



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

December 19, 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.

City Holiday Schedule

The City of Westminster will observe Christmas Eve (December 24), Christmas Day (December 25), the Day After Christmas (December 26), New Years Day (January 1), and the Day after New Years (January 2). Public Safety will be staffed as usual, and Utility Crews will be available on call if needed.

City garbage collection schedule:

Scheduled Pickup Day:	Date:	Instructions:
Wednesday (Christmas Eve)	December 24, 2025	Pickup scheduled for Wednesday will occur on Tuesday.
Thursday (Christmas Day)	December 25, 2025	Route will proceed as normal, but route will begin earlier, so please have cans out the night before.
Friday (Day After Christmas)	December 26, 2025	All pickup as normal.
Thursday (New Year's Day)	January 1, 2026	All pickup as normal.
Friday (Day After New Year's)	January 2, 2026	All pickup as normal.

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

Charitable donation accounts are 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.

Winter Operations at Oconee County Parks and Recreation Areas

Oconee County Parks, Recreation and Tourism announces changes to park and lake access area operations for the winter season. Except during instances of flooding, freezing or the presence of ice, the parks and access areas will follow an amended schedule. Chau Ram County Park hours are listed below, and a full schedule of all parks is attached.

Westminster's Chau Ram County Park:

- Winter Park Hours – Thursday to Sunday from 12:00 p.m. to 4:00 p.m.
- Campground is closed from November 16, 2025 through February 28, 2026.
- Park will be closed December 15, 2025 through January 4, 2026 for Winter Break.

Additional information regarding Oconee County parks and recreation areas may be found at <https://experienceoconee.com/>.

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.

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

- The Westminster Basketball Pre-Season Tournament games will be held on Saturday, December 20, at the MD Cleveland Civic Center. Several Westminster teams are also participating in the Pickens Christmas Classic Tournament finals, also on December 20.
- The Westminster Recreation Department will feed approximately 50 kids per weekday (excluding holidays), all provided by community donors. If someone would like to donate, they may do so at the Holiday Meals Link:
https://www.cognitofirms.com/CityOfWestminster1/HolidayChildrensMealDonation?fbclid=IwY2xjawOye8RleHRuA2FlbQlxMQBzcnRjBmFwcF9pZBAyMjJwMzZkxNzg4MjAwODkyAAEemx9Ggw2mXWxravFTd8hdJqGtNSLQcqAdZLmZZOz5C3DuVT1w82KOAbzCU4_aem_zgh8QL5zDCHLHooTnWJVsQ
- Regular season basketball games will begin the first week of January.
- 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. The gym will be open for walking Mondays – Thursdays from 9 am-10 am.

Horton Outdoor Recreational Area

Friday, December 19, 2025 the encroachment permit from SCDOT was issued, it has been forwarded to AMW Construction so they may now apply to Oconee County for the building permit required to begin construction of the concession stand. A detailed construction timeline will be released as soon as AMW has a chance to re-construct the schedule due to the delay.

SCIIP Sewer Improvements Phase I

Tugaloo/McClam is seeding, strawing, and cleaning roadside and shoulder while awaiting materials to complete the next section at the intersection near McNair Road.

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 Section C (Main Street) and continue to install sewer line.

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.

Oconee Economic Alliance (OEA)

The OEA Board of Director met, December 19, 2025; the agenda is attached.

South Carolina Department of Commerce offering programs for Agribusiness

The Cultivating Innovation in SC Agribusiness Program, presented by the SC Research Authority (SCRA) and SC Small Business Development Center (SC SBDC) supported by Wells Fargo, is offering training, mentorship, and grants of up to \$30,000 to help small farms and agribusinesses bring their best ideas to life. This unique opportunity supports projects that promote innovation and growth in local business as well as South Carolina's agricultural economy. The application opens on December 1, 2025 and closes February 2, 2026. Please see two attached fliers.

Westminster Planning Commission

Nothing to report.

OJRSA

The draft meeting minutes for the December 1, 2025 Board Meeting is attached.

The agendas for the December 11, 2025, Ad Hoc Reconstitution Committee and December 18, 2025, Operations and Planning Committee are attached.

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

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

PMPA

The PMPA Board of Directors met December 18, 2025; the agenda is attached. Of note within the agenda packet is the affirmation of PMPA's A3 Moody's Rating with a stable outlook.

PLEASE MARK YOUR CALENDARS

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

January 1 & 2, 2026 City Offices closed to observe News Years Day

January 5, 2026 at 4:00 pm Swearing-in Ceremony for New City Council Members at the Westminster Depot

January 5, 2026 at 5:00 pm OJRSA Annual Meeting and Board Meeting at the Walhalla Train Depot

January 8, 2026 at 9:00am OJRSA Ad Hoc Reconstitution Committee at OJRSA

January 13, 2026 at 6:00 pm City Council Meeting at the Westminster Fire Department

January 15, 2026 at 8:30 am OJRSA Operations & Planning Committee at OJRSA

January 21, 2026 at 10:00 am PMPA Board Meeting at PMPA

January 26, 2026 at 6:00pm Westminster Planning Commission Meeting at Westminster City Hall

January (DATE TBD) 2026 at 9:30 am OJRSA Finance & Administration Committee at OJRSA

Special Events Calendar

Westminster Senior Center Blood Drive – 11:00 am – 1:00 pm on January 16, 2026 at the WSO
211A lucky Street, Westminster, SC 29693.

Inaugural Westminster Police Foundation 5K Fun Run- May 16, 2025

More information to come!

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?

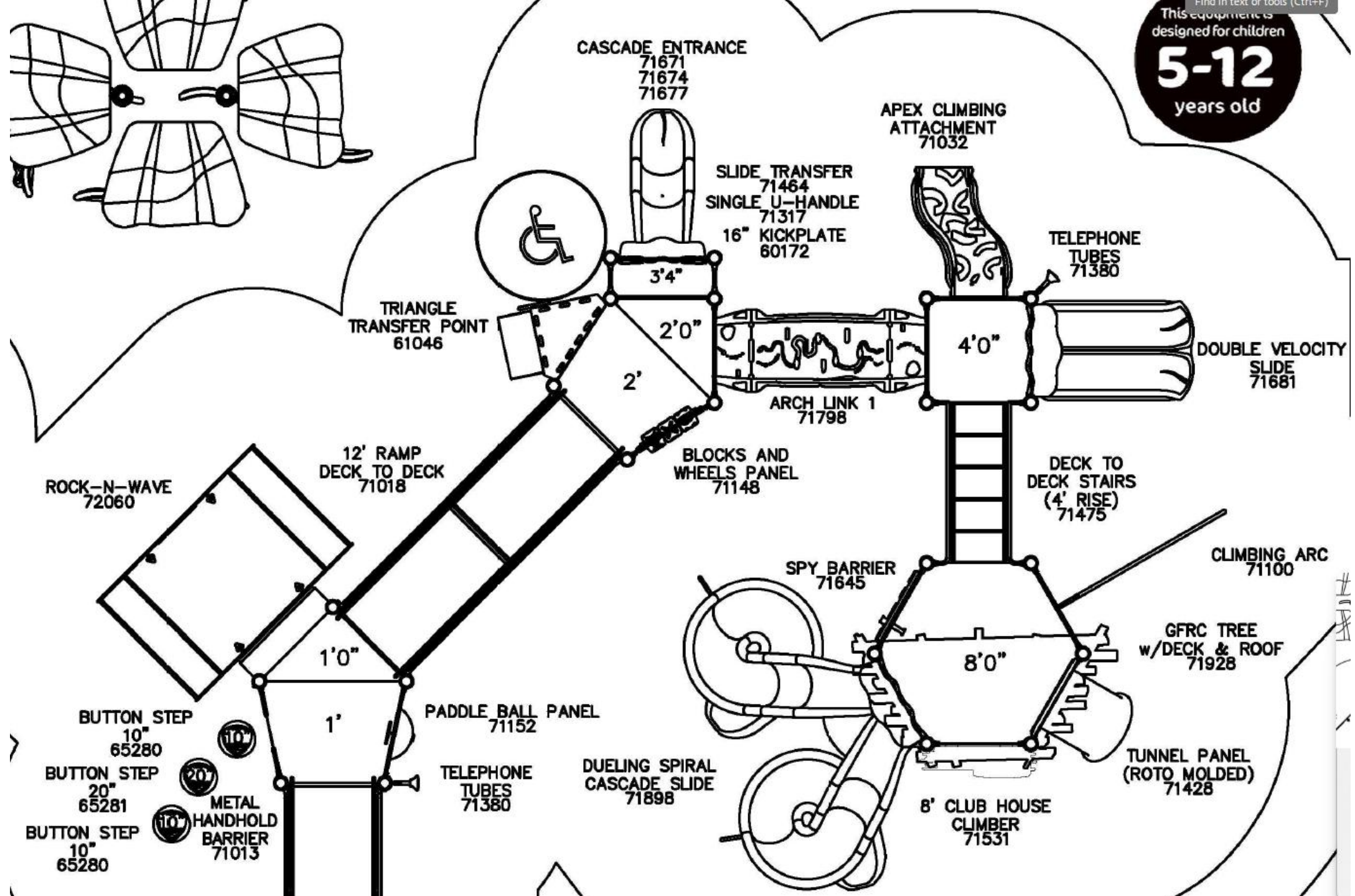
Use the QR code to make tax deductible contributions for the project through the Community Foundation of Greater Clemson.



Westminster
TOGETHER WE GROW

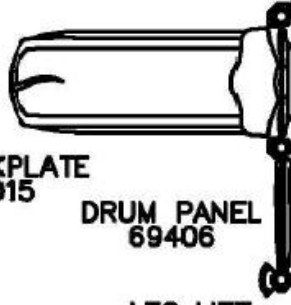
This equipment is designed for children

5-12
years old



SINGLE SEAT
62366

SINGLE
VELOCITY SLIDE
69331



8" KICKPLATE
62015

DRUM PANEL
69406

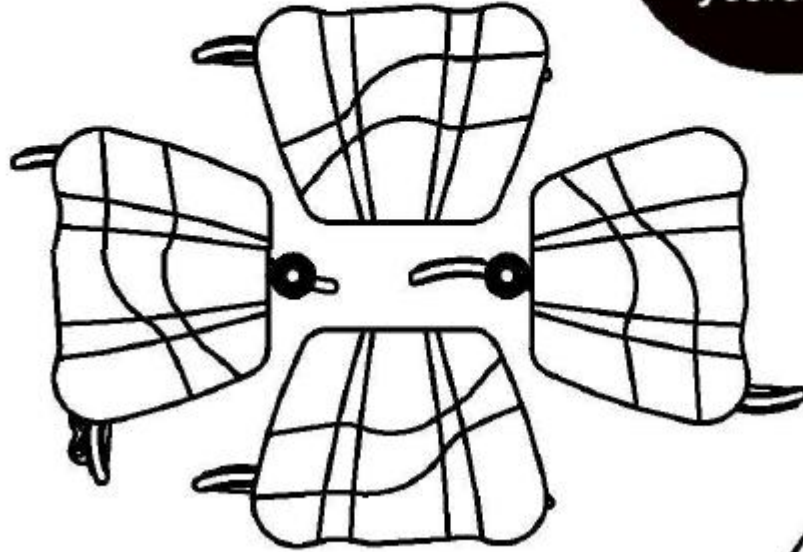
LEG LIFT
62243

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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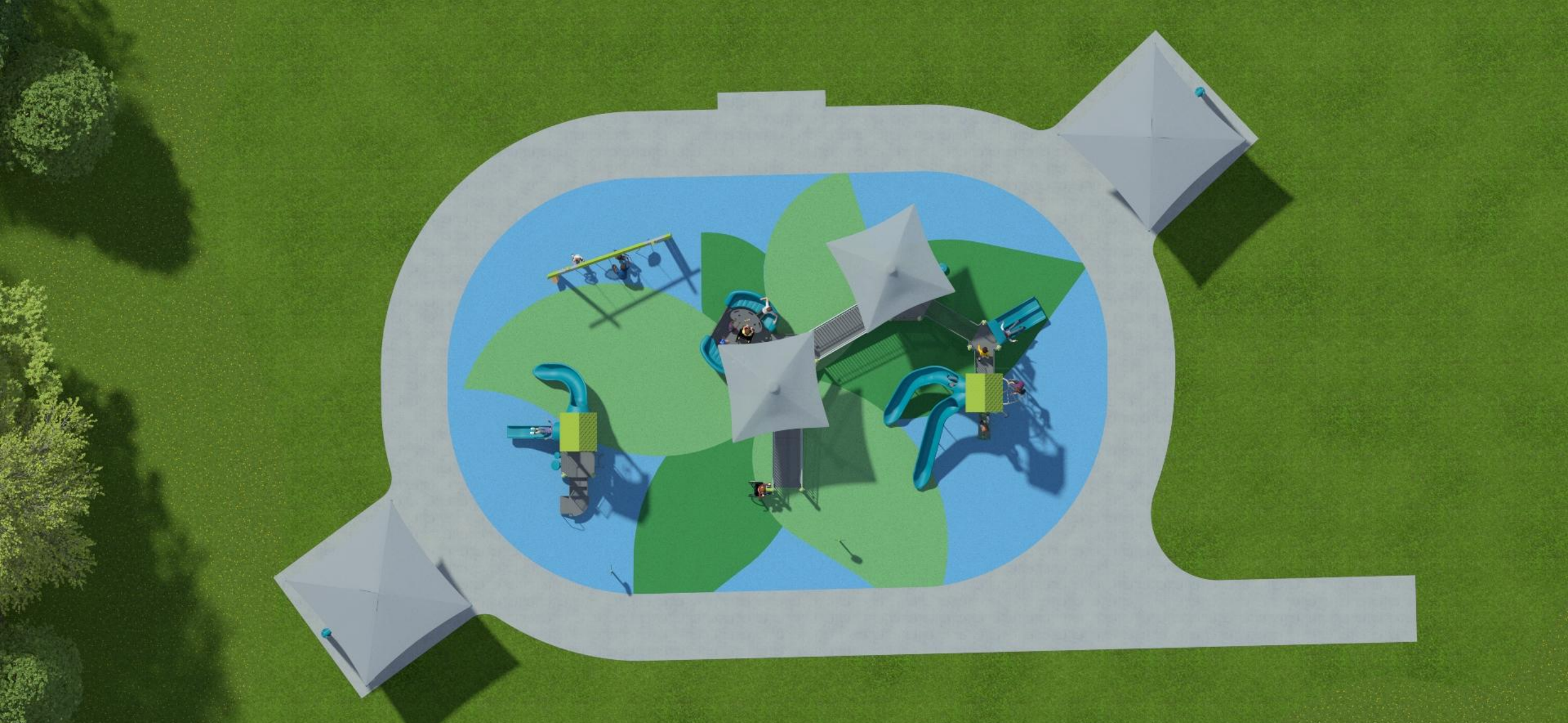


WP Anderson City Park



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WP Anderson City Park



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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



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.



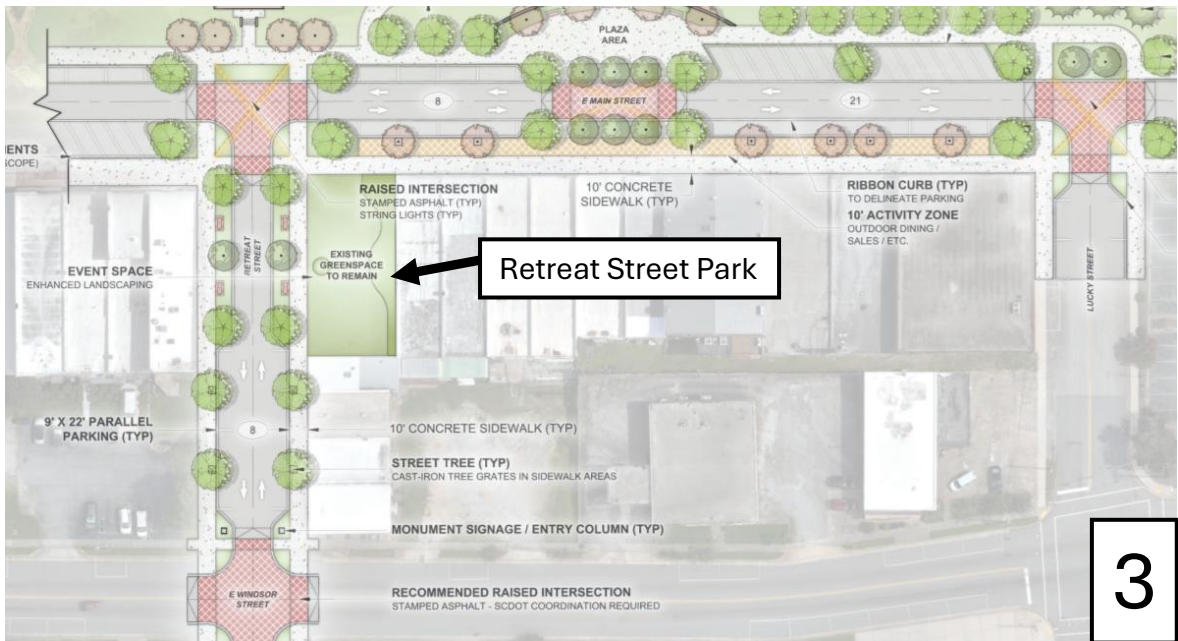
*Pictures are for illustration only and may not reflect the final outcome.



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



OCONEE ECONOMIC ALLIANCE

OCONEE COUNTY, SOUTH CAROLINA, USA

Board of Directors Meeting December 19, 2025

- I. Welcome and Introductions**
- II. Invocation**
- III. September 2025 OEA Board of Directors Meeting Minutes**
- IV. September/October/November 2025 OEA Financial Report**
- V. OEA Economic Development Report**
 - ✓ **Project Activity**
 - ✓ **Inquiries, Leads and Prospects**
 - ✓ **Business Retention and Engagement (BRE)**
 - ✓ **Marketing**
 - ✓ **Product Development**
 - ✓ **Operations**
- VI. OEA Board of Directors Investor Spotlights**
 - ✓ **First Citizens Bank**
- VII. Board Discussion**
- VIII. Adjourn**



Cultivating Innovation in SC Agribusiness

Making Small Farms Big Business

Up to \$30,000 Grants for Agribusinesses in South Carolina

The Cultivating Innovation in SC Agribusiness Grant Program, made possible by Wells Fargo is a strategic initiative designed to foster innovation and accelerate growth within small agribusinesses across South Carolina. This program produced by the SC Research Authority (SCRA), SC Small Business Development Centers (SBDC) and other key collaborators, will provide intensive training, mentorship, and significant financial awards to enable agribusinesses to develop and implement innovative solutions.

