/discussion of new Oconee County appointee – Led by Kevin Bronson, Committee Chair
  6. Update on municipal elections and Committee response to answers and comments presented during the October 9, 2025 Committee meeting (Exhibit C):
    - a. Seneca – Scott Moulder, Committee Member/Seneca Administrator
    - b. Walhalla – Celia Myers, Committee Member/Walhalla Administrator
    - c. Westminster – Kevin Bronson, Committee Chair/Westminster Administrator
- E. Committee Member Discussion** – Led by Kevin Bronson, Committee Chair  
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- F. Adjourn**

### **Upcoming Meetings**

*All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*

- Operations & Planning Committee – November 20, 2025 at 8:30 AM
- Finance & Administration Committee – November 25, 2025 at 9:00 AM
- Board of Commissioners – December 1, 2025 at 4:00 PM
- Reconstitution Committee and Executive Committee – December 11, 2025 at 9:00 AM



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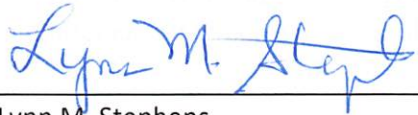
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Quarterly Progress Report: OJRSA Regional Feasibility and Reconstitution  
Report No. 1  
October 10, 2025

**Submittal Statement**

This report is provided to the South Carolina Rural Infrastructure Authority, Oconee Joint Regional Sewer Authority (“OJRSA”) Board of Commissioners, and Oconee County Council in accordance with the recommendations provided by the Ad Hoc Regional Feasibility Study Implementation Committee and as accepted by the OJRSA Board of Commissioners on July 15, 2025.

  
\_\_\_\_\_  
Christopher R. Eleazer  
OJRSA Executive Director, and  
OJRSA Ad Hoc Reconstitution Committee Member

  
\_\_\_\_\_  
Lynn M. Stephens  
OJRSA Secretary/Treasurer

## Background

In 2022, the Oconee Joint Regional Sewer Authority (“OJRSA” or “Authority”) was awarded a Regional Feasibility Planning Grant<sup>1</sup> by the South Carolina Rural Infrastructure Authority (“RIA”). OJRSA subsequently procured the services of W.K. Dickson (now, Ardurra) to develop a comprehensive Regional Feasibility Planning Study (“Planning Study”) to determine if regionalizing sewer collection, conveyance, and treatment in Oconee County, South Carolina will streamline service delivery and enhance the success of the community and its quality of life. The Planning Study<sup>2</sup> included the analysis and recommendations in the following core areas: (1) governance structure; (2) revenues and finance; (3) environmental compliance, (4) utility resources, and (5) efficiency in operations and service.

The Planning Study was completed in August 2024 and adopted by the OJRSA Board of Commissioners (“Board”) in September 2024. A special Ad Hoc Regional Feasibility Study Implementation Committee (“Feasibility Committee”) was established by the Board in November 2024 for the purpose to review, discuss, and evaluate the Planning Study’s primary recommendations for a new governance structure for the OJRSA and to provide independent recommendations for implementing this restructuring. Additionally, the northern area of Anderson County was discussed during this study for potential regional collaboration, but it was determined that that region would not be the focus of the near future as the existing system and service area should be prioritized.

The Feasibility Committee established five major recommendations to reorganize/reconstitute the OJRSA under the South Carolina Joint Authority Water and Sewer Systems Act (the “Act”).

1. The collection systems of current Authority members and Oconee County should be consolidated into one combined system – owned, operated, and maintained by the reconstituted Authority.
2. The Authority should be reconstituted with a new five-member Board of Commissioners (the “New Board”).
3. The governance documents of the reconstituted Authority will be drafted and supersede all existing Authority governance documents and contracts, which must be dissolved as a part of this process. These documents will also provide that the reconstituted Authority will have the power to provide retail sewer services within its service area as necessary to support the operation of the consolidated collection systems. This should be finalized upon completion of the consolidation but can be drafted during the consolidation process.
4. The current Board will dissolve the Feasibility Committee and then establish a working group or smaller ad hoc committee to oversee and guide the initial implementation steps outlined above (the “Reconstitution Committee”<sup>3</sup>).
5. It is recommended that a communications plan for the reorganization be developed, which should be used by all entities involved. This plan will ensure clear and consistent messaging while also allowing for input from residents and customers of the Authority. Maintaining an open process is crucial to maximize the chances of success in consolidating the collection systems and establishing the reconstituted Authority with the New Board.

The Feasibility Committee noted the recommendations were vital to the long-term success of the Authority, and in the absence of the implementation of these recommendations, the OJRSA runs the risk of significant regulatory compliance matters, lack of funding, and restrictions on growth and development of the County as a whole.

The final Feasibility Committee recommendations, which were presented to and accepted by the Board at a joint meeting with Oconee County Council in July 2025, included a list of specific tasks which were

<sup>1</sup> RIA Grant Number RGRG-23-5006

<sup>2</sup> *Regional Feasibility Planning Study 2024* by W.K. Dickson, Bolton & Menk, and Willdan Financial Services. ([www.ojrsa.org/info](http://www.ojrsa.org/info))

<sup>3</sup> This committee was identified in the recommendations as the “Implementation Committee”

established by the Feasibility Committee with timelines associated with each function. These included:

1. Within 45 days (August 29, 2025)<sup>4</sup>, the current Board will dissolve the Feasibility Committee and establish the Reconstitution Committee for further implementation oversight.
2. On a quarterly basis, the Reconstitution Committee will provide an update to RIA, the current Board, and Oconee County on the progress of the implementation of these initial recommendations.
3. Within 45 days (August 29, 2025), the legislative revisions to the Act will be finalized and provided to the Oconee County Delegation (“Delegation”). Consultation shall be made with the Delegation on whether lobbyist support will be needed.
4. Within 90 days (October 13, 2025), resolutions of support for system consolidation/Authority reorganization will be provided to and adopted by each governing body affected by the recommendations, including the Board, Seneca City Council, Walhalla City Council, Westminster City Council, West Union Town Council, and Oconee County Council.
5. Within 120 days (November 12, 2025), consultants shall be engaged, and the process of collection system evaluation (technical) and valuation (financial) will be initiated, including identification of potential funding for this effort and immediate rehabilitation projects that may be identified or on current Capital Improvement Plans (“CIP”). Additionally, a rate consultant will be engaged.
6. Within 120 days (November 12, 2025), a Communications Plan will be developed under the guidance of the Implementation Committee and provided to all entities involved.
7. Within 60 days of the approved changes to Act being approved (likely July/August 2026), the list of recommendations for the initial commissioners for the reconstituted Authority (“New Commission”) will be provided to the Delegation.
8. Within 15 months (February 27, 2027), the evaluation and valuation of collection systems will be completed.
9. Within 18 months (May 12, 2027), the determination of a timeline for developing a unified, equitable rate structure will be provided as a part of the initial terms for collection system consolidation.
10. Within 24 months (July 15, 2027), legal documents to transfer collection system assets to the Authority will be executed, as well as all necessary reconstitution documents.
11. Within 25 months (August 16, 2027), if the legislative amendments have not been approved, plans for consolidation under the amended Act will be abandoned. Thereupon, the Authority will proceed to consolidate the member system and implement the reconstitution under the existing Act, with such process to be finalized by no later than 36 months (July 17, 2028). Additionally, all members shall be issued permits in compliance with the OJRSA Sewer Use Regulation (“SUR”) and added as co-permittees under the National Pollutant Discharge Elimination System (“NPDES”) permit.

The following sections of this report separately address each of the above.

## Summary of Current Actions

This section outlines the efforts and progress made by the stakeholders in implementing the Feasibility Committee’s recommendations

### Events and Meetings

The following events and meetings occurred during the reporting period:

- July 15, 2025 – Joint Board meeting with Oconee County Council
- August 14, 2025 – Ad Hoc Reconstitution Committee and OJRSA Executive Committee meeting
- September 11, 2025 – Ad Hoc Reconstitution Committee and OJRSA Executive Committee meeting

<sup>4</sup> Target dates are included for each based on date the recommendations were accepted by the Board

**Recommendation Item 1: Dissolve Feasibility Committee and Create New Committee****Target Date: August 29, 2025****Status: Complete**

The Board approved to dissolve the Feasibility Committee and authorized the creation of the Reconstitution Committee at its August 4, 2025 meeting.

Members of the Reconstitution Committee include:

- Kevin Bronson, City of Westminster and OJRSA Executive Committee member (Committee Chair)
- Chip Bentley, Appalachian Council of Governments
- Amanda Brock, Oconee County
- Chris Eleazer, Oconee Joint Regional Sewer Authority
- Scott Moulder, City of Seneca
- Celia Myers, City of Walhalla

Nonvoting facilitators and other committee members include:

- Katherine Amidon, Bolton & Menk
- Lawrence Flynn, OJRSA General Counsel
- Joel Jones, JonesWater
- Angie Mettlen, Ardurra

**Recommendation Item 2: Submit Quarterly Report****Target Date: Within 14 days after completion of each calendar quarter****Status: Report #1 complete**

This report has been prepared in response to Item 2 of the recommendations as stated above. The quarterly reports will be submitted to RIA within two (2) weeks of the conclusion of each calendar quarter<sup>5</sup> until the conclusion of this program.

In the future, past actions will be listed in Appendix A.

**Recommendation Item 3: Submit Joint Authority Water and Sewer System Act Draft to Oconee County Delegation****Target Date: August 29, 2025****Status: In Progress**

OJRSA Executive Director Chris Eleazer met with Senator Thomas Alexander (S.C. Senate District 1) on September 9, 2025 to present a draft version of the amendments to the Act. Efforts were made to meet with Representative Bill Whitmire (S.C. House District 1) and Representative Adam Duncan (S.C. House District 2), but a mutually convenient date could not be arranged.

**Recommendation Item 4: Adoption of Resolutions of Support****Target Date: October 13, 2025****Status: Partially Complete**

Draft resolutions were provided by the OJRSA attorney to all governing bodies as recommended.

The following resolutions of support for wastewater system consolidation/Authority reorganization have been adopted by the following as of September 30, 2025:

- Seneca – August 26, 2025
- OJRSA – September 8, 2025
- Westminster – September 9, 2025

<sup>5</sup> The end of March, June, September, and December of each year

- Walhalla – September 16, 2025

Those remaining to approve the matter include:

- Oconee County – to consider in October 2025
- West Union – Attended the September Reconstitution Committee meeting to ask questions and express their questions about the resolution. A revised resolution draft will be submitted for consideration during next quarter.

It is worth noting that the Mayor of the Town of West Union attended the September Reconstitution Committee meeting and is expected to participate in future meetings and remain engaged in the process.

**Recommendation Item 5: Initiate Collection System Technical Evaluation and Financial Valuation**

**Target Date: November 12, 2025**

**Status: To begin next quarter**

This task will begin later in 2025.

**Recommendation Item 6: Develop Communications Plan**

**Target Date: November 12, 2025**

**Status: To begin next quarter**

This task will begin later in 2025.

**Recommendation Item 7: Consider Initial Commissioners for New Authority**

**Target Date: Within 60 days of approved changes to Act (likely July/August 2026)**

**Status: Contingent on legislative approval**

If the recommended amendments to the Act are approved by the South Carolina Legislature and signed into law by the governor, then the list of possible candidates for the New Commission will be provided to the Delegation soon thereafter.

**Recommendation Item 8: Complete Technical Evaluation and Valuation of Collection Systems**

**Target Date: February 27, 2027**

**Status: Not started**

Recommendation Item 5 must occur before project can be completed.

**Recommendation Item 9: Develop Unified, Equitable Rate Structure**

**Target Date: May 12, 2027**

**Status: Not started**

Recommendation Item 8 must be completed prior to beginning this task.

**Recommendation Item 10: Execute Transfer of Wastewater Collection System Assets and Reconstitution Documents**

**Target Date: July 15, 2027**

**Status: Not started**

This task will begin much later in the process.

**Recommendation Item 11 (contingency): Abandon Consolidation and Reconstitution Plan**

**Target Date: August 16, 2027**

**Status: Not applicable at this time**

This contingency item will only apply if legislative amendments are not approved or if the Ad Hoc committee cannot reach consensus.

## **Summary of Past Actions**

Actions taken prior to this report are in Appendix A (starting on page 7).

*End of Summary of Current and Ongoing Corrective Actions. See Appendix A for past updates and completed tasks associated with Consent Order 21-025-W.*

## Appendix A: Past Updates and Completed Tasks

**Item 1: Dissolve Feasibility Committee and Create New Committee**

**Item 2: Quarterly Report**

**Item 3: Submit Joint Authority Water and Sewer System Act Draft to Oconee County Delegation**

**Item 4: Adoption of Resolutions of Support**

**Item 5: Initiate Collection System Technical Evaluation and Financial Valuation**

**Item 6: Develop Communications Plan**

**Item 7: Consider Initial Commissioners for New Authority**

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**Item 9: Develop Unified, Equitable Rate Structure**

**Item 10: Execute Transfer of Wastewater Collection System Assets and Reconstitution Documents**

**Item 11 (contingency): Abandon Consolidation and Reconstitution Plan**



1355 Greenwood Cliff, Suite 400  
Charlotte, NC 28204

## WORK ORDER NUMBER 1

**WORK ORDER** to the Agreement dated May 13, 2019 by and between the Metropolitan Sewer Subdistrict (the "Client") and First Tryon Securities, LLC, d/b/a First Tryon Advisors ("First Tryon").

### SERVICES

First Tryon will provide the following Services under this Work Order:

#### Phase I (Planning Work):

- Evaluate and provide a detailed analysis of the Client's existing financial condition, credit profile and debt portfolio.
- Build a comprehensive capital planning model to assist in evaluating and establishing the Client's debt capacity for various projects, as well as evaluating the potential consolidation / merger of existing entities under the Client's management, taking the following variables into consideration:
  - Project Specific Items:
    - Timing and amounts
    - Available revenue sources
    - Available funding structures
    - Financing term
    - Amortization/debt service
    - Prioritization of capital project needs
  - Consolidation / Merger Specific Items:
    - Timing of proposed consolidation(s) / merger(s)
    - Existing and proposed cash flows of entities coming under the Client's management
    - Financial condition, credit profile and debt portfolio of entities coming under the Client's management
    - Revenue/cost/growth projections
    - Impact on financial ratios, coverages, etc.
- Work hand-in-hand with the Client's staff to refine the capital planning model to help forecast future financial performance based on pro forma projections provided by the Client, evaluate the Client's debt capacity and affordability and assess the sensitivity of the Client's various planning assumptions.
- At the Client's request, participate in Board meetings, workshops and committee meetings to facilitate the development of the capital planning model.

#### Phase II: (Transaction Execution Work- if requested by Client)

- Help craft a tailored plan of finance that is appropriate for the Client's short-term and long-term financing objectives.
- Solicit and evaluate financing proposals, prepare related credit packages, evaluate any submitted proposal and negotiate final terms and conditions with the lender.
- Negotiate terms and conditions of the financing, including call provisions, closing requirements and risk allocation provisions, as applicable.
- Prepare and maintain a detailed financing calendar for the financing, incorporating any required notices, Board actions, public hearings and other financing milestones identified by the Client or its counsel.

Metropolitan Sewer Subdistrict  
Work Order Number 1  
May 13, 2019  
Page 2 of 3

- Produce quantitative schedules outlining sources and uses of funds, debt service requirements, escrow cash flows, and other data required by the Client or its bond counsel in connection with the financing.
- Coordinate activities, meetings and conference calls among the members of the working group.
- Assist in procuring any additional professionals or working group participants necessary to complete the financing (e.g., verification agent, trustee, etc.).
- Assist the Client's counsel in its preparation of all legal documents that such counsel deems appropriate for the authorization, execution and memorialization of the transaction.
- Advise the Client regarding current bond market conditions and other developments that would normally be expected to influence interest rates for the financing.
- Prepare and present information regarding the financing process to the Client's governing board, staff or other stakeholders, as requested.
- Coordinate all closing logistics to help ensure a smooth closing and to reduce demands on the Client's staff.
- Provide ongoing responses to any related questions and perform other customary tasks that might arise during the course of the financing.



July 24, 2020

Ms. Carol L. Elliott, PLS  
General Manager  
MetroConnects  
120 Augusta Arbor Way  
Greenville, SC 29605

**Subject: Proposal for Collections Systems Rate Study**

Dear Ms. Elliott:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to submit this proposal to provide financial consulting services to the Metropolitan Sewer Subdistrict (MetroConnects). We appreciate the opportunity to submit this proposal, which details our understanding and approach to meet MetroConnects' objectives.

**Project Understanding**

MetroConnects is a wastewater collection district in Greenville County, South Carolina that transports collected wastewater to Renewable Water Resources (ReWa) for treatment. Over the last ten years, Greenville County and MetroConnects' service area has seen significant growth at a rate that outpaces other areas of the country. This sustained growth has created an evolving, dynamic landscape for MetroConnects to provide wastewater services.

In 2018, MetroConnects engaged Raftelis to perform a User Charge Rate Study. Previously MetroConnects assessed wastewater charges on a property tax-basis to fund its wastewater collection and transportation system. In February 2019, MetroConnects adopted a new User Charge Rate Structure. The structure includes a monthly base charge and volumetric charges, which are assessed based on monthly water consumption. This structure is more consistent with industry best practices and provides for a more equitable revenue recovery among MetroConnects customers.

Recently, MetroConnects has been working with local stakeholders to determine how sewer service can be provided most effectively in Greenville County. Sewer collection service is currently provided by multiple sewer subdistricts, with MetroConnects being the largest. Based on financial and capital improvement needs studies performed by First Tryon Advisors and CDM Smith, the cost of providing sewer collection service varies widely within Greenville County. MetroConnects has requested that Raftelis perform a rate study to calculate user rates between subdistricts and in-aggregate.

**Scope of Services**

We have developed the following Scope of Services based on our understanding of MetroConnects' needs. The scope of services can be adjusted, as needed, to better suit the needs of MetroConnects or address other rate and finance related issues if they arise. Our proposed scope of services includes the items listed below.

### Task 1: Project Initiation, Management, and Data Collection

The project management task begins with the submittal of this engagement letter and continues throughout the duration of the Study. It is designed to ensure the Study progresses in an efficient and deliberate manner. This task will include administrative components related to project management, quality assurance and control processes.

As part of this task, Raftelis will prepare and submit to MetroConnects staff a detailed data request list so readily available data can be forwarded to Raftelis. The data required will include, but not be limited to, operating and capital budgets, billing data, financial reports, population or growth forecasts, ordinances, and contractual agreements.

### Task 2: Project Revenue Requirements

The first step in the study process will be developing forecasts of revenue requirements. Using information developed by First Tryon, Raftelis will prepare a revenue requirement forecast for six sewer subdistricts: Berea Public Service District; Gantt Fire, Police and Sewer District; Marietta Water and Sewer District; Parker Fire and Sewer Subdistrict; Taylors Fire and Sewer District; and Wade Hampton Fire and Sewer District. In addition to forecasts for each subdistrict, Raftelis will update the rate model developed in the 2018 Study to re-cast the financial plan for MetroConnects. Once a forecast of revenue requirements is developed for MetroConnects and each subdistrict, a final forecast will be prepared with all subdistricts in-aggregate.

The revenue requirements will include all operating and maintenance (O&M) costs, capital costs (including annual debt service payments and cash-financed capital), and reserve requirements. The projection of revenue requirements will recognize the individual system's current and future capital needs, established in the study performed by CDM Smith. It is our understanding that the study performed by First Tryon Advisors provides estimates for financing the capital outlined in the CDM study and as a result, estimates for future debt service requirements and revenue financed capital, will be assumed from the First Tryon Advisors study. In addition, it is our understanding that the First Tyron Advisors study provides projections for operating expenses for each of the sewer subdistricts. Raftelis will utilize these projected operating expenses in its projections of revenue requirements.

Based on discussions with MetroConnects staff, it is our understanding that MetroConnects has developed estimates for operating the sewer subdistricts' sewer collection systems. Raftelis will utilize these projections in addition to the subdistricts' projected operating expenses as provided in the First Tryon study. Raftelis will rely on estimates provided by MetroConnects to recognize any economies of scale that may result from a combined system.

The forecast of revenue requirements will consider certain financial and debt policies. Policies and metrics will be identified, tracked, and incorporated into the forecast of revenue requirements. Raftelis will meet with MetroConnects staff to review all components of the forecast of revenue requirements. We will solicit staff input to ensure the forecast is consistent with the expressed financial objectives.

### Task 3: Establish and Forecast Billable Units of Service

Raftelis will examine each subdistrict's billing records to determine customer demands for wastewater service. To do so, Raftelis will use detailed water usage information from the sewer subdistricts' water provider (Greenville Water). Currently, Raftelis has limited billing data related to each of the sewer subdistricts water use. Raftelis will use this information as a starting point, however, more recent and detailed billing data will be ideal.

Raftelis anticipates that Renewable Water Resources (ReWa) will assist in obtaining new billing data from Greenville Water. In addition, GIS information will be needed to determine the subdistrict for each water customer. As a result, this portion of the study may require a significant level of effort.

Based on the information obtained, Raftelis will develop a forecast of billable units of service over a five-year forecast period using growth assumptions for each subdistrict. We will discuss key assumptions with MetroConnects staff.

### Task 4: Calculate Rates

The next step in the study process is to calculate rates using the analyses from Tasks 3 and 4. Rates will be calculated for each year in the forecast period and adjusted, where possible, to provide for a smooth forecast of rates. Customer impact analyses will be performed to understand the impact of proposed rate changes to different types of customers and households. Raftelis will take the calculated rates for each subdistrict and compare them to annual sewer costs as determined by First Tryon. This will help MetroConnects assess the full impacts on customers under individual and consolidated systems.

### Task 5: Model Development

At the heart of any successful rate study is the model used to develop revenue requirements and perform operational and capital financial planning, review customer information, and calculate rates and revenues. The model incorporates the results of each of the other tasks in the engagement, and is sophisticated enough to perform the complex calculations involved in a comprehensive rate analysis with the ability to analyze various rate scenarios.

The model created for this engagement will be developed using Microsoft Excel and will be based on a model framework that incorporates industry standard rate-setting methodologies in a user-friendly manner. The rate model will be built around our innovative modeling approach and will include a customized and interactive dashboard.

### Task 6: Recommendations & Presentation

Raftelis will be able to assist MetroConnects as necessary in presenting the results of the study and supporting study recommendations. We will work with MetroConnects to determine the most appropriate level of stakeholder interaction. For the purpose of this scope of services, we have included one presentation.

Oconee Joint Regional Sewer Authority - Reconstitution  
 Draft Technical and Financial Analysis Cost Sharing Formula  
 Contract Amt. **\$100,000** *editable*

	BASE AMOUNT	Pro-rata Share	TOTAL
Seneca	\$10,000	\$26,716	\$36,716
Walhalla	\$10,000	\$8,064	\$18,064
Westminster	\$10,000	\$4,912	\$14,912
West Union	\$10,000	\$304	\$10,304
Oconee	\$10,000	\$4	\$10,004
OJRSA	\$10,000	\$4	\$10,004
	\$60,000	\$40,004	\$100,004

BASE AMOUNT = 10% for each

2025  
 remaining 40% pro-rata share method

Breakdown	Ratio	Percentage
Seneca	66.79	67%
Walhalla	20.16	20%
Westminster	12.28	12%
West Union	0.76	1%
Oconee	0.01	0%
OJRSA	0.01	0%
	100.01	100%



## REGIONAL SEWER FEASIBILITY STUDY RECONSTITUTION QUESTIONS & ANSWERS AD HOC RECONSTITUTION COMMITTEE

### Background

During the process of resolution adoption by the individual municipalities and the County, each council and staff were encouraged to ask questions. The original questions (unedited) and draft responses are provided below (in red).

### Westminster

1. What happens after this fall's municipal elections if there is a change in the support of the three city councils? At this time, each council has considered and approved the support resolution. However, the support resolution is not binding and does not commit any participant to a particular course of action. If a participant chooses to opt out, they would not be admitted as a member of the reconstituted authority (the "New Authority"), would not have representation on the Board, and would most likely become a wholesale customer of the new Authority.
2. There are concerns a new board without ties to the city council will approve rates for city customers beyond what the city council believes is appropriate. How will rates be kept "in check?" Sewer service is a business, and rates must be set a level that covers all necessary operating expenses and capital expenses. However, if the new legislation is adopted and a gubernatorial appointment is permitted, board members must reside in a household receiving service from the New Authority. As a result, any rate decisions will have a direct bearing on the financial situation of the member. This may actually be a better result than the current board as many of the current members do not actually receive service from the joint system, and often vote solely on the basis of the benefits to the member-city, rather than fulfilling their fiduciary obligation to the organization.
3. They want to see the outcome of a technical and financial evaluation. Yes, that is a prerequisite, and those persons/firms should be engaged by December 14, 2025 (120 days approval by Board of the ad.hoc committee report).
4. They want to know the cost for Westminster to participate in the technical and financial evaluation. Planning level costs for these evaluations are currently being developed, including a methodology for apportionment. The intent is to keep costs as low as possible by using data and analysis from the previous corrective action plans to prepare a system status assessment and a high-level capital improvement analysis for each system.

5. Will the new entity be a public entity that will allow for public attendance and participation in meetings and committee meetings? **Yes. The new entity will be created under the same statutory framework as the existing authority, which is the “Joint Authority Water and Sewer System Act”, as codified at Title 6, Chapter 25 of the Code of Laws of South Carolina 1976, as amended. The New Authority will be reconstituted under the act as a public body politic and corporate and subject to FOIA and similar open government laws.**
6. They would like to see a customer rate schedule for the rates under a new Authority. **This will be part of the recommendations from the evaluation process. According to the ad hoc committee report “[a] unified and equitable rate structure will be developed and deployed as part of the governance documents of the reconstituted Authority.” The schedule calls for the rate schedule to be developed within 18 months of the approval of the plan, so approximately February 2027.**
7. What happens if a city decides not to participate? **Nothing can make a city participate, but State regulators (including RIA) have public advised that something must be done. If a city decides not to participate, they will likely be left out of the new organization and required to separately negotiate a wholesale treatment contract with the New Authority for sewer treatment services.**
8. They want to be sure the city is fairly compensation for any assets they may turn over to the new Authority. As a quick point of reference, the city received a \$5 million SCIIP grant to rehabilitate sewer collection lines and the construction is underway. **There will be a technical review, and the consultants will also conduct an analysis to determine the depreciation of each system and estimate the significant capital investments required to bring the systems into regulatory compliance. Even if the third-party financial consultant concludes that a system’s value exceeds its liabilities (for example, the cost to fully rehabilitate it), it is unlikely that any cash proceeds would be available for the acquisition of existing collection systems. Generally, the acquisition of these systems is viewed as relieving each participant of financial and operational liability, rather than generating revenue. However, there may be an opportunity to establish a franchise fee within each city’s municipal boundaries, with those funds remitted back to the respective city in consideration of the use of public rights-of-way.**

## Walhalla

1. Current condition of the Walhalla sewer system. **As the current owners and operators of their respective collection systems, each city is in the best position to provide information about the operating condition of its system. That information can be further supported by the recent CMOM (Capacity, Management, Operation, and Maintenance) and Corrective Action Plan (CAP) reports, as well as by the upcoming technical review to be completed by the consultants.**
2. Estimated upgrades needed to the sewer system. **To be determined based upon recent CMOM/CAP and technical review by consultants.**

3. Current valuation (financial) of the sewer system. Will look to current asset values in audited financial statements, as well as technical review. Compensation, if any, will be considered as described in “Westminster #8.”
4. Estimated cost to upgrade the sewer system. To be determined based upon recent CMOM/CAP and technical review by consultants.

## West Union

1. What is the advantage to West Union to joining OJRSA? It is not contemplated that West Union will become a member of the new Authority. It is expected to remain a treatment customer-only or, alternatively, they will be acquired in whole by the New Authority. Under either scenario, West Union would benefit from regionalized management and long-term planning for wastewater treatment, ensuring compliance with regulatory requirements and improving system reliability. If the system were acquired, West Union would be relieved of the financial and operational responsibilities associated with owning and maintaining the system, including future capital improvements and regulatory compliance obligations.
2. Would ownership of the West Union system transfer to OJRSA? While West Union would not be a member, the new Authority would consider the acquisition of the West Union collection system.
3. Who would operate, maintain, and insure the West Union system after it was transferred? The New Authority.
4. What will happen to West Union public works employees after the transfer? Would they work for OJRSA? Additional staff may be needed, and if so, the Authority will entertain the employment of the best and most qualified service members.
5. Would West Union be compensated for the value of the assets taken over by OJRSA? Probably not. See answer to “Westminster #8” above.
6. How much will the funding of operational costs of OJRSA add to West Union customer rates/bills? Unknown at this time. To be determined based upon recent technical review by consultants, and development of rate study. See “Westminster #6” above.
7. If West Union were to participate in OJRSA, what weight vote would it have? An equally weighted vote? Or a vote based on some other basis, such as volume, linear feet of lines, number of customers, or revenue? West Union will not be a member of the New Authority. As a result, it will not have any voting rights. It will only be a customer, unless it elects to turn over its collection system to the New Authority whereupon rates and other costs will be solely determined by New Authority board.
8. Who would bill for sewer? (West Union has and reads its own water meters.) Assuming the New Authority acquires the West Union collection system, West Union would bill for the New Authority’s sewer service on the respective West Union water bill. Arrangements would be necessary to provide water flow data to the New Authority in order to ensure the appropriate amount is billed.
9. Is revenue shared with members? If it is calculated on a percentage of revenue basis, how frequently is that updated? While this has happened in the past, it is bad

business practice and strongly discouraged. No revenue will be directly distributed from the New Authority's operating accounts. However, it is possible for a participant city to charge a franchise fee, which will be imposed within its municipal limits. See "Westminster #8" above.