The program will select competitively chosen small agribusinesses to take part in an agribusiness innovation cohort. One-time grants are awarded in the amounts of up to \$30,000 to selected participants.

- Application Launch: December 1, 2025
- Application Deadline: February 2, 2026
- Cohort Notification: February 5, 2026
- Program Start: February 12, 2026

Applicants must submit an online form, a detailed innovation proposal, business needs and goals, a financial snapshot, letters of commitment, and a crucial 5-minute video.

Who is Eligible?

- Must be a for-profit business operating in the agricultural industry
- Must be currently operating in South Carolina for at least one tax year.
- Must be considered a Small Business based on SBA size standards.

How can you use these funds? (Project Specific)

- Labor and Personnel
- Working Capital
- Research & Development
- Supplies and Materials
- Equipment and Technology
- Professional and Technical Services
- Marketing and Commercial Readiness

Technical Assistance on application is available.

For the **Cultivating Innovation in SC Agribusiness Program**, "innovation" is defined as the successful development or implementation of a novel or significantly improved idea that creates tangible value for a South Carolina agribusiness.

Product Innovation: The creation or significant improvement of new agricultural products

Service Innovation: The development of new or enhanced services offered by agribusinesses

Process Innovation: Improvements to the methods and workflows used in agricultural production, processing, or distribution that lead to increased efficiency, reduced costs, enhanced quality, or improved sustainability.

Practice Innovation: The adoption of new or significantly altered farming or business practices that deliver novel benefits.

Technology Adoption Innovation: The innovative integration and application of existing or emerging technologies

Cohort members participate in Five Webinars that cover critical topics: Innovation Landscape & Utilizing AI Tools, Validating Your Innovation & Market Fit, Building a Business Case & Financial Projections, Protecting Your Innovation, and Scaling, Strategic Partnerships & Sharpening Your Vision.

Each agribusiness receives support from SC SBDC consultants and an Expert Mentorship Pool.

A **virtual Application Training Webinar** taking place on **December 4, 2025** introduces applicants to the program and how to apply.



APPLY HERE

scaginnovation.com
jimmymj@mailbox.sc.edu





Webinar

Cultivating Innovation in SC Agribusiness Grant Program Overview



Date: December 4



Time: 4:00 PM



Duration: 75 mins

Join us for this informative webinar



Learn How to Apply: Get a step-by-step walkthrough of the Cultivating Innovation in SC Agribusiness Program application requirements.



Understand What Reviewers Are Looking For: Hear tips on how to craft a strong innovation proposal.



Ask Questions Live: Join program partners for an interactive Q&A to clarify eligibility, timelines, and selection criteria.

Register Now



The Cultivating Innovation in South Carolina Agribusiness Program supported by Wells Fargo helps small sized agribusinesses turn bold ideas into real growth.

Through training, mentorship, and up to \$30,000 innovation grant awards, the program empowers agribusinesses to develop and implement projects that strengthen South Carolina's agricultural economy.



scaginnovation.com



803-567-1921



OCONEE JOINT REGIONAL SEWER AUTHORITY

Commission Meeting

December 1, 2025

The Oconee Joint Regional Sewer Authority Commission meeting was held at the Coneross Creek Wastewater Treatment Plant.

Commissioners that were present:

- Seat 8 (Westminster): Kevin Bronson, Board Chair
- Seat 2 (Seneca): Scott Moulder, Board Vice-Chair
- Seat 1 (Seneca): Josh Riches
- Seat 3 (Seneca): Scott McLane
- Seat 4 (Seneca At-Large): Marty McKee
- Seat 5 (Walhalla): Celia Myers
- Seat 6 (Walhalla): Zane Thompson
- Seat 7 (Westminster): Scott Parris
- Seat 9 (Walhalla-Westminster At-Large): 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, OJRSA Operations Director

Others present were:

- Lawrence Flynn, OJRSA Attorney (*via Microsoft Teams*)
- Caleb Gilbert, [The Journal](#)
- Dick Mangrum, WGOG Radio
- Robert Royer, AQD
- Kenneth Marshall, AQD

A) Call to Order – Mr. Bronson called the meeting to order at 2:00 p.m.

B) Invocation and Pledge of Allegiance – By Mr. Parris.

C) Public Session – None.

D) Approval of Minutes:

- **Board of Commissioners Meeting of November 3, 2025**
Mr. Dial made a motion, seconded by Mr. Moulder, to approve the November 3, 2025 Board Meeting minutes as presented. The motion carried.

E) Committee and Other Meeting Reports:

- **Reconstitution Committee and Executive Committee Meeting of October 9, 2025 as Approved by Committee on November 13, 2025** – Mr. Bronson presented the report to the Commission. **See attached minutes. Acceptance of the November 13, 2025 Meeting to be Considered at the January 5, 2026 Board Meeting.*
Mr. Moulder made a motion, seconded by Mr. Dial, to accept the October 9, 2025 Reconstitution Committee and Executive Committee Meeting minutes as presented. The motion carried.

- **Operations & Planning Committee Meeting of November 20, 2025** – Mr. Moulder presented the report to the Commission. **See attached minutes.*

Mr. Moulder made a motion, seconded by Mr. Dial, to approve the November 20, 2025 Operations & Planning Meeting minutes as presented. The motion carried.

- **Finance & Administration Committee Meeting of November 25, 2025** – Ms. Myers presented the report to the Commission. **See attached minutes*

Ms. Myers made a motion, seconded by Mr. Parris, to approve the November 25, 2025 Finance & Administration Meeting minutes as presented. The motion carried.

F) Secretary/Treasurer’s Report (Exhibit A) – Ms. Stephens presented the Secretary/Treasurer’s Report to the board. Mr. Dial asked if Ms. Susan Stamey (OJRSA’s accountant) gave any reason as to why her reconciliation letters are late. Ms. Stephens replied, “No,” and added that Ms. Stamey has reported in the past that her office was in the midst of doing taxes, but that isn’t every month. Mr. Eleazer added that he and Ms. Stephens are looking into possibly changing certified public accountant (CPA) firms in the next few months.

Mr. Dial made a motion, seconded by Mr. McLane, to approve the Secretary/Treasurer’s Report as presented. The motion carried.

G) Presentation and Discussion Items:

- **Discuss Modifying the Normal Working Hours of Maintenance and Conveyance System Staff to 7:00 A.M. to 4:00 P.M. Monday Through Friday** – Mr. Eleazer reported that the OJRSA had modified the work schedule for maintenance and conveyance staff in the summer months (between Memorial Day and Labor Day) for the past several years to avoid some of the heat. The staff liked this schedule. The Director added that the OJRSA conducted an anonymous employee survey of which one question was about the work schedule, and it was unanimous with all the maintenance and conveyance personnel that they would like to have these hours year-round.

Mr. Eleazer added that there has been substantial turnover of personnel in these two (2) departments and feels changing the hours would boost morale of the staff and improve conditions. He is in support of changing the hours but changing Section 5.1A of the Personnel Policy requires board approval. Mr. Lindsay added that he has had no issues with this schedule during the summer hours and approves of anything that will give more support to the staff.

Mr. Dial asked if other wastewater operations and ReWa do the same. Mr. Eleazer replied he wasn’t sure about everyone else, but ReWa had a 37-1/2-hour work week with a flexible schedule for their conveyance and maintenance personnel. He said the OJRSA does not have the number of personnel that ReWa does; if it had, he would consider a 4-day work week for them. Mr. Moulder said that Seneca Light & Water has a 7:00 a.m. to 4:00 p.m. schedule.

Mr. Moulder made a motion, seconded by Mr. Dial, to modify the working hours of maintenance and conveyance staff to 7:00 a.m. to 4:00 p.m. Monday - Friday. The motion carried.

H) Action Items:

1. **Authorize the Executive Director to Execute the Encroachment Agreement with Central Electric Power Cooperative, Inc. as Detailed in Exhibit B** – Mr. Eleazer reported that OJRSA attorney, Mr. Lawrence Flynn and Pope Flynn Law Firm, could not represent the OJRSA in this matter, because they also represent Central Electric Power; however, Mr. Flynn recommended a commercial real estate attorney, Mr. Ryan Newton of Graybill, Lansche, & Vinzani, to assist the OJRSA. This exhibit is a letter that was drafted after several rounds to get the language where it was agreeable between both parties and allowed the OJRSA to do routine maintenance under the terms of the agreement.

Mr. Moulder added that this is just an aerial line and that no poles are being buried; he also stated that the City of Seneca approved an encroachment agreement as well.

Mr. Dial made a motion, seconded by Mr. Riches, 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. Bronson stated that the O&P Committee already discussed this and recommends approval. Mr. Lindsay stated he recommends it as well. Mr. Dial added that it was discussed in committee that if another company was hired, it would cost a huge amount to accommodate their equipment, and their equipment would be proprietary as well. Mr. Eleazer added that this agreement is just for the equipment; the installation will probably exceed \$50,000 and will be advertised for bids.

Mr. Moulder made a motion, seconded by Mr. Dial, to authorize the Executive Director to execute the quotation and standard terms of sale agreement with Evoqua Water Technologies in the amount of \$470,462 plus a 5% contingency for sole source procurement. The motion carried.

3. **Consider Policy for Reserving Capacity for Large Developments (Exhibit D)** – The Director stated that this is a draft document (after several revisions) which was reviewed by Mr. Flynn. Mr. Eleazer said there were at least two (2) large projects, being built in multiple phases, where the OJRSA had capacity for the entire project at the time Phase I was permitted; however, if more construction occurred in those vicinities that took the available capacity remaining while the developer worked on procuring property and design of the wastewater system, these projects may not move forward with future phases. Mr. Eleazer said this makes some of the developers reluctant to commit to development. One of the projects that could possibly be affected by this is the Target project; Mr. Eleazer said Seneca Light & Water reserved capacity in their system so that the OJRSA could lock in the first phase of the project downstream.

Mr. Eleazer said he started thinking about a policy for reserving capacity for large developments about a year ago and was considering what size of development would qualify. In the first draft of the policy in October, he based it on (150) Equivalent Residential Units (ERUs) or 45,000 gallons per day (GPD); however, he said SC Department of Environmental Services (SCDES) requires a permit for a single building if it hits 50,000 GPD or more, so he modified the policy to (166) ERUs or 50,000 GPD.

The Director stated the developer will have to pay impact fees for the initial phase of the project, a “Reservation Fee” for future phases of the development, and then they will have to pay the amount in full when they want to procure the future flow of the project. Mr. Eleazer stated that the reservation fee is non-refundable. If they move forward with the project within the timeframe and according to policy, they will get a full credit for the reservation fees towards the future impact fees. Mr. Eleazer said the committee approved this policy unanimously, and he supports it. He said if this is approved, it would temporarily be a stand-alone policy but will have to be incorporated into the Impact Fee Policy and/or the Development Policy.

Mr. Dial asked if the 50,000 GPD works for all the Member Cities; Mr. Moulder said yes.

Mr. Moulder made a motion, seconded by Mr. Dial, to approve the policy for reserving capacity for large developments as presented.

Ms. Myers asked if a developer is reserving for Phase II, will they pay the impact fee grandfathered in at what the cost is now, or would it go by the current rate at that time. Mr. Eleazer replied it would be based on the current fee at that time.

Mr. Parris asked if the developer has an idea in mind about what the flow would be when they request to reserve capacity. Mr. Eleazer replied that this is one of the requirements when they reserve. Mr. Parris suggested that the OJRSA give them a discount and make them pay it in full rather than just tying the capacity up for three (3) years with nothing and the potential the project doesn’t move forward. Mr. Parris mentioned the OJRSA reclaiming unused capacity after years of it being on record and the projects not moving forward.

Mr. Eleazer gave a scenario: A developer has a three (3)-phase project of 50,000 GPD each phase for a total of 150,000 GPD. When the developer applies for the construction permit for Phase I for the 50,000 GPD, the only portion that will hit the treatment plant is the 50,000 GPD. The OJRSA is

only doing an internal bookkeeping – keeping the capacity in the hydraulic model – so that if another project comes in, the model can be run with that placeholder there. That would determine whether the OJRSA could handle that other future project.

Mr. Parris said his comfort level would be higher if it was fully paid for and on the books whether they build or not. Mr. Moulder said the thought was that the impact fee wouldn't be paid until the capacity permit is issued by SCDES, which wouldn't be submitted until Phases II or III are being constructed. Mr. Parris said he is not comfortable with holding capacity in a placeholder when the OJRSA is already struggling right now and getting close to that 80% mark where the system will need upgrading. Even though it's not through SCDES, if there are several of these developments on paper getting the OJRSA closer to that 80% mark, there is no benefit of funds on hand to pay for a study on the developments and upgrade later.

Mr. Dial asked Mr. Parris if the impact fees for the reclaimed unused capacity spoken about earlier were reimbursed back to the customers. Mr. Parris replied no and added that several developers went bankrupt and went off the radar. He stated that the OJRSA reclaimed about 1,000,000 GPD in the last fifteen (15) years.

Mr. Eleazer stated most of this happened before he came to work at the OJRSA, and he thinks most of the developments went bankrupt around 2008-2009. The Director said that the OJRSA reclaimed capacity and cleaned up the SCDES checkbook about two (2) years ago, and no one was refunded then. Mr. Dial said that this new policy would be non-refundable.

Mr. Flynn said this is a board decision to make an amendment to the Impact Fee Policy to streamline the process for development and allow some capacity to be reserved at the onset. It would be a non-refundable deposit if they don't proceed, and the question is how you allow that capacity to be clawed back. The answer is it would be done by contract where the developer would agree to take the risk of pre-funding the initial deposit, and if the development is not done by a certain amount of time, they would forfeit the money they paid. At this time, it would change from an impact fee to a non-refundable deposit.

Mr. Flynn stated that the board needs to consider that the OJRSA does not have the funds for expansion costs right now and will be theoretically reserving capacity for another developer. This means if someone requests it, it will go against the checkbook allocation and reduce the service capacity. Mr. Flynn added that the board should decide whether it even wants to pursue this before discussing how the money will be allocated or absorbed.

Mr. Moulder asked if the reservation capacity was for the collection system, the plant, or both. Mr. Eleazer replied it was for both. Mr. Eleazer said the areas the OJRSA has more immediate concern are the current deficiencies in the collection system; if the flow came to the plant, the OJRSA has between a million to a million-and-a-half (1,000,000 to 1,500,000) GPD before needing to start an upgrade. Mr. Parris replied that if you get the right development to come in, that could go fast. Mr. Eleazer replied that if it hits a certain part of the system, it will happen anyway; there are no restrictions in the pipeline for this. He added that his thoughts about this policy were more for the conveyance system than for the treatment plant and that there are times when an investor needs to make capital improvements to the conveyance system for the project.

Mr. Parris said, if someone comes in and reserves 95% of the available capacity, that limits anyone else from coming in for the next three (3) years. In the meantime, dozens of people may have come in and not only would cost the OJRSA for an upgrade but would cut out a lot of smaller opportunities. He said he doesn't have a good feeling about this policy overall.

Mr. Bronson asked why the OJRSA should do this. Mr. Eleazer replied that an example would be the Target project where the OJRSA would not have been able to handle the capacity if Seneca didn't reserve the initial flow. Mr. Bronson asked Mr. Eleazer if he really wanted to use Target as an example seeing how they treated the OJRSA and the rest of the rate payers of Oconee County.

Mr. Eleazer gave another example of a potential development that is in the vicinity but is outside of all the Member Cities but is between a couple of them. He said a pump station upgrade will be

required. Before they procured the property for the development, which must be done in phases due to the amount of flow that the OJRSA can support with the existing infrastructure without an upgrade, they were hesitant to acquire the property and do the upgrades on the OJRSA system without knowing they had the capacity available to move forward.

Mr. Bronson asked why that would be the OJRSA's problem. Mr. Eleazer replied it's not and added, if the station were upgraded, it would be upgraded as a twenty (20)-year buildout to serve more than just that single development (same as was done with Mr. Brent Little's project with Seneca and Speeds Creek pump stations). Mr. Parris asked if that would be required as part of the agreement for the development. Mr. Eleazer replied the OJRSA could make it a requirement and has done so in the past; the OJRSA would not fund the improvement itself to pay for that as was done with Mr. Little's project.

Mr. Bronson said Mr. Little did not need this policy for his project. Mr. Eleazer said the OJRSA made an agreement with him where the impact fees were waived in lieu of the capital investment. Mr. Bronson replied that the OJRSA benefited from that compromise, and this proposed policy reserves capacity for people who are going to make money from development on the backs of people who are paying rates today. Mr. Eleazer replied the upgrades that would be required would be a benefit. Mr. Bronson said this is up to the developer to decide what to do or not to do based on the risk and how much money they expect to make.

Mr. Bronson stated that this policy seems like a type of corporate welfare where the OJRSA would be holding capacity away from folks who are willing to pay the full fees today while benefiting those making tons of money off a development. He added that the OJRSA would be picking winners and losers indiscriminately. Mr. Bronson also mentioned that the developer is being charged a 25% reservation rate when they should be charged 125% for holding that capacity. They are the developers and stand to make the most money from it (and not the average person paying rates into the system).

Mr. Bronson also added there is no transferability clause in this policy. This could allow a developer to hold the capacity in perpetuity by transferring to someone else for another three (3)-year term which would inhibit anyone else from building and Oconee Economic Alliance's ability to bring anyone in. Mr. Eleazer replied that he would consider this policy non-transferable. Mr. Bronson replied that it is not stated in the policy. Mr. Flynn replied that this was handled by not authorizing extension of the initial period without being brought back, and approved by, the full board. Mr. Eleazer stated that the only extension is a ninety (90)-day extension to give them time to get paperwork done.

Mr. Bronson thinks there will be litigation the way this policy is designed and asked if this was reviewed by SCDES. Mr. Eleazer said SCDES would probably not get involved in this. Mr. Flynn replied this is solely at the discretion of the board and not subject to SCDES.

Mr. Bronson stated that Mr. Little found a way to make his development work without putting a policy like this in place. He stated he is against this policy, because the OJRSA would be picking winners and losers. Mr. Bronson asked if ReWa had a policy in place for reserving capacity. Mr. Eleazer replied that ReWa has a policy that allows reservation of capacity (but not like this policy), and they wanted to see what the OJRSA came up with. Mr. Eleazer said he is okay if this policy does not move forward.

Mr. Moulder stated that when this was discussed in committee, he was putting himself in the developer's shoes, but after hearing the good arguments today, he is not in favor of this policy anymore. There were good points about picking winners and losers, and if a developer wants to play, they must pay to play. He added that the county is not short on development with people wanting to build here. Mr. Dial said he changed his mind as well.

Mr. Eleazer said if this does move forward, some of the items presented here today need to be captured in the policy, such as it being non-transferable and there is an expiration date. He recommends that if it isn't shot down today, it should at least be extended and not approve it as

stated. Mr. Moulder suggested the reservation time be reduced from three (3) to one (1) year. Mr. Bronson said he is against a policy like this unless the developer is paying a premium that will benefit the existing rate payers and the eventual upgrade of this plant.

Mr. Eleazer asked if he could request this be withdrawn, or does the board need to vote on the motion and deny it. Mr. Bronson said it could be withdrawn if Mr. Moulder withdraws his motion and Mr. Dial withdraws his second.

Ms. Myers asked how often the OJRSA goes back and reclaims unused capacity. Mr. Parris said several plants (Beacon and Avondale to name a couple) shut down years ago when Mr. Winchester was Executive Director for the OJRSA. Mr. Winchester looked back at the books and determined approximately 1,000,000 GPD capacity could be reallocated back to the plant and contacted SCDES to reclaim it. The entities didn't exist anymore, so there was no mechanism to refund them. Ms. Myers said if it is reclaimed and the plant or subdivision still exists, the OJRSA should refund them for the impact fees. Mr. Moulder asked when the impact fee is paid and the capacity is allocated, does it belong to the developer or the land. Mr. Eleazer replied it belongs to the land. Mr. Moulder asked if that can be clawed back if the developer does not complete the project and would it be better to make a reservation. Ms. Myers agreed, saying that the OJRSA would at least have the 25%.

Mr. Eleazer told Mr. Flynn that he wants to discuss developing a mechanism to purchase capacity back from developers if the projects don't move forward. Mr. Flynn replied this would need to be done by policy to avoid picking winners and losers. Mr. Dial said the way this policy was presented, if the reservation was non-refundable, he felt this would put the impetus on the developer to make sure they were going to follow through on the project.

Mr. Eleazer stated he fully supports withdrawing this or requesting additional amendments to it. Mr. Flynn added two (2) ideas that could be added to this policy: 1) The policy could be limited to only those developers in Oconee County to promote local development and 2) Oconee County could purchase capacity to allocate to the areas that they want to develop.

Mr. Moulder withdrew his motion to approve the policy for reserving capacity. Mr. Dial withdrew his second of the motion.

Ms. Myers made a motion, seconded by Mr. McKee, to send this policy back to the O&P Committee for consideration whether to amend the policy based on the discussion today and bring it back to the board or deny it. The motion carried.

4. Approve FY 2026 Supplemental Budget #2 (Exhibit E) – Mr. Eleazer stated this supplemental budget is for balancing the financial records for refunding Oconee County for the Sewer South Project in the amount of \$198,664. Mr. Bronson asked if two (2) payments were made to Oconee County. Mr. Eleazer replied yes and stated that a letter from OJRSA's accountant, Ms. Susan Stamey, was submitted to Oconee County with the payment as well as a copy distributed to the board.

Ms. Myers made a motion, seconded by Mr. Dial, to approve the FY 2026 Supplemental Budget #2 as presented. The motion carried.

5. Approve 2026 OJRSA Board and Committee Meeting Schedule (Exhibit F) – The Director stated that this schedule is different from previous years as it changes the December board meetings to 2:00 p.m. to accommodate the City of Seneca with their Christmas parade. In addition, the January 2026 Board and Annual Members' meetings have been changed to 5pm and 6pm (respectively) to accommodate the City of Westminster's swearing in of their new council members.

Ms. Myers made a motion, seconded by Mr. Dial, to approve the 2026 OJRSA Board and Committee Meeting Schedule as presented. The motion carried.

- I) Executive Director's Discussion and Compliance Matters** – Mr. Eleazer reported on the following:
- 1. Environmental and Regulatory Compliance Matters** – None.

2. Thornwell/Target Development Update – The OJRSA sent the amended fees, based on the modified construction permit discussion from a couple weeks ago, to them. The engineer has completed his portion of the capacity permit application and has sent it to the developer to finish it and return it with their payment for the impact fees. Mr. Eleazer stated he received an email this morning from them stating the OJRSA should receive the application and payment by the end of the week.

Mr. Eleazer said he wants to speak with Mr. Flynn about the OJRSA ensuring the developer requests the recension of the capacity they were already allocated to the plant and revises it with the new amount once they pay their fees and procure the capacity in the treatment plant. They also need to be given a timeframe in which to do this and the consequence of not following through (as deemed appropriate by Mr. Flynn).

Mr. Dial asked if the modified fees were lower or higher. Mr. Eleazer replied the fees are the same, because the rate remains the same. The gallons of capacity have changed and is lower so they will pay a lower amount.

3. Election of Officers and Committee Appointments – At the beginning of the January 2026 board meeting, the OJRSA will elect the chair, vice-chair, secretary/treasurer, and committee appointments.

4. Miscellaneous (If Any) – Mr. Eleazer thanked everyone for the feedback on the capacity reservation policy and wished everyone a Merry Christmas and Happy New Year.

J) Commissioners' Discussion – Mr. Moulder thanked the board, on behalf of the City of Seneca, for accommodating them for their Christmas parade with the new time for the future December meetings.

K) Adjourn – Mr. Bronson adjourned the meeting at 3:15 p.m.

Upcoming Meetings:

- 1. Reconstitution Committee and Executive Committee** - Thursday, December 11, 2025 at 9:00 a.m.
- 2. Finance & Administration Committee** – Tuesday, December 16, 2025 at 9:00 a.m. *(Note Special Date Due to Holidays)*
- 3. Operations & Planning Committee** – Thursday, December 18, 2025 at 8:30 a.m.
- 4. Board of Commissioners** – Monday, January 5, 2026 at 5:00 p.m. *(Note Special Meeting Time - and Meeting to be Held at Walhalla Depot, 211 South College Street, Walhalla)*
- 5. Annual Members' Meeting** – Monday, January 5, 2026 at 6:00 p.m. *(Note Special Meeting Time - and Meeting to be Held at Walhalla Depot, 211 South College Street, Walhalla)*

Approved By: _____
Kevin Bronson, OJRSA Commission Chair

Approved By: _____
Lynn M. Stephens, OJRSA Secretary/Treasurer

Approved By: _____
Christopher R. Eleazer, OJRSA Executive Director

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, and posted at the OJRSA Administration Building.

***ATTACHMENTS STARTING NEXT PAGE**



Board of Commissioners Meeting
OJRSA Operations & Administration Building
Lamar Bailes Board Room
December 1, 2025 at 2:00 PM

NOTE CHANGE OF MEETING TIME

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 (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. 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, Board Chair
- B. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Parris
- C. Public Session** – Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- D. Approval of Minutes**
 - Board of Commissioners Meeting of November 3, 2025
- E. Committee and Other Meeting Reports**
 - Reconstitution Committee and Executive Committee Meeting of October 9, 2025 as approved by committee on November 13, 2025 – Kevin Bronson, Committee Chair **Acceptance of the November 13, 2025 meeting to be considered at the January 5, 2026 board meeting**
 - Operations & Planning Committee Meeting of November 20, 2025 – Scott Moulder, Committee Chair
 - Finance & Administration Committee Meeting of November 25, 2025 – Celia Myers, Committee Chair
- F. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer
- G. Presentation and Discussion Items** *[May include vote and/or action on matters brought up for discussion]*
 - Discuss modifying the normal working hours of Maintenance and Conveyance System staff to 7:00 a.m. to 4:00 p.m. Monday through Friday – Chris Eleazer, Director and Kyle Lindsay, Operations Director
- H. Action Items**
 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
 4. Approve FY 2026 Supplemental Budget #2 (Exhibit E) – Chris Eleazer, Director
 5. Approve 2026 OJRSA Board and Committee meeting schedule (Exhibit F) – Chris Eleazer, Director
- I. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
 1. Environmental and regulatory compliance matters
 2. Thornwell/Target Development update
 3. Election of Officers and Committee appointments
 4. Miscellaneous *(if any)*
- J. Commissioners' Discussion** – Led by Kevin Bronson, Board 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.
- K. Adjourn**

Upcoming Meetings

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

- Reconstitution Committee and Executive Committee – December 11, 2025 at 9:00 AM
- Finance & Administration Committee – December 16, 2025 at 9:00 AM *Special date due to holidays*
- Operations & Planning Committee – December 18, 2025 at 9:00 AM
- Board of Commissioners – January 5, 2026 at 5:00 PM *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*
- Annual Members' Meeting – January 5, 2026 at 6:00 p.m. *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*



Secretary/Treasurer's Report for Board of Commissioners

Prepared for the December 1, 2025 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: November 25, 2025

UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	510,867	3,185,000	3,695,867
Retail Operations & Maintenance (RO&M)	112,336	0	112,336
TOTAL UNRESTRICTED FUNDS	623,203	3,185,000	3,808,203

RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	2,042,176	0	2,042,176
Wholesale Impact Fund (WIF)	311,720	5,880,000	6,191,720
Retail Impact Fund (RIF)	3,400	0	3,400
TOTAL RESTRICTED FUNDS	2,357,296	5,880,000	8,237,296

Combined Total for All Funds

Cash	2,980,499	Investments	9,065,000	Combined	12,045,499
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Account Notes:

DAYS CASH ON HAND

Financial & Accounting Policy Section 2.10(H) states the minimum balances established for OJRSA Wholesale O&M and Retail O&M funds are 120 Days Operating Cash on Hand.

$$\text{Formula for Cash on Hand} = \frac{\text{Cash} + \text{Cash Equivalents}}{(\text{Annual Operating Expense} - \text{Depreciation}) \div 365 \text{ Days}}$$

	Cash on Hand (Days)	Annual Operating Expense minus Depreciation (\$)	Budget Amended During Fiscal Year?
O&M Fund	199.6	6,759,426	X NO YES
RO&M Fund	387.5	105,802	NO X YES

INDEPENDENT RECONCILIATION OF ACCOUNTS

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of October 2025 (mark with an "X" on appropriate line): X YES NO See attached document(s) from accountant.

Reconciliation Notes:

Waiting on October reconciliation letter from Susan Stamey.

See next page for more information

INVESTMENTS UPDATE

Maturing Investment	%age Rate	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?
Meadows Bank	4.3	O&M	11/28/2025	245,000.00	X YES NO
Dollar Bank	4.2	WIF	12/11/2025	245,000.00	X YES NO
Community West Bank	4.2	WIF	12/12/2025	245,000.00	X YES NO
Pathfinder Bank	4.25	O&M	12/23/2025	245,000.00	X YES NO
City National Bank	4.85	O&M	12/29/2025	245,000.00	X YES NO
					YES NO
					YES NO
					YES NO
					YES NO
					YES NO
					YES NO
					YES NO
					YES NO

Investment Notes:

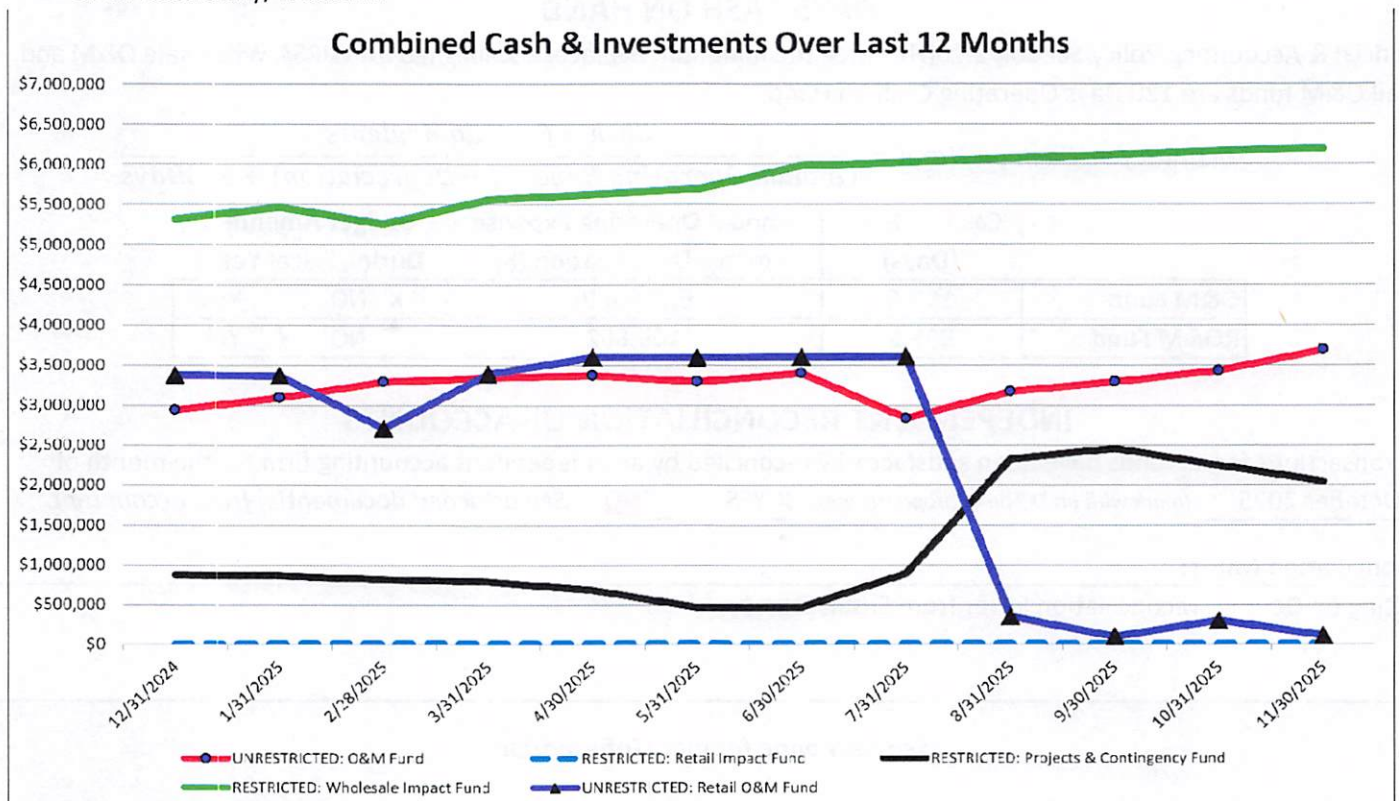
Will be investing approximately \$1,000,000 in December from the PCF account to bring balance down some.

See additional sheets for investment information and trends

By my signature, to the best of my knowledge, I certify this report is accurate.