10. Who would install new taps? And how much would that cost new users in West Union? The entity that owns and operates the sewer collection system, whether it remains the respective city or is transferred to the New Authority, would be responsible for coordinating and installing new service connections. The cost for new users would reflect the actual cost of installation, along with any applicable capacity or connection fees. Even if ownership of the sewer collection system is transferred to the New Authority, each city would continue to own and operate its respective water utility system. This allows the cities to retain an important role in managing and directing future growth and development within their service areas through their continued role as water providers.
11. Who would pay for expansion of sewer service and collection lines within West Union to support future growth? If West Union's collection system is acquired by the New Authority, then this would be the responsibility of the New Authority. Additionally, as noted in Question #10 above, each city would continue to own and operate its water utility system, allowing it to play an ongoing role in managing and guiding growth through its control over water service extensions.
12. Can you provide us with or direct us to a map of current sewer service areas in the County? **To be provided.**
13. Also, what is the monthly/annual overhead for the costs of operating OJRSA? And, how is that allocated among the members? **Each year, the authority presents a balanced budget for consideration and approval. The budget is based on the anticipated costs of maintaining the system. For Fiscal Year 2026, the projected O&M expenses are \$6,759,426. Rates are structured to cover these operating expenses, including minor capital projects required to address issues identified in the 2021 consent order issued by the South Carolina Department of Environmental Services. The authority no longer uses the "pro rata model". Instead, rates are administered under a "base, plus volume" system, similar to standard water customer billing practices. Under this rate methodology, the authority charges a base charge, which is a fixed amount to recover each participant's share of system costs, administrative and maintenance, and a volume charge, which is a variable amount based on the actual amount of wastewater discharged to and treated by the authority.**
14. Finally, is Anderson County involved in OJSRA? **No. Anderson County is not involved, and any future conversations with Anderson County, or any Anderson sewer providers will be exclusively performed on a contract basis.**

## Seneca

1. What is the official plan, will OJRSA run all of the sewer? **Yes. That is the overarching goal of consolidation. Finding #1 of the ad hoc committee was that**

“[t]he collection systems of the current Authority members and Oconee County should be consolidated into a one combined system – owned, operated, and maintained by the reconstituted Authority.”

2. How will future development be handled, both in the interim before the plan goes through, and after OJRSA takes over? **Expansion would occur as growth develops and where sufficient system capacity and appropriate funding is available.**
3. What will the assets be valued at? When will more information be provided about this process? **To be determined based upon recent CMOM/CAP and technical review by consultants.**
4. Will L&W maintain any control over its sewer system after the plan goes into effect? **No. The plan is for the entirety of the Seneca sewer system to be conveyed to the New Authority. However, the New Authority will need to work in concert with L&W for growth, system maintenance and other utility functions within the City of Seneca and all other members.**
5. Will L&W employees become OJRSA employees? Will they be contract labor? **Potentially, see “West Union #4”.**
6. How will the easements that L&W has or had be transferred to OJRSA? **These land rights will be transferred to the New Authority as part of the conveyance process. Title work will need to be performed to identify all sewer system assets. Where individual easements are available, they will be assigned and all other ROW will be generally conveyed under a master ROW conveyance document. Also, personal property will be conveyed under master Bill of Sale for both fixed and non-fixed assets.**
7. Will there be major rate increases once this occurs? **Unknown until the rate evaluation is completed. See “Westminster #6” above.**
8. Will the customers who are currently inside city limits be charged the same as those who are outside city limits? **Best practice, and a stated goal of the ad hoc committee, is to establish a uniform and consistently applied rate structure for all users. The specifics of that rate schedule will not be known until the ongoing rate evaluation is completed. However, with the creation of a consolidated regional system, it would be difficult to justify maintaining separate in-city and out-of-city rate differentials.**
9. Can the city have its own treatment plant? **While the city can theoretically propose to build and operate its own treatment plant, it is highly unlikely that such a project would be approved. From a regulatory perspective, DES has a stated goal of consolidating service, and the construction of a new facility would raise significant**

permitting challenges given discharge impacts and the existence of the current treatment plant. It would also be cost prohibitive and face major hurdles under the 208 planning process. Most importantly, because Seneca represents the majority of the flow to OJRSA, diverting that flow and revenue to a separate facility would significantly undermine the financial and operational stability of the existing regional system. Under the 208 Plan's "do no harm" principle, regulators are unlikely to approve a new plant that disrupts or diminishes the public's investment in existing infrastructure. For these reasons, construction of a new plant is not a recommended or realistic path.

10. Should L&W hold off on any sewer projects? **Yes, but only major construction.** Basic maintenance and updates to the system to comply with OJRSA consent order requirements as well as other system support should continue as necessary to maintain the system in good utility condition. All other members should conform to this advice.

## Oconee County

No formal questions were submitted or received, as staff indicated the County's questions have been addressed in the foregoing.



## Finance & Administration Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

November 25, 2025 at 9:00 AM

*OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at [www.youtube.com/@OconeeJRSA](http://www.youtube.com/@OconeeJRSA) (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at [info@ojrsa.org](mailto:info@ojrsa.org). Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.*

### Agenda

- A. Call to Order** – Celia Myers, Committee Chair
- B. Public Session** – Receive comments relating to topics on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- C. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
  - Update on current projects (Exhibit A) – Chris Eleazer, Director
- D. Committee Action Items**
  - Review October and Year-to-Date Financial Reports (Exhibit B) – Chris Eleazer, Director and Lynn Stephens, Secretary/Treasurer and Office Manager
- E. Action Items to Recommend to the Board for Consideration**
  1. Approve FY 2026 Supplemental Budget #2 (Exhibit C) – Chris Eleazer, Director
  2. Approve 2026 OJRSA Board and Committee meeting schedule (Exhibit D) – Chris Eleazer, Director
- F. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
  - Miscellaneous *(if any)*
- G. Committee Members' Discussion** – Led by Celia Myers, Committee Chair  
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- H. Adjourn**

### Upcoming Meetings

*All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*

- Board of Commissioners – December 1, 2025 at 2:00 PM *Note special meeting time*
- Reconstitution Committee and Executive Committee – December 11, 2025 at 9:00 AM
- Finance & Administration Committee – December 16, 2025 at 9:00 AM
- Operations & Planning Committee – December 18, 2025 at 8:30 AM

FY2026 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/21/2025 11:34

Row #	FY 2026 O&M Project (Project # (if applicable); PM) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Approx % Complete	Anticipated Completion	PO/Contract Amount (\$)	O&M PROJECT MILESTONES				Obligated/ Spent (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	
					Bids/RFQ/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed				
1	<b>Consent Order 21-025-W Project: Biannual Compliance Report (CE)</b>	100%	11/8/2025	0	Internal Project	Internal Project	N/A	11/7/2025	0	0	N/A	
2	<b>Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)</b>	N/A	TBD	N/A	N/A	N/A	7/15/2025		0	0	N/A	
3	<b>Completion of Development Guide (AM)</b>	5%	12/31/2025	N/A	Internal Project	Internal Project	9/10/2024		0	0	N/A	
4	<b>Development Policy Revision (CE)</b>	70%	10/6/2025	N/A	Internal Project	Internal Project	9/24/2024		0	0	N/A	
5	<b>Indefinite Delivery Contract for Engineering Services (CE)</b>	50%	10/6/2025	N/A	10/10/2025				0	0	N/A. Projects to be assigned to depts.	
6	<b>Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)</b>	60%	10/31/2025	12,650	Prof Svcs	8/12/2025	9/22/2025		0	12,650	Admin: Safety 501-02370	
7	<b>CMMS &amp; Financial Software System Upgrade (CE)</b>	5%	6/30/2026	TBD	7/3/2025				0	0	Admin Services 501-02420	
8	<b>Comprehensive Sewer Management Plan <del>Project #2026-04</del> (KL)</b>	0%	5/31/2026	49,999	Proj #2026-04 Prof Svcs	10/2/2025			761	49,238	Con Sys: Prof Svcs 601-02430	
9	<b>Evaluate Perkins PS &amp; Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)</b>	0%	10/1/2025	TBD	IDC Engineer				0	0	Con Sys: Prof Svcs 601-02430	
10	<b>Field Data Collection for Hydraulic Model Verification (KL)</b>	5%	12/31/2025	TBD	Prof Svcs				0	0	Con Sys: Prof Svcs 601-02430	
11	<b>Coneross PS Rotating Assembly for Pumps #4 &amp; #5 (EP)</b>	0%	TBD	TBD					0	0	Con Sys: R&M COS-PS 601-05030	
12	<b>Martin PS Motor Base Restraint System (#2 of 3) (EP)</b>	0%	12/30/2025	35,753	Sole Source 8/4/2025	8/11/2025			35,753	0	Conv Sys R&M: MAS2-PS 601-05100	
13	<b>Martin PS Aeration Motor Install (crane needed) (EP)</b>	0%	11/30/2025	TBD					0	0	Conv Sys: Equip Rent 601-02540	
14	<b>NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL)</b>	100%	10/31/2025	3,500	NPDES: 4/19/22 PAA: 4/1/22	NPDES: 8/22/22 PAA: 8/1/22	NPDES: 7/1/22 PAA: 8/2/22	NPDES: 10/31/25 PAA: 10/28/25	0	3,500	WRF: Prof Svcs 701-02430	
15	<b>CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)</b>	10%	3/31/2026	14,000	ENG: 8/27/2025	ENG: 8/27/2025	ENG: 9/15/2025		0	14,000	WRF: R&M 701-03000	
16	<b>Headworks Flow Pulse and Flow Channel Sensor Install (JM)</b>	80%	8/30/2025 9/25/2025	TBD	8/4/2025	8/12/2025	9/11/2025		0	0	WRF: R&M 701-03000	
17	<b><del>Project #2026-02 General Water Reclamation Facility-Installation Projects (JM, KL)</del> CANCELED</b>	CANCELED	5/31/2026	TBD	8/13/2025	CANCELED 9/26/2025			0	0	WRF: R&M 701-03000	
18	<b>EMERGENCY REPAIR Final Clarifier #3 (KL, JM)</b>	0%	6/30/2026	TBD	Equip: Install:	Equip: Install:			0	0	WRF: R&M 701-03000	
19	<b>Pretreatment Program Update (following NPDES permit issuance) (AM)</b>	10%	4/29/2026	24,500	6/4/2025	6/4/2025	7/1/2025		1,000	23,500	Pretreat: 801-02430 501-02440	
20	<b>Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)</b>	94%	SUB: 10/22/25 FIN: 11/21/25	140,000	RFB #2023-05	4/29/2024	2/3/2025		100,000	40,000	O&M CIP: Con Sys 1401-06071	
21	<b>Coneross &amp; Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)</b>	5%	2/28/2026	45,500	Prof Svcs	10/29/2025	11/19/2025		0	45,500	Con Sys: Prof Svcs 601-02430	
TOTAL AWARDED				325,902	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				137,514	188,388	TOTAL AWARDED BUDGET REMAINING	

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/21/2025 11:34

Row #	FY 2026 O&M Project (Project # (if applicable); PM) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Comp. Performing (and Project Mgr)	Notes
1	<b>Consent Order 21-025-W Project: Biannual Compliance Report (CE)</b>	OJRSA Chris Eleazer	<b>DUE TO SCDES EVERY SIX MONTHS.</b> Reports submitted: 11/14/21, 5/9/22, 11/10/22, 5/9/23, 11/9/23, 5/10/24, 11/8/24, 5/9/24. 11/7: Submitted to SCDES via ePermitting portal. <b>COMPLETE. Next report due 5/10/2026.</b>
2	<b>Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)</b>	Board of Commissioners	See "Agency Reconstitution" sheet to track progress.
3	<b>Completion of Development Guide (AM)</b>	OJRSA Chris Eleazer	8/5: A McCullough reviewing approx 15 dates. 8/13: Have received 22 draft documents from AM for consideration.
4	<b>Development Policy Revision (CE)</b>	OJRSA Chris Eleazer	
5	<b>Indefinite Delivery Contract for Engineering Services (CE)</b>	OJRSA Chris Eleazer	8/13: Sent to K Wunder for legal review. 8/22: K Wunder considering local preference options due to OJRSA employees having to commute to engineer's office periodically. May include this in the scoring criteria of RFQ. 10/21: Held presubmittal meeting. 11/12: Received 9 SOQs.
6	<b>Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)</b>	Life & Safety TBD	8/5: L&S setting up date to visit and will then provide pricing. 8/12: Scheduled to be performed in September. 9/1: Date set for last part of September. 9/24: Completed onsite assessment. 10/30: Engineer will update in next 2 weeks and L&S to return for labeling and training.
7	<b>CMMS &amp; Financial Software System Upgrade (CE)</b>	TBD	9/23: Preferred Firm to be presented to O&P for consideration. 10/6: Board approved contract negotiation with KCI/Trimble Unity Maintain (Cityworks). Contracts under review. 10/27: Received SSA revision from KCI, forwarded to Bryan Kelley for review. 11/18: Executed Trimble portion
8	<b>Comprehensive Sewer Management Plan <i>Project #2026-04</i> (KL)</b>	Ardurra Priya Verravalli	10/29: Reviewing available info and will schedule a kickoff meeting soon.
9	<b>Evaluate Perkins PS &amp; Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)</b>	TBD	Waiting on IDC.
10	<b>Field Data Collection for Hydraulic Model Verification (KL)</b>	GMC Hannah Ribelin	9/15: Have three manholes left to get depth data for. Still need to do vertical GPS. 10/21: KL spoke with Hannah to get GMC/Daniel to do GPS elevation. 11/4: Patrick Thackston with GMC told KL he will come and help with setup.
11	<b>Coneross PS Rotating Assembly for Pumps #4 &amp; #5 (EP)</b>	TBD	This is to be determined by the evaluation of Perkins PS & Coneross PS pumps to determine repair vs. replacement. 10/21: Cove Utility inspected. Check valves are inoperable. Estimate cost to replace valves and check valves is \$40,000.
12	<b>Martin PS Motor Base Restraint System (#2 of 3) (EP)</b>	Meco Keith Hall	7/14: KL has ordered this so it can be built. 10/21: Still being built.
13	<b>Martin PS Aeration Motor Install (crane needed) (EP)</b>	TBD	9/15: Crane company did not show for appointment. Everything else is ready. 10/21: Will meet with Campbell Crane soon. 11/4: Quote #1 for wire came in above \$5,000, so now need 3 quotes.
14	<b>NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL)</b>	Goldie Assoc Paul Lewis	9/10: Met with SCDES to consider OJRSA's comments. Waiting on their response. 10/21: New permit goes into effect 11/1. Waiting on Permit to Operate for PAA system. 10/28: Received Permit to Operate. <b>COMPLETE.</b>
15	<b>CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)</b>	Howard Engineering Amy Howard	8/27: A Howard approved for ~\$14,000 design. 9/15: BREC provided Howard their information. 10/21: AH sent all info. Mtg w/ BREC onsite next week. 800KW should power whole site (600KW need). 10/29: A Howard onsite to evaluate. 90% plans will be available w/in next 2 weeks.
16	<b>Headworks Flow Pulse and Flow Channel Sensor Install (JM)</b>	Davis Power Paul Davis	7/14: KL coordinating with Paul Davis. Items have been purchased. 8/5: Received quotes. 9/1: Paul Davis is scheduling work. 9/11: Installation complete. Now need to connect to SCADA. 10/21: Controller was bad. Waiting on new controller.
17	<del><b>Project #2026-02 General Water Reclamation Facility Installation Projects (JM, KL)</b></del> <b>CANCELED</b>	TBD	8/7: Sent draft RFB to B Kelley for legal review as required by procurement code. 8/12: Received copy from BK. 8/13: Advertised RFB. Bids due 10/1. <b>9/26: CANCELED BID DUE TO EMERGENCY REPAIR NEEDED ON FINAL CLARIFIER #3.</b>
18	<b>EMERGENCY REPAIR Final Clarifier #3 (KL, JM)</b>	TBD	11/4: Spoke w/ Heyward and told them we need quote. CE sent email to C Carlson giving the 5 days to get us quote. 11/20: O&P Comm approved for equipment purchase agreement to go to board for consideration.
19	<b>Pretreatment Program Update (following NPDES permit issuance) (AM)</b>	Goldie Assoc Sonya Harrison	10/27/2025: We have 180 days from first date of permit (11/1/2025) to get this to SCDES. It is currently being worked on by consultant.
20	<b>Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)</b>	GMC Daniel Mosher	<b>\$80,000 carryforward from FY2025. Obligated/Spent column includes costs from FY2025. Reimbursable by Fountain Residential Properties LLC per agreement.</b> 11/8: Pressure testing soon, hope for substantial completion in next week or so. 11/12: Pressure test scheduled for today. It passed.
21	<b>Coneross &amp; Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)</b>	KCI Steve Barbian	11/19: Held project kickoff meeting.

FY2026 RECONSTITUTION TASKS

TASKS MAY CARRY ACROSS BUDGET YEARS

Row #	Agency Reconstitution Tasks as Stated in the OJRSA Reorganization Recommendations Accepted by OJRSA Board on July 15, 2025	Target Date <sup>^</sup> (Time Following Acceptance)	Approx % Complete	Task Manager	Started	Completed	Notes
1	Current Board will dissolve the current Ad Hoc Committee and establish the Implementation Committee ("Reconstitution Committee") for further implementation oversight.	8/29/2025 (45 days)	100%	OJRSA Board	7/15/2025	8/4/2025	7/15/2025: Current committee dissolved during called board meeting. 8/4: New Committee established. Includes: A Brock (County), K Bronson (Westminster), C Eleazer (OJRSA), S Moulder (Seneca), C Myers (Walhalla), C Bentley (ACOG), A Mettlen, K Amidon, J Jones, L Flynn. <b>COMPLETE.</b>
2	Adopt the timeline and accept the dates are targets that the committee will try to maintain progress towards, acknowledging that things may come up and require adjustments.	N/A	100%	Committee	8/14/2025	8/14/2025	8/14/2025: The acceptance of timeline was a committee-led decision. <b>COMPLETE.</b>
3	Legislative revisions to the Joint Authority Water and Sewer Systems Act ("Act") will be finalized and provided to the Oconee County Delegation. Consultation shall be made with the Delegation on whether lobbyist support will be needed.	8/29/2025 (45 days)	90%	Committee	9/22/2025		9/11/2025: K Bronson asked OJRSA to schedule meeting with Oconee County Delegation to discuss. 9/12: C Eleazer reached out to Sen. Alexander for consideration. 9/16: Decided to meet with delegation members individually. 9/22: Met with Sen. Alexander and provided him with draft version of JAWSS amendments. 11/3: Sent Sen. Alexander follow up email to see if he had an update on filing the legislation or to see if he had questions. 11/6: Spoke w/ Sen. Alexander. He has others reviewing the proposed Act.
4	Reconstitution Committee will provide <u>quarterly updates</u> to the SCRIA, the current Board, and Oconee County on the progress of the implementation of the initial recommendations.	9/30/2025 (quarterly)	100%	OJRSA Staff Member per 8/14/2025 vote	10/9/2025	Report #1: 10/13/2025	<b>DUE TO SCRIA EVERY THREE MONTHS.</b> Reports submitted: 10/13/2025. <b>Next report due 01/14/2026.</b>
5	Resolutions of support for consolidation/OJRSA reorganization will be provided to and adopted by each governing body affected by the recommendation, including: OJRSA, Seneca, Walhalla, Westminster, West Union, & Oconee County.	10/13/2025 (90 days)	67%	Officials of OJRSA, Cities/Town, & County	8/21/2025		8/21/2025: L Flynn sent draft resolutions to committee members. C Eleazer forwarded copy to West Union and spoke with Mayor Oliver by phone about it. 8/26: Seneca council approved. 9/8: OJRSA Board approved. 9/9: Westminster council approved. 9/8: West Union considered but decided they need more info. 9/11: C Myers mentioned Walhalla to consider next week and A Brock stated Oconee County to consider in October. 9/16: Walhalla approved. County and West Union still remaining. 10/6: A Brock said it will be on 10/21 agenda. Wanted to keep 10/7 agenda a little lighter since both she and Council Chair Durham were both off that day.
6	Consultants shall be engaged and the process of a collection system <u>technical evaluation</u> and <u>financial valuation</u> will be initiated, including the identification of potential funding for effort and immediate rehabilitation projects that may be identified or current CIP. Additionally, a <u>rate consultant</u> will be engaged.	11/12/2025 (120 days)	0%				9/17/2025: Corrective Action Plan submittals and CIPs for each system returned to cities requesting updates, if any, by 9/24. 10/9: No updates submitted to facilitators. Additional request to send A Mettlen updates by next meeting (11/13). 11/13: Considered scopes and how to pay for studies during meeting.
7	Communication plan to be developed under the guidance of the Reconstitution Committee and provided to all entities involved.	11/12/2025 (120 days)	0%				
8	List of recommendations for the initial commissioners for the New Commission will be provided to Delegation. (Within 60 days of approved changes to the Act*)	Estimate 8/31/2026 (as noted)	0%				
9	Complete the technical evaluation and financial valuation of the collection systems.	2/27/2027 (15 months)	0%				
10	Unified, equitable rate structure timeline will be provided as part of initial terms for collection system consolidation.	5/12/2027 (18 months)	0%				
11	Legal documents to transfer collection system assets to OJRSA to be executed, as well as all necessary reconstitution documents.	7/15/2027 (24 months)	0%				
12	If the legislative amendments have not be approved, plans for consolidation under the amended Act will be abandoned. Thereupon, the OJRSA will proceed to consolidate the member system and implement the reconstitution under the existing Act, with such process to be finalized by no later than 36 months. Additionally, all members shall be issued permits in compliance with the OJRSA Sewer Use Regulation and added as co-permittees under the NPDES permit, if consolidation for any member does not occur.	8/16/2027 (25 months)	0%				
13	Finalize consolidation and associated activities	7/17/2028 (36 months)	0%				

<sup>^</sup> As noted in Exhibit A of the "OJRSA Reorganization Recommendations," the implementation schedule is to began when the OJRSA Board of Commissioners accepted the report its July 15, 2025 called meeting.

\* Estimated to be July/August 2026.

FY2026 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/21/2025 11:34

Row #	Restricted Fund Projects (Project Manager)	OJRSA Project #	Approx % Complete	Anticipated Completion	OJRSA Funding Amount (\$)	Max Funding by Others (\$)	PO/Contract Amount (\$)	RESTRICTED FUND PROJECT MILESTONES				Obligated/ Spent Curr + Prev Years (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	Comp. Performing (and Project Mgr)
								Bids/RFO/etc. Issue/Advertised	PO/Contract Signed	Started Work	Completed				
A	I-85 Corridor Phase II See below (CE)	2019-XX and 2023-06	91%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	RO&M: CIP 1401-06050	Varies. See Below
	Engineering and Inspection Services COUNTY FUNDED		99%	10/31/2024	0	480,850	480,850	Inherited from Oconee Co	5/4/2023	5/4/2023		439,597	41,253	RO&M: Prof Svcs 1301-02430	Davis & Floyd Travis Dupree
	Construction EDA/RIA/COUNTY FUNDED		100%	10/31/2024	0	12,311,447	11,687,329	9/27/2022	3/23/2023	6/1/2023	2/4/2025	11,687,329	(0)	RO&M: CIP 1401-06050	Moorhead Construct Kevin Moorhead
	Engineering for Creek Stabilization & Welcome Center Waterline		7%	TBD	0	78,650	78,650	EJCDC Contract Amend #3	2/20/2025			0	78,650	RO&M: CIP 1401-06050	Davis & Floyd Travis Dupree
B	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	CY 2022	100%	11/1/2024	0	0	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	Sometime in 2022	8/29/2025	0	0	TBD	Thomas & Hutton Lee Brackett
C	Dewatering Equipment Replacement at WRF See below (JM, KL)	2024-06	25%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	PROJ & CONT 1501-09011	Varies. See Below
	Design, Construction Admin, and Inspection SCIIP MATCH		75%	PHASE II 6/30/2026	440,300	0	440,300	9/15/2023	12/19/2023	1/11/2024		307,352	132,948	PROJ & CONT 1501-09011	KCI Technologies Tom Vollmar
	Construction SCIIP GRANT		5%	PHASE II 6/30/2026	0	4,216,749	4,147,936	3/22/2024	7/30/2024	7/26/2024		294,323	3,853,613	PROJ & CONT 1501-09011	Harper GC Justin Jones
D	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) See below (CE, KL)	2024-08	15%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	PROJ & CONT 1501-09009	Varies. See Below
	Engineering SCIIP MATCH		75%	9/29/2025	584,500	0	557,000	N/A	9/15/2023	10/3/2023		363,975	193,025	PROJ & CONT 1501-09009	Ardurra Priya Verravalli
	Manhole Resiliency Plan: Project 1c SCIIP MATCH		3%	9/30/2025	87,500	0	87,500	N/A	4/21/2025	4/21/2025		16,200	71,300	PROJ & CONT 1501-09009	Ardurra Priya Verravalli
	Construction/Rehabilitation SCIIP GRANT		75%	SC: 9/18/2025 FC: 10/23/2025	0	4,061,570	4,061,570	8/14/2024	11/20/2024	1/27/2025		215,142	3,846,429	PROJ & CONT 1501-09009	Bio-Nomic Services Buck Stevenson
E	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report (CE)	2025-03	100%	3/31/2025	141,000	0	141,000	Consent Order Prof Svcs	9/30/2024			141,000	0	PROJ & CONT 1501-09012	Ardurra Priya Verravalli
F	CONSENT ORDER Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 (KL)	2026-05	5%	11/15/2025	31,500	0	31,500	Prof Svcs	8/12/2025			4,471	27,029	PROJ & CONT 1501-09014	Ardurra Priya Verravalli
G	Consent Order Speeds Creek FM Replacement Engineering Design & Easements Only (CE)	2025-TBD	0%	TBD	TBD	0	TBD	IDC Engineer				0	0	PROJ & CONT 1501-09015	TBD
					1,284,800	8,278,319	9,466,806	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:				1,342,463	8,124,343	TOTAL AWARDED BUDGET REMAINING	

FY2026 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/21/2025 11:34

Row #	Restricted Fund Projects (Project Manager)	Notes
A	I-85 Corridor Phase II See below (CE)	7/21: Spoke with J Reynolds about grass not growing on Phase II project along interstate, he said he'll call contractor because it is a warranty item and we need the grass to stabilize the site. SCDES will hold us accountable for any offsite impact due to erosion. JR sent Moorhead an email same day.
	Engineering and Inspection Services COUNTY FUNDED	7/25: Received GIS info from R Love. Forwarded to D Gant for review 7/28. Still need to locate/GPS service cleanout at SC59/Fairplay Blvd and shoot elevations of manhole rim/grade elevations. 8/4: Locate clamp received. Waiting for GPR training to be scheduled. 8/6: Moorhead acknowledged by email that additional stabilization is required. Likely to be performed in September. 8/21: Put on backburner a little by D&F due to their work on SCIP.
	Construction EDA/RIA/COUNTY FUNDED	9/8: R Love is coordinating with GeoTrack on design assumptions for the embankment design. 10/21: Travis Dupree working on two alternatives for streambank--culvert system and bridge. Expect tech memo soon. 10/21: Received draft of memo for review. 11/3: Received plans for waterline and creek crossing to review. Sent to KL, MM, and JW.
	Engineering for Creek Stabilization & Welcome Center Waterline	
B	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	11/4: Phil Shirley, interim Oconee County Admin, mentioned SCDOT will not allow sewer under pavement. 11/19: P Shirley/county council requested a letter to SCDOT with justification for the sewer line to be installed beneath asphalt. CE asked him to have T&H provide draft for OJRSA to modify.
C	Dewatering Equipment Replacement at WRF See below (JM, KL)	1/6/2025: Received 90% plans, Jackson Electric visited site to assess. 1/22: Received SCDES construction permit application payment request of \$550.
	Design, Construction Admin, and Inspection SCIP MATCH	2/4: Board approved contracts. Signed, submitted stormwater permit application. 3/10: Received feedback from SCRIA on contract. KCI will need to oversee a few items and respond. 3/28: Received final contract as approved by RIA for signature. Barbian asked Harper to sign then forward for OJRSA signature. 4/17: Signed contract. 7/25: Looking at November mobilization. Looking at substantial completion in mid-July 2026. 9/15: Continuing to work on electrical. 10/2: Harper will apply for building permits soon.
	Construction SCIP GRANT	
D	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) See below (CE, KL)	PO/Contract Amount includes \$700,000 owner contingency 9/15: Contractor update--3,204 LF relining and 59 manhole rehabs remain. Lining completion on 9/22 and manholes to be completed by 10/9. Lining samples to be completed by 10/20 and manhole samples by 11/3. They did not receive any sample results last week.
	Engineering SCIP MATCH	9/22: BNS reported 2 lining shots done last week and 2 remaining. Completed 9 manholes last week and have 49 remaining. Provided new schedule with final completion of 11/3. Estimate 75% complete. 10/6: Culy will start back up manhole rehab tomorrow, 47 remaining. R/W restoration to continue. They need to review KL's comments regarding overflow. 10/6: Board approved additional \$159,000 for Ardurra to administer additional manhole rehab work. 10/14: Ardurra scheduling a site visit at Cross Creek next week. 10/29: CIPP lining complete (~20,496 LF) and testing underway. Have 3 crews on job, will have 5 crews working soon. Goal is for all field work by Thanksgiving and substantial completion by end of December. Received S&ME geotech eval and recommendation report. Will not perform Manhole Resilience Plan due to time constraints and will instead use SCIP money for manhole rehab as already approved by board. 11/17: Work for substantial completion appears to be 11/11 per Gantt chart received today (manhole spray cement on Emegency Ln and Freeman St) with final completion the following week. Not sure if
	Manhole Resiliency Plan: Project 1c SCIP MATCH	
	Construction/Rehabilitation SCIP GRANT	
E	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report (CE)	5/5: Received draft report to review. 6/2: Provided comments to Priya. 7/24: Received final report. COMPLETE.
F	CONSENT ORDER Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 (KL)	Review CCTV for 9,525 LF of 30" and 36" RCP and 29 manhole inspections to develop list of defects for design of sewer rehab. 8/15: Engineer confirmed receipt of data (delivered a few months ago). They are verifying all information. 10/29: Engineer working on review and report.
G	Consent Order Speeds Creek FM Replacement Engineering Design & Easements Only (CE)	CONSENT ORDER ITEM 7/15/2024: As identified in the 20 Year Master Plan, this force main should be replaced with similar sized pipe. 8/5: Waiting on IDC engineer.