Lynn Stephens

OJRSA Secretary/Treasurer





GRAYBILL, LANSCHÉ & VINZANI, LLC

REPLY TO:

Ryan W. Newton

E-Mail: 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

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, LANSCHÉ & 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>CENTRAL ELECTRIC POWER COOPERATIVE, INC, 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 & 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>OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY, 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)

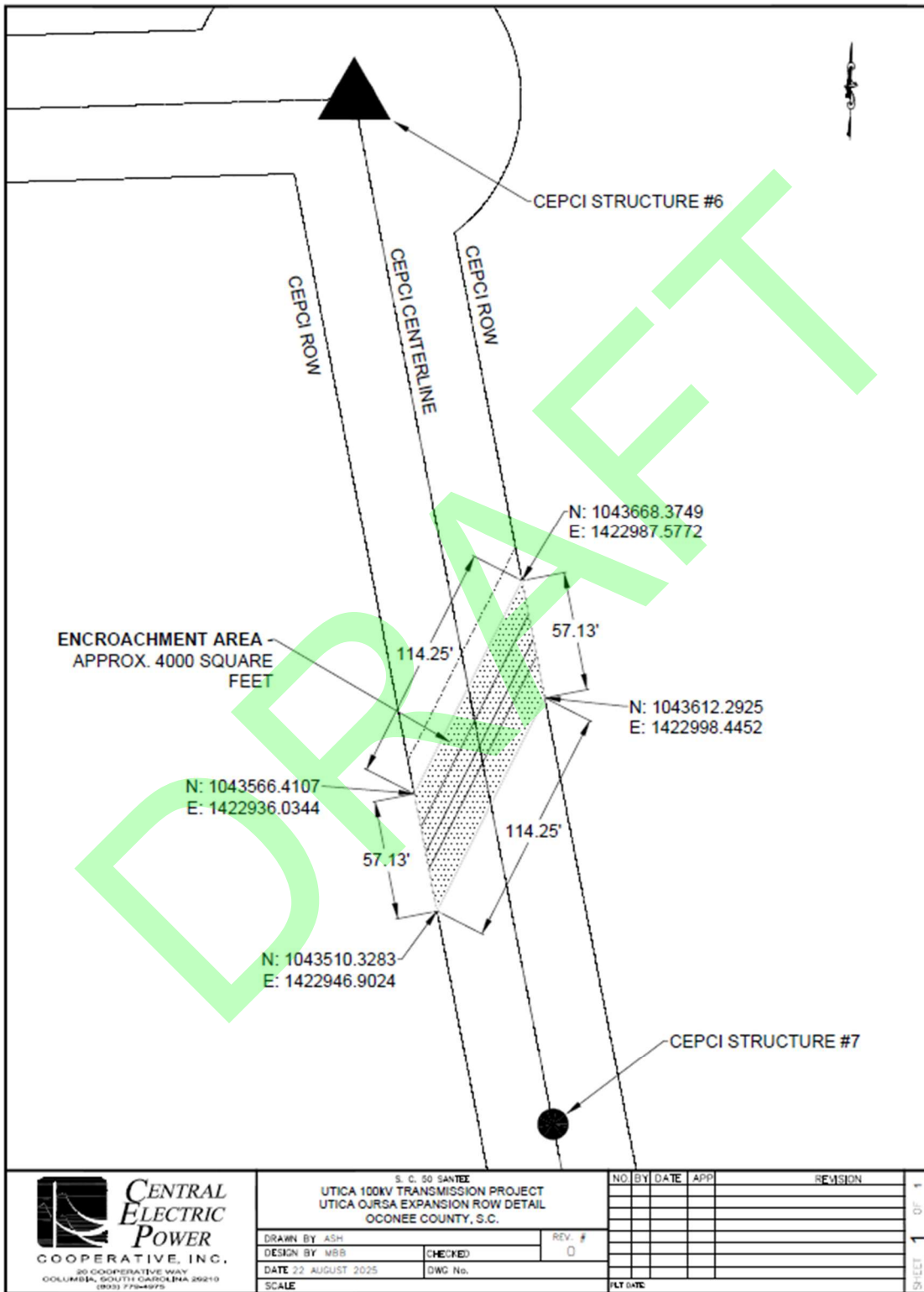
COUNTY OF OCONEE)

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

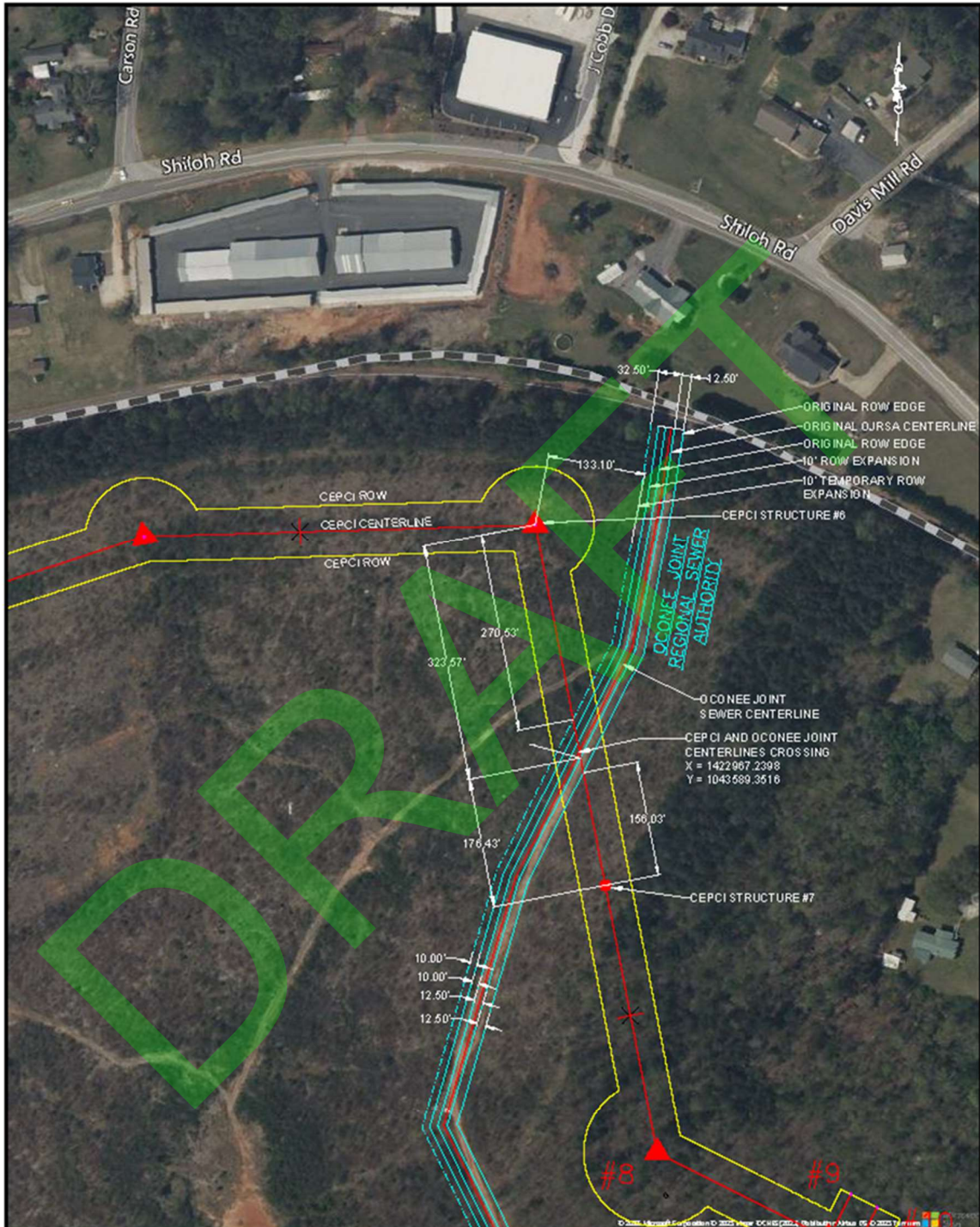


S. C. 50 SANTEE
UTICA 100KV TRANSMISSION PROJECT
UTICA OURSA EXPANSION ROW DETAIL
OCONEE COUNTY, S.C.

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

NO.	BY	DATE	APP.	REVISION

SHEET 1 OF 1



**CENTRAL
ELECTRIC
POWER**
COOPERATIVE, INC.

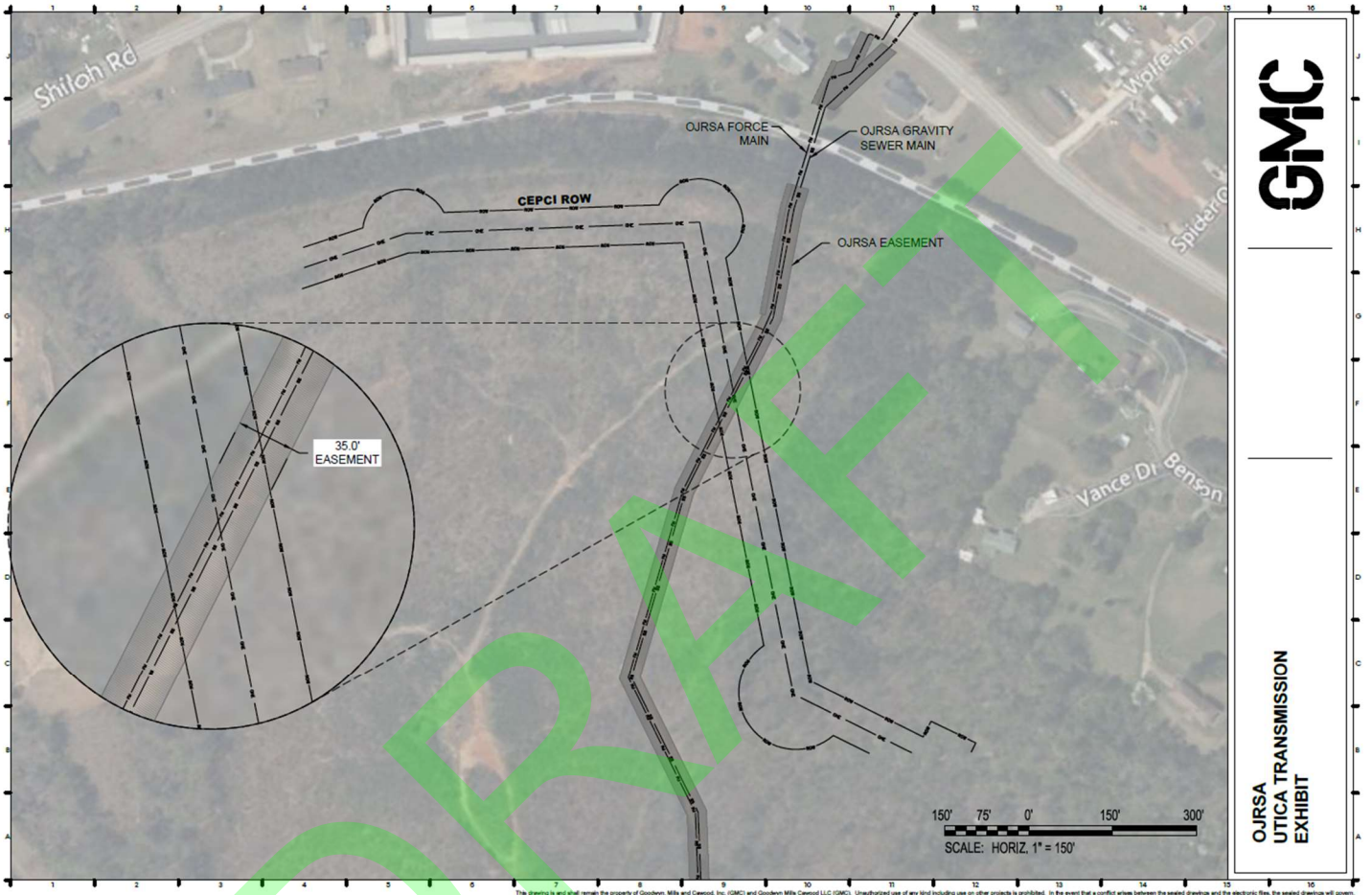
S. C. 50 SAITEE
UTICA 100KV TRANSMISSION PROJECT
UTICA SEWER LINE CROSSING
OCONEE COUNTY, S.C.

DRAWN BY: KSH	CHECKED:	REV. #
DESIGN BY: MBB	DWG No.:	D
DATE: APRIL 25, 2025		
SCALE:		

NO.	BY	DATE	APP.	REVISION

SHEET 1 OF 1

Exhibit B OJRSA Facilities



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



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.

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
Total	2	3

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:

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

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.

- 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.

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.

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 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.

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

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

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.

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

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 fees¹ 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.²

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.³
 - 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.

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

² 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.”

³ 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.⁴ 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.

⁴ 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.



Fiscal Year 2026 Supplemental Budget #2

December 1, 2025 Board Meeting

OPERATIONS & MAINTENANCE FUND		Current (\$)	Incr/ Decr (\$)	Amended (\$)	Note
O&M FUND REVENUES		6,759,426	0	NO CHANGE	
401/501/801/1201 Departments					
O&M FUND EXPENSES		6,759,426	0	NO CHANGE	
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
FUND REVENUES					
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	
FUND EXPENSES					
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.**

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

- 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

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
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FEBRUARY

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APRIL

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JUNE

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JULY

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SEPTEMBER

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NOVEMBER

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DECEMBER

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- Board of Commissioners 5:00pm/Annual Members' Meeting 6:00pm. *Walhalla Depot, 211 South College Street, Walhalla*
- Board of Commissioners Meeting 4:00pm
- Finance & Administration Committee Meeting 9:00am
- Operations & Planning Committee Meeting 8:30am
- Board of Commissioners Meeting 2:00pm *DECEMBER ONLY*
- Reconstitution Committee 9:00am
- OJRSA Holiday per Personnel Policy Manual (Office Closed)

Board and Committee Meetings

Commissioners (5:00pm) & Annual Members' (6:00pm): Jan 5 *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 | | |



Ad Hoc Reconstitution Committee and Executive Committee

OJRSA Operations & Administration Building
Lamar Bailes Board Room
December 11, 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.

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 (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. 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. Approval of Minutes**
 - Ad Hoc Reconstitution Committee and Executive Committee Meeting of November 13, 2025
- C. Committee Discussion and Action Items**
 1. West Union update regarding the support resolution and rate/valuation study – Chris Eleazer, Committee Member/OJRSA Director (or Linda Oliver, West Union Mayor, if present)
 2. Oconee County update regarding the support resolution – Glenn Hart, Committee Member/Oconee County Council
 3. Update on amendment to Joint Authority Water and Sewer Systems Act (Exhibit A) – Lawrence Flynn, OJRSA Counsel
 4. Communications with elected officials – Katherine Amidon, Committee Facilitator
 5. Update on financial studies (Exhibit B) – Angie Mettlen, Committee Facilitator
- D. 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.
- E. Adjourn**

Upcoming Meetings

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

- Finance & Administration Committee – December 16, 2025 at 9:00 AM
- Operations & Planning Committee – December 18, 2025 at 8:30 AM
- Board of Commissioners – January 5, 2026 at 5:00 PM *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*
- Annual Members' Meeting – January 5, 2026 at 6:00 p.m. *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*
- Reconstitution Committee and Executive Committee – January 8, 2026 at 9:00 AM

TO AMEND CERTAIN PROVISIONS OF TITLE 6, CHAPTER 25 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, TO AUTHORIZE CERTAIN CLARYIFYING AMENDMENTS REGARDING COMMISSIONERS, RECONSTITUTION, BOND APPROVAL AND DURATION.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Section 6-25-20 shall be amended to add the following defined terms:

§ 6-25-20. Definitions.

(14) “Legislative Delegation” means all members of the South Carolina Senate and South Carolina House representing any county where a joint system is located.

(15) “Governor” means the Governor of the State of South Carolina.

SECTION 2. Section 6-25-50 shall be amended and restated as follows:

§ 6-25-50. ~~Agreement as to number of commissioners each member may appoint; Application filed with Secretary of State; corporate certificate.~~

(A) The governing bodies of the members of a joint system shall form an agreement specifying the number of commissioners ~~each member may appoint to a commission created to govern the joint system pursuant to Section 6-25-60.~~

(B) ~~Two or more commissioners~~ The proposed members of a joint system shall jointly file an application with the Secretary of State ~~an application signed by the commissioner or each proposed member setting forth:~~

(1) ~~the names of~~ number of proposed members of the joint system, the number of proposed commissioners, and their respective appointed commissioners the method of appointment pursuant to Section 6-25-60(B);

(2) ~~(a) the a~~ certified copy of a resolution of each member determining it is in its best interest to participate in the proposed joint system; ~~and~~

~~(b) the resolution appointing the member’s commissioner;~~

(3) the desire that the joint system be organized as a public body corporate and politic under this chapter;

(4) the name which is proposed for the joint system; and

(5) the purpose for creation of the joint system.

The Secretary of State shall file the application if after examining it and determining that it complies with the requirements in this section and that the proposed name of the joint system is not identical with that of any other corporation of the State or any agency or instrumentality or so nearly similar as to lead to confusion and uncertainty.

After the application has been filed, the Secretary of State shall issue a corporate certificate that must be filed with the application, and the joint system then must be constituted a public body corporate and politic under the name proposed in the application. The corporate certificate shall set forth ~~the names of all voting member and~~ the name of the joint system. There also must be stated upon the corporate certificate the purpose for which it has been created, as set forth in the application. Notice of the issuance of such corporate certificate must be given to all members of the joint system by the Secretary of State.

In any suit, action, or proceeding involving the validity or enforcement of, or relating to, contract of a joint system, the joint system in the absence of establishing fraud shall be conclusively

considered to have been established in accordance with the provisions of this chapter upon proof of the issuance of the certificate by the Secretary of State. A copy of the certificate, duly certified by the Secretary of State, is admissible in evidence in any suit, action, or proceeding and is conclusive proof of the filing and contents.

SECTION 3. Section 6-25-60 shall be amended and restated as follows:

§ 6-25-60. Joint system to be managed and controlled by commission; appointment of commissioners; oath; records; seal; quorum; vacancies; expenses.

(A) The management and control of a joint system is vested in a commission that may consist of no fewer than five members and no more than eleven members. A commissioner has one vote and may have additional votes as a majority of the members of the joint system determines. Notwithstanding the provisions of this subsection requiring the commission managing a joint system to have no fewer than five members and no more than eleven members, a joint system in existence on this section's effective date and having fewer than five members or more than eleven members on this section's effective date may continue to maintain the number of members serving on the section's effective date and may add additional members as its commissioners determine.

(B) As contemplated by the initial application to the Secretary of State, commissioners serving on the commission may be appointed under one of the following procedures:

(1) Appointment by member. The governing body of each voting member of a joint system shall appoint one or more a commissioner~~s~~, pursuant to ~~Section 6-25-50(A)~~, to serve as a commissioner of the joint system. ~~A commissioner has one vote and may have additional votes as a majority of the members of the joint system determines.~~ A commissioner serves at the pleasure of the governing body by which he was appointed. A commissioner, before entering upon his duties, shall take and subscribe to an oath before a person authorized by law to administer oaths to execute the duties of his office faithfully and impartially, and a record of each oath must be filed with the governing body of the appointing authority.

~~Notwithstanding the provisions of this subsection requiring the commission managing a joint system to have no fewer than five members and no more than eleven members, a joint system in existence on this section's effective date and having fewer than five members or more than eleven members on this section's effective date may continue to maintain the number of members serving on the section's effective date and may add additional members as its commissioners determine.~~ Further, and notwithstanding the appointment requirements above, in the event there are an even number of members of a joint system (i.e. 4, 6, 8, 10), the project contract, bylaws or other similar agreement for the joint system may authorize one additional member of the commission; such additional commissioner shall be recommended by the legislative delegation from each county where the joint system is located, and upon receipt of such recommendation, such additional commissioner shall appointed by the Governor. Any gubernatorial appointment shall be for a term of four years and shall serve until a duly appointed successor is appointed and qualified. Any commissioner appointed by the Governor hereunder must reside within a household receiving utility services from the joint system or a member of the joint system. Any vacancy of such member must be filled for the remainder of the unexpired term in the same manner as the original appointment. If a new member of a joint system is added under the provisions hereof such that there becomes an odd number of members of a joint system, any gubernatorial appointed commissioner shall be deemed to automatically vacate his position as a commissioner as of the date of the admission of such new member of a joint system and their respective appointment of a new commissioner.

(2) Appointment by Governor. The commissioners may be appointed by the Governor in accordance with the following procedures:

(a) The Governor, based upon the recommendation of the legislative delegation from each county that the joint system operates, shall appoint each commissioner. Each appointed commissioner must reside within a household receiving utility services from the joint system or a member of the joint system. In making such appointments, there shall be at least one commissioner appointed by the Governor from the service area of each member of the joint system.