**010 OJRSA FUND  
004 REVENUE  
00401 REVENUE**

**Revenue Report**

Oconee Joint Rsa  
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**Level 4 Summary for October 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Current Pd Revenue	Curr Pct	Year To Date Revenue	YTD Pct	Budget Balance
010 OJRSA FUND								
004 REVENUE								
00401 REVENUE								
01790 UNRESTRICTED INTEREST	\$25,000.00	\$0.00	\$25,000.00	\$9,081.38	36	\$42,082.83	168	(\$17,082.83)
01830 HAULED WASTE SVCES	\$213,502.00	\$0.00	\$213,502.00	\$21,050.00	10	\$83,145.00	39	\$130,357.00
01840 OTHER REVENUE	\$41,269.00	\$0.00	\$41,269.00	\$23,957.92	58	\$206,096.33	499	(\$164,827.33)
01880 CAPACITY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
01910 USER FEES	\$6,128,172.00	\$0.00	\$6,128,172.00	\$527,913.34	9	\$2,015,428.58	33	\$4,112,743.42
<b>Total Revenue</b>	<b>\$6,407,943.00</b>	<b>\$0.00</b>	<b>\$6,407,943.00</b>	<b>\$582,002.64</b>	<b>9</b>	<b>\$2,346,752.74</b>	<b>37</b>	<b>\$4,061,190.26</b>
00801 PRETREATMENT								
01850 INDUSTRIES	\$190,278.00	\$0.00	\$190,278.00	\$9,771.98	5	\$53,336.57	28	\$136,941.43
<b>Total Pretreatment</b>	<b>\$190,278.00</b>	<b>\$0.00</b>	<b>\$190,278.00</b>	<b>\$9,771.98</b>	<b>5</b>	<b>\$53,336.57</b>	<b>28</b>	<b>\$136,941.43</b>
01001 RETAIL IMPACT FEE FUND								
01880 CAPACITY FEES	\$5,000.00	\$0.00	\$5,000.00	\$0.00	0	\$0.00	0	\$5,000.00
<b>Total Retail Impact Fee Fund</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$5,000.00</b>
01101 WHOLESALE IMPACT FEE FUND								
01780 RESTRICTED INTEREST	\$100,000.00	\$0.00	\$100,000.00	\$23,102.50	23	\$80,948.67	81	\$19,051.33
01880 CAPACITY FEES	\$800,000.00	\$0.00	\$800,000.00	\$34,156.00	4	\$85,002.06	11	\$714,997.94
01930 UNUSED CAPACITY FEES	\$76,000.00	\$0.00	\$76,000.00	\$1,203.83	2	\$31,995.45	42	\$44,004.55
<b>Total Wholesale Impact Fee Fund</b>	<b>\$976,000.00</b>	<b>\$0.00</b>	<b>\$976,000.00</b>	<b>\$58,462.33</b>	<b>6</b>	<b>\$197,946.18</b>	<b>20</b>	<b>\$778,053.82</b>
01201 CONTRACT OPERATIONS								
01900 INTERGOV. REIMBURSEMENT	\$50,491.00	\$0.00	\$50,491.00	\$0.00	0	\$57,120.60	113	(\$6,629.60)
<b>Total Contract Operations</b>	<b>\$50,491.00</b>	<b>\$0.00</b>	<b>\$50,491.00</b>	<b>\$0.00</b>	<b>0</b>	<b>\$57,120.60</b>	<b>113</b>	<b>(\$6,629.60)</b>
01301 RETAIL SERVICES								
01780 RESTRICTED INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,892.42	0	(\$5,892.42)
01900 INTERGOV. REIMBURSEMENT	\$105,534.00	\$0.00	\$105,534.00	\$0.00	0	\$10,659.58	10	\$94,874.42
01910 USER FEES	\$269.00	\$0.00	\$269.00	\$5,117.56	1902	\$10,570.40	3930	(\$10,301.40)
<b>Total Retail Services</b>	<b>\$105,803.00</b>	<b>\$0.00</b>	<b>\$105,803.00</b>	<b>\$5,117.56</b>	<b>5</b>	<b>\$27,122.40</b>	<b>26</b>	<b>\$78,680.60</b>
01501 CONTINGENCY FUND								
01822 GRANTS - PROJS & CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
01840 OTHER REVENUE	\$7,773,098.00	\$0.00	\$7,773,098.00	\$0.00	0	\$24,244.47	0	\$7,748,853.53
<b>Total Contingency Fund</b>	<b>\$7,773,098.00</b>	<b>\$0.00</b>	<b>\$7,773,098.00</b>	<b>\$0.00</b>	<b>0</b>	<b>\$24,244.47</b>	<b>0</b>	<b>\$7,748,853.53</b>
<b>Total REVENUE</b>	<b>\$15,508,613.00</b>	<b>\$0.00</b>	<b>\$15,508,613.00</b>	<b>\$655,354.51</b>	<b>4</b>	<b>\$2,706,522.96</b>	<b>17</b>	<b>\$12,802,090.04</b>
<b>Total OJRSA FUND</b>	<b>\$15,508,613.00</b>	<b>\$0.00</b>	<b>\$15,508,613.00</b>	<b>\$655,354.51</b>	<b>4</b>	<b>\$2,706,522.96</b>	<b>17</b>	<b>\$12,802,090.04</b>
<b>TOTAL ALL FUNDS</b>	<b>\$15,508,613.00</b>	<b>\$0.00</b>	<b>\$15,508,613.00</b>	<b>\$655,354.51</b>	<b>4</b>	<b>\$2,706,522.96</b>	<b>17</b>	<b>\$12,802,090.04</b>

010 OJRSA FUND  
 005 EXPENSES  
 00501 ADMINISTRATION

### Expenditure Report

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#### Level 4 Summary for October 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
010 OJRSA FUND									
005 EXPENSES									
00501 ADMINISTRATION									
01140 100% DEPRECIATION EXPENSE	\$1,238,863.00	\$0.00	\$1,238,863.00	8	\$412,954.32	33	\$0.00	\$825,908.68	67
01300 PAYROLL: SALARIES	\$1,331,852.00	\$0.00	\$1,331,852.00	7	\$393,963.87	30	\$0.00	\$937,888.13	70
01310 OVERTIME	\$35,892.00	\$0.00	\$35,892.00	9	\$13,276.87	37	\$0.00	\$22,615.13	63
01350 PAYROLL: FICA/MEDICARE WH	\$110,941.00	\$0.00	\$110,941.00	7	\$32,600.95	29	\$0.00	\$78,340.05	71
01380 PAYROLL: RETIREMENT	\$253,853.00	\$0.00	\$253,853.00	7	\$73,114.67	29	\$0.00	\$180,738.33	71
02200 COMMISSIONER EXPENSES	\$13,140.00	\$0.00	\$13,140.00	9	\$3,780.00	29	\$0.00	\$9,360.00	71
02220 GROUP INSURANCE	\$264,245.00	\$0.00	\$264,245.00	16	\$105,510.45	40	\$0.00	\$158,734.55	60
02250 INSURANCE-PROPERTY/GENERAL	\$109,186.00	\$0.00	\$109,186.00	0	\$910.90	1	\$0.00	\$108,275.10	99
02260 EMPLOYEE WELLNESS	\$34,987.00	\$0.00	\$34,987.00	11	\$8,768.38	25	\$0.00	\$26,218.62	75
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$47,668.00	\$0.00	\$47,668.00	9	\$20,321.22	43	\$0.00	\$27,346.78	57
02320 EVENTS & MEETING EXPENSES	\$4,400.00	\$0.00	\$4,400.00	5	\$1,471.28	33	\$0.00	\$2,928.72	67
02370 SAFETY	\$50,355.00	\$0.00	\$50,355.00	1	\$9,321.28	19	\$6,063.53	\$34,970.19	69
02380 OFFICE SUPPLIES	\$298,788.00	\$0.00	\$298,788.00	2	\$28,496.13	10	\$0.00	\$270,291.87	90
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$16,500.00	\$0.00	\$16,500.00	8	\$5,216.61	32	\$0.00	\$11,283.39	68
02420 ADMINISTRATION SERVICES	\$280,413.00	\$0.00	\$280,413.00	24	\$158,920.70	57	\$0.00	\$121,492.30	43
02440 O&M CONTINGENCY	\$250,000.00	\$0.00	\$250,000.00	0	\$0.00	0	\$0.00	\$250,000.00	100
02530 R&M: VEHICLES/TRAILERS/EQUIP	\$116,000.00	\$0.00	\$116,000.00	7	\$30,059.25	26	(\$1,152.94)	\$87,093.69	75
02560 FEES & PENALTIES	\$4,339.00	\$0.00	\$4,339.00	64	\$3,451.11	80	\$0.00	\$887.89	20
02590 ROLLING STOCK & EQUIPMENT	\$84,000.00	\$0.00	\$84,000.00	0	\$80,607.00	96	\$0.00	\$3,393.00	4
<b>Total Administration</b>	<b>\$4,545,422.00</b>	<b>\$0.00</b>	<b>\$4,545,422.00</b>	<b>8</b>	<b>\$1,382,744.99</b>	<b>30</b>	<b>\$4,910.59</b>	<b>\$3,157,766.42</b>	<b>69</b>
00601 CONVEYANCE SYSTEM									
02400 SUPPLIES/TOOLS	\$57,342.00	\$0.00	\$57,342.00	1	\$47,891.85	84	\$583.92	\$8,866.23	15
02411 TECHNOLOGY: SCADA	\$22,043.00	\$0.00	\$22,043.00	17	\$3,705.00	17	\$0.00	\$18,338.00	83
02430 SERVICES: PROFESSIONAL/CONSULT	\$142,556.00	\$0.00	\$142,556.00	2	\$69,262.75	49	\$0.00	\$73,293.25	51
02450 CHEMICALS: SODIUM HYPOCHLORITE	\$26,061.00	\$0.00	\$26,061.00	0	\$9,919.48	38	\$3,324.16	\$12,817.36	49
02455 CHEMICALS: HERBICIDE/PESTICIDE	\$2,000.00	\$0.00	\$2,000.00	0	\$781.62	39	\$0.00	\$1,218.38	61
02490 ELECTRICITY	\$279,840.00	\$0.00	\$279,840.00	7	\$84,979.32	30	\$0.00	\$194,860.68	70
02500 WATER	\$11,130.00	\$0.00	\$11,130.00	5	\$4,041.63	36	\$0.00	\$7,088.37	64
02540 EQUIPMENT RENTALS	\$15,000.00	\$0.00	\$15,000.00	9	\$3,452.36	23	\$0.00	\$11,547.64	77
02550 BUILDINGS & GROUNDS	\$6,000.00	\$0.00	\$6,000.00	1	\$101.44	2	(\$65.44)	\$5,964.00	99
02590 ROLLING STOCK & EQUIPMENT	\$32,025.00	\$0.00	\$32,025.00	0	\$31,621.09	99	\$0.00	\$403.91	1
04030 FLOW MONITOR STAS: RICHLAND	\$0.00	\$0.00	\$0.00	0	\$8,563.74	0	\$2,081.40	(\$10,645.14)	0
05000 PUMP STATIONS	\$225,410.00	\$0.00	\$225,410.00	3	\$28,281.83	13	\$708.53	\$196,419.64	87
05010 PUMP STATIONS: CANE PS	\$0.00	\$0.00	\$0.00	0	\$4,850.00	0	\$0.00	(\$4,850.00)	0
05020 PUMP STATIONS: CHOESTOEA PS	\$0.00	\$0.00	\$0.00	0	\$510.78	0	\$0.00	(\$510.78)	0
05040 PUMP STATIONS: CRYOVAC PS	\$0.00	\$0.00	\$0.00	0	\$231.04	0	\$0.00	(\$231.04)	0
05080 PUMP STATIONS: HALFWAY BR PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$1,025.00	(\$1,025.00)	0
05100 PUMP STATIONS: MARTIN CREEK PS	\$0.00	\$0.00	\$0.00	0	\$309.38	0	\$0.00	(\$309.38)	0
05110 PUMP STATIONS: MILLBROOK PS	\$0.00	\$0.00	\$0.00	0	\$152.54	0	\$0.00	(\$152.54)	0

010 OJRSA FUND  
005 EXPENSES  
00601 CONVEYANCE SYSTEM

Oconee Joint Rsa  
Expenditure Report  
Level 4 Summary for October 2025

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
05140 PUMP STATIONS: SENECA PS	\$0.00	\$0.00	\$0.00	0	\$131.35	0	\$0.00	(\$131.35)	0
05150 PUMP STATIONS: SPEEDS PS	\$0.00	\$0.00	\$0.00	0	\$434.59	0	\$0.00	(\$434.59)	0
05230 GRAVITY SEWER & FORCE MAINS	\$145,000.00	\$0.00	\$145,000.00	9	\$32,148.15	22	\$4,842.86	\$108,008.99	74
<b>Total Conveyance System</b>	<b>\$964,407.00</b>	<b>\$0.00</b>	<b>\$964,407.00</b>	<b>6</b>	<b>\$331,369.94</b>	<b>34</b>	<b>\$12,500.43</b>	<b>\$620,536.63</b>	<b>64</b>
00701 WRF OPERATIONS									
02400 SUPPLIES/TOOLS	\$6,500.00	\$0.00	\$6,500.00	7	\$3,422.45	53	(\$156.95)	\$3,234.50	50
02411 TECHNOLOGY: SCADA	\$6,511.00	\$0.00	\$6,511.00	0	\$0.00	0	\$0.00	\$6,511.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$15,750.00	\$0.00	\$15,750.00	0	\$4,075.00	26	\$0.00	\$11,675.00	74
02451 CHEMICALS: CHLORINE	\$74,160.00	\$0.00	\$74,160.00	0	\$19,832.82	27	\$0.00	\$54,327.18	73
02452 CHEMICALS: POLYMER	\$66,000.00	\$0.00	\$66,000.00	6	\$16,557.31	25	\$0.00	\$49,442.69	75
02454 CHEMICALS: SODIUM BISULFITE	\$25,000.00	\$0.00	\$25,000.00	29	\$7,327.89	29	\$0.00	\$17,672.11	71
02457 CHEMICALS: OTHER	\$6,800.00	\$0.00	\$6,800.00	0	\$1,433.86	21	\$0.00	\$5,366.14	79
02470 GARBAGE	\$396.00	\$0.00	\$396.00	7	\$111.00	28	\$0.00	\$285.00	72
02480 NATURAL GAS	\$1,590.00	\$0.00	\$1,590.00	4	\$258.17	16	\$0.00	\$1,331.83	84
02490 ELECTRICITY	\$337,080.00	\$0.00	\$337,080.00	9	\$116,140.38	34	\$0.00	\$220,939.62	66
02500 WATER	\$5,300.00	\$0.00	\$5,300.00	0	\$4,317.12	81	\$0.00	\$982.88	19
02510 SLUDGE DISPOSAL	\$185,389.00	\$0.00	\$185,389.00	8	\$51,362.95	28	\$0.00	\$134,026.05	72
02540 EQUIPMENT RENTALS	\$5,000.00	\$0.00	\$5,000.00	0	\$0.00	0	\$360.93	\$4,639.07	93
02550 BUILDINGS & GROUNDS	\$17,900.00	\$0.00	\$17,900.00	9	\$2,471.40	14	\$355.12	\$15,073.48	84
02590 ROLLING STOCK & EQUIPMENT 03000	\$29,000.00	\$0.00	\$29,000.00	0	\$18,810.42	65	\$0.00	\$10,189.58	35
WATER RECLAMATION FACILITY <b>Total Wrf</b>	\$919,919.00	\$0.00	\$919,919.00	1	\$30,823.85	3	\$0.00	\$889,095.15	97
<b>Operations</b>	<b>\$1,702,295.00</b>	<b>\$0.00</b>	<b>\$1,702,295.00</b>	<b>4</b>	<b>\$276,944.62</b>	<b>16</b>	<b>\$559.10</b>	<b>\$1,424,791.28</b>	<b>84</b>
00801 PRETREATMENT									
01300 PAYROLL: SALARIES	\$82,469.00	\$0.00	\$82,469.00	8	\$28,423.96	34	\$0.00	\$54,045.04	66
01380 PAYROLL: RETIREMENT	\$15,306.00	\$0.00	\$15,306.00	8	\$5,232.93	34	\$0.00	\$10,073.07	66
02220 GROUP INSURANCE	\$8,347.00	\$0.00	\$8,347.00	16	\$3,402.25	41	\$0.00	\$4,944.75	59
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$4,110.00	\$0.00	\$4,110.00	16	\$1,305.99	32	\$0.00	\$2,804.01	68
02380 OFFICE SUPPLIES	\$4,500.00	\$0.00	\$4,500.00	0	\$167.76	4	\$0.00	\$4,332.24	96
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$1,335.00	\$0.00	\$1,335.00	3	\$217.43	16	\$0.00	\$1,117.57	84
02430 SERVICES: PROFESSIONAL/CONSULT	\$42,498.00	\$0.00	\$42,498.00	1	\$26,463.00	62	\$0.00	\$16,035.00	38
<b>Total Pretreatment</b>	<b>\$158,565.00</b>	<b>\$0.00</b>	<b>\$158,565.00</b>	<b>6</b>	<b>\$65,213.32</b>	<b>41</b>	<b>\$0.00</b>	<b>\$93,351.68</b>	<b>59</b>
00901 LABORATORY									
02400 SUPPLIES/TOOLS	\$6,200.00	\$0.00	\$6,200.00	6	\$3,565.33	58	\$0.00	\$2,634.67	42
02430 SERVICES: PROFESSIONAL/CONSULT	\$47,230.00	\$0.00	\$47,230.00	9	\$10,792.51	23	\$0.00	\$36,437.49	77
02456 CHEMICALS: LABORATORY	\$5,400.00	\$0.00	\$5,400.00	22	\$3,103.82	57	\$0.00	\$2,296.18	43
<b>Total Laboratory</b>	<b>\$58,830.00</b>	<b>\$0.00</b>	<b>\$58,830.00</b>	<b>10</b>	<b>\$17,461.66</b>	<b>30</b>	<b>\$0.00</b>	<b>\$41,368.34</b>	<b>70</b>

**010 OJRSA FUND**  
**005 EXPENSES**  
**01201 CONTRACT OPERATIONS**

**Oconee Joint Rsa**  
**Expenditure Report**  
**Level 4 Summary for October 2025**

Accounts	Budget Appropriation	Supplemental Appropriation	Adjusted Budget	Curr Pct	Year To Date Expenditures	YTD Pct	Encumbered Balance	Unencumbered Balance	Une Pct
01201 CONTRACT OPERATIONS									
02411 TECHNOLOGY: SCADA	\$2,202.00	\$0.00	\$2,202.00	0	\$0.00	0	\$0.00	\$2,202.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$5,100.00	\$0.00	\$5,100.00	0	\$100.00	2	\$0.00	\$5,000.00	98
02490 ELECTRICITY	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	(\$0.00)	0
02500 WATER	\$630.00	\$0.00	\$630.00	0	\$195.00	31	\$0.00	\$435.00	69
02521 FUEL: GENERATORS	\$500.00	\$0.00	\$500.00	0	\$0.00	0	\$0.00	\$500.00	100
02550 BUILDINGS & GROUNDS	\$500.00	\$0.00	\$500.00	0	\$0.00	0	\$0.00	\$500.00	100
05170 PUMP STATIONS: GCCP-PS	\$10,500.00	\$0.00	\$10,500.00	0	\$107.14	1	\$0.00	\$10,392.86	99
<b>Total Contract Operations</b>	<b>\$19,432.00</b>	<b>\$0.00</b>	<b>\$19,432.00</b>	<b>0</b>	<b>\$402.14</b>	<b>2</b>	<b>\$0.00</b>	<b>\$19,029.86</b>	<b>98</b>
01301 RETAIL SERVICES									
02400 SUPPLIES/TOOLS	\$500.00	\$0.00	\$500.00	0	\$0.00	0	\$0.00	\$500.00	100
02411 TECHNOLOGY: SCADA	\$1,370.00	\$0.00	\$1,370.00	0	\$0.00	0	\$0.00	\$1,370.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$93,337.00	\$0.00	\$93,337.00	1	\$14,257.00	15	\$0.00	\$79,080.00	85
02490 ELECTRICITY	\$8,820.00	\$0.00	\$8,820.00	16	\$2,984.17	34	\$0.00	\$5,835.83	66
02500 WATER	\$1,050.00	\$0.00	\$1,050.00	0	\$0.00	0	\$0.00	\$1,050.00	100
05000 PUMP STATIONS	\$725.00	\$0.00	\$725.00	0	\$0.00	0	\$0.00	\$725.00	100
<b>Total Retail Services</b>	<b>\$105,802.00</b>	<b>\$0.00</b>	<b>\$105,802.00</b>	<b>2</b>	<b>\$17,241.17</b>	<b>16</b>	<b>\$0.00</b>	<b>\$88,560.83</b>	<b>84</b>
01401 CAPITAL PROJECTS									
06050 SEWER SOUTH PHASE II	\$0.00	(\$1,783,376.00)	(\$1,783,376.00)	0	\$1,777,897.95	(100)	\$0.00	(\$3,561,273.95)	200
06071 SENECA PS & FM UPGRADE/SPEEDS	\$80,000.00	\$0.00	\$80,000.00	25	\$103,000.00	129	\$0.00	(\$23,000.00)	(29)
<b>Total Capital Projects</b>	<b>\$80,000.00</b>	<b>(\$1,783,376.00)</b>	<b>(\$1,703,376.00)</b>	<b>0</b>	<b>\$1,880,897.95</b>	<b>0</b>	<b>\$0.00</b>	<b>(\$3,584,273.95)</b>	<b>0</b>
01501 CONTINGENCY FUND									
00002 CONTINGENCY EXPENSES	\$8,556,158.00	\$0.00	\$8,556,158.00	0	\$0.00	0	\$0.00	\$8,556,158.00	100
09009 COLLECTION SYSTEM REHAB	\$0.00	(\$159,000.00)	(\$159,000.00)	0	\$150,547.20	(95)	\$0.00	(\$309,547.20)	195
09011 DEWATERING EQUIP REPLACEMENT	\$0.00	\$0.00	\$0.00	0	\$312,753.43	0	\$0.00	(\$312,753.43)	0
09014 MH1A-MH29 GRAVITY SEWER REHAB	\$0.00	\$0.00	\$0.00	0	\$4,471.00	0	\$0.00	(\$4,471.00)	0
<b>Total Contingency Fund</b>	<b>\$8,556,158.00</b>	<b>(\$159,000.00)</b>	<b>\$8,397,158.00</b>	<b>0</b>	<b>\$467,771.63</b>	<b>6</b>	<b>\$0.00</b>	<b>\$7,929,386.37</b>	<b>94</b>
<b>Total EXPENSES</b>	<b>\$16,190,911.00</b>	<b>(\$1,942,376.00)</b>	<b>\$14,248,535.00</b>	<b>4</b>	<b>\$4,440,047.42</b>	<b>31</b>	<b>\$17,970.12</b>	<b>\$9,790,517.46</b>	<b>69</b>
<b>Total OJRSA FUND</b>	<b>\$16,190,911.00</b>	<b>(\$1,942,376.00)</b>	<b>\$14,248,535.00</b>	<b>4</b>	<b>\$4,440,047.42</b>	<b>31</b>	<b>\$17,970.12</b>	<b>\$9,790,517.46</b>	<b>69</b>
<b>TOTAL ALL FUNDS</b>	<b>\$16,190,911.00</b>	<b>(\$1,942,376.00)</b>	<b>\$14,248,535.00</b>	<b>4</b>	<b>\$4,440,047.42</b>	<b>31</b>	<b>\$17,970.12</b>	<b>\$9,790,517.46</b>	<b>69</b>



## Fiscal Year 2026 Supplemental Budget #2

December 1, 2025 Board Meeting

OPERATIONS & MAINTENANCE FUND		Current (\$)	Incr/ Decr (\$)	Amended (\$)	Note
<b>O&amp;M FUND REVENUES</b>		<b>6,759,426</b>	<b>0</b>	<b>NO CHANGE</b>	
401/501/801/1201 Departments					
<b>O&amp;M FUND EXPENSES</b>		<b>6,759,426</b>	<b>0</b>	<b>NO CHANGE</b>	
101/201/501 Administration (not including depreciation)	Dept Total	3,775,898	0	NO CHANGE	
601 Conveyance System	Dept Total	964,406	0	NO CHANGE	
701 WRF Operations	Dept Total	1,702,295	0	NO CHANGE	
801 Pretreatment	Dept Total	158,565	0	NO CHANGE	
901 Laboratory	Dept Total	58,830	0	NO CHANGE	
1201 Contract Operations (I-85 Sewer)	Dept Total	19,432	0	NO CHANGE	
1401 O&M Capital Improvement Projects	Dept Total	80,000	0	NO CHANGE	

RESTRICTED AND OTHER FUNDS		Current (\$)	Incr/ Decr (\$)	Amended (\$)	Note
<b>FUND REVENUES</b>					
1001 RETAIL IMPACT FUND (RESTRICTED USE)		5,000	0	NO CHANGE	
1101 WHOLESALE IMPACT FUND (RESTRICTED USE)		976,000	0	NO CHANGE	
1301/1401 RETAIL OPERATIONS & MAINTENANCE FUND (UNRESTRICTED USE)		105,802	0	NO CHANGE	
1501 PROJECTS & CONTINGENCY FUND (RESTRICTED USE)		8,715,158	0	NO CHANGE	
<b>FUND EXPENSES</b>					
1001 RETAIL IMPACT FUND (RESTRICTED USE)		0	0	NO CHANGE	
1101 WHOLESALE IMPACT FUND (RESTRICTED USE)		0	0	NO CHANGE	
1301/1401 RETAIL OPERATIONS & MAINTENANCE FUND (UNRESTRICTED USE)		1,889,178	198,664	2,087,842	
1401-06050 Sewer South Phase II			198,664		[A]
1501 PROJECTS & CONTINGENCY FUND (RESTRICTED USE)		8,715,158	0	NO CHANGE	

**NOTES**

[A] Return of remaining funds to Oconee County following closeout of construction project. Revenues from county payments accounted for during previous fiscal years.



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## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Directors  
Oconee Joint Regional Sewer Authority  
Seneca, South Carolina

We have performed the procedures enumerated below on the accounting records for South Carolina Rural Infrastructure Authority Grant S-23-2067 for the grant period beginning February 23, 2023, and ending February 5, 2025. The management of Oconee Joint Regional Sewer Authority is responsible for the accounting records for South Carolina Rural Infrastructure Authority Grant S-23-2067 for the grant period beginning February 23, 2023, and ending February 5, 2025.

The Board of Directors of Oconee Joint Regional Sewer Authority has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in understanding Oconee Joint Regional Sewer accounting records for South Carolina Rural Infrastructure Authority Grant S-23-2067 for the grant period beginning February 23, 2023 and ending February 5, 2025. Additionally, the boards of directors of the Oconee Joint Regional Sewer Authority have agreed to and acknowledged that the procedures performed are appropriate for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We matched amounts in the spreadsheet (final—RO&M check Register) to receipts and invoices for the grant period beginning February 23, 2023, and ending February 5, 2025.
  2. We traced the balances from the final spreadsheet to the general ledger during the grant period beginning February 23, 2023, and ending February 5, 2025.
  3. **We recalculated the amount to be returned to Oconee County (\$1,982,039.70) by calculating the net of deposits and reimbursements for the period in the spreadsheet and subtracting the interest earned on the OJRSA investment and the late fee charged the county.**
- Refund of \$1,783,375.70 approved with Supplemental Budget #1.  
- Refund of additional \$198,664.00 to be considered with Supplemental Budget #2.  
- Total refund = \$1,982,039.70

No exceptions were found as a result of these procedures.

We were engaged by the Board of Directors of Oconee Joint Regional Sewer Authority to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an audit or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records for South Carolina Rural Infrastructure Authority Grant S-23-2067 for the grant period beginning February 23, 2023 and ending February 5, 2025. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Oconee Joint Regional Sewer Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the board of directors of the Oconee Joint Regional Sewer Authority and is not intended to be and should not be used by anyone other than these specified parties.