(b) Excepting the initial appointments as necessary to create a staggered commission which may be two or four years, respectively, each commissioner must be appointed and serve for a term of four years and until his successor is appointed and qualified, provided that the terms of the commissioners must be staggered such that approximately one-half of the total members appointed by the Governor must be appointed or reappointed every two years. A vacancy must be filled for the remainder of the unexpired term in the manner of the original appointment. Respecting the initial commission appointed herein, the minority portion of the staggered membership, representing those authorities with the lowest number of customers of the joint system, shall serve for an initial two-year term.

~~(B)~~ (C) The commissioners of the joint system shall annually, or biennially, if provided in the bylaws of the joint system, elect, with each commissioner having one vote, one of the commissioners as chairman, another as vice chairman, and other persons who may, but need not be commissioners, as treasurer, secretary and, if desired, assistant secretary. The office of treasurer may be held by the secretary or assistant secretary. The commission may also appoint such additional officers as it deems necessary. The secretary or assistant secretary of the joint system shall keep a record of the proceedings of the joint system, and the secretary must be the custodian of all books, records, documents, and papers filed with the joint system, the minute book or journal of the joint system, and its official seal.

~~(C)~~ (D) A majority of the commissioners of the joint system shall constitute a quorum. A vacancy on the commission of the joint system shall not impair the right of a quorum to exercise all rights and perform all the duties of a joint system. Any action taken by the joint system under the provisions of this chapter may be authorized by resolution at any regular or special meeting held pursuant to notice in accordance with bylaws of the joint system, and each resolution shall take effect immediately and need not be published or posted. Except as is otherwise provided in this chapter or in the bylaws of the joint system, a majority of the votes which the commissioners present are entitled to cast, with a quorum present, shall be necessary and sufficient to take any action or to pass any resolution. No commissioner of a joint system shall receive any compensation solely for the performance of duties as a commissioner, but each commissioner may be paid per diem, mileage, and subsistence expenses, as provided by law for state boards, committees, and commissions, incurred while engaged in the performance of such duties.

(E) All commissioners shall hold the qualifications of an elector.

(F) Commissioners appointed under subsection (B)(2) above may not be an officer or employee of a member of a joint system, and no commissioner shall be permitted to serve on an ex officio basis. Separately, for commissioners appointed under subsection (B)(1) above, the members of the joint system may include a restriction in the project contract, bylaws or other agreement for the joint system that no commissioner may be an officer or employee of a member of a joint system, and no commissioner shall be permitted to serve on an ex officio basis.

(G) Any commissioner appointed hereunder shall be deemed to forfeit his respective position if such person (1) lacks, at any time during his term of office, any qualifications for the office prescribed by general law and the Constitution, or (2) is convicted of any crime, other than civil infractions or misdemeanors for which no imprisonment is imposed.

SECTION 4. Section 6-25-70 shall be amended and restated as follows:**SECTION 6-25-70.** Change in membership of joint system.

(A) After the creation of a joint system, any other authority may become a member *of the joint system* upon:

- (1) adoption of a resolution or ordinance by the governing body complying with the requirements of Section 6-25-40 including publication of notice;
- (2) submission of an application to the joint system; and
- (3) approval of the application by resolution of the governing body of each member of the joint system except in the case of a joint system organized for the purpose of creating a financing pool, in which case the application must be approved by resolution of the commission.

(B) A member may withdraw from a joint system by resolution or ordinance of its governing body. A contractual right acquired or contractual obligation incurred by a member while it was a member remains in full force and effect after the member's withdrawal.

(C) Notice of a change in membership must be filed in the Office of the Secretary of State. No change is final until this filing occurs. The filing is not required if a joint system is organized only for the purpose of creating a financing pool.

(D) If a new member of the joint system is added hereunder, the approval documentation required under subsection (A)(3) above shall determine whether any new commissioners shall be added to the commission as necessary to support such new member of the joint system. If a new commissioner is added, either by the member of the joint system or the Governor, as applicable, each such commissioner shall be appointed immediately.

SECTION 5. Section 6-25-80 shall be amended and restated as follows:**§ 6-25-80.** Dissolution of system.

Whenever the commission of a joint system and the governing body of each of its members shall by resolution or ordinance determine that the purposes for which the joint system was formed have been substantially fulfilled and that all bonds issued and all other obligations incurred by the joint system have been fully paid or satisfied, the commission and members may declare the joint system to be dissolved. On the effective date of the resolution or ordinance, the title to all funds and other income and property owned by the joint system at the time of dissolution must be disbursed to the voting members of the joint system according to its bylaws.

In the discretion of the members of a joint system for the proper and efficient operation of any joint system, an existing joint system may be reconstituted by following the procedures for the creation of a new joint system, mutatis mutandis.

SECTION 6. Section 6-25-110 shall be amended and restated as follows:**§ 6-25-110.** Authorization to incur debt and issue bonds.

A joint system may incur debt for any of its purposes and may issue bonds pledging to the payment as to both principal and interest the revenues, or any portion, derived or to be derived from all or any of its projects and any additions and betterments or extensions or contributions or advances from its members or other sources of funds available to it. A joint system may not undertake a project required to be financed, in whole or in part, with the proceeds of bonds without the approval of the governing bodies of each member which is obligated or to be obligated under any contract for the payment of amounts to be pledged as security therefore and a favorable vote of two-thirds of all commissioners. Notwithstanding the foregoing, when a commission is

appointed under Section 6-25-60(B)(2), no separate approval of the governing bodies of each member shall be required for the issuance of any bonds, and such bonds shall be authorized and approved by a simple majority of the commissioners. Any project may be preauthorized, preapproved or otherwise permitted under the terms of the project contract for the joint system, and such authority, approval or permission shall constitute all necessary approval of the respective governing bodies of each member herein. A joint system formed only for the purpose of creating a financing pool may issue notes in anticipation of the issuance of bonds by its members to the government.

SECTION 7. Section 6-25-128 shall be amended and restated as follows:

§ 6-25-128. Contracts between authority and joint system; duration.

An authority may contract to buy from the joint system water required for its present or future requirements, including the capacity and output, or a portion or share of one or more specified projects. An authority also may contract for the collection or treatment of wastewater, including present or future capacity, or a portion or share of another project. The creation of a joint system is an alternative method whereby an authority may obtain the benefits and assume the responsibilities of ownership in a project, so a contract may provide that the authority forming the contract is obligated to make a payment required by the contract whether or not a project is completed, operable, or operating notwithstanding the suspension, interruption, interference, reduction, or curtailment of the output of a project or the water contracted for, and that the payments under the contract are not subject to reduction, whether by offset or otherwise, and are not conditioned upon the performance or nonperformance of the joint system or any other member of the joint system under the contract or any other instrument. A contract with respect to the sale or purchase of capacity or output, or a portion or share of them, of a project entered into between a joint system and its member authorities also may provide that if an authority or authorities default in the payment of its or their obligations with respect to the purchase of the capacity or output, or a portion or share of them, in that event the remaining member authorities which are purchasing capacity and output under the contract are required to accept and pay for and are entitled proportionately to and may use or otherwise dispose of the capacity or output which was to be purchased by the defaulting authority.

A contract concerning the sale or purchase of capacity and output from a project may extend for a period not exceeding fifty years from the date of the contract and may be renewable and extended upon terms as the parties may agree for not exceeding an additional fifty years; and the execution and effectiveness is not subject to any authorizations or approvals by the State or any agency, commission, or instrumentality or political subdivision of them. Additionally, the contract may further provide that bonds or other indebtedness of the joint system may exceed the term of an initial or existing contract between or among the joint system and the respective members of the joint system, and in such event the contract, or at least the payment obligations of each member, shall be automatically extended to a period commensurate with the term of the bonds or other indebtedness.

Payments by an authority under a contract for the purchase of capacity and output from a joint system may be made from the revenues derived from the ownership and operation of the water system of the authority or from such other sources of funds as may be available, including any amounts received as payments in lieu of taxes. An authority may not pledge its full faith, credit, and taxing power to secure its obligations to the joint system or the bonds of the joint system. An authority is obligated to fix, charge, and collect rents, rates, fees, and charges for water or sewer services, facilities, and commodities sold, furnished, or supplied through its water or sewer system sufficient to provide revenues adequate to meet its obligations under any contract and to pay any

and all other amounts payable from or constituting a charge and lien upon the revenues, including amounts sufficient to pay the principal of and interest on general obligation bonds, if any, heretofore or hereafter issued by the authority for purposes related to its water or sewer system.

An authority that is a member of a joint system may furnish the joint system with money derived from the ownership and operation of its water or sewer system or facilities and provide the joint system with personnel, equipment, and property, both real and personal, and from any other sources legally available to it for such purposes. An authority also may provide services to a joint system.

A member of a joint system may contract for, advance, or contribute funds derived from the ownership and operation of its water or sewer system or facilities or from another legal source to a joint system as agreed upon by the joint system and the member, and the joint system shall repay the advances or contributions from the proceeds of bonds, operating revenue, or other funds of the joint system, together with interest as agreed upon by the member and the joint system.

SECTION 8. This act takes effect upon approval by the Governor.



AD HOC RECONSTITUTION COMMITTEE

December 2025

Financial Feasibility Study: Expected Outcomes for Entities

Overall Outcomes

Based on a scope similar to the MetroConnects/Sewer Districts Financial Feasibility Study provided to the Committee as an example, the following overall outcomes can be expected for each entity if participating in a similar study. It would be expected that only the initial phase of the study would be completed at this time. The actual deliverables will be based on the negotiated scope after discussions with the selected consultant.

Below are the expected outcomes that each entity could expect from a similar study:

Strategic Financial Roadmap: Clear understanding of debt capacity, affordability, and long-term capital planning.

Decision Support: Data-driven insights to guide prioritization of projects and potential mergers/consolidations.

Enhanced Governance: Transparent communication tools for boards, committees, and stakeholders.

Example Phase I: Financial Analysis & Consolidation/Merger Evaluation

Planning Work Deliverables

- Financial Condition & Debt Portfolio Analysis
- Detailed report on current financial health, credit profile, and debt obligations.
- Identification of strengths, risks, and opportunities in existing financing.
- Capital Planning Model
- A comprehensive, customized financial model projecting debt capacity and affordability.
- Scenario testing for different project timelines, funding structures, and revenue sources.



AD HOC RECONSTITUTION COMMITTEE

- Sensitivity analyses to show how changes in assumptions (revenues, costs, growth) affect affordability.

Consolidation/Merger Evaluation Deliverables

- Comparative analysis of existing and proposed cash flows for entities under consideration.
- Impact assessment on financial ratios, coverage levels, and long-term sustainability.
- Pro forma projections to evaluate merger/consolidation feasibility.
- Stakeholder Engagement
- Participation in board meetings, workshops, and committees to refine assumptions.
- Presentation materials to communicate findings clearly to governing boards and staff.

Example Phase II: Financial Transaction Support

This phase will come at a later date if consolidation moves forward and will not be a part of the initial scope. However, this is provided as information for the Committee to understand the expected outcomes of this work should it be necessary.

Transaction Execution Deliverables

- Plan of Finance Document
- Tailored financing strategy aligned with short- and long-term objectives.
- Recommended structures (fixed vs. variable rate, term lengths, call provisions).
- Credit Package
- Comprehensive lender/bond counsel package including financials, projections, and supporting schedules.
- Quantitative Schedules
- Sources and uses of funds.
- Debt service schedules.
- Escrow cash flow projections.

Financing Calendar Deliverables

- Detailed timeline of milestones (board approvals, hearings, closing dates).



AD HOC RECONSTITUTION COMMITTEE

- Market Advisory Report
- Current bond market conditions and interest rate outlook.
- Timing recommendations for issuance.
- Closing Documentation
- Coordinated checklist of closing requirements.
- Drafts of legal documents prepared with counsel.
- Final executed agreements.
- Board/Stakeholder Presentation
- Clear explanation of financing terms, risks, and expected outcomes.
- Visuals to support decision-making.

Post-Closing Support Materials

- Closing summary report.
- Q&A documentation for staff and stakeholders.



AD HOC RECONSTITUTION COMMITTEE

Collection Systems Rate Study: Expected Outcomes for Entities

Overall Outcomes

Based on a scope similar to the MetroConnects/Sewer Districts Collection Systems Rate Study provided to the Committee as an example, the following overall outcomes can be expected for each entity if participating in a similar study. It would be expected that this rate study would follow the Financial Feasibility Study and utilize its results combined with capital improvements information from each entity and developed through the OJRSA Regional Feasibility Planning Study. In addition, if any entity has undertaken a recent rate study, that information will also be used in this effort. The actual deliverables will be based on the negotiated scope after discussions with the selected consultant.

Below are the expected outcomes that each entity could expect from a similar study:

Clear Understanding of Financial Needs: Insight into revenue requirements for both individual subdistricts and a consolidated system.

Equitable and Sustainable Rate Structure: Rates aligned with industry best practices and financial objectives.

Customer Impact Transparency: Analysis of how proposed changes affect affordability and fairness.

Decision Support Tool: A robust model to guide future rate adjustments and capital planning.

Strategic Recommendations: Guidance on policy considerations, economies of scale, and long-term financial sustainability.

Example Rate Study Key Deliverables

Detailed Data Request and Collection Task

- A comprehensive list of required data (budgets, billing data, financial reports, growth forecasts, ordinances, contracts).
- Organized and validated datasets for analysis.



AD HOC RECONSTITUTION COMMITTEE

Revenue Requirement Forecast Task

- Multi-year projections of operating and maintenance costs, capital costs (including debt service), and reserve requirements.
- Separate forecasts for each subdistrict and an aggregated forecast for the entire system.

Billable Units of Service Forecast Task

- Analysis of customer demand using water usage and GIS data.
- Five-year forecast of billable units based on growth assumptions.

Rate Calculations Task

- Proposed rate structures for each subdistrict and consolidated system.
- Annual rate projections for the forecast period.
- Customer impact analysis to show how changes affect different customer classes.

Financial Model Task

- A customized, Excel-based interactive rate model.
- Ability to test scenarios, perform sensitivity analyses, and update assumptions easily.
- Dashboard for visualizing financial and operational metrics.

Recommendations & Presentation Task

- Summary report with findings, recommended rate structures, and financial strategies.
- One formal presentation to stakeholders (with potential for additional sessions if needed).



Operations & Planning Committee Meeting

OJRSA Operations & Administration Building

Lamar Bailes Board Room

December 18, 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 (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. 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]*
 - 1. Update on current projects (Exhibit A) – Chris Eleazer, Director and Kyle Lindsay, Operations Director
 - 2. Continue discussions for large developments as requested by Board – Chris Eleazer, Director
- D. Action Items to Recommend to the Board for Consideration**
 - Authorize Executive Director to negotiate and execute Indefinite Delivery Contracts with Weston & Sampson and Ardurra engineering firms in consideration for OJRSA Project #2026-03 – Chris Eleazer, Director and Kyle Lindsay, Operations Director
- E. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
 - 1. Environmental and regulatory compliance matters
 - 2. Flow meter station weekly reports
 - 3. Standard agreement for ownership, operation, and maintenance of developments
 - 4. 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.

- Board of Commissioners – January 5, 2026 at 5:00 PM *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*
- Annual Members' Meeting – January 5, 2026 at 6:00 p.m. *Note special meeting time. Meeting to be held at Walhalla Depot, 211 South College Street, Walhalla*
- Reconstitution Committee and Executive Committee – January 8, 2026 at 9:00 AM
- Operations & Planning Committee – January 15, 2026 at 8:30 AM

FY2026 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2025 17:02

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)	Comp. Performing (and Project Mgr)	
					Bids/RFPQ/etc. Issue/Advertised	Req/Contract Signed	Started Work	Completed					
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	100%	11/8/2025	0	Internal Project	Internal Project	N/A	11/7/2025	0	0	N/A	OJRSA Chris Eleazer	
2	Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)	N/A	TBD	N/A	N/A	N/A	7/15/2025		0	0	N/A	Board of Commissioners	
3	Completion of Development Guide (AM)	5%	12/31/2025	N/A	Internal Project	Internal Project	9/10/2024		0	0	N/A	OJRSA Chris Eleazer	
4	Development Policy Revision (CE)	70%	10/6/2025	N/A	Internal Project	Internal Project	9/24/2024		0	0	N/A	OJRSA Chris Eleazer	
5	Indefinite Delivery Contract for Engineering Services (CE)	80%	10/6/2025	N/A	10/10/2025				0	0	N/A. Projects to be assigned to depts.	OJRSA Chris Eleazer	
6	Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)	100%	10/31/2025	12,650	Prof Svcs	8/12/2025	9/22/2025	12/3/2025	12,650	0	Admin: Safety 501-02370	Life & Safety TBD	
7	CMMS & Financial Software System Upgrade (CE)	5%	6/30/2026	199,715	7/3/2025	12/1/2025			38,816	160,899	Admin Services 501-02420	KCI Heidi Hummel	
8	Comprehensive Sewer Management Plan Project #2026-04 (KL)	0%	5/31/2026	49,999	Proj #2026-04 Prof Svcs	10/2/2025			1,038	48,962	Con Sys: Prof Svcs 601-02430	Ardurra Priya Verravalli	
9	Evaluate Perkins PS & Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)	0%	10/1/2025	TBD	IDC Engineer				0	0	Con Sys: Prof Svcs 601-02430	TBD	
10	Field Data Collection for Hydraulic Model Verification (KL)	75%	12/31/2025	TBD	Prof Svcs	Internal Project	11/19/2025		0	0	Con Sys: Prof Svcs 601-02430	GMC Hannah Ribelin	
11	Coneross PS Rotating Assembly for Pumps #4 & #5 (EP)	0%	TBD	TBD					0	0	Con Sys: R&M COS-PS 601-05030	TBD	
12	Martin PS Motor Base Restraint System (#2 of 3) (EP)	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	Meco Keith Hall	
13	Martin PS Aeration Motor Install (crane needed) (EP)	0%	11/30/2025	TBD	11/3/2025	12/1/2025			5,670	0	Conv Sys: Equip Rent 601-02540	TBD	
14	NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL)	100%	10/31/2025	3,500	Prof Svcs	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	Goldie Assoc Paul Lewis	
	Aluminum and Mercury Sampling Plan Development and Implementation for new NPDES Permit (KL, JM)	33%	Plan: 11/21/25 Impl: 5/31/26	8,855	Prof Svcs	Plan: 10/9/25 Impl: 12/15/25	Plan: 10/24/25 Impl: 12/15/25	Plan : 11/22/25 Impl: _____	0	8,855	Lab: Prof Svcs 901-02430	Goldie Assoc S Harrison & A Anderson	
15	CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)	15%	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	Howard Engineering Amy Howard	
16	Headworks Flow Pulse and Flow Channel Sensor Install (JM)	100%	8/30/2025 9/25/2025	4,950	8/4/2025	8/12/2025	9/11/2025	12/8/2025	4,950	0	WRF: R&M 701-03000	Davis Power Paul Davis	
17	Project #2026-02 General Water Reclamation Facility-Installation Projects (JM, KL) CANCELED	CANCELED	5/31/2026	TBD	8/13/2025	CANCELED 9/26/2025			0	0	WRF: R&M 701-03000	TBD	
18	EMERGENCY REPAIR Final Clarifier #3 (KL, JM)	0%	6/30/2026	493,985	Equip: 11/7/2025 Install:	Equip: 12/1/2025 Install:			0	493,985	WRF: R&M 701-03000	TBD	
19	Pretreatment Program Update (following NPDES permit issuance) (AM)	10%	4/29/2026	24,500	Prof Svcs	6/4/2025	7/1/2025		1,000	23,500	Pretreat: 801-02430 501-02440	Goldie Assoc Sonya Harrison	
20	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)	94%	SUB: 1/29/26 FIN: 2/28/26	140,000	RFB #2023-05	4/29/2024	2/3/2025		100,000	40,000	O&M CIP: Con Sys 1401-06071	GMC Daniel Mosher	
21	Coneross & Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)	5%	2/28/2026	45,500	Prof Svcs	10/29/2025	11/19/2025		0	45,500	Con Sys: Prof Svcs 601-02430	KCI Steve Barbian	
22	Employee Engagement Survey, Staff Development, and Compensation/Benefits Study (CE)	20%	5/1/2026	8,795	Prof Svcs	8/27/2025	9/16/2025		0	8,795	Admin Services 501-02420	FGP Carrie Cavanaugh	
23	Bypass Plan Development for Gate Replacement (KL)	25%	12/12/2025	6,350	Prof Svcs	10/27/2025	11/10/2025		0	6,350	WRF: Prof Svcs 701-02430	Goldie Assoc Paul Lewis	
24	Standard Operating Procedures for Duck Pond PS per SCDES Requirements (KL, MM)	75%	1/14/2026	2,650	Prof Svcs	10/21/2025	11/12/2025		1,006	1,644	Con Sys: Prof Svcs 601-02430	Goldie Assoc Paul Lewis	
TOTAL AWARDED				1,051,202	TOTAL FUNDS OBLIGATED/ACTUAL TO DATE:				200,883	855,990	REMAINING		

FY2026 O&M FUND PROJECTS

CONSENT ORDER ENGINEERING AND OPERATIONS AND MAINTENANCE TASKS

12/16/2025 17:02

Row #	FY 2026 O&M Project (Project # (if applicable); PM) CANNOT CARRY OVER TO NEXT FISCAL YEAR WITHOUT BUDGET APPROVAL	Notes
1	Consent Order 21-025-W Project: Biannual Compliance Report (CE)	DUE TO SCDES EVERY SIX MONTHS. 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. COMPLETE. Next report due 5/10/2026.
2	Agency Reconstitution (Sewer Feasibility Implementation) (Board, Others)	See "Agency Reconstitution" sheet to track progress.
3	Completion of Development Guide (AM)	8/5: A McCullough reviewing approx 15 dates. 8/13: Have received 22 draft documents from AM for consideration.
4	Development Policy Revision (CE)	
5	Indefinite Delivery Contract for Engineering Services (CE)	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. 12/18: On O&P agenda for consideration.
6	Arc Flash 70E Assessment of WRF, PSs, and Other Facilities (AM)	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. 12/3: Labeling complete, all that remains is
7	CMMS & Financial Software System Upgrade (CE)	10/27: Received SSA revision from KCI, forwarded to Bryan Kelley for review. 11/18: Executed Trimble portion of agreement. 12/1: Received approval from B Kelley. Signed agreement with KCI. 12/16: Kickoff meeting held.
8	Comprehensive Sewer Management Plan <i>Project #2026-04 (KL)</i>	10/29: Reviewing available info and will schedule a kickoff meeting soon. 12/12: Kickoff meeting scheduled for 12/17.
9	Evaluate Perkins PS & Coneross PS Pumps to Determine Repair vs. Replace (KL, EP)	Waiting on IDC.
10	Field Data Collection for Hydraulic Model Verification (KL)	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. 12/16: Installed two flow meters (were waiting on bands). Still need to gather a pretty good bit of data from Seneca part of system and will need to send to H Ribelin to verify.
11	Coneross PS Rotating Assembly for Pumps #4 & #5 (EP)	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. THIS WILL GO BACK TO EVALUATION OF PERKINS PS & CONERROSS PS PUMPS TO DETERMINE
12	Martin PS Motor Base Restraint System (#2 of 3) (EP)	7/14: KL has ordered this so it can be built. 10/21: Still being built. 12/16: E Partain checked on completion and it will probably be after first of year.
13	Martin PS Aeration Motor Install (crane needed) (EP)	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. 12/1: Approved 3 quotes. 12/16: Everything has been purchased. Need to rent crane and scissor lift.
14	NPDES Permit Renewal, Including PAA Installation and Operation (JM, KL) Aluminum and Mercury Sampling Plan Development and Implementation for new NPDES Permit (KL, JM)	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. NPDES COMPLETE. Sampling Plan \$3,200 and Implementation \$5,655. 11/14: Received draft AI and Hg plans from S Harrison. Asked KL and AM if they approve or if they have questions. 11/18: AM sent letters to the industries after being provided a template from S Harrison. 12/15: Approved sampling/analysis proposal, Goldied sending aluminum sample bottles today.
15	CIP PRIORITY 1A: Portable Generator Connection for WRF (includes engineering) (JM, KL)	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. 12/12: Received 90% drawings to
16	Headworks Flow Pulse and Flow Channel Sensor Install (JM)	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. 12/8: COMPLETE.
17	Project #2026-02 General Water Reclamation Facility Installation Projects (JM, KL) CANCELED	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. 9/26: CANCELED BID DUE TO EMERGENCY REPAIR NEEDED ON FINAL CLARIFIER #3.
18	EMERGENCY REPAIR Final Clarifier #3 (KL, JM)	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. 12/1: Board approved equipment purchase (\$470,462 + 5% contingency)
19	Pretreatment Program Update (following NPDES permit issuance) (AM)	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	Seneca Creek FM Replacement Constr Administration/Inspect (#2023-05; CE)	\$80,000 carryforward from FY2025. Obligated/Spent column includes costs from FY2025. Reimbursable by Fountain Res Prop LLC per agreement. 12/5: No update from GMC on when PTO expected. Emailed D Mosher, others. 10/8: Scheduling tie in for 12/10. Message that D Mosher is out for undetermined time. Need to
21	Coneross & Perkins PS Resiliency Study (address flooding issues for possible FEMA assistance) (CE, JW)	11/19: Held project kickoff meeting. 12/17: Scheduled drawdown test for both pump stations.
22	Employee Engagement Survey, Staff Development, and Compensation/Benefits Study (CE)	
23	Bypass Plan Development for Gate Replacement (KL)	12/16: All data collected, now putting together plan.
24	Standard Operating Procedures for Duck Pond PS per SCDES Requirements (KL, MM)	Will be invoiced for this and the two I-85 PSs together. To determine how much each will be for coding, use this formula for Duck Pond: Invoice Amount x 33.54%. 11/12: Began work. 12/12: Received SOPs, will begin review and provide feedback to engineer.

FY2026 RECONSTITUTION TASKS

TASKS MAY CARRY ACROSS BUDGET YEARS

12/16/2025 17:02

Row #	Agency Reconstitution Tasks as Stated in the OJRSA Reorganization Recommendations Accepted by OJRSA Board on July 15, 2025	Target Date [^] (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. COMPLETE.
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. COMPLETE.
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. DUE TO SCRIA EVERY THREE MONTHS. Reports submitted: 10/13/2025. Next report due 01/14/2026.
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	
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
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 rate consultant 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. 12/11: Facilitators presented draft considerations.
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%	Facilitators	12/11/2025		12/11/2025: K Amidon Presented Communication Memo #1 to committee.
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%				

[^] 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

12/16/2025 17:03

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	95%	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		93%	10/31/2024	0	480,850	480,850	Inherited from Oconee Co	5/4/2023	5/4/2023		444,190	36,660	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	40%	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		312,972	127,328	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	41%	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	584,500	N/A	9/15/2023	10/3/2023		475,756	108,744	PROJ & CONT 1501-09009	Ardurra Priya Verravalli
	Manhole Resiliency Plan: Project 1c SCIIP MATCH		5%	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		83%	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			23,625	7,875	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
H	Standard Operating Procedures for Welcome Center PS, Broomway PS per SCDES Requirements (KL)	N/A	75%	1/14/2026	0	5,250	5,250	Prof Svcs	10/21/2025	11/12/2025		1,994	3,256	RO&M: Prof Svcs 1301-02430	Goldie Assoc Paul Lewis
					1,284,800	8,283,569	9,499,556	TOTAL RESTRICTED FUNDS OBLIGATED/ACTUAL TO DATE:				1,481,012	8,018,545	REMAINING	

FY2026 RESTRICTED FUND PROJECTS

PROJECTS MAY CARRY ACROSS BUDGET YEARS

12/16/2025 17:03

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. 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 SCIIP. 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. 12/3: Received Addendum #1 Life Cycle Cost Analysis for stream crossing options. 12/8: Sent email to Greg Shelton to schedule discussion about culvert v. bridge option. 12/11: T Dupree emailed saying they will update the record drawings to include service to Yoders.
	Engineering and Inspection Services COUNTY FUNDED	
	Construction EDA/RIA/COUNTY FUNDED	
	Engineering for Creek Stabilization & Welcome Center Waterline	
B	Exit 4/Oconee Manufacturing Park ("Sewer South Phase III") PS/Sewer ENGINEERING (CE)	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. 12/5: Received draft letter from T&H. 12/8: Sent letter to SCDOT via P Shirley.
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. 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.
	Design, Construction Admin, and Inspection SCIIP MATCH	
	Construction SCIIP GRANT	
D	Consent Order Gravity Sewer Rehab Project (SSES/Inspection: 2023) See below (CE, KL)	PO/Contract Amount includes \$700,000 owner contingency 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 sampling will be required that will extend the substantial completion date beyond 11/11. 11/24: Project should be complete by 12/12. Waiting on 3rd batch of test results for CIPP. 5 crews currently working on manholes. 12/8: Still on schedule to finish MHs by Friday. Have CCTV crews doing post video work. Videoing the line segment for final determination on area for replacement. 12/12: Provided an updated letter to SCEMD for the grant. 12/15: All MH work to be completed today except for the one where the cone needs replacing. Dig/replace section on Armstrong Rd being removed from contract. ACC will perform the failed liner repair and excavation next week, if possible. They will also perform MH cone repair. Post CCTV inspection is progressing, hope to complete by end of week. One section on Freeman needs to be relined due to thickness issue and will need to be cut out before repaired--material has been procured. James mentioned OJRSA closed 12/24-26 and 1/1/2026, so no work to be done those days.
	Engineering SCIIP MATCH	
	Manhole Resiliency Plan: Project 1c SCIIP MATCH	
	Construction/Rehabilitation SCIIP 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. 11/25: Provided comments to eng. 12/5: Received final report, however, OJRSA staff still have questions. Scheduled meeting with eng for 12/8. 12/16: J Lyon needs to speak with Rebecca Turner on
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.
H	Standard Operating Procedures for Welcome Center PS, Broomway PS per SCDES Requirements (KL,	Will be invoiced for this and the Duck Pond PS together. <u>To determine how much each will be for coding, use this formula for Duck Pond: Invoice Amount x 66.46%</u> 11/12: Began work. 12/12: Received SOPs, will begin review and provide feedback to engineer.



Piedmont Municipal Power Agency

BOARD PACK

for

PMPA Board Meeting

Thursday, December 18, 2025

10:00 AM (EST)

Held at:

PMPA Office

121 Village Drive, Greer, SC 29651

INDEX

Cover Page

Index

Agenda

Attached Documents:

2.1 a	Minutes : PMPA Board Meeting - 20 Nov 2025.....	6
3.1 a	November 2025 Financial Board Mailing.pdf.....	10
4.1 a	Rating_Action-Moodys-Ratings-affirms-A3-04Dec2025-PR_909366561.pdf.....	16
4.2 a	2025_11_Demand Response Report.pdf.....	21
4.2 b	2025_11_Energy Report.pdf.....	22
4.3 a	Catawba Report December 11, 2025.pdf.....	23
5.1 a	2026 Operating Budget Board Version.pdf.....	24
5.2 a	5.2 - Discussion.pdf.....	37
5.2 b	PMPA Resolution 25-02 Authorizing Operating Fund.pdf.....	38
5.4 a	Proposed 2026 Board Meeting Dates.pdf.....	39

AGENDA

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, December 18, 2025
Time:	10:00 AM to 2:00 PM (EST)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651 https://pmpa.zoom.us/j/89007154287?pwd=8ecASB0Mha5gXLqmFXzOQ9mcApeare.1
Board Members:	Blake Stone, Andy Sevic (Chair), Mike Richard, Mike Clary, Mayor Randy Randall, Joey Meadors, Eric Goodwin, David Dorman, Steve Bratton, Marc Regier, John Young, Keith Wood, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, David Vehaun, Joe Nichols, Lance Davis, Kevin Bronson, Mayor Brian Ramey
Attendees:	Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell, Joel Ledbetter, JulieAnne London, Mike Frazier, Dennis Cameron, Tracy Quinn, Lynn Price, Kenny Bradley, Will Blanton, Robby Townsend, Rion Foley, Gary Brunault

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:

2.1.a	Minutes : PMPA Board Meeting - 20 Nov 2025	6
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2.2 Approval November 20, 2025 Board Meeting Minutes

3. Acceptance of Financial Report

3.1 November 2025 Finance Report

Supporting Documents:

3.1.a	November 2025 Financial Board Mailing.pdf	10
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4. Reports

4.1 Finance

Supporting Documents:

4.1.a	Rating_Action-Moodys-Ratings-affirms-A3-04Dec2025-PR_909366561.pdf	16
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4.2 Engineering

Supporting Documents:

4.2.a	2025_11_Demand Response Report.pdf	21
4.2.b	2025_11_Energy Report.pdf	22

4.3 Catawba

Supporting Documents:

4.3.a	Catawba Report December 11, 2025.pdf	23
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4.4 Management

5. Action Item

5.1 Approval of 2026 Operating Budget

For Decision

Supporting Documents:

5.1.a	2026 Operating Budget Board Version.pdf	24
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5.2 Resolution 2025-02 to Utilize Operating Fund and Fuel Account

For Decision

Supporting Documents:

5.2.a	5.2 - Discussion.pdf	37
5.2.b	PMPA Resolution 25-02 Authorizing Operating Fund.pdf	38

5.3 Approval to Cancel LEC Large Power Service Agreement

For Decision

5.4 Approve Meeting Dates for 2026 Board Meetings

For Decision

Supporting Documents:

5.4.a	Proposed 2026 Board Meeting Dates.pdf	39
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6. Executive Session

6.1 Vote to enter into Executive Session

6.2 Discussion of Matters Pertaining to Contractual Negotiations

6.3 Vote to return to Regular Session

7. Participant Discussion

7.1 Appointment of Nominating Committee for 2026 Officers and Committees

For Decision

8. Adjourn

8.1 Adjourn

Next meeting: No date for the next meeting has been set.

MINUTES (in Review)

PMPA BOARD MEETING



Name:	Piedmont Municipal Power Agency
Date:	Thursday, November 20, 2025
Time:	10:00 AM to 11:31 AM (EST)
Location:	PMPA Office, 121 Village Drive, Greer, SC 29651
Board Members:	Andy Sevic (Chair), Mike Clary, Mayor Randy Randall, Joey Meadors, Eric Goodwin, David Dorman, Steve Bratton, Marc Regier, John Young, Keith Wood, Mayor Foster Senn, Jason Taylor, Jimmy Bagley, David Vehaun, Joe Nichols, Lance Davis, Kevin Bronson, Mayor Brian Ramey
Attendees:	Joel Ledbetter, JulieAnne London, Mike Frazier, Dennis Cameron, Tracy Quinn, Lynn Price, Kenny Bradley, Will Blanton, Robby Townsend, Rion Foley, Gary Brunault
Apologies:	Blake Stone, Mike Richard, Angie Hoover, Brandon Audet, Cindy Frierson, Dedra Howell
Guests:	Tim Baker, Mark White, and Andrea Kelley
Notes:	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 Sep 18, 2025, the minutes were confirmed as presented.

2.2 Approval September 18, 2025 Board Meeting Minutes



Approval September 18, 2025 Board Meeting Minutes

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

Decision Date: Nov 20, 2025
Mover: John Young
Seconded: Mayor Foster Senn
Outcome: Approved

2.3 Approval October 29-31, 2025 Planning Meeting Minutes



Approval October 29-31, 2025 Planning Meeting Minutes

Approved unanimously.

10 Supported
 0 Opposed
 0 Abstained

Decision Date: Nov 20, 2025
Mover: David Dorman
Seconded: Mayor Randy Randall
Outcome: Approved

3. Acceptance of Financial Report

3.1 September and October 2025



September and October 2025

Approved unanimously.

10 Supported
 0 Opposed
 0 Abstained

Decision Date: Nov 20, 2025
Mover: John Young
Seconded: Kevin Bronson
Outcome: Approved

4. Reports

4.1 Engineering

Mr. Frazier reviewed the standard engineering reports for September and October that were included in the Board Pack.