*Stancil Cooley Estep & Stamey, LLP*

Seneca, South Carolina  
October 31, 2025

## 2026 Schedule of OJRSA Public Meetings and Holidays

SC Code of Law Section 30-4-80(a) requires public bodies to publish all scheduled meetings at the beginning of each calendar year. Executive Committee, ad hoc committee(s), or other meetings may be scheduled during the year as necessary. **Meeting dates, times, and locations are subject to change or cancellation.** All meetings are held in the Lamar Bailes Board Room at the OJRSA Operations & Administration Building, 623 Return Church Road, Seneca, South Carolina unless otherwise noted below. Call the OJRSA at 864-972-3900 for updates.

**JANUARY**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**FEBRUARY**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

**MARCH**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**APRIL**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**MAY**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**JUNE**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**JULY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**AUGUST**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**SEPTEMBER**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14*	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**OCTOBER**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**NOVEMBER**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**DECEMBER**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15*	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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| <ul style="list-style-type: none"> <li><span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Board of Commissioners 4:00pm/Annual Members' Meeting 5:00pm. <i>Walhalla Depot, 211 South College Street, Walhalla</i></li> <li><span style="background-color: blue; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Board of Commissioners Meeting 4:00pm</li> <li><span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Finance &amp; Administration Committee Meeting 9:00am</li> <li><span style="background-color: green; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Operations &amp; Planning Committee Meeting 8:30am</li> </ul> | <ul style="list-style-type: none"> <li><span style="background-color: purple; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Board of Commissioners Meeting 2:00pm <i>DECEMBER ONLY</i></li> <li><span style="background-color: magenta; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> Reconstitution Committee 9:00am</li> <li><span style="background-color: red; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> OJRSA Holiday per Personnel Policy Manual (Office Closed)</li> </ul> |
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### Board and Committee Meetings

**Commissioners (4:00pm) & Annual Members' (5:00pm):** Jan 5 at *Walhalla Depot, 211 South College Street, Walhalla*

**Commissioners (4:00pm):** Jan 5, Feb 2, Mar 2, Apr 6, May 4, Jun 1, Jul 6, Aug 3, Sep 14\*, Oct 5, Nov 2

**Commissioners DECEMBER ONLY (2:00pm):** Dec 7

**Ad Hoc Reconstitution (9:00am):** Jan 8, Feb 12, Mar 12, Apr 9, May 14, Jun 11, Jul 9, Aug 13, Sep 10, Oct 8, Nov 12, Dec 10

**Finance & Administration (9:00am):** Jan 27, Feb 24, Mar 24, Apr 28, May 26, Jun 23, Jul 28, Aug 25, Sep 22, Oct 27, Nov 24, Dec 15\*

**Operations & Planning (8:30am):** Jan 15, Feb 19, Mar 19, Apr 16, May 21, Jun 18, Jul 16, Aug 20, Sep 17, Oct 15, Nov 19, Dec 17

\* Rescheduled due to holiday

### Holidays

- |                                      |                            |                                     |
|--------------------------------------|----------------------------|-------------------------------------|
| Jan 1     New Year's Day             | Jul 3     Independence Day | Nov 26,27     Thanksgiving Holidays |
| Jan 19     Martin Luther King Jr Day | Sep 7     Labor Day        | Dec 23,24,25     Christmas Holidays |
| May 25     Memorial Day              | Nov 11     Veterans Day    |                                     |



## OCONEE JOINT REGIONAL SEWER AUTHORITY

### Operations & Planning Committee

November 20, 2025

The Operations & Planning Committee meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 2 (Seneca): Scott Moulder (Committee Chairman)
- Seat 3 (Seneca): Scott McLane
- Seat 6 (Walhalla): Zane Thompson
- Seat 9 (Walhalla & Westminster): David Dial

Commissioners that were not present:

- None. All Commissioners were in attendance.

OJRSA appointments and staff present were:

- Lynn Stephens, Secretary/Treasurer to the Board and Office Manager
- Chris Eleazer, Executive Director
- Kyle Lindsay, Operations Director

Others present were:

- None.

**A) Call to Order** - Mr. Moulder called the meeting to order at 8:32 a.m.

**B) Public Session** – None.

**C) Presentation and Discussion Items:**

- **Update on Current Projects (Exhibit A)** – Mr. Eleazer stated that he and Mr. Lindsay meet every two (2) weeks to go over the sheet (Exhibit A), and everything is on track.

Mr. Eleazer said OJRSA has completed the arc flash assessment and is now waiting for the labeling system and training which is scheduled for the first part of December. This was last done in 2020 and must be done every five (5) years.

Mr. Dial asked the status of the Target project. Mr. Eleazer said he met with the developer and SC Department of Environmental Services (SCDES) personnel last Thursday. The original plan was approved back in September by the OJRSA and submitted to SCDES; SCDES denied it as it was only going to modify the construction permit to serve one (1) building (Target). Mr. Eleazer said he thought about adding one (1) other building to the request, and then it would be serving a public system. This idea was discussed, and a plan to use the Target building and one (1) other outparcel building in the modified construction permit was approved by SCDES. The paperwork is in the process now, and a draft copy of the fees was sent to the developer yesterday.

In addition, questions were answered about how the permitting process will be handled for future buildings in that development. The buildings will be permitted individually, and the permits will be submitted to SCDES. The OJRSA does not like handling permits this way as personnel must remember to submit the information to SCDES to add to the treatment plant's capacity checkbook; however, it was agreed to do it to make this project happen for Phase I of the project.

Mr. Dial asked if the developer paid their fees yet. Mr. Eleazer replied they did not; however, he just sent them the fee information yesterday.

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Mr. Eleazer also reported that the Oconee County Council has a plan, and even has a construction permit from SCDES, to extend the sewer line from Phase II up East Fairplay Boulevard to Exit 4. However, the SCDOT does not want to issue the county an encroachment permit to install the line underneath the asphalt; they want it on the shoulder of the road in the grassy area or on a private easement.

The OJRSA was asked to accept it in the roadway, presumably because there is not enough width of either side of the road due to other underground infrastructure to put it on the public right-of-way. The only other option is to obtain easements for private property which would take time to do and at an additional cost. Typically, the OJRSA does not like having sewer infrastructure in the middle of the roadway (due to having to create a detour to reroute around the affected area when construction or maintenance is performed on the line) area but agreed to it this time to make the project happen.

County Council requested Mr. Shirley reach out to the OJRSA to request a letter to be sent to SCDOT for approval in the roadway. The Director stated he emailed Mr. Shirley yesterday to make sure everything was captured in the letter to the SCDOT and asked him to give it to the county's engineer (Thomas & Hutton) to draft the letter for him. Mr. Eleazer stated he doesn't exactly know why the county wanted it in the roadway and wants the engineer to explain it.

**D) Action Items to Recommend to the Board for Consideration:**

- 1. Authorize the Executive Director to Execute the Encroachment Agreement with Central Electric Power Cooperative, Inc. as Detailed in Exhibit B** – Mr. Moulder said Central Electric Power Cooperative is looking for an easement over the Seneca rail site for Oconee County which will cross over the sewer line easement. They are asking for an encroachment agreement for that.

Mr. Eleazer added that the OJRSA had been working with them to get the proper language in the standard template agreement to make it fair to the OJRSA, as OJRSA had infrastructure already in place with the Davis Mill Road force main extension. The Director stated that OJRSA's attorney, Mr. Ryan Newton of Graybill, Lansche, & Vinzani, reviewed the agreement and provided the cover letter on Exhibit B. Pope Flynn Law Firm could not be used, as they also represent Central Electric.

Mr. Moulder asked if the poles were outside the right-of-way and that they were just looking for an aerial crossing; Mr. Eleazer said yes. Mr. Dial asked who Central Electric is; Mr. Moulder stated they are the long-distance transmission team for all the cooperatives around the state.

***Mr. Dial made a motion, seconded by Mr. McLane, to authorize the Executive Director to execute the encroachment agreement with Central Electric Power Cooperative. The motion carried.***

- 2. Authorize the Executive Director to Execute the Quotation and Standard Terms of Sale Agreement with Evoqua Water Technologies, LLC, in the Amount of \$470,462 Plus a 5% Contingency for the Sole Source Procurement of Replacement Equipment for Final Clarifier #3 (Exhibit C)** – Mr. Lindsay explained how the current final clarifier #3 is an Evoqua tank and clarifier. Evoqua designed the tank and clarifier; therefore, only their equipment can be installed into it. The tank would need to be redesigned and the bottom cut out to install another brand. Currently the drive units are inoperable, and it is essential to get this fixed.

Mr. Eleazer said this could be considered an emergency procurement as well, but he and Mr. Lindsay decided to do it as sole source. He added this project has been prioritized to other projects.

Mr. Moulder asked about the cost to use Evoqua rather than another vendor. Mr. Lindsay stated that the cost is comparable, even though it has gone up due to the tariffs.

Mr. Moulder asked what the ballpark price would be if the area was redesigned. Mr. Lindsay stated he spoke to a contractor about that, and they said it would cost \$150,000 just to demo the bottom of the tank and relay the flooring to meet the new vendor specifications (which would be required). Mr. Eleazer asked Mr. Lindsay if this extra work was done, would the new vendor's equipment be proprietary for the area; Mr. Lindsay replied yes.

Mr. Eleazer stated that the price did not include installation. The installation would be bid out, but the OJRSA needs to lock this in before the specifications for the bid can be put together.

*Mr. Dial made a motion, seconded by Mr. McLane to authorize the Executive Director to execute the quotation and standard terms of sale agreement with Evoqua for \$470,462 plus a 5% contingency. The motion carried.*

**3. Consider Policy for Reserving Capacity for Large Developments (Exhibit D)** – Mr. Eleazer stated the policy was discussed at the last meeting; however, since then the volume for large developments was modified. The purpose of this policy is to prevent capacity being taken away, on a first come/first serve basis, from a large developer who has put in considerable capital investment and basing the impact fees around the general template of what SCDES uses for their hydraulic loading and system design.

The SCDES regulatory language for a construction permit on any single project is 50,000 gallons per day, so the OJRSA would use 166 Equivalent Residential Units (ERU's) or more to qualify for this large development policy. (The original version of the policy provided last month was for 45,000 gallons per day or 150 ERU's.)

Mr. Eleazer stated this new version also clarifies when a developer has to pay the initial fee. Some examples were added. The Director also said that OJRSA attorney, Mr. Lawrence Flynn, has reviewed the policy.

*Mr. Dial made a motion, seconded by Mr. McLane, to recommend to the board to approve the policy for reserving capacity for large developments as presented. The motion carried.*

**E) Executive Director's Discussion and Compliance Matters** – The Executive Director reported on the following:

**1. Environmental and Regulatory Compliance** – There have been no spills or releases in the last month. The final clarifier #3 needs to be fixed, as it could be a regulatory matter to make sure the plant is operating according to the operating permit. There currently is redundant treatment, but the plant cannot push all the flow that it is capable of.

**2. Consent Order and Corrective Action Plan Update** – The OJRSA submitted the bi-annual update to SCDES. The OJRSA is required by the Consent Order to submit an update every May 10<sup>th</sup> and November 10<sup>th</sup> to SCDES to state where it is with progress on the Consent Order.

The OJRSA requested the Member Cities submit their own Corrective Action Plan (CAP) as part of the Consent Order using the information provided to them showing where there was excessive inflow and infiltration (I&I).

The Cities developed the CAPs, and then they submitted the first CAP reports to the OJRSA in May 2025 noting what corrective I&I work had taken place in the previous six (6) months and what they expected to happen in the following six (6) months. The Cities' second report for the November deadline was just completed. This information was sent to the engineers to look over where the OJRSA had I&I issues, and the environmental attorney will review it as well to make sure everyone is on track. The Member Cities will be provided with written feedback when this is done.

**3. Miscellaneous (If Any)** – The December 1, 2025 board meeting will be held at 2:00 p.m. (in lieu of the regularly scheduled 4:00 p.m.) at the request of City of Seneca, so they can participate in their Christmas parade later that afternoon.

It was further discussed that Seneca's parade is always held on the first Monday in December, which would be the same day as the board meeting, so Mr. Eleazer will add it to next week's F&A Committee meeting agenda to approve this time change for future December board meetings and recommend it to the board for approval.

**F) Committee Members' Discussion** – None.

**G) Adjourn** – The meeting adjourned at 9:09 a.m.

**Upcoming Meetings:**

1. **Finance & Administrative Committee** – Tuesday, November 25, 2025 at 9:00 a.m.
2. **Board of Commissioners** – Monday, December 1, 2025 at 2:00 p.m. (*rescheduled time*)
3. **Ad-Hoc Reconstitution Committee** – Thursday, December 11, 2025 at 9:00 a.m.
4. **Operations & Planning Committee** – Thursday, December 18, 2025 at 8:30 a.m.

Notification of the meeting was distributed on November 7, 2025 to *Upstate Today*, *Anderson Independent-Mail*, *Westminster News*, *Keowee Courier*, WGOG Radio, WSNW Radio, City of Seneca Council, City of Walhalla Council, City of Westminster Council, Oconee County Council, SC DHEC, [www.ojrja.org](http://www.ojrja.org), and posted at the OJRSA Administration Building.



## Operations & Planning Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

November 20, 2025 at 8:30 AM

*OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at [www.youtube.com/@OconeeJRSA](http://www.youtube.com/@OconeeJRSA) (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at [info@ojrsa.org](mailto:info@ojrsa.org). Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.*

### Agenda

- A. Call to Order** – Scott Moulder, Committee Chair
- B. Public Session** – Receive comments relating to topics on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- C. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
  - Update on current projects (Exhibit A) – Chris Eleazer, Director
- D. Action Items to Recommend to the Board for Consideration**
  - 1. Authorize the Executive Director to execute the encroachment agreement with Central Electric Power Cooperative, Inc. as detailed in Exhibit B – Chris Eleazer, Director
  - 2. Authorize the Executive Director to execute the quotation and standard terms of sale agreement with Evoqua Water Technologies LLC, in the amount of \$470,462 plus a 5% contingency for the Sole Source Procurement of replacement equipment for Final Clarifier #3 (Exhibit C) – Kyle Lindsay, Operations Director
  - 3. Consider policy for reserving capacity for Large Developments (Exhibit D) – Chris Eleazer, Director
- E. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
  - 1. Environmental and regulatory compliance matters
  - 2. Consent Order and Corrective Action Plan update
  - 3. Miscellaneous *(if any)*
- F. Committee Members' Discussion** – Led by Scott Moulder, Committee Chair  
Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.
- G. Adjourn**

### Upcoming Meetings

*All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*

- Finance & Administration Committee – November 25, 2025 at 9:00 AM
- Board of Commissioners – December 1, 2025 at 4:00 PM
- Reconstitution Committee and Executive Committee – December 11, 2025 at 9:00 AM
- Operations & Planning Committee – December 18, 2025 at 8:30 AM

FY2026 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/18/2025 19:00

Row #	FY 2026 O&M Project (Project # (if applicable); PM) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Approx % Complete	Anticipated Completion	PO/Contract Amount (\$)	O&M PROJECT MILESTONES				Obligated/ Spent (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	
					Bids/RFQ/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed				
1	<b>Consent Order 21-025-W Project: Biannual Compliance Report (CE)</b>	100%	11/8/2025	0	Internal Project	Internal Project	N/A	11/7/2025	0	0	N/A	
2	<b>Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)</b>	N/A	TBD	N/A	N/A	N/A	7/15/2025		0	0	N/A	
3	<b>Completion of Development Guide (AM)</b>	5%	12/31/2025	N/A	Internal Project	Internal Project	9/10/2024		0	0	N/A	
4	<b>Development Policy Revision (CE)</b>	70%	10/6/2025	N/A	Internal Project	Internal Project	9/24/2024		0	0	N/A	
5	<b>Indefinite Delivery Contract for Engineering Services (CE)</b>	50%	10/6/2025	N/A	10/10/2025				0	0	N/A. Projects to be assigned to depts.	
6	<b>Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)</b>	60%	10/31/2025	12,650	Prof Svcs	8/12/2025	9/22/2025		0	12,650	Admin: Safety 501-02370	
7	<b>CMMS &amp; Financial Software System Upgrade (CE)</b>	5%	6/30/2026	TBD	7/3/2025				0	0	Admin Services 501-02420	
8	<b>Comprehensive Sewer Management Plan <i>Project #2026-04 (KL)</i></b>	0%	5/31/2026	49,999	Proj #2026-04 Prof Svcs	10/2/2025			761	49,238	Con Sys: Prof Svcs 601-02430	
9	<b>Evaluate Perkins PS &amp; Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)</b>	0%	10/1/2025	TBD	IDC Engineer				0	0	Con Sys: Prof Svcs 601-02430	
10	<b>Field Data Collection for Hydraulic Model Verification (KL)</b>	5%	12/31/2025	TBD	Prof Svcs				0	0	Con Sys: Prof Svcs 601-02430	
11	<b>Coneross PS Rotating Assembly for Pumps #4 &amp; #5 (EP)</b>	0%	TBD	TBD					0	0	Con Sys: R&M COS-PS 601-05030	
12	<b>Martin PS Motor Base Restraint System (#2 of 3) (EP)</b>	0%	12/30/2025	35,753	Sole Source 8/4/2025	8/11/2025			35,753	0	Conv Sys R&M: MAS2-PS 601-05100	
13	<b>Martin PS Aeration Motor Install (crane needed) (EP)</b>	0%	11/30/2025	TBD					0	0	Conv Sys: Equip Rent 601-02540	
14	<b>NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL)</b>	100%	10/31/2025	3,500	NPDES: 4/19/22 PAA: 4/1/22	NPDES: 8/22/22 PAA: 8/1/22	NPDES: 7/1/22 PAA: 8/2/22	NPDES: 10/31/25 PAA: 10/28/25	0	3,500	WRF: Prof Svcs 701-02430	
15	<b>CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)</b>	10%	3/31/2026	14,000	ENG: 8/27/2025	ENG: 8/27/2025	ENG: 9/15/2025		0	14,000	WRF: R&M 701-03000	
16	<b>Headworks Flow Pulse and Flow Channel Sensor Install (JM)</b>	80%	8/30/2025 9/25/2025	TBD	8/4/2025	8/12/2025	9/11/2025		0	0	WRF: R&M 701-03000	
17	<b><del>Project #2026-02 General Water Reclamation Facility-Installation Projects (JM, KL)</del> CANCELED</b>	CANCELED	5/31/2026	TBD	8/13/2025	CANCELED 9/26/2025			0	0	WRF: R&M 701-03000	
18	<b>EMERGENCY REPAIR Final Clarifier #3 (KL, JM)</b>	0%	4/1/2026	TBD					0	0	WRF: R&M 701-03000	
19	<b>Pretreatment Program Update (following NPDES permit issuance) (AM)</b>	5%	TBD	24,500	6/4/2025	6/4/2025	7/1/2025		0	24,500	Pretreat: 801-02430 501-02440	
20	<b>Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)</b>	94%	SUB: 10/22/25 FIN: 11/21/25	140,000	RFB #2023-05	4/29/2024	2/3/2025		100,000	40,000	O&M CIP: Con Sys 1401-06071	
21	<b>Coneross &amp; Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)</b>	0%	2/28/2026	45,500	Prof Svcs	10/29/2025			0	45,500	Con Sys: Prof Svcs 601-02430	
TOTAL AWARDED				325,902	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				136,514	189,388	TOTAL AWARDED BUDGET REMAINING	

## FY2026 O&amp;M FUND PROJECTS

## CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

11/18/2025 19:00

Row #	FY 2026 O&M Project (Project # (if applicable); PM) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Comp. Performing (and Project Mgr)	Notes
1	<b>Consent Order 21-025-W Project: Biannual Compliance Report (CE)</b>	OJRSA Chris Eleazer	<b>DUE TO SCDES EVERY SIX MONTHS.</b> Reports submitted: 11/14/21, 5/9/22, 11/10/22, 5/9/23, 11/9/23, 5/10/24, 11/8/24, 5/9/24. 11/7: Submitted to SCDES via ePermitting portal. <b>COMPLETE. Next report due 5/10/2026.</b>
2	<b>Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)</b>	Board of Commissioners	See "Agency Reconstitution" sheet to track progress.
3	<b>Completion of Development Guide (AM)</b>	OJRSA Chris Eleazer	8/5: A McCullough reviewing approx 15 dates. 8/13: Have received 22 draft documents from AM for consideration.
4	<b>Development Policy Revision (CE)</b>	OJRSA Chris Eleazer	
5	<b>Indefinite Delivery Contract for Engineering Services (CE)</b>	OJRSA Chris Eleazer	8/13: Sent to K Wunder for legal review. 8/22: K Wunder considering local preference options due to OJRSA employees having to commute to engineer's office periodically. May include this in the scoring criteria of RFQ. 10/21: Held presubmittal meeting.
6	<b>Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)</b>	Life & Safety TBD	8/5: L&S setting up date to visit and will then provide pricing. 8/12: Scheduled to be performed in September. 9/1: Date set for last part of September. 9/24: Completed onsite assessment. 10/30: Engineer will update in next 2 weeks and L&S to return for labeling and training.
7	<b>CMMS &amp; Financial Software System Upgrade (CE)</b>	TBD	9/23: Preferred Firm to be presented to O&P for consideration. 10/6: Board approved contract negotiation with KCI/Trimble Unity Maintain (Cityworks). Contracts under review. 10/27: Received SSA revision from KCI, forwarded to Bryan Kelley for review. 11/18: Executed Trimble portion
8	<b>Comprehensive Sewer Management Plan <i>Project #2026-04 (KL)</i></b>	Ardurra Priya Verravalli	10/29: Reviewing available info and will schedule a kickoff meeting soon.
9	<b>Evaluate Perkins PS &amp; Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)</b>	TBD	Waiting on IDC.
10	<b>Field Data Collection for Hydraulic Model Verification (KL)</b>	GMC Hannah Ribelin	9/15: Have three manholes left to get depth data for. Still need to do vertical GPS. 10/21: KL spoke with Hannah to get GMC/Daniel to do GPS elevation. 11/4: Patrick Thackston with GMC told KL he will come and help with setup.
11	<b>Coneross PS Rotating Assembly for Pumps #4 &amp; #5 (EP)</b>	TBD	This is to be determined by the evaluation of Perkins PS & Coneross PS pumps to determine repair vs. replacement. 10/21: Cove Utility inspected. Check valves are inoperable. Estimate cost to replace valves and check valves is \$40,000.
12	<b>Martin PS Motor Base Restraint System (#2 of 3) (EP)</b>	Meco Keith Hall	7/14: KL has ordered this so it can be built. 10/21: Still being built.
13	<b>Martin PS Aeration Motor Install (crane needed) (EP)</b>	TBD	9/15: Crane company did not show for appointment. Everything else is ready. 10/21: Will meet with Campbell Crane soon. 11/4: Quote #1 for wire came in above \$5,000, so now need 3 quotes.
14	<b>NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL)</b>	Goldie Assoc Paul Lewis	9/10: Met with SCDES to consider OJRSA's comments. Waiting on their response. 10/21: New permit goes into effect 11/1. Waiting on Permit to Operate for PAA system. 10/28: Received Permit to Operate. <b>COMPLETE.</b>
15	<b>CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)</b>	Howard Engineering Amy Howard	8/27: A Howard approved for ~\$14,000 design. 9/15: BREC provided Howard their information. 10/21: AH sent all info. Mtg w/ BREC onsite next week. 800KW should power whole site (600KW need). 10/29: A Howard onsite to evaluate. 90% plans will be available w/in next 2 weeks.
16	<b>Headworks Flow Pulse and Flow Channel Sensor Install (JM)</b>	Davis Power Paul Davis	7/14: KL coordinating with Paul Davis. Items have been purchased. 8/5: Received quotes. 9/1: Paul Davis is scheduling work. 9/11: Installation complete. Now need to connect to SCADA. 10/21: Controller was bad. Waiting on new controller.
17	<b><del>Project #2026-02 General Water Reclamation Facility Installation Projects (JM, KL)</del> <b>CANCELED</b></b>	TBD	8/7: Sent draft RFB to B Kelley for legal review as required by procurement code. 8/12: Received copy from BK. 8/13: Advertised RFB. Bids due 10/1. <b>9/26: CANCELED BID DUE TO EMERGENCY REPAIR NEEDED ON FINAL CLARIFIER #3.</b>
18	<b>EMERGENCY REPAIR Final Clarifier #3 (KL, JM)</b>	TBD	10/29: Cove Utility and Heyward have visited site. Still waiting on quote from Heyward/Evoqua. Quote delayed due to corporate restructuring. Hope to hear something by tomorrow. 11/4: Spoke w/ Heyward and told them we need quote. CE sent email to C Carlson giving the 5 days to get us quote.
19	<b>Pretreatment Program Update (following NPDES permit issuance) (AM)</b>	Goldie Assoc Sonya Harrison	10/27/2025: We have 180 days from first date of permit (11/1/2025) to get this to SCDES. It is currently being worked on by consultant.
20	<b>Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)</b>	GMC Daniel Mosher	<b>\$80,000 carryforward from FY2025. Obligated/Spent column includes costs from FY2025. Reimbursable by Fountain Residential Properties LLC per agreement.</b> 11/8: Pressure testing soon, hope for substantial completion in next week or so. 11/12: Pressure test scheduled for today. It passed.
21	<b>Coneross &amp; Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)</b>	KCI Steve Barbian	

FY2026 RECONSTITUTION TASKS

TASKS MAY CARRY ACROSS BUDGET YEARS

Row #	Agency Reconstitution Tasks as Stated in the OJRSA Reorganization Recommendations Accepted by OJRSA Board on July 15, 2025	Target Date <sup>^</sup> (Time Following Acceptance)	Approx % Complete	Task Manager	Started	Completed	Notes
1	Current Board will dissolve the current Ad Hoc Committee and establish the Implementation Committee ("Reconstitution Committee") for further implementation oversight.	8/29/2025 (45 days)	100%	OJRSA Board	7/15/2025	8/4/2025	7/15/2025: Current committee dissolved during called board meeting. 8/4: New Committee established. Includes: A Brock (County), K Bronson (Westminster), C Eleazer (OJRSA), S Moulder (Seneca), C Myers (Walhalla), C Bentley (ACOG), A Mettlen, K Amidon, J Jones, L Flynn. <b>COMPLETE.</b>
2	Adopt the timeline and accept the dates are targets that the committee will try to maintain progress towards, acknowledging that things may come up and require adjustments.	N/A	100%	Committee	8/14/2025	8/14/2025	8/14/2025: The acceptance of timeline was a committee-led decision. <b>COMPLETE.</b>
3	Legislative revisions to the Joint Authority Water and Sewer Systems Act ("Act") will be finalized and provided to the Oconee County Delegation. Consultation shall be made with the Delegation on whether lobbyist support will be needed.	8/29/2025 (45 days)	90%	Committee	9/22/2025		9/11/2025: K Bronson asked OJRSA to schedule meeting with Oconee County Delegation to discuss. 9/12: C Eleazer reached out to Sen. Alexander for consideration. 9/16: Decided to meet with delegation members individually. 9/22: Met with Sen. Alexander and provided him with draft version of JAWSS amendments. 11/3: Sent Sen. Alexander follow up email to see if he had an update on filing the legislation or to see if he had questions. 11/6: Spoke w/ Sen. Alexander. He has others reviewing the proposed Act.
4	Reconstitution Committee will provide <u>quarterly updates</u> to the SCRIA, the current Board, and Oconee County on the progress of the implementation of the initial recommendations.	9/30/2025 (quarterly)	100%	OJRSA Staff Member per 8/14/2025 vote	10/9/2025	Report #1: 10/13/2025	<b>DUE TO SCRIA EVERY THREE MONTHS.</b> Reports submitted: 10/13/2025. <b>Next report due 01/14/2026.</b>
5	Resolutions of support for consolidation/OJRSA reorganization will be provided to and adopted by each governing body affected by the recommendation, including: OJRSA, Seneca, Walhalla, Westminster, West Union, & Oconee County.	10/13/2025 (90 days)	67%	Officials of OJRSA, Cities/Town, & County	8/21/2025		8/21/2025: L Flynn sent draft resolutions to committee members. C Eleazer forwarded copy to West Union and spoke with Mayor Oliver by phone about it. 8/26: Seneca council approved. 9/8: OJRSA Board approved. 9/9: Westminster council approved. 9/8: West Union considered but decided they need more info. 9/11: C Myers mentioned Walhalla to consider next week and A Brock stated Oconee County to consider in October. 9/16: Walhalla approved. County and West Union still remaining. 10/6: A Brock said it will be on 10/21 agenda. Wanted to keep 10/7 agenda a little lighter since both she and Council Chair Durham were both off that day.
6	Consultants shall be engaged and the process of a collection system <u>technical evaluation</u> and <u>financial valuation</u> will be initiated, including the identification of potential funding for effort and immediate rehabilitation projects that may be identified or current CIP. Additionally, a <u>rate consultant</u> will be engaged.	11/12/2025 (120 days)	0%				9/17/2025: Corrective Action Plan submittals and CIPs for each system returned to cities requesting updates, if any, by 9/24. 10/9: No updates submitted to facilitators. Additional request to send A Mettlen updates by next meeting (11/13). 11/13: Considered scopes and how to pay for studies during meeting.
7	Communication plan to be developed under the guidance of the Reconstitution Committee and provided to all entities involved.	11/12/2025 (120 days)	0%				
8	List of recommendations for the initial commissioners for the New Commission will be provided to Delegation. (Within 60 days of approved changes to the Act*)	Estimate 8/31/2026 (as noted)	0%				
9	Complete the technical evaluation and financial valuation of the collection systems.	2/27/2027 (15 months)	0%				
10	Unified, equitable rate structure timeline will be provided as part of initial terms for collection system consolidation.	5/12/2027 (18 months)	0%				
11	Legal documents to transfer collection system assets to OJRSA to be executed, as well as all necessary reconstitution documents.	7/15/2027 (24 months)	0%				
12	If the legislative amendments have not be approved, plans for consolidation under the amended Act will be abandoned. Thereupon, the OJRSA will proceed to consolidate the member system and implement the reconstitution under the existing Act, with such process to be finalized by no later than 36 months. Additionally, all members shall be issued permits in compliance with the OJRSA Sewer Use Regulation and added as co-permittees under the NPDES permit, if consolidation for any member does not occur.	8/16/2027 (25 months)	0%				
13	Finalize consolidation and associated activities	7/17/2028 (36 months)	0%				

<sup>^</sup> As noted in Exhibit A of the "OJRSA Reorganization Recommendations," the implementation schedule is to began when the OJRSA Board of Commissioners accepted the report its July 15, 2025 called meeting.