Mr. Frazier discussed several Duke Transmission System Impact Studies; one for Gaffney, and two for Rock Hill.

Mr. Frazier also discussed Duke Energy's new large load questionnaire.

4.2 Catawba

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

4.3 Management

Mr. Ledbetter reviewed several items including a guide to 2026 Federal appropriations requests, the 2026 APPA Legislative Rally, and the 2026 PMPA/Public Power Cities Legislative Breakfast.

5. Action Item

5.1 Consideration of 2026 G&A Budget



Consideration of 2026 G&A Budget

Motion was made to approve the 2026 G&A Budget as presented.

Jimmy Bagley made a motion to amend the original motion to approve the G&A budget with the removal of Board Reimbursements, reducing the proposed budget by 11%. Motion was seconded by Marc Regier. Motion failed by a vote of 2 supporting and 8 opposing, with Rock Hill and Greer supporting.

The original motion to approved the budget as submitted passed by a vote of 8 supporting and 2 opposing. Rock Hill and Greer opposed.

8 Supported

2 Opposed

0 Abstained

Decision Date: Nov 20, 2025
Mover: John Young
Seconded: Kevin Bronson
Outcome: Approved

6. Executive Session

6.1 Vote to enter into Executive Session



Vote to enter into Executive Session

Approved unanimously.

10 Supported

0 Opposed

0 Abstained

Decision Date: Nov 20, 2025
Mover: Mayor Foster Senn
Seconded: Joe Nichols
Outcome: Approved

6.2 Discussion of Matters Pertaining to Contractual Negotiations

6.3 Vote to return to Regular Session



Vote to return to Regular Session

10 Supported

0 Opposed

0 Abstained

Decision Date: Nov 20, 2025
Mover: David Dorman
Seconded: Marc Regier
Outcome: Approved

7. Participant Discussion

7.1 Agenda Item for December 2025 Meeting

Jimmy Bagley requested that an item be placed on the agenda for the December 2025 Board meeting to discuss whether PMPA needs independent counsel to discuss the Private Letter Ruling request for the 2024A Bond Issue and discuss possible options.

8. Adjourn

8.1 Adjourn

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

A motion was made by Mr. Young, with a second by Mayor Senn, to adjourn the meeting.

Signature: _____

Date: _____

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

	<u>LAST MONTH</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>THIS MONTH</u>
ASSETS				
CURRENT UNRESTRICTED ASSETS:				
Cash And Markable Debt Securities (W/C)	\$79,001	\$746	\$0	\$79,747
Revenue Fund Valuation	(1)	0	0	(1)
Fuel	(8,176)	1,980	0	(6,196)
Participants Accounts Receivable (W/C)	16,850	1,406	0	18,256
Other Accounts Receivable (W/C)	532	667	0	1,199
Materials & Supplies	21,325	0	162	21,163
TOTAL CURRENT UNRESTRICTED ASSETS	109,532	4,637	0	114,169
CURRENT RESTRICTED ASSETS:				
Debt Service	62,855	7,195	0	70,051
Debt Service Reserve	46,187	0	0	46,187
Reserve and Contingency	8,639	0	726	7,913
Decommissioning	145,438	633	0	146,071
Supplemental Power Reserve	1,600	0	0	1,600
Restricted Funds Valuation	1,124	0	0	1,124
TOTAL CURRENT RESTRICTED ASSETS	265,844	7,103	0	272,946
TOTAL CURRENT ASSETS	375,376	11,739	0	387,115
CAPITAL ASSETS, NET:				
Generation	353,952	0	744	353,207
Transmission	3,996	0	11	3,985
LDMS/SCADA	404	16	0	420
General	469	0	9	460
Nuclear Fuel - In Stock And Progress	26,283	0	775	25,508
Nuclear Fuel - In Reactor	26,104	0	1,205	24,900
Construction In Progress	28,256	2,648	0	30,904
TOTAL CAPITAL ASSETS, NET	439,464	0	81	439,383
OTHER NON CURRENT ASSETS:				
Net Costs Recoverable From Future Participants Billings	190,837	0	4,058	186,780
Participant Settlement Receivable	45,400	0	0	45,400
TOTAL NON CURRENT ASSETS	675,702	0	4,139	671,563
TOTAL ASSETS	\$1,051,078	\$7,600	\$0	\$1,058,678
DEFERRED OUTFLOWS:				
Asset Retirement Obligation	\$36,105	\$0	\$79	\$36,026
Redemption Losses, Net	3,684	0	54	3,630
Losses On Advanced Refunding Of Debt, Net	3,895	0	81	3,814
TOTAL DEFERRED OUTFLOWS	\$43,684	\$0	\$214	\$43,470

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

	<u>LAST MONTH</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>THIS MONTH</u>
<u>LIABILITIES</u>				
CURRENT LIABILITIES:				
Accounts Payable - General (WC)	\$0	\$70	\$0	\$70
Accounts Payable - Duke (WC)	977	8	0	986
Accounts Payable - Other (WC)	737	0	322	415
Accrued Expenses - Vacation (W/C)	88	0	0	88
Accrued Expenses - Sick (W/C)	178	0	0	178
Accrued Expenses - Property Taxes (W/C)	8,436	544	0	8,980
TOTAL CURRENT LIABILITIES	10,417	300	0	10,717
CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS:				
Accrued Interest Payable	193,576	2,811	0	196,386
TOTAL CURRENT LIABILITIES	203,993	3,111	0	207,104
LONG-TERM LIABILITIES:				
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	31,585	0	553	31,033
CAB	80,330	0	0	80,330
Asset Retirement Obligation	187,615	495	0	188,109
Participant Interest Payable (W/C)	176	8	0	184
Other Postemployment Benefits	1,724	0	0	1,724
TOTAL LONG-TERM LIABILITIES	689,748	0	49	689,699
TOTAL LIABILITIES	\$893,741	\$3,061	\$0	\$896,803
DEFERRED INFLOWS:				
Postemployment Benefits	\$216	\$0	\$0	\$216
NET POSITION				
Net Investments In Capital Assets	(\$4,860)	\$336	\$0	(\$4,524)
Restricted For Other	1,600	0	0	1,600
Unrestricted	204,065	3,989	0	208,053
TOTAL NET POSITION	\$200,804	\$4,325	\$0	\$205,129
<u>INFORMATIONAL PURPOSES:</u>				
Working Capital	\$85,790	\$2,511	\$0	\$88,301

PIEDMONT MUNICIPAL POWER AGENCY
FINANCIAL SUMMARY
AS OF NOVEMBER 30, 2025

MAJOR DEVIATIONS FROM THE BUDGET WERE:

(In Millions)	NOVEMBER VARIANCES		
	\$	%	Comments
Working Capital	\$1.80	254.8%	
Participant Power Sales	(\$0.09)	-0.5%	
Surplus Sales	\$0.87	98.4%	Higher energy sales and pricing received for sales than budgeted
Miscellaneous Income/Expense	\$0.07	10.5%	Lower than budgeted Duke fees
Interest Income	\$0.09	9.3%	Primarily higher than budgeted yields in the DCOM and DSR funds
Catawba Project Costs	\$0.16	2.6%	
Supplemental Power Costs	\$0.27	8.9%	Favorable LEC annual true-up adjustment \$0.6, offset by higher transmission (\$0.2) and Santee Capacity (\$0.1) costs than budgeted
Catawba Capital Additions	(\$1.35)	-102.9%	Higher than budgeted expenses due to timing of expenses
PMPA Capital Additions	\$0.20	95.3%	Timing of Laurens Transmission line project
Other	\$1.58	22.2%	Favorable Duke Inventory adjustment, coupled with favorable R&C transfer due to timing of Cap Adds

(In Millions)	YEAR-TO-DATE VARIANCES		
	\$	%	Comments
Working Capital	\$7.97	476.6%	
Participant Power Sales	\$1.54	0.8%	
Surplus Sales	\$2.47	39.8%	Higher energy sales and pricing received for sales than budgeted
Miscellaneous Income/Expense	(\$0.44)	-5.0%	2024 Duke Annual True-up Adjustment, primarily related the Duke Energy Plaza HQ, partially offset by lower than budgeted Duke fees
Interest Income	\$0.09	1.0%	
Catawba Project Costs	\$4.17	5.8%	Lower than budgeted O&M costs & year-end Duke benefits, insurance, and G&A true-up
Supplemental Power Costs	(\$1.72)	-3.8%	
Catawba Capital Additions	(\$0.12)	-0.7%	
PMPA Capital Additions	\$1.84	67.4%	Primarily timing of Laurens Transmission line project
Other	\$0.14	0.2%	

Favorable >5%
Near Budget +/- 5%
Unfavorable < 5%

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION
AS Of NOVEMBER 30, 2025
(DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
CATAWBA PROJECT:							
CATAWBA POWER SALES							
Participant	\$14,851	\$14,437	\$414	\$159,871	\$158,108	\$1,763	1.1%
Duke-Exchange Energy	1,028	984	44	10,417	10,276	141	1.4%
Other-Surplus	1,758	886	872	8,685	6,214	2,471	39.8%
TOTAL	17,636	16,307	1,329	178,973	174,598	4,375	2.5%
CATAWBA POWER COSTS							
Operations & Maintenance	2,195	2,081	114	22,618	25,468	(2,850)	(11.2%)
Fuel Amort(Fuel Acct Deposit)	1,205	1,194	11	12,366	12,698	(332)	(2.6%)
Purch Power-Duke-McGuire Cap	20	20	0	224	225	(1)	(0.5%)
-McGuire Energy	1,055	1,058	(3)	10,785	10,915	(130)	(1.2%)
Customer Acct and G&A-Duke	768	758	10	8,362	8,342	20	0.2%
Customer Acct and G&A-Agency	288	280	8	3,938	4,458	(520)	(11.7%)
Property Tax Equivalent	540	834	(294)	8,890	9,179	(289)	(3.2%)
Tax Other-Duke	97	105	(8)	1,089	1,159	(70)	(6.1%)
TOTAL	6,168	6,330	(162)	68,271	72,444	(4,173)	(5.8%)
FUNDS AVAILABLE FROM OPERATIONS	11,468	9,977	1,491	110,702	102,154	8,548	8.4%
INTEREST INCOME	1,053	963	90	9,403	9,314	89	1.0%
MISCELLANEOUS INCOME(EXPENSE)	(606)	(677)	71	(9,172)	(8,733)	(439)	5.0%
FUNDS AVAILABLE FOR CAPITAL NEEDS	11,915	10,263	1,652	110,933	102,735	8,198	8.0%
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	2,666	1,314	1,352	18,047	17,923	124	0.7%
Fuel	(775)	567	(1,342)	14,554	22,508	(7,954)	(35.3%)
DEPOSITS							
Debt Service-Principal	2,255	2,255	0	24,809	24,808	1	0.0%
-Interest	4,738	4,738	0	51,814	51,813	1	0.0%
Reserve & Contingency	1,940	1,940	0	21,341	21,340	1	0.0%
Decommissioning	633	582	51	6,261	6,277	(16)	(0.3%)
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	2,666	1,314	1,352	18,047	17,923	124	0.7%
Fuel	(775)	567	(1,342)	14,554	22,508	(7,954)	(35.3%)
Inventory	(162)	40	(202)	411	169	242	143.3%
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	2,511	708	1,803	6,296	(1,672)	7,968	(476.6%)
Supplemental Working Capital	0	0	0	0	0	0	0.0%
WORKING CAP INCREASE(DECREASE)	\$2,511	\$708	\$1,803	\$6,296	(\$1,672)	\$7,968	(476.6%)

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF REVENUE & EXPENSE PER THE BOND RESOLUTION
AS Of NOVEMBER 30, 2025
(DOLLARS IN THOUSANDS)

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGET	OVER(UNDER)	ACTUAL	BUDGET	OVER(UNDER)	%
SUPPLEMENTAL:							
SUPPLEMENTAL POWER SALES							
Participants-Supplemental Power	2,621	3,128	(507)	46,317	46,543	(226)	(0.5%)
-Leased Facilities	26	28	(2)	290	310	(20)	(6.4%)
-Other	136	97	39	1,248	1,172	76	6.5%
TOTAL	2,783	3,253	(470)	47,855	48,025	(170)	(0.4%)
SUPPLEMENTAL POWER COSTS							
Purch Power-Supp Capacity	961	839	122	10,156	9,560	596	6.2%
-Supp Energy	(68)	27	(95)	10,517	10,274	243	2.4%
Purch Power-Participants	426	1,045	(619)	10,968	12,000	(1,032)	(8.6%)
Purch Power-Other	228	179	49	3,302	2,782	520	18.7%
Transmission	1,049	824	225	10,332	8,761	1,571	17.9%
Transmission-Agency	0	4	(4)	24	45	(21)	(46.9%)
Leased Facilities-Duke	37	38	(1)	400	415	(15)	(3.5%)
Meter-Agency	56	1	55	151	136	15	11.0%
Customer Acct and G&A-Duke	0	0	0	0	0	0	0.0%
Customer Acct and G&A-Agency	77	75	2	1,047	1,198	(151)	(12.6%)
Property Tax Equivalent	4	8	(4)	90	98	(8)	(7.7%)
TOTAL	2,769	3,040	(271)	46,987	45,269	1,718	3.8%
FUNDS AVAILABLE FROM OPERATIONS	14	213	(199)	868	2,756	(1,888)	(68.5%)
MISCELLANEOUS INCOME(EXPENSE)	198	200	(2)	2,242	2,198	44	2.0%
FUNDS AVAILABLE FOR CAPITAL NEEDS	212	413	(201)	3,110	4,954	(1,844)	(37.2%)
PAYMENTS							
Debt Service-Interest	202	202	0	2,220	2,220	0	0.0%
Capital Additions-Transmission	10	210	(200)	499	2,315	(1,816)	(78.4%)
-LDMSS/SCADA	0	0	0	372	341	31	9.0%
-General	0	1	(1)	19	78	(59)	(75.8%)
WORKING CAP INCREASE(DECREASE)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%

PIEDMONT MUNICIPAL POWER AGENCY
STATEMENT OF G&A EXPENSE
AS OF NOVEMBER 30, 2025

CURRENT MONTH				YEAR TO DATE					
ACTUAL	BUDGET	OVER(UNDER)	%		ACTUAL	BUDGET	OVER(UNDER)	%	% ANNUAL BUDGET
				<u>G&A-OFFICE EXPENSE</u>					
\$138,869	\$138,200	\$669	0.5	Payroll	\$1,547,857	\$1,604,800	(\$56,943)	(3.5)	86.1
6,759	5,500	1,259	22.9	Employer's FICA	107,103	109,500	(2,397)	(2.2)	93.1
19,493	19,200	293	1.5	Medical/Life Insurance	213,134	210,900	2,234	1.1	92.7
12,919	12,700	219	1.7	401A Plan	154,245	152,300	1,945	1.3	93.5
307	100	207	207.0	Subscriptions	2,251	1,600	651	40.7	112.6
35,290	11,900	23,390	196.6	Dues & Memberships	365,324	351,200	14,124	4.0	96.4
1,654	2,100	(446)	(21.2)	Utilities	18,835	23,100	(4,265)	(18.5)	75.3
1,362	1,400	(38)	(2.7)	Telephone	14,495	15,600	(1,105)	(7.1)	85.3
1,837	2,100	(263)	(12.5)	Office Supplies	5,377	23,100	(17,723)	(76.7)	21.5
43	200	(157)	(78.5)	Postage	1,234	1,800	(566)	(31.4)	61.7
0	100	(100)	(100.0)	Printing	859	1,900	(1,041)	(54.8)	43.0
853	1,300	(447)	(34.4)	Board & Staff Expenses	39,390	47,000	(7,610)	(16.2)	69.1
0	300	(300)	(100.0)	Miscellaneous	2,472	2,800	(328)	(11.7)	82.4
571	600	(29)	(4.8)	Equipment Rental	6,243	6,500	(257)	(4.0)	89.2
9,311	2,700	6,611	244.9	Maintenance-Building	79,314	99,500	(20,186)	(20.3)	77.8
16,973	12,200	4,773	39.1	Travel-Conf/Meetings	172,171	287,800	(115,629)	(40.2)	57.4
0	1,100	(1,100)	(100.0)	Travel-Training	21,316	28,900	(7,584)	(26.2)	71.1
2,111	2,900	(789)	(27.2)	Travel-Agency	27,380	33,100	(5,720)	(17.3)	76.1
0	0	0	0.0	Worker's Comp Insurance	4,604	5,000	(396)	(7.9)	92.1
0	0	0	0.0	Property Insurance	11,361	13,000	(1,639)	(12.6)	87.4
0	0	0	0.0	Liability Insurance	95,589	111,000	(15,411)	(13.9)	86.1
218	100	118	118.0	Bank & Rating Agency Fees	93,691	110,000	(16,309)	(14.8)	85.2
0	0	0	0.0	Annual Report	1,973	3,000	(1,027)	(34.2)	65.8
20,586	7,000	13,586	194.1	Economic Development	345,736	496,100	(150,364)	(30.3)	68.7
9,217	9,400	(183)	(1.9)	Telecommunications	100,967	103,400	(2,433)	(2.4)	89.4
0	500	(500)	(100.0)	Maintenance-Telecom	0	5,500	(5,500)	(100.0)	0.0
6,471	16,400	(9,929)	(60.5)	Computer Hardware/Software	374,228	377,100	(2,872)	(0.8)	92.9
284,844	248,000	36,844	14.9	TOTAL G&A OFFICE EXPENSE	3,807,149	4,225,500	(418,351)	(9.9)	83.5
				<u>G&A-OUTSIDE SERVICES</u>					
33,564	76,300	(42,736)	(56.0)	Legal	678,839	838,800	(159,961)	(19.1)	74.2
46,500	27,500	19,000	69.1	Engineering	226,146	302,500	(76,354)	(25.2)	68.5
0	0	0	0.0	Accounting	70,740	70,000	740	1.1	101.1
0	1,100	(1,100)	(100.0)	Financial	190,754	188,200	2,554	1.4	76.9
0	0	0	0.0	Administrative	8,120	5,000	3,120	62.4	162.4
0	2,500	(2,500)	(100.0)	Technology	3,522	26,600	(23,078)	(86.8)	12.1
80,064	107,400	(27,336)	(25.5)	TOTAL G&A OUTSIDE SERVICES	1,178,121	1,431,100	(252,979)	(17.7)	73.8
\$364,908	\$355,400	\$9,508	2.7	TOTAL OPERATING EXPENSE	\$4,985,270	\$5,656,600	(\$671,330)	(11.9)	80.9
				<u>TRANSMISSION EXPENSE-AGENCY</u>					
\$0	\$4,000	(\$4,000)	(100.0)	Transmission Line Maintenance	\$23,908	\$45,000	(\$21,092)	(46.9)	47.8
56,196	1,000	55,196	5,519.6	Energy Efficiency/DSM	150,941	136,000	14,941	11.0	111.0
\$56,196	\$5,000	\$51,196	1,023.9	TOTAL XMSN EXPENSE	\$174,849	\$181,000	(\$6,151)	(3.4)	94.0

MOODY'S

RATINGS

Rating Action: Moody's Ratings affirms A3 rating on Piedmont Municipal Power Agency, SC's electric revenue bonds; outlook stable

04 Dec 2025

New York, December 04, 2025 -- Moody's Ratings (Moody's) has affirmed the A3 rating on Piedmont Municipal Power Agency, SC's (PMPA) \$420.3 million of outstanding electric revenue bonds rated by us. The outlook is stable.