\* Estimated to be July/August 2026.

FY2026 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/18/2025 19:06

Row #	Restricted Fund Projects (Project Manager)	OJRSA Project #	Approx % Complete	Anticipated Completion	OJRSA Funding Amount (\$)	Max Funding by Others (\$)	PO/Contract Amount (\$)	RESTRICTED FUND PROJECT MILESTONES				Obligated/ Spent Curr + Prev Years (\$)	Budget Remaining (\$)	GL Code (XXXXX = get from Office Mgr)	Comp. Performing (and Project Mgr)
								Bids/RFQ/etc. Issue/Advertised	PO/Contract Signed	Started Work	Completed				
A	I-85 Corridor Phase II See below (CE)	2019-XX and 2023-06	91%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	RO&M: CIP 1401-06050	Varies. See Below
	Engineering and Inspection Services COUNTY FUNDED		99%	10/31/2024	0	480,850	480,850	Inherited from Oconee Co	5/4/2023	5/4/2023		439,597	41,253	RO&M: Prof Svcs 1301-02430	Davis & Floyd Travis Dupree
	Construction EDA/RIA/COUNTY FUNDED		100%	10/31/2024	0	12,311,447	11,687,329	9/27/2022	3/23/2023	6/1/2023	2/4/2025	11,687,329	(0)	RO&M: CIP 1401-06050	Moorhead Construct Kevin Moorhead
	Engineering for Creek Stabilization & Welcome Center Waterline		7%	TBD	0	78,650	78,650	EJCDC Contract Amend #3	2/20/2025			0	78,650	RO&M: CIP 1401-06050	Davis & Floyd Travis Dupree
B	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	CY 2022	100%	11/1/2024	0	0	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	N/A OCONEE CO PROJ	Sometime in 2022	8/29/2025	0	0	TBD	Thomas & Hutton Lee Brackett
C	Dewatering Equipment Replacement at WRF See below (JM, KL)	2024-06	25%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	PROJ & CONT 1501-09011	Varies. See Below
	Design, Construction Admin, and Inspection SCIP MATCH		75%	PHASE II 6/30/2026	440,300	0	440,300	9/15/2023	12/19/2023	1/11/2024		307,352	132,948	PROJ & CONT 1501-09011	KCI Technologies Tom Vollmar
	Construction SCIP GRANT		5%	PHASE II 6/30/2026	0	4,216,749	4,147,936	3/22/2024	7/30/2024	7/26/2024		294,323	3,853,613	PROJ & CONT 1501-09011	Harper GC Justin Jones
D	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) See below (CE, KL)	2024-08	15%	See below	N/A	N/A	N/A	See below	See below	See below		See below	See below	PROJ & CONT 1501-09009	Varies. See Below
	Engineering SCIP MATCH		75%	9/29/2025	584,500	0	557,000	N/A	9/15/2023	10/3/2023		363,975	193,025	PROJ & CONT 1501-09009	Ardurra Priya Verravalli
	Manhole Resiliency Plan: Project 1c SCIP MATCH		3%	9/30/2025	87,500	0	87,500	N/A	4/21/2025	4/21/2025		16,200	71,300	PROJ & CONT 1501-09009	Ardurra Priya Verravalli
	Construction/Rehabilitation SCIP GRANT		75%	SC: 9/18/2025 FC: 10/23/2025	0	4,061,570	4,061,570	8/14/2024	11/20/2024	1/27/2025		215,142	3,846,429	PROJ & CONT 1501-09009	Bio-Nomic Services Buck Stevenson
E	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report (CE)	2025-03	100%	3/31/2025	141,000	0	141,000	Consent Order Prof Svcs	9/30/2024			141,000	0	PROJ & CONT 1501-09012	Ardurra Priya Verravalli
F	CONSENT ORDER Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 (KL)	2026-05	5%	11/15/2025	31,500	0	31,500	Prof Svcs	8/12/2025			4,471	27,029	PROJ & CONT 1501-09014	Ardurra Priya Verravalli
G	Consent Order Speeds Creek FM Replacement Engineering Design & Easements Only (CE)	2025-TBD	0%	TBD	TBD	0	TBD	IDC Engineer				0	0	PROJ & CONT 1501-09015	TBD
					1,284,800	8,278,319	9,466,806	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:				1,342,463	8,124,343	TOTAL AWARDED BUDGET REMAINING	

FY2026 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

11/18/2025 19:06

Row #	Restricted Fund Projects (Project Manager)	Notes
A	I-85 Corridor Phase II See below (CE)	7/21: Spoke with J Reynolds about grass not growing on Phase II project along interstate, he said he'll call contractor because it is a warranty item and we need the grass to stabilize the site. SCDES will hold us accountable for any offsite impact due to erosion. JR sent Moorhead an email same day.
	Engineering and Inspection Services COUNTY FUNDED	7/25: Received GIS info from R Love. Forwarded to D Gant for review 7/28. Still need to locate/GPS service cleanout at SC59/Fairplay Blvd and shoot elevations of manhole rim/grade elevations. 8/4: Locate clamp received. Waiting for GPR training to be scheduled. 8/6: Moorhead acknowledged by email that additional stabilization is required. Likely to be performed in September. 8/21: Put on backburner a little by D&F due to their work on SCIP.
	Construction EDA/RIA/COUNTY FUNDED	9/8: R Love is coordinating with GeoTrack on design assumptions for the embankment design. 10/21: Travis Dupree working on two alternatives for streambank--culvert system and bridge. Expect tech memo soon. 10/21: Received draft of memo for review. 11/3: Received plans for waterline and creek crossing to review. Sent to KL, MM, and JW.
	Engineering for Creek Stabilization & Welcome Center Waterline	
B	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	8/22: Called L Brackett and K Shoemake for update. Left message w/ Shoemake (Brackett's VM full). 8/29: A Brock stated they have SCDES Construction Permit. COMPLETE. 11/4: Phil Shirley, interim Oconee County Admin, mentioned SCDOT will not allow sewer under pavement.
C	Dewatering Equipment Replacement at WRF See below (JM, KL)	1/6/2025: Received 90% plans, Jackson Electric visited site to assess. 1/22: Received SCDES construction permit application payment request of \$550.
	Design, Construction Admin, and Inspection SCIP MATCH	2/4: Board approved contracts. Signed, submitted stormwater permit application. 3/10: Received feedback from SCRIA on contract. KCI will need to oversee a few items and respond. 3/28: Received final contract as approved by RIA for signature. Barbian asked Harper to sign then forward for OJRSA signature. 4/17: Signed contract. 7/25: Looking at November mobilization. Looking at substantial completion in mid-July 2026. 9/15: Continuing to work on electrical. 10/2: Harper will apply for building permits soon.
	Construction SCIP GRANT	
D	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) See below (CE, KL)	PO/Contract Amount includes \$700,000 owner contingency 9/15: Contractor update--3,204 LF relining and 59 manhole rehabs remain. Lining completion on 9/22 and manholes to be completed by 10/9. Lining samples to be completed by 10/20 and manhole samples by 11/3. They did not receive any sample results last week.
	Engineering SCIP MATCH	9/22: BNS reported 2 lining shots done last week and 2 remaining. Completed 9 manholes last week and have 49 remaining. Provided new schedule with final completion of 11/3. Estimate 75% complete. 10/6: Culy will start back up manhole rehab tomorrow, 47 remaining. R/W restoration to continue. They need to review KL's comments regarding overflow. 10/6: Board approved additional \$159,000 for Ardurra to administer additional manhole rehab work. 10/14: Ardurra scheduling a site visit at Cross Creek next week. 10/29: CIPP lining complete (~20,496 LF) and testing underway. Have 3 crews on job, will have 5 crews working soon. Goal is for all field work by Thanksgiving and substantial completion by end of December. Received S&ME geotech eval and recommendation report. Will not perform Manhole Resilience Plan due to time constraints and will instead use SCIP money for manhole rehab as already approved by board. 11/17: Work for substantial completion appears to be 11/11 per Gantt chart received today (manhole spray cement on Emegency Ln and Freeman St) with final completion the following week. Not sure if
	Manhole Resiliency Plan: Project 1c SCIP MATCH	
	Construction/Rehabilitation SCIP GRANT	
E	Martin Creek PS Basin Trunk Sewer CCTV Engineer Review and Flow Study Report (CE)	5/5: Received draft report to review. 6/2: Provided comments to Priya. 7/24: Received final report. COMPLETE.
F	CONSENT ORDER Evaluation of Gravity Sewer CCTV/Smoketesting from 1A (WRF) to MH29 (KL)	Review CCTV for 9,525 LF of 30" and 36" RCP and 29 manhole inspections to develop list of defects for design of sewer rehab. 8/15: Engineer confirmed receipt of data (delivered a few months ago). They are verifying all information. 10/29: Engineer working on review and report.
G	Consent Order Speeds Creek FM Replacement Engineering Design & Easements Only (CE)	CONSENT ORDER ITEM 7/15/2024: As identified in the 20 Year Master Plan, this force main should be replaced with similar sized pipe. 8/5: Waiting on IDC engineer.



GRAYBILL, LANSCH & VINZANI, LLC

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REPLY TO:

**Ryan W. Newton**

E-Mail: [rnewton@glvlawfirm.com](mailto:rnewton@glvlawfirm.com)  
Writer's Direct Dial: (803) 404-5709  
Direct Fax: (803) 404-5701

November 5, 2025

VIA ELECTRONIC MAIL

**Oconee Joint Regional Sewer Authority**  
Attn: **Christopher Eleazer, MPA | Executive Director**  
623 Return Church Road  
Seneca, South Carolina 29678  
Email: [chris.eleazer@ojrsa.org](mailto:chris.eleazer@ojrsa.org)

Re: Encroachment Agreement by and between Central Electric Power Cooperative, Inc.  
and Oconee Joint Regional Sewer Authority ("Encroachment Agreement");  
Our file no. 3208.0001

Dear Chris:

Our firm is a commercial real estate law firm and I have been practicing commercial real estate law for 20 years and have experience negotiating utility related documents such as the Encroachment Agreement.

Our firm was engaged by Oconee Joint Regional Sewer Authority ("OJRSA") to review the above referenced Encroachment Agreement. We have reviewed and negotiated the Encroachment Agreement working with you on behalf of OJRSA and the version of the Encroachment Agreement attached hereto is, in my opinion, fair, reasonable and enforceable to OJRSA.

Please let us know if you have any questions or need anything further,

Very truly yours,

**GRAYBILL, LANSCH & VINZANI, LLC**

A handwritten signature in black ink that reads "Ryan Newton".

Ryan W. Newton

Attachment

AFTER RECORDING, RETURN TO:  
Central Electric Power Cooperative, Inc.

Attn: Todd Berrian  
20 Cooperative Way  
Columbia, SC 29210

TMS#: 520-36-10-017

ELECTRIC LINE: Utica 100 kV

CENTRAL DRAWINGS:

\_\_\_\_\_  
\_\_\_\_\_  
ELECTRIC LINE OWNER:  
Central Electric Power Cooperative, Inc.

### ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, 2025 (“Effective Date”), by and between **CENTRAL ELECTRIC POWER COOPERATIVE, INC.**, a South Carolina non-profit entity formed pursuant to South Carolina Code Section 33-49-10, et. seq., with its principal place of business at 20 Cooperative Way, Columbia, SC 29201 (“Central”), and the **OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY**, a special purpose district and political subdivision of the State of South Carolina, with its principal place of business at 623 Return Church Road, Seneca, SC 29678 (“OJRSA”). Central and OJRSA are sometimes referred to herein individually as “Party” and collectively as “Parties”.

#### RECITALS

A. Pursuant to that certain easement recorded on April 24, 2024, in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 3065, at Page 278 (“Grant of Easement”), Central has electric transmission easement rights (“Central Easement”) in, on, over, under, and across a portion of that certain real property (“Central Easement Area”) conveyed to Oconee County, South Carolina by deed recorded on April 25, 2012 in Book 1894, at Page 221 (the “Property”), which Easement Area is more particularly shown and described in the Grant of Easement.

B. OJRSA currently operates and maintains an underground sanitary sewer gravity main on the Property as shown on that certain plat recorded April 25, 2012 in Plat Book B403 at Page 6, in the Office of the Register of Deeds for Oconee County, South Carolina, said gravity main lying within the Central Easement Area as shown in the Grant of Easement.

C. OJRSA’s existing gravity main is located within the non-exclusive 25’ permanent right of way (“OJRSA 25’ Easement”) shown as “EX. 25’ PERM. EASEMENT” in that certain *Sewer Infrastructure Easement Agreement* recorded on April 24, 2024, in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 3065, at Page 290, and also shown in that certain *Corrective Sewer Infrastructure Easement Agreement* recorded on November 6, 2024, in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 3142, at Page 277 (said sewer easement agreements collectively being the “OJRSA Grant of Easement”).

D. Pursuant to the OJRSA Grant of Easement, OJRSA was granted non-exclusive

easement rights for sewer infrastructure within a variable width permanent right of way (the “New OJRSA Easement”) in, on, over, under, and across a portion of the Property (the OJRSA 25’ Easement together with the New OJRSA Easement being collectively the “OJRSA Easement Area”), which OJRSA Easement Area is more particularly shown and described in the OJRSA Grant of Easement.

E. The Central Easement Area and OJRSA Easement Area overlap, as shown and described on Exhibit A (the “Encroachment Area”), which exhibit is attached hereto and incorporated herein by reference.

F. OJRSA seeks to construct, install, operate and maintain a new underground sanitary sewer force main in parallel with the existing gravity main (collectively, the “OJRSA Facilities”) within the Encroachment Area, in the location shown on Exhibit B, attached hereto and incorporated herein by reference.

G. Pursuant to its rights under the Central Easement, Central is constructing and installing and will operate and maintain overhead electric transmission lines and related facilities (collectively, the “Central Facilities”) for the Utica 100 kV transmission line within the Central Easement Area in accordance with the plans shown on Exhibit C, attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

#### **TERMS OF AGREEMENT**

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.

2. Consent to Encroachment. Central hereby acknowledges and consents to OJRSA’s use of the Encroachment Area for the limited purpose of constructing, installing, operating and maintaining the OJRSA Facilities (including the existing gravity main) in the Encroachment Area, materially as depicted on Exhibit B. Each Party agrees to provide copies of engineering plans/drawings of their respective facilities as reasonably requested by the other Party (which request shall include the reason for the request) from time-to-time and subject to such confidentiality protections as either Party may reasonably request. OJRSA acknowledges and consents to Central’s use of the Encroachment Area for the purpose of constructing installing, operating and maintaining the Central Facilities in the Encroachment Area, materially as depicted on Exhibit C.

3. Ownership and Maintenance of Facilities. Nothing in this Agreement shall be construed to alter or affect each Party’s ownership of its facilities located now or in the future in the Encroachment Area. Each Party shall, at its own cost and expense, keep clean and in good order all portions of the Encroachment Area used by such Party and shall keep and maintain in good working order all facilities owned and/or operated in the Encroachment Area by such Party.

4. Damages to Facilities. Each Party shall exercise commercially reasonable diligence to avoid damaging any facilities of the other Party and shall immediately notify the other Party if any damage does occur and shall reimburse the other Party for the cost of any repairs made necessary by such damage. **OJRSA** shall use commercially reasonable efforts to bury all underground encroachments at least thirty-six inches (36”) deep within the Encroachment Area and shall upon request of the Central mark or stake the location of the OJRSA Facilities within the Encroachment Area

in a clear, conspicuous, and reasonably permanent manner; provided, however, if Central damages or removes the stakes or marking during Central's work within the Encroachment Area, OJRSA shall have no obligation to re-mark the location of the OJRSA Facilities until Central notifies OJRSA of such damage or removal and following said notice OJRSA will re-mark within a reasonable time thereafter. **OJRSA** acknowledges that **Central** or its contractors may need to traverse the Encroachment Area with heavy equipment to operate and maintain the Central Facilities.

5. Ground Conditions; Clearances. **OJRSA** agrees that any alterations of the ground conditions during construction will be restored to substantially the same as the original grade upon completion of the construction. **OJRSA** will not stockpile any materials in the Encroachment Area, except for temporary construction and maintenance purposes, and provided such stockpiles are not in excess of seven feet (7') in height. **OJRSA** acknowledges and agrees that the installation of the OJRSA Facilities shall not raise the ground elevation within the Encroachment Area in a material manner. Any identified violation of the clearance requirements set forth by the National Electric Safety Code (NESC) or the USDA Rural Utilities Service (RUS) shall require grades to be adjusted or poles to be raised at the sole cost and expense of **OJRSA**. **OJRSA** shall use reasonable efforts to not impede access to any pole, guy, or anchor at any time during construction or maintenance.

6. High Voltage. **OJRSA** agrees to caution all persons associated with the use or maintenance of the OJRSA Facilities of the very high voltage associated with the overhead transmission lines within the Easement Area. No booms, cranes or other equipment shall be brought closer than NESC's or Occupational Safety and Health Administration's ("OSHA") standards to the energized conductor.

7. Priority. Each Party shall use the Encroachment Area in such a manner as not to interfere unreasonably with the rights of the other Party. Should **OJRSA** desire to install new infrastructure that is in addition to or different from the OJRSA Facilities as shown in Exhibit B, OJRSA will submit a new "Request for Encroachment Agreement" and receive Central's written approval which approval shall not be unreasonably withheld, conditioned or delayed, prior to construction of any additional infrastructure. Any rights herein granted to **OJRSA** will have priority over any rights that Central or Central's successors or assigns may later convey to any other utility or other party. Any rights herein granted to **Central** will have priority over any rights that OJRSA or OJRSA's successors or assigns may later convey to any other utility or other party.

8. Compliance with Laws. Any work performed by or through a Party in the Encroachment Area shall be conducted in accordance with all applicable laws, rules, regulations, and ordinances including the guidelines set forth by the NESC and the OSHA standards for equipment minimum safe working distances.

9. Responsibility for Loss. Each Party shall assume any and all liability and responsibility for, any and all claims or demands to the extent such claims or demands arise out of any negligent or intentional act or omission by such Party (including its employees, contractors, consultants, agents and invitees) arising from or in connection with the exercise of such Party's rights or privileges granted or conferred by this Agreement.

10. Binding Effect. The rights and obligations hereunder shall create mutual benefits and servitudes running with the land. This agreement shall be binding upon and will inure to the benefit of the Parties' respective successors and assigns. This Agreement shall not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

11. No Warranty. Notwithstanding anything to the contrary in this Agreement, neither

Party makes any warranty whatsoever as to its title or rights to the Encroachment Area. Each Party is responsible for obtaining all necessary permits, consents or authorizations from all necessary third-parties prior to the beginning of construction.

12. Reservation of Rights. Each Party reserves all rights it may have in and to the Encroachment Area by virtue of conveyance, statute, regulator, law, or equity.

13. Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement, that are not fully expressed herein.

14. Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

15. Headings. The descriptive headings of the various paragraphs of this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any provisions hereof.

16. Modifications Must Be in Writing. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

17. Acceptance. The exercise of any rights or privileges conferred by this Agreement shall constitute acceptance of the terms of this Agreement.

18. Authority. The persons executing this Agreement hereby warrant that they are duly authorized to execute this Agreement on behalf of the parties and have the full authority to bind the parties to this Agreement.

19. Further Acts. Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

*[Signature Pages Follow; Exhibits Attached]*

IN WITNESS WHEREOF, Central has executed this Agreement under seal as of the Effective Date.

<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #1</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #2</p>	<p><b>CENTRAL ELECTRIC POWER COOPERATIVE, INC</b>, a South Carolina non-profit entity formed pursuant to South Carolina Code Section 33-49-10, et. seq.,</p> <p>By: _____</p> <p>Name: William C. Ware</p> <p>Its: Senior Vice President, Engineering &amp; Engineering Services</p>
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STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Central Electric Power Cooperative, Inc., by William C. Ware, its Senior Vice President, Engineering & Engineering Services, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public, State of South Carolina  
Notary Name (printed): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(SEAL)

IN WITNESS WHEREOF, OJRSA has executed this Agreement under seal as of the Effective Date.

<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #1</p> <p>_____</p> <p>Print Name: _____</p> <p>Witness #2</p>	<p><b>OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY</b>, a special purpose district and political subdivision of the State of South Carolina</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
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STATE OF SOUTH CAROLINA )

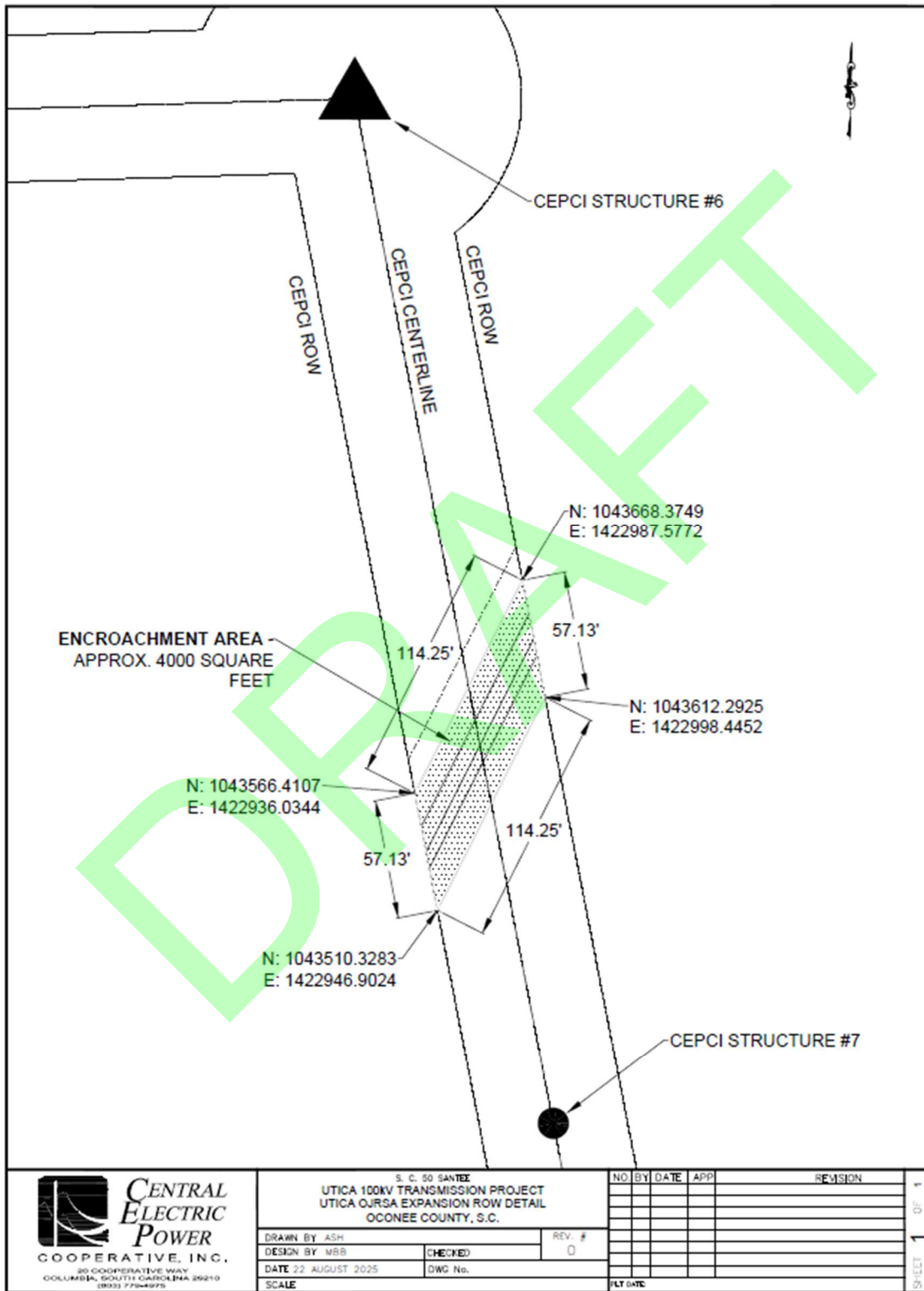
COUNTY OF OCONEE )

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Oconee Joint Regional Sewer Authority, by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public, State of South Carolina  
Notary Name (printed): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(SEAL)

### Exhibit A Depiction of Encroachment Area

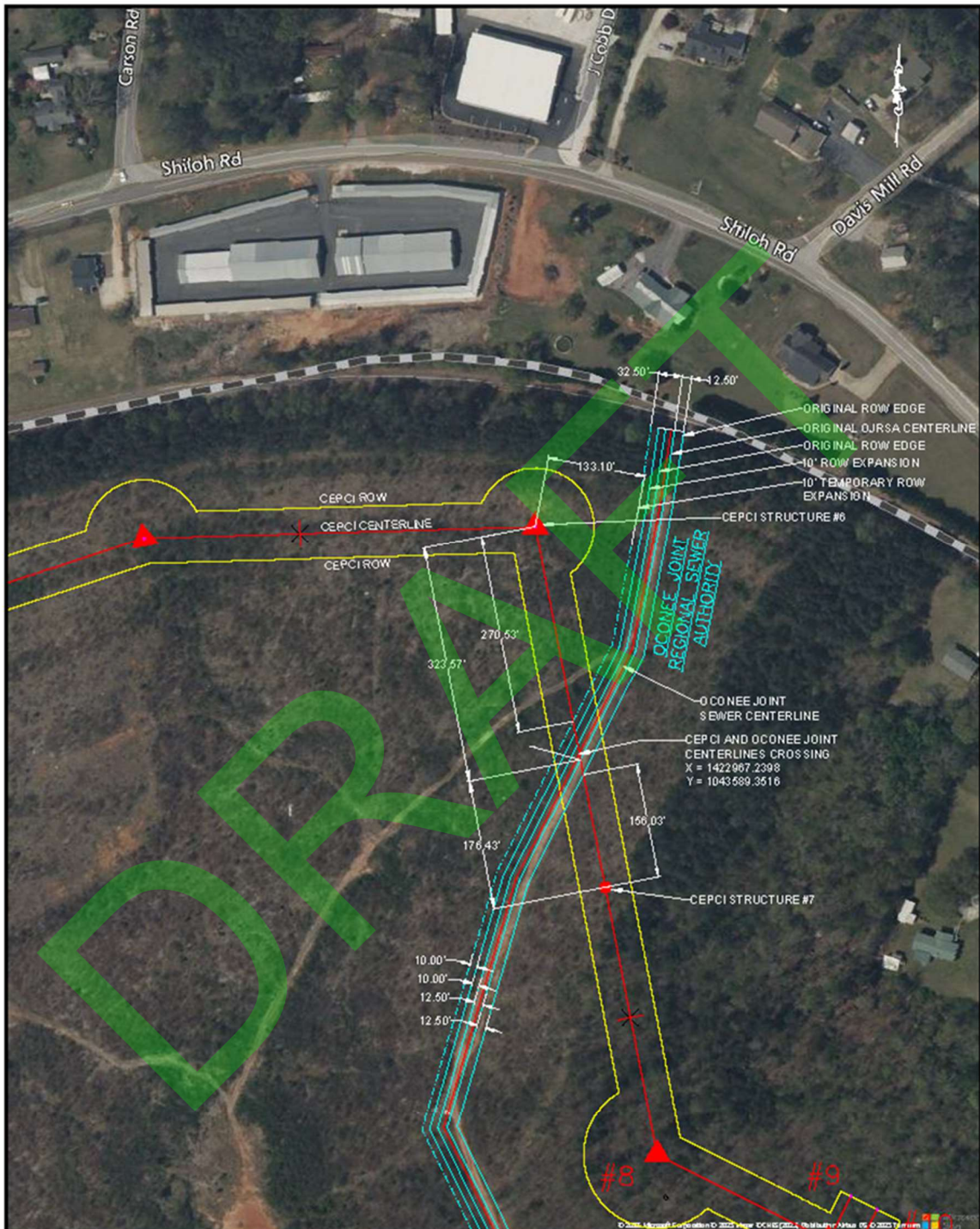


S. C. 50 SANTEE  
UTICA 100KV TRANSMISSION PROJECT  
UTICA OURSA EXPANSION ROW DETAIL  
OCONEE COUNTY, S.C.

DRAWN BY: ASH	DESIGN BY: MBR	REV. #
	CHECKED:	0
DATE: 22 AUGUST 2025	DWG No.	
SCALE		PLT DATE

NO.	BY	DATE	APP.	REVISION

SHEET 1 OF 1



S. C. 50 SAITEC  
 UTICA 100KV TRANSMISSION PROJECT  
 UTICA SEWER LINE CROSSING  
 OCONEE COUNTY, S.C.

DRAWN BY: KSH  
 DESIGN BY: MBB  
 DATE: APRIL 25, 2025  
 SCALE:

CHECKED: [ ]  
 DWG No. [ ]

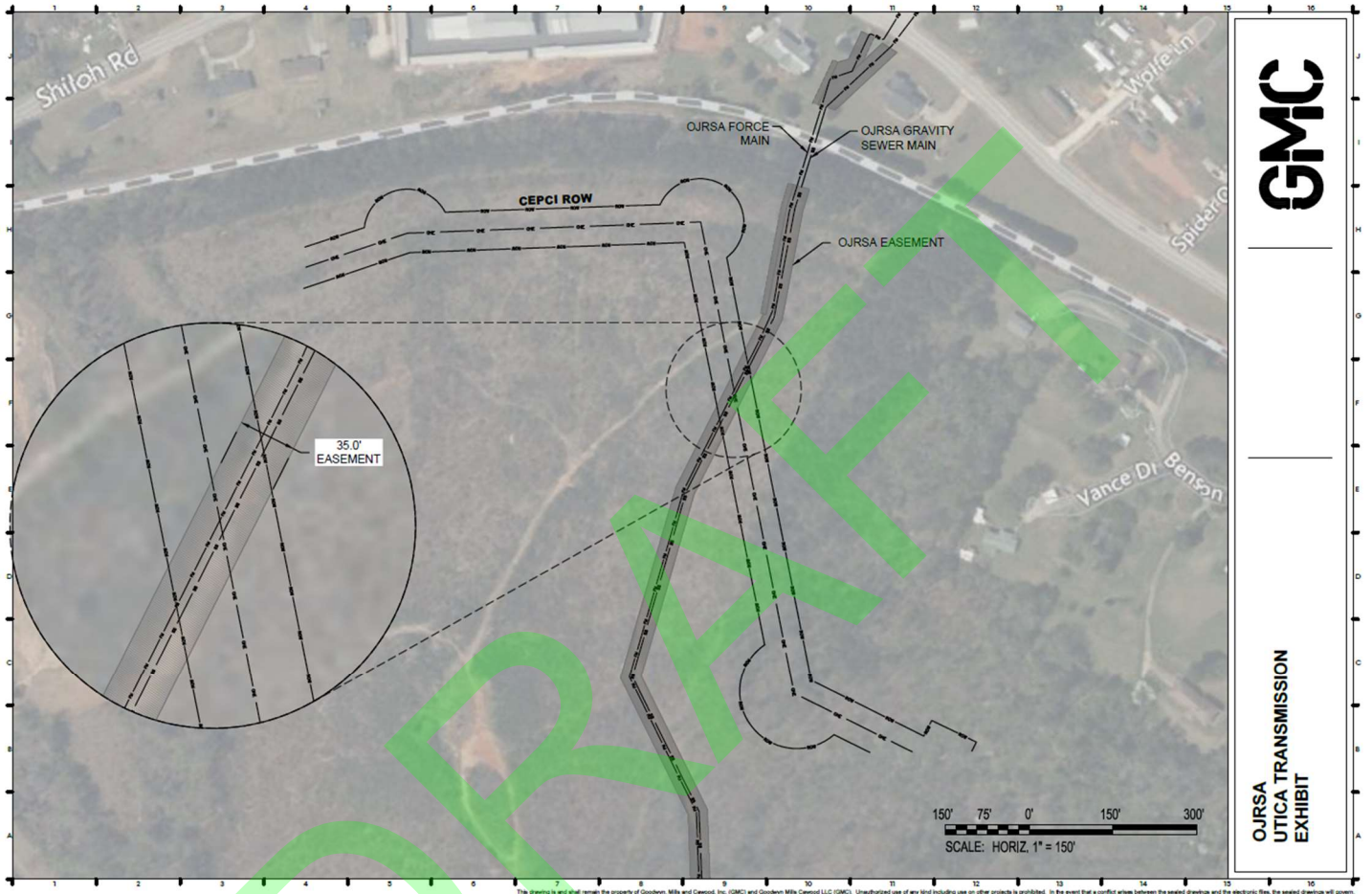
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NO.	BY	DATE	APP.	REVISION

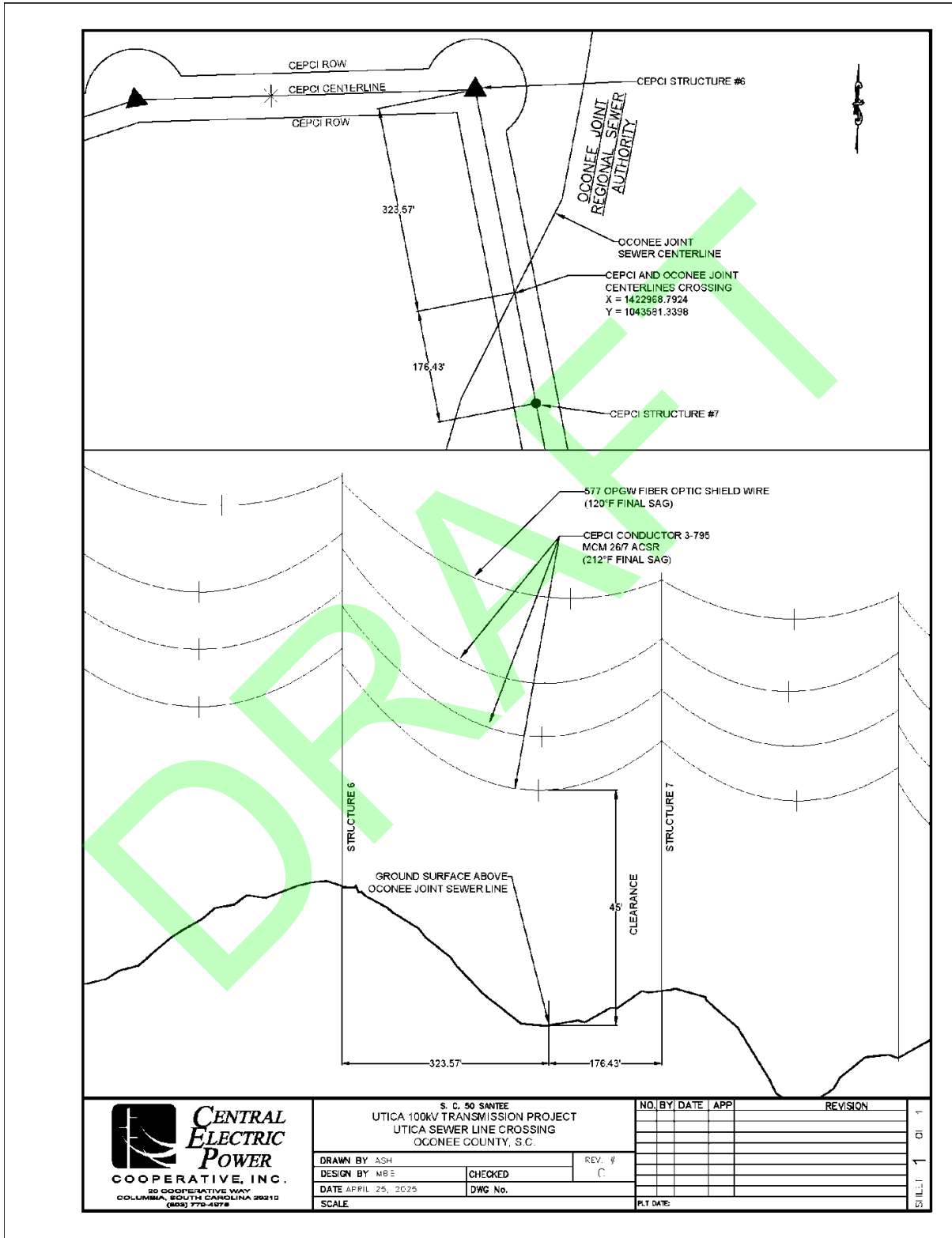
PLT DATE: [ ]

SHEET 1 OF 1

### Exhibit B OJRSA Facilities



### Exhibit C Central Facilities



S. C. 50 STATE  
UTICA 100KV TRANSMISSION PROJECT  
UTICA SEWER LINE CROSSING  
OCONEE COUNTY, S.C.

DRAWN BY ASH	CHECKED	REV. #
DESIGN BY MBE		C
DATE APRIL 25, 2025	DWG No.	
SCALE		

NO.	BY	DATE	APP	REVISION

P.T. DATE:

SHEET 1 OF 1

## FIRM PROPOSAL

SENECA, SC - OJRSA  
SENECA, SC

Quotation No: 577424 – 11/7/2025

Questions related to this Proposal should be directed to Evoqua's area sales representative:

**SALES REPRESENTATIVE**

Chad Carlson

Heyward - Charlotte

Email: [ccarlson@heyward.net](mailto:ccarlson@heyward.net)





Quotation No.: 577424

To: Oconee Joint Regional Sewer Authority

## 1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

Addenda received: none

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

### ITEM & DESCRIPTION

### PRICE

Circular Clarifier Equipment

\$470,462 USD

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this quotation for a list of items to be furnished by others.

**A. OPTIONS:** An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order.

**B. FREIGHT:** Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments or storage.

**C. QUOTATION VALIDITY:** This quotation is valid for a period of sixty (60) days from the date of this proposal unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Evoqua reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Evoqua is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

Due to volatility in material costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.270(P) for August 2025. If the MMPI exceeds 340.955 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 340.955.



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**D. FIELD SERVICES:** Evoqua's pricing includes the services of a factory field service technician for checking the installed equipment and instruction of Owner's personnel.

Category	Trips	Days on Site
Mechanical	2	3
<b>Total</b>	<b>2</b>	<b>3</b>

**E. SERVICE MANUALS:** Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customer's expense. Drawings will be supplied in an unchangeable PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

**F. PAYMENT AND PRICE TERMS:** The terms of payment are net 30 in accordance with the following milestones:

- 25% on order;
- 25% on drawing submittal delivery;
- 25% on release for fabrication;
- 25% on shipment of equipment or offer to ship.

**G. CANCELLATION POLICY:** If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

**Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). If applicable, please provide a copy of payment bond information with the P.O. With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.**

## 2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish drawings for record and installation purposes only. Our Quotation is based on having submittals for approval waived. Equipment will be provided in accordance with the following schedule:

- Record Drawings: Within 4 to 6 weeks prior to equipment delivery.
- Release to Fabrication: Within 15 to 17 weeks from date of final agreement.
- Shipment of Equipment: Within 25 to 27 weeks after release for fabrication.

Actual dates for equipment delivery will be provided after agreed upon schedule and fully executed purchase agreement.

## 3. EQUIPMENT SCOPE

The following equipment and services are included in Evoqua's scope of work:



Quotation No.: 577424

**EQUIPMENT**

Evoqua proposes to furnish one (1) Envirex® Type H center siphon-feed Tow-Bro® clarifier mechanism with submerged sludge manifold and scraping, for installation in existing concrete basin, 100' diameter x 15'-8 3/4" SWD. The basin floor will pitch to the center at a constant slope of 1/4" on 12.

Equipment will consist of the following:

- Drive mechanism with micro-switch overload device and shear pin
- Center column
- Center drive cage
- FEDWA influent energy dissipating baffles
- Influent flocculation well with supports
- Sludge collection manifold
- One (1) unitube sludge collection header
- Header support truss
- One (1) skimmer support truss arm and A-frame supports
- Two (2) skimmer assemblies
- Scum trough with submerged shelf extension and flushing device
- Counterweights
- Associated anchor bolts and attachment bolts

**CONTROLS**

Electrical controls consist of the two (2) micro-switches (one N.O. and one N.C.) in the drive mechanism overload device housing for high torque alarm and motor shut-down.

**EMBEDDED ITEMS**

Embedded items included are:

- Center pier anchor bolt template
- Headed anchors for center pier
- Adhesive anchors for sludge manifold seal ring
- Adhesive anchors for scum trough supports

**WEIRS AND BAFFLES**

Effluent weirs and baffles are not included.

**SPARE PARTS**

No spare parts are included.

No special tools are required for the installation or maintenance of this equipment.

**ERECTION INFORMATION**

Equipment for each mechanism will be shipped as follows:

Center column .....	One (1) section
Center cage .....	One (1) section
Influent well .....	Eight (8) sections
Truss arms .....	Two (2) sections
Unitube sludge Header .....	Two (2) sections



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Minimal field welding will be required.

Skimmer blades, squeegees, tie bars and baffle plates will be shipped loose for field assembly.

The total weight of the header will be approximately 2,390 lbs.

The completely assembled drive will weigh approximately 1,800 lbs.

Because of the size and nature of this equipment, it will not be shipped completely boxed, crated or otherwise packaged.

#### SURFACE PROTECTION

Evoqua's price is based on the following surface protection, unless stated otherwise in this Quotation.

- A. Submerged and non-submerged components will be hot-dip galvanized after fabrication per ASTM-A123
- B. Ferrous chain: One (1) coat of slush oil.
- C. Shafting and exposed machined surfaces: solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.
- D. Wood, nonferrous materials, stainless steel, and galvanized surfaces: unpainted.
- E. Drive units and controls: manufacturer's standard.

Touch-up and all additional coats shall be furnished and applied by others at the site.

Prices are based on paints and surface preparations as outlined in this quotation. In the event an alternate paint system is selected, purchaser's order must advise of its selection. Evoqua will, at its sole discretion, either adjust its price as necessary to comply or ship the material unpainted if compliance is not possible due to price considerations, application problems or environmental controls.

Evoqua does not guarantee primer's compatibility with purchaser's coating system unless approved by the coating system manufacturer. Primers will only protect for a minimal amount of time, usually thirty (30) days. Specific information should be obtained from coating system manufacturer.

#### **4. EXCLUDED ITEMS**

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Stairways, ladders, bridge, walkway, platform, or handrail.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.



Quotation No.: 577424

- Detail shop fabrication drawings.
- Tools or spare parts.
- Equipment offloading and installation of any kind.
- Modifications to existing equipment or structures.
- Supervisory services; laboratory, shop, or field testing.
- Underwriters Laboratory inspection of electrical controls.
- FRP effluent weirs and scum baffles
- FRP density current baffles
- FRP effluent launder covers
- Algae control brushes
- Access stairs and associated handrail
- Handrail on the periphery of the concrete tank
- Pressure relief valves
- Scum pumps, RAS pumps and nozzle spray systems

**5. CLARIFICATIONS/EXCEPTIONS**

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua’s Quotation to the extent they are technically applicable to Evoqua’s scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications

**Evoqua’s standard terms and conditions, including without limitation Evoqua’s warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua’s proposal. Evoqua’s offer or acceptance is expressly conditioned on Buyer’s assent to these terms. Evoqua rejects all additional or different terms in any of Buyer’s forms or documents.**

**The Influent and Effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua’s proposal. System performance may be impacted by factors outside of Evoqua’s control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.**

**6. ADDITIONAL FIELD SERVICES**

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua’s price does not include service of a factory field service technician during the time of installation of the equipment items.



Quotation No.: 577424

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,600 USD per eight (8) hour day plus expenses, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,400 USD per eight (8) hour day plus expenses, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,700 USD cancellation or re-scheduling charge, or actual costs.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.



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**QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC**

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

**Accepted by Buyer:**

**Acknowledged by Seller:**

\_\_\_\_\_  
Company

Evoqua Water Technologies LLC

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Billing Address

Evoqua Water Technologies LLC  
N19 W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188

\_\_\_\_\_  
Address

\_\_\_\_\_  
Shipping Address

**Please submit the signed proposal to [TWEL@xylem.com](mailto:TWEL@xylem.com) along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.**

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



**1. Agreement, Integration and Conflict of Terms.** "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

**2. Proposal, Withdrawal, Expiration.** Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

**3. Prices.** Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.

**4. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("Payment Due Date"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

**5. Title, Delivery, Risk of Loss, Delay.** Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

**"Related Party Buyers"** means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

**6. Warranty.** Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the "Warranty"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.**

**7. Inspection.** Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

**8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.**

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

**9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**

**10. Force Majeure.** Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

**11. Cancellation; Termination.** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

## TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS

V.8 Effective August 1, 2024



**12. Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

**13. Confidential Information.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. Specifications; Back-charges.** Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**16. Buyer's Warranty.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Product Recalls.** In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

**18. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

**19. DISPUTE RESOLUTION.** Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

**20. Export Regulation.** Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not

**TERMS AND CONDITIONS OF SALE – XYLEM AMERICAS**  
**V.8 Effective August 1, 2024**



permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

**21. Privacy and Customer Data.** Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

**22. Titles; Waiver; Severability.** The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

**Changes.** Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.



## DRAFT

# RESERVING CAPACITY FOR LARGE DEVELOPMENTS

### Generally

This following process regarding reservation is required for all types of development projects:

1. Developers are required to perform downstream capacity assessment for all potential projects greater than or equal to 10,000 gallons per day (“gpd”) as stated in OJRSA Development Policy (“Development Policy”). Studies are also required for projects less than 10,000 gpd if the project will be located in an area with capacity limitations, as identified by OJRSA staff. If OJRSA, independently, or on the advice of any third party engineering or capacity consultant engaged by OJRSA, determines, in the sole discretion of OJRSA, there is adequate dry and wet weather capacity in the pipelines and pump stations, then the developer may proceed to the next step. If there is not capacity, then the project cannot proceed.
2. The design for the entire project (or each phase of a project, if developed in phases) must be submitted for initial review by OJRSA. Revisions must be made, as necessary, to comply with applicable portions of OJRSA Sewer Use Regulation (“SUR”) and the OJRSA Development Policy, which is supplemental to the SUR.
3. Once OJRSA reviews and approves a plan, the developer must submit an application for a Permit for OJRSA Wastewater System Capacity (“Capacity Permit”) and pay all impact and other fees<sup>1</sup> for the portion of the project they intend to submit to SC Department of Environmental Services (“SCDES”) for the issuance of the SCDES Permit (as defined below). Submission of a final application for a Capacity Permit must be completed prior to the issuance of any conditional commitment letter from OJRSA (aka a “Willingness to Serve Letter”) to convey and treat flow associated with a project, which is necessary to obtain a wastewater construction permit (“SCDES Permit”).
4. Future phases and expansion must begin at Step 1 when developer is ready for a new phase or further expansion.

### Large Development (Proposed)

In addition to the general process, “Large Developments”, which are defined for purposes of this policy as a development that is projected to be greater than or equal to [50,000] gpd (rounded down to [166] ERUs based on current OJRSA Impact Fee Policy definition stating 1 ERU = 300 gpd) at full project buildout.<sup>2</sup>

5. If an entire project (all current and future phases) or any phase of a project is projected to meet the definition of a Large Development at final buildout after all future expansion or phases are complete, then the developer may apply to OJRSA to reserve capacity for the development. Capacity reservations are limited, and subject to the following conditions:
  - a. OJRSA must be advised in writing of the amount of flow for the entire project.<sup>3</sup>
  - b. All impact and other fees must be paid in full for the projects included on the SCDES Permit prior to the OJRSA granting a “Willingness to Serve the Project” letter to the developer.

<sup>1</sup> Impact fees shall be in accordance with the current *OJRSA Impact Fee Policy*, *OJRSA Schedule of Fees*, and *Development Policy*.

<sup>2</sup> This threshold for Large Development is based on SC Regulation 61-67.300(A)(2)’s definition, which says: “[s]ervice connections which shall contribute more than five (5) percent of the existing wastewater treatment facility’s design capacity, or fifty thousand (50,000) gpd, shall be approved by the Department. This approval is for the additional flow and not for the physical work or materials.”

<sup>3</sup> There must have been capacity or plans to expand capacity (by time next phases are to begin construction) during initial or subsequent capacity requests as included in *Development Policy*.

- c. Capacity will be reserved for period included on the initial SCDES Permit or three (3) years, whichever is longer (the “Capacity Reservation Term”). If the SCDES Permit is extended or amended, then the date (to the extent it constitutes the Capacity Reservation Term) shall remain as stated on the initial SCDES Permit and shall not be extended by OJRSA. Further, OJRSA has no duty or obligation to advise the developer of the expiration, or pending expiration, of the Capacity Reservation Term.
- d. To reserve capacity, the developer must pay a nonrefundable reservation fee equal to 25% of the applicable impact fees for all sewer capacity to be reserved at the then-current impact fee rate (the “Reservation Fee”). Reservation Fees collected shall be maintained in the Wholesale Impact Fund or Retail Impact Fund, as appropriate, and shall be eligible for use as determined by OJRSA and in accordance with *OJRSA Financial and Accounting Policy*. If OJRSA system improvements are necessary to convey the flow from future phases and a means for designing and constructing these improvements has been identified, then capacity in the upgraded system will be reserved for a Large Development so long as all conditions within this policy are met.
- e. The balance of future impact fees due for project shall be applied based upon the impact fees in place at the time the application for a Capacity Permit is made. The Reservation Fee shall be credited against the total amount of any impact fees due and payable at the time of the submission of the application for the Capacity Permit. If the Capacity Reservation Term has expired, no credit for any Reservation Fees shall be allowed. By submitting a request for reserved capacity, the developer expressly acknowledges and agrees that no benefit, credit or offset against impact fees shall result from the payment of the Reservation Fee after the expiration of the Capacity Reservation Term. Once the Capacity Reservation Term has expired, any Reservation Fees previously paid shall not be considered foregone impact fees but instead shall be treated by both OJRSA and the developer as an expired option to purchase capacity. ANY DEVELOPER WHO ELECTS TO PAY RESERVATION FEES EXPRESSLY ACKNOWLEDGES THE EXISTENCE OF THIS PURCHASE OPTION AND THE TERMS OF THIS POLICY. BY PAYING ANY RESERVATION FEE, THE DEVELOPER AGREES THAT THEY HAVE NO RIGHT TO MAKE ANY CLAIM AGAINST OJRSA IF THE CAPACITY RESERVATION TERM EXPIRES WITHOUT THE DEVELOPER RECEIVING ANY BENEFIT OR CREDIT FOR THE RESERVATION FEE TOWARD FUTURE CAPACITY FEE PAYMENTS.
- f. Design on future phase(s) must be approved by OJRSA prior to submittal for a new or expanded SCDES Permit in a manner stated in 5.c above. In order for the developers to have adequate time to assemble their SCDES Permit application, the OJRSA will allow them up to 90 days beyond the initial SCDES Permit expiration date to complete a Capacity Permit and pay impact and other fees.<sup>4</sup> If not completed during this time, then Reservation Fees paid by the developer shall be treated by both OJRSA and the developer as an expired option to purchase capacity as contemplated under Section 5(e) above.

### Examples

Below is a list of examples for how a Large Development may reserve capacity. The examples are for illustrative purposes only and are not intended to be a fulsome representation of capacity reservation situations that may arise for Large Developments. Further, all examples assume there is adequate capacity during the initial project phase and plans are approved by OJRSA for all phases.

*Example 1: A development consisting of a total of 140 ERUs at final buildout wants to build in two equal phases consisting of 70 ERUs during Phase I and 70 ERUs for Phase II, which is scheduled to begin in two years.*

Solution: By policy, this project is not considered a Large Development and capacity shall not be reserved.

*Example 2: A developer plans to build a 300 ERUs project in a single phase.*

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<sup>4</sup> This 90-day extension allows the developer to complete design revisions until the day of the deadline and then have ample time to apply for the Capacity Permit and pay impact and other fees.

Solution: There is not a need to reserve capacity as the entire project will be built in a single phase.

*Example 3(A): A mixed-use community is being considered that will consist of three construction phases. The initial phase (Phase I) will be for 60 ERUs, Phase II will consist of 100 ERUs, and Phase III will and include 40 ERUs.*

Solution: Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase I of the project, the developer must:

1. Submit an application for a Capacity Permit,
2. Pay impact fees for 60 ERUs (and other fees, as applicable)
3. Pay the 25% Reservation Fee for remaining 140 ERUs, and
4. Developer must sign a disclaimer and release acknowledging that the Reservation Fee will be treated as an expired option if the project is not timely developer prior to the expiration of the Capacity Reservation Term

3(B): An SCDES Permit is issued for Phase I on December 1, 2025 but is revised on February 28, 2026. Based on the date of the initial SCDES Permit (which is for 2 years), Phase II of the project must be designed and approved for submittal for the SCDES Permit no later than November 30, 2028, constituting the Capacity Reservation Term (3 years following the initial SCDES Permit date in accordance with 5.b).

Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase II, the developer must:

1. Submit an application for a Capacity Permit for this phase, and
2. Pay the full amount of the the impact fee then due (at the current impact fee rate) for 100 ERUs, less a credit for any Reservation Fee previously paid on the 100 ERUs.

3(C): The Phase II SCDES Permit is issued on June 1, 2027, meaning Phase III will need to be approved for submittal for the final SCDES Permit no later than May 31, 2030. Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase III, the developer must:

1. Submit an application for a Capacity Permit for this phase, and
2. Pay the full amount of the impact fee due for the remaining 40 ERUs, less a credit for any Reservation Fee previously paid on the 40 ERUs.

*Example 4(A): A mixed-use community is being considered that will consist of three construction phases. The initial phase (Phase I) will be for 60 ERUs, Phase II will consist of 100 ERUs, and Phase III will and include 40 ERUs. \*This example assumes a pump station will need to be replaced to accommodate the final 40 ERUs needed for Phase III and the OJRSA has committed to making those improvements in the near future to support this project and other growth in the area. Note: An agreement with the developer to fund the necessary improvements will be needed before OJRSA will approve phases of this project that are above the maximum amount identified in the capacity study.*

Solution: Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase I of the project, the developer must:

1. Submit an application for a Capacity Permit,
2. Pay impact fees for 60 ERUs (and other fees, as applicable), and
3. Pay the 25% Reservation Fee for remaining 140 ERUs.

4(B) An SCDES Permit is issued for Phase I on December 1, 2025 but is revised on February 28, 2026. Based on the date of the initial SCDES Permit (which is for 2 years), Phase II of the project must be designed and approved for submittal for the SCDES Permit no later than November 30, 2028, constituting the Capacity Reservation Term (3 years following the initial SCDES Permit date in accordance with 5.b).

The OJRSA will begin designing and completing the improvements to support flow associated with all phases of this project.

Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase II, the developer must:

1. Submit an application for a Capacity Permit for this phase, and
2. Pay the full amount of the impact fee due (at the current impact fee rate) for 100 ERUs, less a credit for any Reservation Fee previously paid on the 100 ERUs.

4(C): The Phase II SCDES Permit is issued on June 1, 2027, meaning Phase III will need to be approved for submittal for the final SCDES Permit no later than May 31, 2030. Prior to OJRSA issuing a “Willingness to Serve the Project” letter for Phase III, the developer must:

1. Submit an application for a Capacity Permit for this phase, and
2. Pay the full amount of the impact fee then due for the remaining 40 ERUs, less a credit for any Reservation Fee previously paid on the 40 ERUs;
3. Pay all costs and other expenses committed by the developer under the agreement of OJRSA to fund any necessary infrastructure improvements.



# Piedmont Municipal Power Agency

BOARD PACK

for

**PMPA Board Meeting**

Thursday, November 20, 2025

10:00 AM (EST)

Held at:

PMPA Office

121 Village Drive, Greer, SC 29651

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# AGENDA

## PMPA BOARD MEETING



<b>Name:</b>	Piedmont Municipal Power Agency
<b>Date:</b>	Thursday, November 20, 2025
<b>Time:</b>	10:00 AM to 2:00 PM (EST)
<b>Location:</b>	PMPA Office, 121 Village Drive, Greer, SC 29651 <a href="https://pmpa.zoom.us/j/81492300392?pwd=mihMaakXwbbvKDmLxjWiSyLeWfC3cV.1">https://pmpa.zoom.us/j/81492300392?pwd=mihMaakXwbbvKDmLxjWiSyLeWfC3cV.1</a>
<b>Board Members:</b>	Blake Stone, Andy Sevic (Chair), Mayor Brian Ramey, David Vehaun, Eric Goodwin, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, Joe Nichols, John Young, Keith Wood, Kevin Bronson, Lance Davis, Marc Regier, Mike Richard, Steve Bratton, Mike Clary, Joey Meadors, Mayor Randy Randall, David Dorman
<b>Attendees:</b>	Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell, Dennis Cameron, Gary Brunault, Joel Ledbetter, JulieAnne London, Kenny Bradley, Lynn Price, Mike Frazier, Rion Foley, Robby Townsend, Tracy Quinn, Will Blanton

- 1. Call to Order
  - 1.1 Identify Virtual Attendees
  - 1.2 Declaration of Quorum
  - 1.3 Invocation

## 2. Approval of Minutes

### 2.1 Confirm Minutes

Supporting Documents:

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### 2.2 Approval September 18, 2025 and October 29-31, 2025 Board Meeting Minutes

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### 3. Acceptance of Financial Report

#### 3.1 September and October 2025

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### 4. Reports

#### 4.1 Finance

#### 4.2 Engineering

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#### 4.4 Management

### 5. Items for Discussion

### 6. Action Item

#### 6.1 Consideration of 2026 G&A Budget

**For Decision**

Supporting Documents:

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### 7. Executive Session

#### 7.1 Vote to enter into Executive Session

#### 7.2 Discussion of Matters Pertaining to Contractual Negotiations

#### 7.3 Vote to return to Regular Session

### 8. Actions to be taken based on discussion in Executive Session

9. Participant Discussion

10. Adjourn

**10.1 Adjourn**

**Next meeting:** PMPA Board Meeting - Dec 18, 2025, 10:00 AM

A motion was made by Mr. Bagley, with a second by Mr. Nichols, to adjourn the meeting.

# MINUTES (in Review)



## PMPA BOARD MEETING

<b>Name:</b>	Piedmont Municipal Power Agency
<b>Date:</b>	Thursday, September 18, 2025
<b>Time:</b>	10:00 AM to 11:58 AM (EDT)
<b>Location:</b>	PMPA Office, 121 Village Drive, Greer, SC 29651
<b>Board Members:</b>	Andy Sevic (Chair), Mike Clary, Mayor Randy Randall, Joey Meadors, Eric Goodwin, David Dorman, Steve Bratton, Mike Richard, Marc Regier, John Young, Keith Wood, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, David Vehaun, Joe Nichols, Lance Davis, Kevin Bronson, Mayor Brian Ramey
<b>Attendees:</b>	Joel Ledbetter, JulieAnne London, Mike Frazier, Dennis Cameron, Tracy Quinn, Lynn Price, Will Blanton, Kenny Bradley, Gary Brunault, Rion Foley
<b>Apologies:</b>	Blake Stone, Cindy Frierson, Angie Hoover, Brandon Audet, Dedra Howell, Robby Townsend, Tom Gressette
<b>Guests:</b>	Tim Baker, Scott Motsinger, Belton Zeigler, Mark White, and Andrea Kelley
<b>Notes:</b>	Virtual Attendees: Kevin Bronson, Gary Brunault, and Andrea Kelley

### 1. Call to Order

#### 1.1 Identify Virtual Attendees

#### 1.2 Declaration of Quorum

Chairman Sevic declared that a quorum is present and the Board can conduct business.

#### 1.3 Invocation

Mr. Ledbetter gave the invocation.

### 2. Approval of Minutes

#### 2.1 Confirm Minutes

PMPA Board Meeting Aug 21, 2025, the minutes were confirmed as presented.

#### 2.2 Vote to Approve Minutes of August 21, 2025 Board Meeting



##### Vote to Approve Minutes of August 21, 2025 Board Meeting

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

**Decision Date:** Sep 18, 2025

**Mover:** David Dorman  
**Second:** Mayor Randy Randall  
**Outcome:** Approved

### 3. Acceptance of Financial Report

#### 3.1 August 2025



##### August 2025

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

**Decision Date:** Sep 18, 2025  
**Mover:** Mayor Randy Randall  
**Second:** Mayor Foster Senn  
**Outcome:** Approved

### 4. Reports

#### 4.1 Finance

Nothing to report.

#### 4.2 Engineering

Mr. Frazier reviewed the standard engineering reports for August that were included in the Board Pack.

Mr. Frazier reviewed the current status of the Laurens Transmission Line.

Mr. Frazier advised the Board that two large loads, for Gaffney and Rock Hill, were being reviewed. He noted that a request to Duke for a System Impact Study for transmission has been submitted and accepted for the load in Gaffney. Duke has 60 days to respond.

#### 4.3 Catawba

Mr. Cameron reviewed the Catawba and McGuire report that was included in the Board Pack and provided updates since that report.

#### 4.4 Management

Mr. Ledbetter reminded the Board that when looking for documents on BoardPro, they need to be access BoardPro via the website. Using the App is limited to viewing the Board Pack only.

Mr. Ledbetter discussed the status of the Duke Energy Carolinas and Duke Energy Progress consolidation filing at FERC.

Mr. Ledbetter reminded the Board of the upcoming Annual Planning Meeting in October and the topics to be discussed.

## 5. Executive Session

### 5.1 Vote to enter into Executive Session



#### Vote to enter into Executive Session

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

<b>Decision Date:</b>	Sep 18, 2025
<b>Mover:</b>	John Young
<b>Seconder:</b>	Mayor Foster Senn
<b>Outcome:</b>	Approved

### 5.2 Discussion of Matters Pertaining to Contractual Negotiations

### 5.3 Vote to return to Regular Session



#### Vote to return to Regular Session

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

<b>Decision Date:</b>	Sep 18, 2025
<b>Mover:</b>	Jimmy Bagley
<b>Seconder:</b>	David Dorman
<b>Outcome:</b>	Approved

## 6. Adjourn

### 6.1 Adjourn

**Next meeting:** PMPA Board Meeting - Nov 20, 2025, 10:00 AM

A motion was made by Mr. Bagley, with a second by Mr. Nichols, to adjourn the meeting.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Board of Directors Planning Meeting  
Piedmont Municipal Power Agency  
October 29 - 31, 2025  
Flat Rock NC**

**Voting  
Members  
Present**

Andy Sevic, Chairman	Easley
Blake Stone	Abbeville
Jimmy Bagley	Rock Hill
John Young	Laurens
Kevin Bronson	Westminster
David Dorman	Gaffney
Joe Nichols	Union
Mike Richard	Greer
Randy Randall	Clinton
Foster Senn	Newberry

**Others**

Joel Ledbetter	PMPA
Julianne London	PMPA
Mike Frazier	PMPA
Dennis Cameron	PMPA
Marc Regier	Greer
Steve Bratton	Gaffney
Lance Davis	Union
Joey Meadors	Clinton
Keith Woods	Laurens
Jason Taylor	Newberry
Eric Goodwin	Easley
David Vehaun	Rock Hill
Brian Ramey	Westminster
Rion Foley	Burr-Forman
Gary Brunault	GDS

**Call to Order**

Chairman Sevic called the meeting of the Executive Committee to order at 3:30 pm on October 29, 2025.

**Executive Session**

A motion was made by John Young to enter into Executive Session to discuss matters that are incidental to contractual negotiations and other matters. Motion was seconded by David Dorman. Motion carried.

A motion was made by Kevin Bronson to exit Executive Session with a second by Blake Stone. Motion carried.

**Adjournment**

There being no further action, the meeting was adjourned at 4:30 pm on October 30, 2025.

Respectfully submitted,

Joel D. Ledbetter  
Board Secretary

**PIEDMONT MUNICIPAL POWER AGENCY**  
**COMPARATIVE STATEMENT OF NET POSITION**  
**AS OF SEPTEMBER 30, 2025**  
**(DOLLARS IN THOUSANDS)**

<b>ASSETS</b>	<b>LAST MONTH</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>THIS MONTH</b>
<b>CURRENT UNRESTRICTED ASSETS:</b>				
Cash And Marketable Debt Securities (W/C)	\$78,799	\$206	\$0	\$79,005
Revenue Fund Valuation	(2)	1	0	(1)
Fuel	(6,533)	400	0	(6,133)
Participants Accounts Receivable (W/C)	18,889	0	981	17,909
Other Accounts Receivable (W/C)	350	0	185	166
Materials & Supplies	20,972	344	0	21,315
<b>TOTAL CURRENT UNRESTRICTED ASSETS</b>	<b>112,475</b>	<b>0</b>	<b>216</b>	<b>112,260</b>
<b>CURRENT RESTRICTED ASSETS:</b>				
Debt Service	48,464	7,195	0	55,660
Debt Service Reserve	46,187	0	0	46,187
Reserve and Contingency	7,038	1,447	0	8,485
Decommissioning	144,249	620	0	144,869
Supplemental Power Reserve	1,600	0	0	1,600
Restricted Funds Valuation	524	600	0	1,124
<b>TOTAL CURRENT RESTRICTED ASSETS</b>	<b>248,063</b>	<b>9,863</b>	<b>0</b>	<b>257,926</b>
<b>TOTAL CURRENT ASSETS</b>	<b>360,539</b>	<b>9,647</b>	<b>0</b>	<b>370,186</b>
<b>CAPITAL ASSETS, NET:</b>				
Generation	355,440	0	744	354,696
Transmission	4,019	0	11	4,008
LDMS/SCADA	429	0	12	417
General	468	10	0	478
Nuclear Fuel - In Stock And Progress	34,148	203	0	34,351
Nuclear Fuel - In Reactor	16,596	0	603	15,994
Construction In Progress	25,786	525	0	26,311
<b>TOTAL CAPITAL ASSETS, NET</b>	<b>436,887</b>	<b>0</b>	<b>633</b>	<b>436,254</b>
<b>OTHER NON CURRENT ASSETS:</b>				
Net Costs Recoverable From Future Participants Billings	198,953	0	4,058	194,895
Participant Settlement Receivable	45,400	0	0	45,400
<b>TOTAL NON CURRENT ASSETS</b>	<b>681,241</b>	<b>0</b>	<b>4,691</b>	<b>676,550</b>
<b>TOTAL ASSETS</b>	<b>\$1,041,779</b>	<b>\$4,956</b>	<b>\$0</b>	<b>\$1,046,735</b>
<b>DEFERRED OUTFLOWS:</b>				
Asset Retirement Obligation	\$36,263	\$0	\$79	\$36,184
Redemption Losses, Net	3,792	0	54	3,738
Losses On Advanced Refunding Of Debt, Net	4,057	0	81	3,976
<b>TOTAL DEFERRED OUTFLOWS</b>	<b>\$44,112</b>	<b>\$0</b>	<b>\$214</b>	<b>\$43,898</b>

**PIEDMONT MUNICIPAL POWER AGENCY**  
**COMPARATIVE STATEMENT OF NET POSITION**  
**AS OF SEPTEMBER 30, 2025**  
**(DOLLARS IN THOUSANDS)**

<u>LIABILITIES</u>	<u>LAST MONTH</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>THIS MONTH</u>
<b>CURRENT LIABILITIES:</b>				
Accounts Payable - General (W/C)	\$10	\$0	\$10	\$0
Accounts Payable - Duke (WC)	988	331	0	1,319
Accounts Payable - Other (WC)	1,794	869	0	2,663
Accrued Expenses - Payroll (W/C)	0	0	0	0
Accrued Expenses - Vacation (W/C)	88	0	0	88
Accrued Expenses - Sick (W/C)	178	0	0	178
Accrued Expenses - Property Taxes (W/C)	6,750	842	0	7,592
<b>TOTAL CURRENT LIABILITIES</b>	<b>9,808</b>	<b>2,032</b>	<b>0</b>	<b>11,840</b>
<b>CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS:</b>				
Accrued Interest Payable	187,954	2,811	0	190,765
<b>TOTAL CURRENT LIABILITIES</b>	<b>197,763</b>	<b>4,843</b>	<b>0</b>	<b>202,605</b>
<b>LONG-TERM LIABILITIES:</b>				
Bonds - Including Current Installment	340,015	0	0	340,015
Bonds - Settlement	48,330	0	0	48,330
Bond Discounts	(28)	0	0	(27)
Bond Premium	32,691	0	553	32,138
CAB	80,330	0	0	80,330
Asset Retirement Obligation	186,625	495	0	187,120
Participant Interest Payable (W/C)	162	8	0	170
Other Postemployment Benefits	1,724	0	0	1,724
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>689,849</b>	<b>0</b>	<b>50</b>	<b>689,800</b>
<b>TOTAL LIABILITIES</b>	<b>\$887,612</b>	<b>\$4,793</b>	<b>\$0</b>	<b>\$892,405</b>
<b>DEFERRED INFLOWS:</b>				
Postemployment Benefits	\$216	\$0	\$0	\$216
<b>NET POSITION</b>				
Net Investments In Capital Assets	(\$8,271)	\$0	\$216	(\$8,488)
Restricted For Other	1,600	0	0	1,600
Unrestricted	204,735	165	0	204,900
<b>TOTAL NET POSITION</b>	<b>\$198,063</b>	<b>\$0</b>	<b>\$51</b>	<b>\$198,012</b>
<b>INFORMATIONAL PURPOSES:</b>				
Working Capital	\$88,069	\$0	\$3,000	\$85,069

# PIEDMONT MUNICIPAL POWER AGENCY

## FINANCIAL SUMMARY

### AS OF SEPTEMBER 30, 2025

#### MAJOR DEVIATIONS FROM THE BUDGET WERE:

SEPTEMBER VARIANCES			
(In Millions)	\$	%	Comments
Working Capital	(\$0.88)	-41.6%	
Participant Power Sales	(\$0.22)	-1.2%	
Surplus Sales	\$0.08	147.4%	Higher quantity sold than budgeted, offset by lower than budgeted average price received for sales
Miscellaneous Income/Expense	(\$1.11)	-56.6%	2024 Duke Annual True-up Adjustment, primarily related the Duke Energy Plaza HQ and fees
Interest Income	\$0.10	11.5%	Primarily higher than budgeted yields in the DCOM and DSR funds
Catawba Project Costs	\$0.33	5.7%	Primarily lower than budgeted operations costs
Supplemental Power Costs	\$0.12	2.3%	
Catawba Capital Additions	\$0.82	62.5%	Lower than budgeted expenses due to timing of expenses
PMPA Capital Additions	\$0.16	75.9%	Primarily timing of Laurens Transmission line project
Other	(\$1.16)	-15.4%	Duke inventory adjustment, coupled with higher R&C transfer due to timing of Cap Adds

YEAR-TO-DATE VARIANCES			
(In Millions)	\$	%	Comments
Working Capital	\$5.66	218.2%	
Participant Power Sales	\$1.33	0.8%	
Surplus Sales	\$1.77	43.4%	Higher energy sales and pricing received for sales than budgeted
Miscellaneous Income/Expense	(\$0.60)	-8.2%	2024 Duke Annual True-up Adjustment, primarily related the Duke Energy Plaza HQ, partially offset by lower than budgeted Duke fees
Interest Income	(\$0.01)	-0.1%	
Catawba Project Costs	\$3.50	5.9%	Lower than budgeted O&M costs & year-end Duke benefits, insurance, and G&A true-up
Supplemental Power Costs	(\$1.54)	-3.9%	
Catawba Capital Additions	\$1.70	11.1%	Lower than budgeted expenses, Duke forecasts to finish the year under budget
PMPA Capital Additions	\$1.59	68.8%	Primarily timing of Laurens Transmission line project
Other	(\$2.08)	-3.5%	

Favorable >5%

Near Budget +/- 5%

Unfavorable < 5%

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION AS OF SEPTEMBER 30, 2025 (DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
<b>CATAWBA PROJECT:</b>							
CATAWBA POWER SALES							
Participant	\$13,688	\$13,560	\$128	\$131,283	\$129,863	\$1,420	1.1%
Duke-Exchange Energy	545	616	(71)	8,434	8,422	12	0.1%
Other-Surplus	141	57	84	5,840	4,073	1,767	43.4%
<b>TOTAL</b>	<b>14,374</b>	<b>14,233</b>	<b>141</b>	<b>145,557</b>	<b>142,358</b>	<b>3,199</b>	<b>2.2%</b>
CATAWBA POWER COSTS							
Operations & Maintenance	1,510	2,082	(572)	18,453	21,306	(2,853)	(13.4%)
Fuel Amort(Fuel Acct Deposit)	603	630	(27)	10,031	10,279	(248)	(2.4%)
Purch Power-Duke-McGuire Cap	20	20	0	183	184	(1)	(0.6%)
-McGuire Energy	1,038	1,014	24	8,810	8,814	(4)	0.0%
Customer Acct and G&A-Duke	1,054	758	296	6,985	6,825	160	2.4%
Customer Acct and G&A-Agency	232	280	(48)	3,323	3,830	(507)	(13.2%)
Property Tax Equivalent	834	833	1	7,514	7,511	3	0.0%
Tax Other-Duke	107	106	1	896	949	(53)	(5.6%)
<b>TOTAL</b>	<b>5,397</b>	<b>5,723</b>	<b>(326)</b>	<b>56,195</b>	<b>59,698</b>	<b>(3,503)</b>	<b>(5.9%)</b>
FUNDS AVAILABLE FROM OPERATIONS	8,977	8,510	467	89,362	82,660	6,702	8.1%
INTEREST INCOME	1,001	898	103	7,404	7,413	(9)	(0.1%)
MISCELLANEOUS INCOME(EXPENSE)	(3,080)	(1,967)	(1,113)	(7,982)	(7,379)	(603)	8.2%
FUNDS AVAILABLE FOR CAPITAL NEEDS	6,898	7,441	(543)	88,784	82,694	6,090	7.4%
OTHER AVAILABLE FUNDS							
Debt Service-Principal	0	0	0	66,565	66,565	0	0.0%
-Interest	0	0	0	20,254	20,254	0	0.0%
Reserve & Contingency - Capital Additions	493	1,314	(821)	13,594	15,294	(1,700)	(11.1%)
Fuel	203	1,152	(949)	12,157	17,314	(5,157)	(29.8%)
DEPOSITS							
Debt Service-Principal	2,255	2,256	(1)	20,298	20,298	0	0.0%
-Interest	4,738	4,739	(1)	42,338	42,337	1	0.0%
Reserve & Contingency	1,940	1,940	0	17,461	17,460	1	0.0%
Decommissioning	620	583	37	5,059	5,103	(44)	(0.9%)
Inventory	344	40	304	564	89	475	533.2%
PAYMENTS							
Debt Service-Principal	0	0	0	66,565	66,565	0	0.0%
-Interest	0	0	0	20,254	20,254	0	0.0%
Capital Additions	493	1,314	(821)	13,594	15,294	(1,700)	(11.1%)
Fuel	203	1,152	(949)	12,157	17,314	(5,157)	(29.8%)
TRANSFERS (TO) FROM							
Reserve & Contingency	0	0	0	0	0	0	0.0%
DSR Release/Special Transfers	0	0	0	0	0	0	0.0%
Catawba Working Capital	(3,000)	(2,117)	(883)	3,064	(2,593)	5,657	(218.2%)
Supplemental Working Capital	0	0	0	0	0	0	0.0%
<b>WORKING CAP INCREASE(DECREASE)</b>	<b>(\$3,000)</b>	<b>(\$2,117)</b>	<b>(\$883)</b>	<b>\$3,064</b>	<b>(\$2,593)</b>	<b>\$5,657</b>	<b>(218.2%)</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION

### AS OF SEPTEMBER 30, 2025

#### (DOLLARS IN THOUSANDS)

	CURRENT MONTH		YEAR TO DATE		%		
	ACTUAL	BUDGET	OVER(UUNDER)	BUDGET		OVER(UUNDER)	
<b>SUPPLEMENTAL:</b>							
SUPPLEMENTAL POWER SALES							
Participants-Supplemental Power	4,898	5,243	(345)	39,951	40,041	(90)	(0.2%)
-Leased Facilities	26	29	(3)	237	254	(17)	(6.6%)
-Other	123	100	23	986	977	9	0.9%
<b>TOTAL</b>	<b>5,047</b>	<b>5,372</b>	<b>(325)</b>	<b>41,175</b>	<b>41,272</b>	<b>(97)</b>	<b>(0.2%)</b>
<b>SUPPLEMENTAL POWER COSTS</b>							
Purch Power-Supp Capacity	961	839	122	8,233	7,882	351	4.5%
-Supp Energy	1,772	1,917	(145)	10,289	10,154	135	1.3%
Purch Power-Participants	1,033	1,129	(96)	9,550	9,909	(359)	(3.6%)
Purch Power-Other	383	373	10	2,759	2,317	442	19.1%
Transmission	780	773	7	8,243	7,086	1,157	16.3%
Transmission-Agency	0	4	(4)	24	37	(13)	(35.4%)
Leased Facilities-Duke	37	39	(2)	327	340	(13)	(3.8%)
Meter-Agency	1	0	1	95	108	(13)	(12.3%)
Customer Acct and G&A-Duke	0	0	0	0	0	0	0.0%
Customer Acct and G&A-Agency	62	75	(13)	883	1,029	(146)	(14.2%)
Property Tax Equivalent	8	9	(1)	78	81	(3)	(4.1%)
<b>TOTAL</b>	<b>5,038</b>	<b>5,158</b>	<b>(120)</b>	<b>40,481</b>	<b>38,943</b>	<b>1,538</b>	<b>3.9%</b>
FUNDS AVAILABLE FROM OPERATIONS	9	214	(205)	694	2,329	(1,635)	(70.2%)
MISCELLANEOUS INCOME(EXPENSE)	244	199	45	1,844	1,798	46	2.5%
<b>FUNDS AVAILABLE FOR CAPITAL NEEDS</b>	<b>253</b>	<b>413</b>	<b>(160)</b>	<b>2,538</b>	<b>4,127</b>	<b>(1,589)</b>	<b>(38.5%)</b>
<b>PAYMENTS</b>							
Debt Service-Interest	202	201	1	1,816	1,816	0	0.0%
Capital Additions-Transmission	5	210	(205)	331	1,894	(1,563)	(82.5%)
-LDMSS/SCADA	46	0	46	372	341	31	9.0%
-General	0	2	(2)	19	76	(57)	(75.1%)
<b>WORKING CAP INCREASE(DECREASE)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF G&A EXPENSE

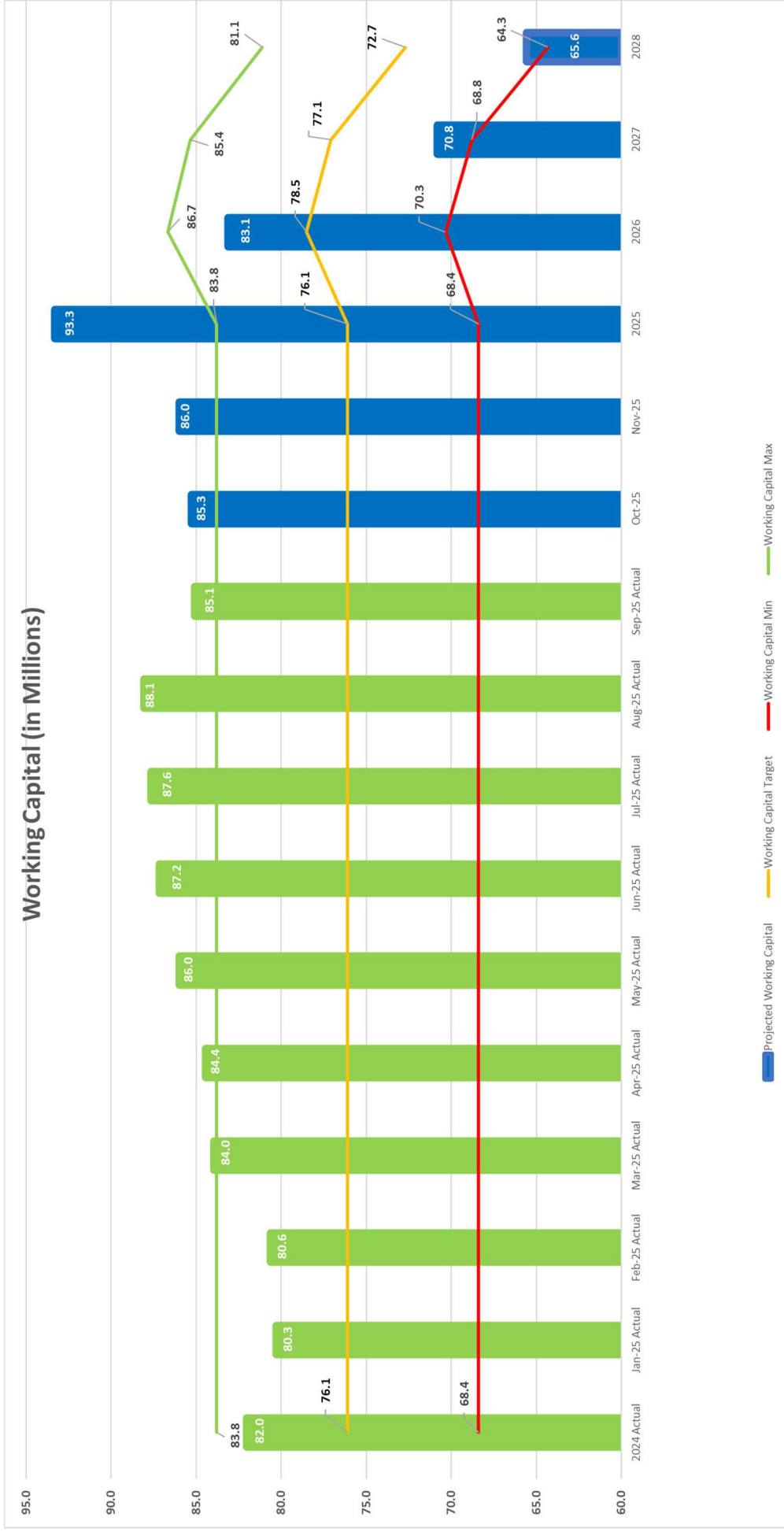
### AS OF SEPTEMBER 30, 2025

	CURRENT MONTH			YEAR TO DATE			% ANNUAL	
	ACTUAL	BUDGET	OVER/(UNDER)	ACTUAL	BUDGET	OVER/(UNDER)	%	BUDGET
<b>G&amp;A-OFFICE EXPENSE</b>								
Payroll	\$1,271,313	\$1,328,400	(\$57,087)	\$1,271,313	\$1,328,400	(\$57,087)	(4.3)	70.7
Employer's FICA	92,961	97,300	(4,339)	92,961	97,300	(4,339)	(4.5)	80.8
Medical/Life Insurance	174,151	172,500	1,651	174,151	172,500	1,651	1.0	75.7
401A Plan	128,181	126,900	1,281	128,181	126,900	1,281	1.0	77.7
Subscriptions	1,409	1,200	209	1,409	1,200	209	17.4	70.5
Dues & Memberships	329,514	339,000	(9,486)	329,514	339,000	(9,486)	(2.8)	86.9
Utilities	15,644	18,900	(3,256)	15,644	18,900	(3,256)	(17.2)	62.6
Telephone	12,400	12,800	(400)	12,400	12,800	(400)	(3.1)	72.9
Office Supplies	3,540	18,900	(15,360)	3,540	18,900	(15,360)	(81.3)	14.2
Postage	649	1,400	(751)	649	1,400	(751)	(53.6)	32.5
Printing	859	1,700	(841)	859	1,700	(841)	(49.5)	43.0
Board & Staff Expenses	13,986	15,600	(1,614)	13,986	15,600	(1,614)	(10.3)	24.5
Miscellaneous	2,472	2,300	172	2,472	2,300	172	7.5	82.4
Equipment Rental	5,079	5,300	(221)	5,079	5,300	(221)	(4.2)	72.6
Maintenance-Building	68,191	93,000	(24,809)	68,191	93,000	(24,809)	(26.7)	66.9
Travel-Conf/Meetings	142,917	252,200	(109,283)	142,917	252,200	(109,283)	(43.3)	47.6
Travel-Training	10,482	26,700	(16,218)	10,482	26,700	(16,218)	(60.7)	34.9
Travel-Agency	22,661	27,200	(4,539)	22,661	27,200	(4,539)	(16.7)	62.9
Worker's Comp Insurance	4,604	5,000	(396)	4,604	5,000	(396)	(7.9)	92.1
Property Insurance	11,361	13,000	(1,639)	11,361	13,000	(1,639)	(12.6)	87.4
Liability Insurance	95,589	111,000	(15,411)	95,589	111,000	(15,411)	(13.9)	86.1
Bank & Rating Agency Fees	94,473	109,800	(15,327)	94,473	109,800	(15,327)	(14.0)	85.9
Annual Report	1,973	3,000	(1,027)	1,973	3,000	(1,027)	(34.2)	65.8
Economic Development	325,150	482,300	(157,150)	325,150	482,300	(157,150)	(32.6)	64.6
Telecommunications	82,730	84,600	(1,870)	82,730	84,600	(1,870)	(2.2)	73.2
Maintenance-Telecom	0	4,500	(4,500)	0	4,500	(4,500)	(100.0)	0.0
Computer Hardware/Software	338,131	347,300	(9,169)	338,131	347,300	(9,169)	(2.6)	83.9
<b>TOTAL G&amp;A OFFICE EXPENSE</b>	<b>3,250,420</b>	<b>3,701,800</b>	<b>(451,380)</b>	<b>3,250,420</b>	<b>3,701,800</b>	<b>(451,380)</b>	<b>(12.2)</b>	<b>71.2</b>
<b>G&amp;A-OUTSIDE SERVICES</b>								
Legal	591,540	686,200	(94,660)	591,540	686,200	(94,660)	(13.8)	64.6
Engineering	166,475	247,500	(81,025)	166,475	247,500	(81,025)	(32.7)	50.4
Accounting	70,740	70,000	740	70,740	70,000	740	1.1	101.1
Financial	117,757	127,300	(9,543)	117,757	127,300	(9,543)	(7.5)	47.5
Administrative	8,120	5,000	3,120	8,120	5,000	3,120	62.4	162.4
Technology	1,133	21,700	(20,567)	1,133	21,700	(20,567)	(94.8)	3.9
<b>TOTAL G&amp;A OUTSIDE SERVICES</b>	<b>955,765</b>	<b>1,157,700</b>	<b>(201,935)</b>	<b>955,765</b>	<b>1,157,700</b>	<b>(201,935)</b>	<b>(17.4)</b>	<b>59.8</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$4,206,185</b>	<b>\$4,859,500</b>	<b>(\$653,315)</b>	<b>\$4,206,185</b>	<b>\$4,859,500</b>	<b>(\$653,315)</b>	<b>(13.4)</b>	<b>68.3</b>
<b>TRANSMISSION EXPENSE-AGENCY</b>								
Transmission Line Maintenance	\$23,908	\$37,000	(\$13,092)	\$23,908	\$37,000	(\$13,092)	(35.4)	47.8
Energy Efficiency/DSM	94,746	108,000	(13,254)	94,746	108,000	(13,254)	(12.3)	69.7
<b>TOTAL XMSN EXPENSE</b>	<b>\$118,654</b>	<b>\$145,000</b>	<b>(\$26,346)</b>	<b>\$118,654</b>	<b>\$145,000</b>	<b>(\$26,346)</b>	<b>(18.2)</b>	<b>63.8</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## AS OF SEPTEMBER 30, 2025

After this month's operations, PMPA had \$85.1 million in working capital, which was \$5.7 million better than the YTD budget.



**PIEDMONT MUNICIPAL POWER AGENCY**  
**COMPARATIVE STATEMENT OF NET POSITION**  
**AS OF OCTOBER 31, 2025**  
**(DOLLARS IN THOUSANDS)**

<u>ASSETS</u>	<u>LAST MONTH</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>THIS MONTH</u>
<b>CURRENT UNRESTRICTED ASSETS:</b>				
Cash And Marketable Debt Securities (W/C)	\$79,005	\$0	\$3	\$79,001
Revenue Fund Valuation	(1)	0	0	(1)
Fuel	(6,133)	0	2,042	(8,176)
Participants Accounts Receivable (W/C)	17,909	0	1,058	16,850
Other Accounts Receivable (W/C)	166	367	0	532
Materials & Supplies	21,315	10	0	21,325
<b>TOTAL CURRENT UNRESTRICTED ASSETS</b>	<b>112,260</b>	<b>0</b>	<b>2,728</b>	<b>109,532</b>
<b>CURRENT RESTRICTED ASSETS:</b>				
Debt Service	55,660	7,195	0	62,855
Debt Service Reserve	46,187	0	0	46,187
Reserve and Contingency	8,485	153	0	8,639
Decommissioning	144,869	569	0	145,438
Supplemental Power Reserve	1,600	0	0	1,600
Restricted Funds Valuation	1,124	0	0	1,124
<b>TOTAL CURRENT RESTRICTED ASSETS</b>	<b>257,926</b>	<b>7,918</b>	<b>0</b>	<b>265,844</b>
<b>TOTAL CURRENT ASSETS</b>	<b>370,186</b>	<b>5,190</b>	<b>0</b>	<b>375,376</b>
<b>CAPITAL ASSETS, NET:</b>				
Generation	354,696	0	744	353,952
Transmission	4,008	0	11	3,996
LDMS/SCADA	417	0	12	404
General	478	0	9	469
Nuclear Fuel - In Stock And Progress	34,351	0	8,068	26,283
Nuclear Fuel - In Reactor	15,994	10,110	0	26,104
Construction In Progress	26,311	1,945	0	28,256
<b>TOTAL CAPITAL ASSETS, NET</b>	<b>436,254</b>	<b>3,210</b>	<b>0</b>	<b>439,464</b>
<b>OTHER NON CURRENT ASSETS:</b>				
Net Costs Recoverable From Future Participants Billings	194,895	0	4,058	190,837
Participant Settlement Receivable	45,400	0	0	45,400
<b>TOTAL NON CURRENT ASSETS</b>	<b>676,550</b>	<b>0</b>	<b>848</b>	<b>675,702</b>
<b>TOTAL ASSETS</b>	<b>\$1,046,735</b>	<b>\$4,343</b>	<b>\$0</b>	<b>\$1,051,078</b>
<b>DEFERRED OUTFLOWS:</b>				
Asset Retirement Obligation	\$36,184	\$0	\$79	\$36,105
Redemption Losses, Net	3,738	0	54	3,684
Losses On Advanced Refunding Of Debt, Net	3,976	0	81	3,895
<b>TOTAL DEFERRED OUTFLOWS</b>	<b>\$43,898</b>	<b>\$0</b>	<b>\$214</b>	<b>\$43,684</b>

**PIEDMONT MUNICIPAL POWER AGENCY**  
**COMPARATIVE STATEMENT OF NET POSITION**  
**AS OF OCTOBER 31, 2025**  
**(DOLLARS IN THOUSANDS)**

	<u>LAST MONTH</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>THIS MONTH</u>
<b><u>LIABILITIES</u></b>				
<b><u>CURRENT LIABILITIES:</u></b>				
Accounts Payable - Duke (WC)	1,319	0	342	977
Accounts Payable - Other (WC)	2,663	0	1,925	737
Accrued Expenses - Vacation (W/C)	88	0	0	88
Accrued Expenses - Sick (W/C)	178	0	0	178
Accrued Expenses - Property Taxes (W/C)	7,592	844	0	8,436
<b>TOTAL CURRENT LIABILITIES</b>	<b>11,840</b>	<b>0</b>	<b>1,423</b>	<b>10,417</b>
<b><u>CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS:</u></b>				
Accrued Interest Payable	190,765	2,811	0	193,576
<b>TOTAL CURRENT LIABILITIES</b>	<b>202,605</b>	<b>1,388</b>	<b>0</b>	<b>203,993</b>
<b><u>LONG-TERM LIABILITIES:</u></b>				
Bonds - Including Current Installment	340,015	0	0	340,015
Bonds - Settlement	48,330	0	0	48,330
Bond Discounts	(27)	0	0	(27)
Bond Premium	32,138	0	553	31,585
CAB	80,330	0	0	80,330
Asset Retirement Obligation	187,120	495	0	187,615
Participant Interest Payable (W/C)	170	6	0	176
Other Postemployment Benefits	1,724	0	0	1,724
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>689,800</b>	<b>0</b>	<b>51</b>	<b>689,748</b>
<b>TOTAL LIABILITIES</b>	<b>\$892,405</b>	<b>\$1,336</b>	<b>\$0</b>	<b>\$893,741</b>
<b><u>DEFERRED INFLOWS:</u></b>				
Postemployment Benefits	\$216	\$0	\$0	\$216
<b><u>NET POSITION</u></b>				
Net Investments In Capital Assets	(\$8,488)	\$3,627	\$0	(\$4,860)
Restricted For Other	1,600	0	0	1,600
Unrestricted	204,900	0	835	204,065
<b>TOTAL NET POSITION</b>	<b>\$198,012</b>	<b>\$2,792</b>	<b>\$0</b>	<b>\$200,804</b>
<b><u>INFORMATIONAL PURPOSES:</u></b>				
Working Capital	\$85,069	\$721	\$0	\$85,790

# PIEDMONT MUNICIPAL POWER AGENCY

## FINANCIAL SUMMARY

### AS OF OCTOBER 31, 2025

#### MAJOR DEVIATIONS FROM THE BUDGET WERE:

OCTOBER VARIANCES			
(In Millions)	\$	%	Comments
Working Capital	\$0.51	239.0%	
Participant Power Sales	\$0.30	1.7%	
Surplus Sales	(\$0.17)	-13.4%	Lower quantity sold than budgeted, offset by higher than budgeted average price received for sales
Miscellaneous Income/Expense	\$0.09	13.7%	Lower than budgeted Duke fees
Interest Income	\$0.01	1.0%	
Catawba Project Costs	\$0.51	7.9%	Favorable adjustments in operation and maintenance costs
Supplemental Power Costs	(\$0.45)	-13.8%	Higher backstand purchases compared to budget
Catawba Capital Additions	(\$0.47)	-35.9%	Higher than budgeted expenses due to timing of expenses
PMPA Capital Additions	\$0.05	25.0%	Timing of Laurens Transmission line project
Other	\$0.64	8.8%	Favorable Duke exchange energy sales, coupled with favorable R&C transfer due to timing of Cap Adds

YEAR-TO-DATE VARIANCES			
(In Millions)	\$	%	Comments
Working Capital	\$6.17	259.0%	
Participant Power Sales	\$1.63	0.9%	
Surplus Sales	\$1.60	30.0%	Higher energy sales and pricing received for sales than budgeted
Miscellaneous Income/Expense	(\$0.51)	-6.3%	2024 Duke Annual True-up Adjustment, primarily related the Duke Energy Plaza HQ, partially offset by lower than budgeted Duke fees
Interest Income	(\$0.00)	0.0%	
Catawba Project Costs	\$4.01	6.1%	Lower than budgeted O&M costs & year-end Duke benefits, insurance, and G&A true-up
Supplemental Power Costs	(\$1.99)	-4.7%	
Catawba Capital Additions	\$1.23	7.4%	Lower than budgeted expenses, expect to finish the year close to budget
PMPA Capital Additions	\$1.64	65.1%	Primarily timing of Laurens Transmission line project
Other	(\$1.44)	-2.2%	

Favorable &gt;5%

Near Budget +/- 5%

Unfavorable &lt; 5%

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION

### AS OF OCTOBER 31, 2025

#### (DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER/(UNDER)	ACTUAL	BUDGET	OVER/(UNDER)	%
<b>CATAWBA PROJECT:</b>							
CATAWBA POWER SALES							
Participant	\$13,737	\$13,808	(\$71)	\$145,020	\$143,671	\$1,349	0.9%
Duke-Exchange Energy	955	870	85	9,389	9,292	97	1.0%
Other-Surplus	1,087	1,255	(168)	6,927	5,328	1,599	30.0%
<b>TOTAL</b>	<b>15,779</b>	<b>15,933</b>	<b>(154)</b>	<b>161,336</b>	<b>158,291</b>	<b>3,045</b>	<b>1.9%</b>
<b>CATAWBA POWER COSTS</b>							
Operations & Maintenance	1,970	2,081	(111)	20,423	23,387	(2,964)	(12.7%)
Fuel Amort(Fuel Acct Deposit)	1,130	1,225	(95)	11,161	11,504	(343)	(3.0%)
Purch Power-Duke-McGuire Cap	21	21	0	204	205	(1)	(0.6%)
-McGuire Energy	919	1,043	(124)	9,730	9,857	(127)	(1.3%)
Customer Acct and G&A-Duke	609	759	(150)	7,594	7,584	10	0.1%
Customer Acct and G&A-Agency	327	348	(21)	3,650	4,178	(528)	(12.6%)
Property Tax Equivalent	835	834	1	8,350	8,345	5	0.1%
Tax Other-Duke	96	105	(9)	991	1,054	(63)	(6.0%)
<b>TOTAL</b>	<b>5,908</b>	<b>6,416</b>	<b>(508)</b>	<b>62,103</b>	<b>66,114</b>	<b>(4,011)</b>	<b>(6.1%)</b>
<b>FUNDS AVAILABLE FROM OPERATIONS</b>	<b>9,871</b>	<b>9,517</b>	<b>354</b>	<b>99,234</b>	<b>92,177</b>	<b>7,057</b>	<b>7.7%</b>
<b>INTEREST INCOME</b>	<b>947</b>	<b>938</b>	<b>9</b>	<b>8,350</b>	<b>8,351</b>	<b>(1)</b>	<b>0.0%</b>
<b>MISCELLANEOUS INCOME(EXPENSE)</b>	<b>(584)</b>	<b>(677)</b>	<b>93</b>	<b>(8,566)</b>	<b>(8,056)</b>	<b>(510)</b>	<b>6.3%</b>
<b>FUNDS AVAILABLE FOR CAPITAL NEEDS</b>	<b>10,234</b>	<b>9,778</b>	<b>456</b>	<b>99,018</b>	<b>92,472</b>	<b>6,546</b>	<b>7.1%</b>
<b>OTHER AVAILABLE FUNDS</b>							
Debt Service-Principal	0	0	0	66,565	66,565	0	0.0%
-Interest	0	0	0	20,254	20,254	0	0.0%
Reserve & Contingency - Capital Additions	1,787	1,315	472	15,381	16,609	(1,228)	(7.4%)
Fuel	3,172	4,627	(1,455)	15,329	21,941	(6,612)	(30.1%)
<b>DEPOSITS</b>							
Debt Service-Principal	2,255	2,255	0	22,554	22,553	1	0.0%
-Interest	4,738	4,738	0	47,076	47,075	1	0.0%
Reserve & Contingency	1,940	1,940	0	19,401	19,400	1	0.0%
Decommissioning	569	592	(23)	5,628	5,695	(67)	(1.2%)
Inventory	10	40	(30)	574	129	445	344.6%
<b>PAYMENTS</b>							
Debt Service-Principal	0	0	0	66,565	66,565	0	0.0%
-Interest	0	0	0	20,254	20,254	0	0.0%
Capital Additions	1,787	1,315	472	15,381	16,609	(1,228)	(7.4%)
Fuel	3,172	4,627	(1,455)	15,329	21,941	(6,612)	(30.1%)
<b>TRANSFERS (TO) FROM</b>							
Reserve & Contingency	0	0	0	0	0	0	0.0%
DSR Release/Special Transfers	0	0	0	0	0	0	0.0%
Catawba Working Capital	721	213	508	3,786	(2,380)	6,166	(259.1%)
Supplemental Working Capital	0	0	0	0	0	0	0.0%
<b>WORKING CAP INCREASE(DECREASE)</b>	<b>\$721</b>	<b>\$213</b>	<b>\$508</b>	<b>\$3,786</b>	<b>(\$2,380)</b>	<b>\$6,166</b>	<b>(259.1%)</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION

### AS Of OCTOBER 31, 2025

#### (DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
<b>SUPPLEMENTAL:</b>							
SUPPLEMENTAL POWER SALES							
Participants-Supplemental Power	3,745	3,374	371	43,697	43,415	282	0.6%
-Leased Facilities	26	28	(2)	264	282	(18)	(6.5%)
-Other	126	98	28	1,113	1,075	38	3.5%
<b>TOTAL</b>	<b>3,898</b>	<b>3,500</b>	<b>398</b>	<b>45,073</b>	<b>44,772</b>	<b>301</b>	<b>0.7%</b>
<b>SUPPLEMENTAL POWER COSTS</b>							
Purch Power-Supp Capacity	961	839	122	9,195	8,721	474	5.4%
-Supp Energy	297	93	204	10,586	10,247	339	3.3%
Purch Power-Participants	992	1,046	(54)	10,542	10,955	(413)	(3.8%)
Purch Power-Other	315	286	29	3,074	2,603	471	18.1%
Transmission	1,040	851	189	9,283	7,937	1,346	17.0%
Transmission-Agency	0	4	(4)	24	41	(17)	(41.7%)
Leased Facilities-Duke	37	37	0	364	377	(13)	(3.5%)
Meter-Agency	0	27	(27)	95	135	(40)	(29.8%)
Customer Acct and G&A-Duke	0	0	0	0	0	0	0.0%
Customer Acct and G&A-Agency	87	94	(7)	970	1,123	(153)	(13.6%)
Property Tax Equivalent	9	9	0	86	90	(4)	(4.0%)
<b>TOTAL</b>	<b>3,738</b>	<b>3,286</b>	<b>452</b>	<b>44,218</b>	<b>42,229</b>	<b>1,989</b>	<b>4.7%</b>
FUNDS AVAILABLE FROM OPERATIONS	160	214	(54)	854	2,543	(1,689)	(66.4%)
MISCELLANEOUS INCOME(EXPENSE)	200	200	0	2,044	1,998	46	2.3%
FUNDS AVAILABLE FOR CAPITAL NEEDS	360	414	(54)	2,898	4,541	(1,643)	(36.2%)
<b>PAYMENTS</b>							
Debt Service-Interest	202	202	0	2,018	2,018	0	0.0%
Capital Additions-Transmission	159	211	(52)	490	2,105	(1,615)	(76.7%)
-LDMSS/SCADA	0	0	0	372	341	31	9.0%
-General	0	1	(1)	19	77	(58)	(75.5%)
<b>WORKING CAP INCREASE(DECREASE)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## STATEMENT OF G&A EXPENSE

### AS OF OCTOBER 31, 2025

	CURRENT MONTH		YEAR TO DATE		% ANNUAL	
	ACTUAL	BUDGET OVER(UNDER)	ACTUAL	BUDGET OVER(UNDER)	%	BUDGET
<b>G&amp;A-OFFICE EXPENSE</b>						
Payroll	\$137,675	\$138,200	\$1,408,989	\$1,466,600	(3.9)	78.4
Employer's FICA	7,382	6,700	100,344	104,000	(3.5)	87.3
Medical/Life Insurance	19,490	19,200	193,641	191,700	1.0	84.2
401A Plan	13,145	12,700	141,326	139,600	1.2	85.7
Subscriptions	535	300	1,944	1,500	29.6	97.2
Dues & Memberships	520	300	330,034	339,300	(2.7)	87.1
Utilities	1,537	2,100	17,181	21,000	(18.2)	68.7
Telephone	733	1,400	13,134	14,200	(7.5)	77.3
Office Supplies	0	2,100	3,540	21,000	(83.1)	14.2
Postage	542	200	1,191	1,600	(25.6)	59.6
Printing	0	100	859	1,800	(52.3)	43.0
Board & Staff Expenses	24,551	30,100	38,537	45,700	(15.7)	67.6
Miscellaneous	0	200	2,472	2,500	(1.1)	82.4
Equipment Rental	593	600	5,672	5,900	(3.9)	81.0
Maintenance-Building	1,812	3,800	70,003	96,800	(27.7)	68.6
Travel-Conf/Meetings	12,280	23,400	155,197	275,600	(43.7)	51.7
Travel-Training	10,834	1,100	21,316	27,800	(23.3)	71.1
Travel-Agency	2,609	3,000	25,270	30,200	(16.3)	70.2
Worker's Comp Insurance	0	0	4,604	5,000	(7.9)	92.1
Property Insurance	0	0	11,361	13,000	(12.6)	87.4
Liability Insurance	0	0	95,589	111,000	(13.9)	86.1
Bank & Rating Agency Fees	(999)	100	93,474	109,900	(14.9)	85.0
Annual Report	0	0	1,973	3,000	(34.2)	65.8
Economic Development	0	6,800	325,150	489,100	(33.5)	64.6
Telecommunications	9,021	9,400	91,751	94,000	(2.4)	81.2
Maintenance-Telecom	0	500	0	5,000	(100.0)	0.0
Computer Hardware/Software	29,626	13,400	367,757	360,700	2.0	91.3
<b>TOTAL G&amp;A OFFICE EXPENSE</b>	<b>271,886</b>	<b>275,700</b>	<b>3,522,309</b>	<b>3,977,500</b>	<b>(11.4)</b>	<b>77.2</b>
<b>G&amp;A-OUTSIDE SERVICES</b>						
Legal	53,735	76,300	645,275	762,500	(15.4)	70.5
Engineering	13,171	27,500	179,646	275,000	(34.7)	54.4
Accounting	0	0	70,740	70,000	1.1	101.1
Financial	72,998	59,800	190,754	187,100	2.0	76.9
Administrative	0	0	8,120	5,000	62.4	162.4
Technology	2,389	2,400	3,522	24,100	(85.4)	12.1
<b>TOTAL G&amp;A OUTSIDE SERVICES</b>	<b>142,293</b>	<b>166,000</b>	<b>1,098,057</b>	<b>1,323,700</b>	<b>(17.0)</b>	<b>68.8</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$414,179</b>	<b>\$441,700</b>	<b>\$4,620,366</b>	<b>\$5,301,200</b>	<b>(12.8)</b>	<b>75.0</b>
<b>TRANSMISSION EXPENSE-AGENCY</b>						
Transmission Line Maintenance	\$0	\$4,000	\$23,908	\$41,000	(41.7)	47.8
Energy Efficiency/DISM	0	27,000	94,746	135,000	(29.8)	69.7
<b>TOTAL XMSN EXPENSE</b>	<b>\$0</b>	<b>\$31,000</b>	<b>\$118,654</b>	<b>\$176,000</b>	<b>(32.6)</b>	<b>63.8</b>

# PIEDMONT MUNICIPAL POWER AGENCY

## AS OF OCTOBER 31, 2025

After this month's operations, PMPA had \$85.8 million in working capital, which was \$6.2 million better than the YTD budget.





# PMPA Demand Response System Report

To: Board of Directors and Alternates  
 From: Mike Frazier *MTF*  
 Date: October 15, 2025

PMPA did not call for any Demand Response events during September.

PMPA Monthly Peak<sup>1</sup>: 456.2 MW @ Hour Ending 4:00 p.m. on Sep. 24<sup>th</sup>

- ➡ Does NOT coincide with the Duke Energy Transmission Peak on Sep. 24<sup>th</sup> @ Hour Ending 5:00 p.m.
- ➡ Monthly Maximum GSP Airport Temperature – 92° F on Sep. 24<sup>th</sup>

PMPA Total Participant Load<sup>3</sup>: 487.6 MW @ Hour Ending 4:00 p.m. on Sep. 24<sup>th</sup>

PMPA Ratchet Quantity: 527.9 MW – based on Jun. 25, 2025 @ HE 5:00 p.m.

All loads are reflected at the transmission level, which includes 1.96% losses as of Jun. 1, 2025.

<sup>1</sup> PMPA Monthly Peak – Used by Santee Cooper to determine PMPA’s capacity charge. This peak includes the load served by nine Participants (does not include Union) and generation (added back to the load) produced by the load-side generators. It also does not include Greer CPW’s load served from the leased Laurens EMC delivery points.

<sup>2</sup> September was a cooler month than normal. The average mean temperature was over four degrees below normal. Only one day reached into the nineties. PMPA set its peak on this day.

<sup>3</sup> PMPA Total Participant Load – includes load served by all ten Participants including the Greer CPW’s load served from leased Laurens EMC delivery points and generation produced by the load-side generators.

<u>Month</u>	<u>CDD</u>	<u>% of Normal</u>
Sep 2025	193	81
Normal	239	
Sep 2024	242	101



# PMPA Demand Response System Report

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To: Board of Directors and Alternates  
 From: Mike Frazier *MTF*  
 Date: November 12, 2025

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PMPA did not call for any Demand Response events during October.

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PMPA Monthly Peak<sup>1</sup>: 354.0 MW @ Hour Ending 5:00 p.m. on Oct. 8<sup>th</sup>

- ➡ DOES coincide with the Duke Energy Transmission Peak on Oct. 8<sup>th</sup> @ Hour Ending 5:00 p.m.
- ➡ Monthly Maximum GSP Airport Temperature – 82° F on Oct. 8<sup>th</sup>/14<sup>th</sup>/18<sup>th</sup>

PMPA Total Participant Load<sup>3</sup>: 378.3 MW @ Hour Ending 5:00 p.m. on Oct. 8<sup>th</sup>

PMPA Ratchet Quantity: 527.9 MW – based on Jun. 25, 2025 @ HE 5:00 p.m.

All loads are reflected at the transmission level, which includes 1.96% losses as of Jun. 1, 2025.

<sup>1</sup> PMPA Monthly Peak – Used by Santee Cooper to determine PMPA’s capacity charge. This peak includes the load served by nine Participants (does not include Union) and generation (added back to the load) produced by the load-side generators. It also does not include Greer CPW’s load served from the leased Laurens EMC delivery points.

<sup>2</sup> October was a split-weather month. Mild and warmer air enveloped the month through the 23<sup>rd</sup>, then cooler air settled in. High temperatures were set on three different days over the first few weeks, with the first day (October 8<sup>th</sup>) being when PMPA set its peak.

<sup>3</sup> PMPA Total Participant Load – includes load served by all ten Participants including the Greer CPW’s load served from leased Laurens EMC delivery points and generation produced by the load-side generators.

<u>Month</u>	<u>HDD</u>	<u>% of Normal</u>
Oct 2025	165	110
Normal	150	
Oct 2024	112	75

# ENERGY REPORT <sup>\*</sup>

Piedmont Municipal Power Agency

## SEPTEMBER, 2025

**The Energy Authority (Surplus Energy Sold and Gross Revenue)**

<b>841</b>	<b>MWh</b>	<b>14,872</b>	<b>\$</b>	<b>17.68</b>	<b>\$ / MWh</b>
31,758	MWh - YTD	935,283	\$ - YTD	29.45	\$ / MWh - YTD

**Duke Energy (Surplus Energy Sold and Gross Revenue)**

<b>1,899</b>	<b>MWh</b>	<b>44,131</b>	<b>\$</b>	<b>23.24</b>	<b>\$ / MWh</b>
92,517	MWh-YTD	2,906,861	\$-YTD	31.42	\$ / MWh - YTD

**Santee Cooper (Surplus Energy Sold and Gross Revenue)**

<b>3,271</b>	<b>MWh</b>	<b>85,343</b>	<b>\$</b>	<b>26.09</b>	<b>\$ / MWh</b>
72,397	MWh-YTD	2,144,566	\$-YTD	29.62	\$ / MWh - YTD

**Total Surplus Sales Revenue**

<b>144,346</b>	<b>\$</b>	30.44	\$/ MWh-YTD
5,986,709	\$ - YTD	196,672.00	MWh-YTD

<b>Generation Imbalance Charge .....</b>	<b>(14,746)</b>	<b>\$</b>
	250,778	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
(\$2,081)	(\$4,594)	(\$8,072)

<b>Energy Imbalance Charge .....</b>	<b>66,689</b>	<b>\$</b>
	142,324	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$3,438	\$18,026	\$45,225

**Supplemental Energy Purchased .....**

Santee Cooper	TEA Backstand &	Total	
11,381	23,189	<b>34,570</b>	<b>MWh</b>
164,364	31,163	195,527	MWh - YTD
414,028	1,239,199	<b>1,653,228</b>	<b>\$</b>
8,428,250	1,677,050	10,105,301	\$ - YTD
36.38	53.44	<b>47.82</b>	<b>\$ / MWh</b>
51.28	53.82	51.68	\$ / MWh - YTD

\* All MWh are measured at the bus bar (generation level)

& Includes energy and transmission costs

# ENERGY REPORT <sup>\*</sup>

Piedmont Municipal Power Agency

## OCTOBER, 2025

**The Energy Authority (Surplus Energy Sold and Gross Revenue)**

<b>9,604</b>	<b>MWh</b>	<b>371,634</b>	<b>\$</b>	<b>38.70</b>	<b>\$ / MWh</b>
41,362	MWh - YTD	1,306,916	\$ - YTD	31.60	\$ / MWh - YTD

**Duke Energy (Surplus Energy Sold and Gross Revenue)**

<b>11,543</b>	<b>MWh</b>	<b>418,896</b>	<b>\$</b>	<b>36.29</b>	<b>\$ / MWh</b>
104,060	MWh-YTD	3,325,756	\$-YTD	31.96	\$ / MWh - YTD

**Santee Cooper (Surplus Energy Sold and Gross Revenue)**

<b>11,225</b>	<b>MWh</b>	<b>316,111</b>	<b>\$</b>	<b>28.16</b>	<b>\$ / MWh</b>
83,622	MWh-YTD	2,464,150	\$-YTD	29.47	\$ / MWh - YTD

**Total Surplus Sales Revenue**

<b>1,106,641</b>	<b>\$</b>	30.98	\$/ MWh-YTD
7,096,823	\$ - YTD	229,044.00	MWh-YTD

<b>Generation Imbalance Charge .....</b>	<b>(35,691)</b>	<b>\$</b>
	215,087	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
\$9,972	(\$11,742)	(\$33,920)

<b>Energy Imbalance Charge .....</b>	<b>(5,273)</b>	<b>\$</b>
	137,051	\$ - YTD

Deviation Band 1 - +/- 1.5%	Deviation Band 2 - Between +/-1.5% & 7.5%	Deviation Band 3 - Greater than +/- 7.5%
(\$2,647)	\$2,365	(\$4,991)

**Supplemental Energy Purchased .....**

Santee Cooper	TEA Backstand <sup>&amp;</sup>	Total	
450	6,006	<b>6,456</b>	<b>MWh</b>
164,815	37,169	201,984	MWh - YTD
13,112	298,647	<b>311,758</b>	<b>\$</b>
8,441,362	1,975,697	10,417,059	\$ - YTD
29.11	49.72	<b>48.29</b>	<b>\$ / MWh</b>
51.22	53.15	51.57	\$ / MWh - YTD

<sup>\*</sup> All MWh are measured at the bus bar (generation level)                      <sup>&</sup> Includes energy and transmission costs

### Catawba and McGuire Report – November 13, 2025

Since the Planning Conference, Catawba Unit 1, Catawba Unit 2, and McGuire Unit 2 have operated continuously without any concerns.

<u>October 2025</u>	<u>Capacity Factor</u>	<u>Generation (MWhs)</u>	<u>PMPA's Entitlement (MWhs)</u>
Catawba 1	101.63%	877,075	54,817
Catawba 2	80.25%	686,606	42,913
McGuire 1	100.71%	867,628	52,622
McGuire 2	70.88%	610,691	37,038

Catawba Unit 2 returned to service on October 5, 2025 from a refueling outage that began on September 3.

McGuire Unit 2 was brought offline on October 17 due to a leaking valve on the primary side of the unit. Duke repaired the valve and returned the unit to service on October 17.

McGuire Unit 1 had to reduce power to 88% at 2300 hours on November 10 due to instability of a control valve on the secondary side of the unit. Duke repaired the valve and returned the unit to 100% power on November 12.

### 2026 Planned Refueling Outages

<u>Unit</u>	<u>Outage Start Date</u>	<u>Budgeted Duration</u>
McGuire 2	March 21, 2026	28 Days
Catawba 1	April 18, 2026	25 Days
McGuire 1	September 5, 2026	28 Days

### Nuclear Regulatory Commission

Catawba's NRC Regulatory Performance Indicators are Green with no regulatory issues.