RATINGS RATIONALE

PMPA's A3 rating recognizes the A-rated weighted average credit quality of its participants and the joint action agency's (JAA's) focus on recovering annual costs fully through rate increases. PMPA has stable financial operations and a very good liquidity profile with days cash on hand typically well above 200 days. We expect these credit attributes to continue.

PMPA has faced some challenges in recent years from a membership perspective but has begun to see some clarity as a lawsuit among PMPA and its members has been settled. Furthermore, seven of the ten members who withdrew from their all-requirements contracts as a result of the legal dispute have since agreed to a renewed Catawba Project Power Sales Agreement and are currently in the drafting stages of new supplemental agreements. The legal dispute added costs to PMPA as current members, Greer Commission of Public Works and the City of Rock Hill received \$55 million. Of this \$55 million, \$45 million has been debt financed to be repaid by the other members, while the remaining \$10 million has already been funded from PMPA's working capital. Even with these additional costs, we believe that PMPA will continue to recover its costs on a timely basis. Also acknowledged in the rating is the concentrated nuclear power mix profile and associated risks, which is mitigated by Catawba and McGuire's strong operating performance and by the system reliability exchange agreement, which reduces single asset concentration risk.

RATING OUTLOOK

The stable outlook is based on continued expectation of full cost recovery from the members and the maintenance of debt service coverage ratios, net of general fund transfers, in excess of 1.0x times. The outlook also incorporates our expectation that liquidity will consistently exceed 200 days cash on hand.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Improvement in participant credit quality and continued clarity on member composition post-2029, along with consistent demonstration of sustained annual full cost recovery with Moody's net revenue debt service coverage ratio consistently in excess of 1.4 times
- Liquidity above 250 days cash on hand on a sustained basis

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Deterioration of participant credit quality
- Failure to implement rate increases to ensure annual costs are fully recovered
- Liquidity below 100 days cash on hand on a sustained basis
- The Catawba plant faces significant additional capital costs and/or an extended forced outage that resulted in

higher PMPA leverage and/or higher rate increases than those already projected

PROFILE

PMPA is a public body and body corporate and politic of the State of South Carolina that was incorporated in 1979. PMPA has ten members, all of which are participants in the Catawba Project. PMPA is required to sell, and each participant is required to purchase from PMPA, such participant's All Requirements Bulk Power Supply. PMPA has a 25% undivided ownership interest in Unit 2 of the Catawba Nuclear Station, which was constructed and is being operated by Duke Energy.

PMPA is governed by a Board of Directors consisting of one representative appointed by each participant.

METHODOLOGY

The principal methodology used in these ratings was US Municipal Joint Action Agencies published in December 2022 and available at <https://ratings.moodys.com/rmc-documents/396803>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

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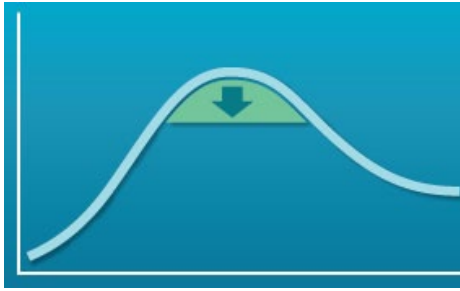
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PMPA Demand Response System Report

To: Board of Directors and Alternates
 From: Mike Frazier *MTF*
 Date: December 10, 2025

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

PMPA Monthly Peak¹: 346.0 MW @ Hour Ending 8:00 a.m. on Nov. 11th

- DOES coincide with the Duke Energy Transmission Peak on Nov. 11th @ Hour Ending 8:00 a.m.
- Monthly Minimum GSP Airport Temperature – 22° F on Nov. 11th

PMPA Total Participant Load³: 364.1 MW @ Hour Ending 8:00 a.m. on Nov. 11th

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.

¹ 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.

² While temperatures did dip down into the low twenties for several days, November temperatures were warmer than normal. The coldest day in November contributed to the PMPA peak on the 11th.

³ 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>
Nov 2025	344	85
Normal	405	
Nov 2024	281	69

ENERGY REPORT

Piedmont Municipal Power Agency

NOVEMBER, 2025

The Energy Authority (Surplus Energy Sold and Gross Revenue)

5,869	MWh	193,085	\$	32.90	\$/ MWh
47,231	MWh - YTD	1,500,002	\$ - YTD	31.76	\$/ MWh - YTD

Duke Energy (Surplus Energy Sold and Gross Revenue)

26,901	MWh	922,159	\$	34.28	\$/ MWh
130,961	MWh-YTD	4,247,915	\$-YTD	32.44	\$/ MWh - YTD

Santee Cooper (Surplus Energy Sold and Gross Revenue)

16,331	MWh	487,213	\$	29.83	\$/ MWh
99,953	MWh-YTD	3,127,318	\$-YTD	31.29	\$/ MWh - YTD

Total Surplus Sales Revenue

1,602,456	\$	31.91	\$/ MWh-YTD
8,875,234	\$ - YTD	278,145.00	MWh-YTD

Generation Imbalance Charge

(140,814)	\$
155,332	\$ - YTD

Deviation Band 1 - +/- 1.5% (\$25,890)	Deviation Band 2 - Between +/-1.5% & 7.5% (\$66,428)	Deviation Band 3 - Greater than +/- 7.5% (\$48,495)
---	---	--

Energy Imbalance Charge

(3,955)	\$
132,287	\$ - YTD

Deviation Band 1 - +/- 1.5% (\$3,661)	Deviation Band 2 - Between +/-1.5% & 7.5% (\$294)	Deviation Band 3 - Greater than +/- 7.5% \$0
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Supplemental Energy Purchased

Santee Cooper	TEA Backstand &	Total	
187	0	187	MWh
165,002	37,169	202,171	MWh - YTD
4,744	0	4,744	\$
8,446,106	2,033,222	10,479,328	\$ - YTD
25.38	---	25.38	\$/ MWh
51.19	54.70	51.83	\$/ MWh - YTD

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

& Includes energy and transmission costs

Catawba and McGuire Report – December 11, 2025

Since the last Board meeting, Catawba Unit 1, Catawba Unit 2, and McGuire Unit 2 have operated continuously without any concerns.

<u>November 2025</u>	<u>Capacity Factor</u>	<u>Generation (MWhs)</u>	<u>PMPA's Entitlement (MWhs)</u>
Catawba 1	102.35%	856,031	53,502
Catawba 2	100.51%	833,358	52,085
McGuire 1	101.29%	845,703	51,291
McGuire 2	101.73%	849,338	51,512

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.

Tonight, December 11, Duke will reduce power on McGuire Unit 1 to 30% (~360MWe). The neutral bushing on Auxiliary Transformer 1ATB was noted to have an elevated oil level, and the decision was made to remove this transformer from service and address the issue. There are 3 additional bushings in this transformer that will also be replaced to prevent future challenges. Duke expects to return the unit 1 back 100% power on December 15th.

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.



MEMO

DATE: December 12, 2025

TO: Board of Directors and Alternates

FROM: JulieAnne London

SUBJECT: 2026 Budget

PMPA's 2026 Operating Budget provides for over \$276 million in revenues and expenses. Funds are provided from the following sources for 2026 (dollars in millions):

	<u>2026</u>	<u>2025</u>	<u>Incr(Decr)</u>
Participant Revenues	\$ 227	\$ 225	\$ 2
Interest Income	11	10	1
Duke Exchange	12	11	1
Surplus Energy Sales	7	7	0
Fund Releases	0	9	(9)
Non-Operating Income	2	2	0
Decrease in Working Capital	<u>17</u>	<u>0</u>	<u>17</u>
Total Sources of Funds	<u>\$ 276</u>	<u>\$ 264</u>	<u>\$ 12</u>

Uses of funds for the 2026 Operating Budget will be distributed as follows (dollars in millions):

	<u>2026</u>	<u>2025</u>	<u>Incr(Decr)</u>
Debt Service	\$ 86	\$ 86	\$ 0
Catawba Power Costs	72	77	(5)
Supplemental Power Costs	56	47	9
Capital Additions	30	26	4
Fuel – Additional Required Deposits	10	0	10
Non-Operating Expenses-Duke Fees	8	9	(1)
Agency G&A	6	6	0
Decommissioning	8	7	1
Increase in Working Capital	<u>0</u>	<u>6</u>	<u>6</u>
Total Uses of Funds	<u>\$ 276</u>	<u>\$ 264</u>	<u>\$ 12</u>

Fund Releases

2025 Fund Releases were \$9 million due to the maturity of several outstanding bond series on January 1, 2025, allowing for the release of the associated debt service reserve funds. Because there are no outstanding bond series maturities on January 1, 2026, there are no 2026 budgeted Fund Releases.

Catawba Power Costs

Catawba Power Costs decreased by \$5 million due to the timing of operations and maintenance expenses associated with the October 2024 refueling outage, which increased the 2025 expenses and had no impact on 2026.

Supplemental Power Costs

Supplemental Power Costs increased by \$9 million due to increased transmission expenses resulting from increased DEC revenue requirements, increased Santee Cooper energy and CT capacity rates, and increased Backstand energy requirements and rates.

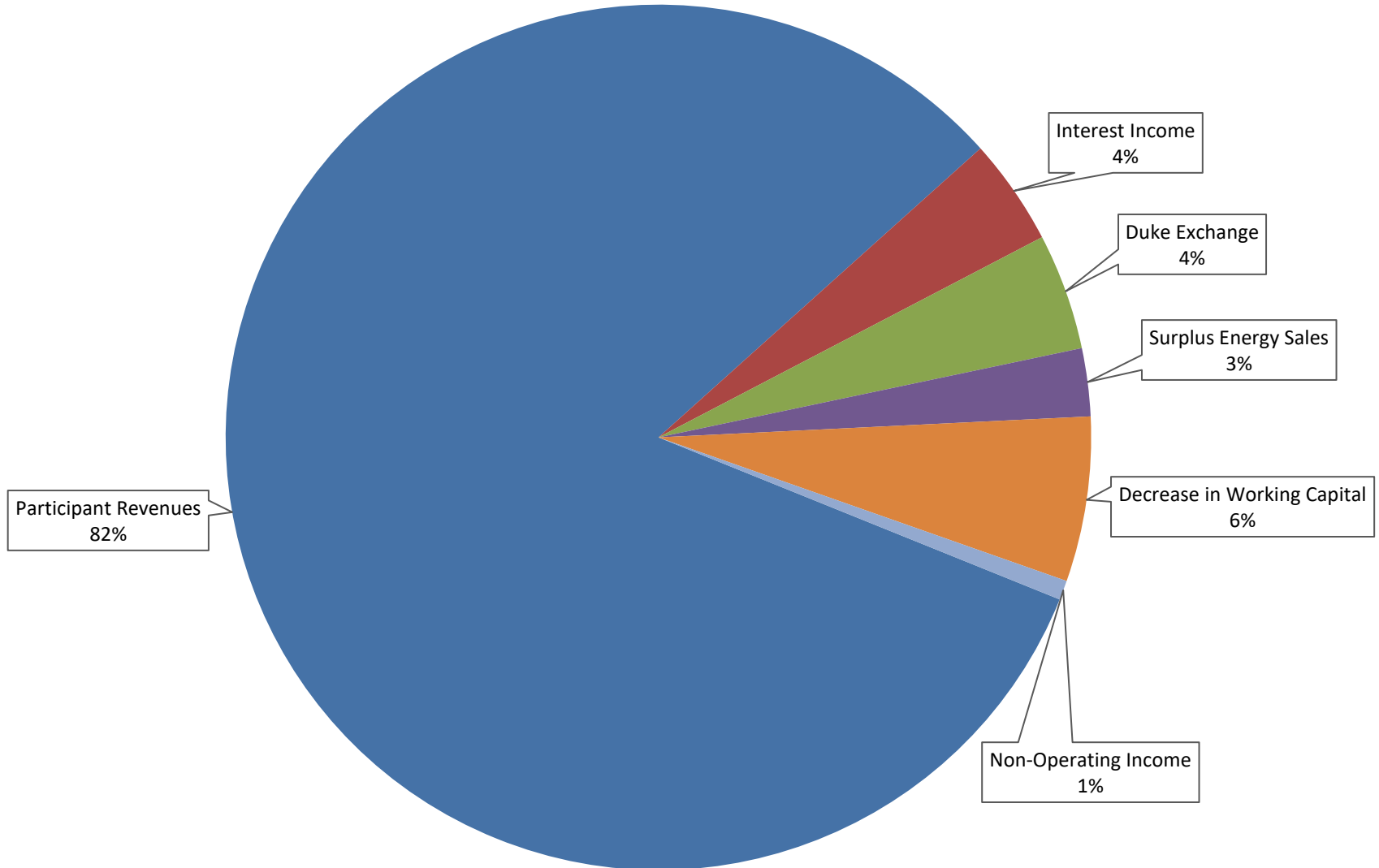
Capital Additions

Capital increased by \$4 million due to timing of Capital Additions at Catawba and the Laurens Transmission line.

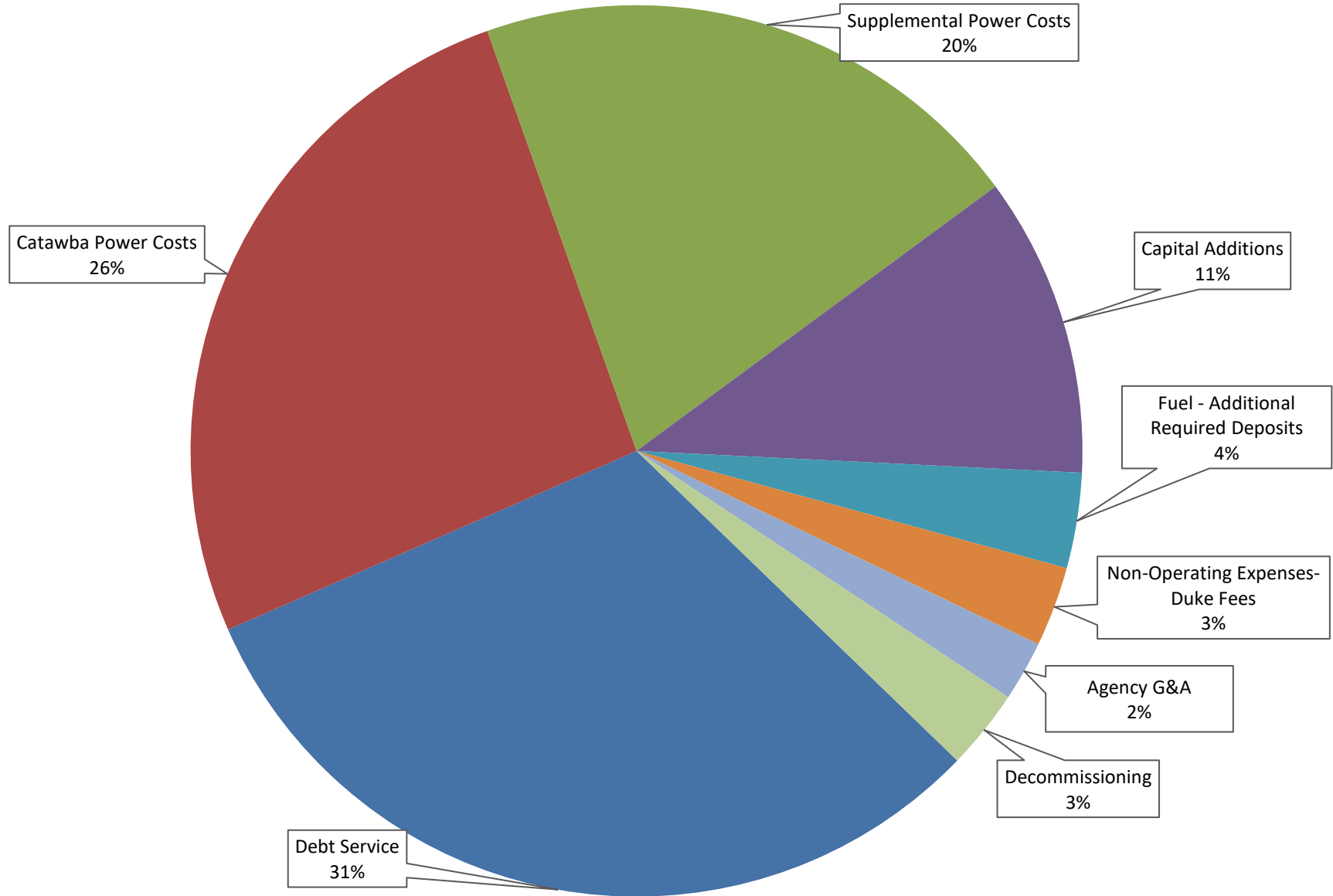
PIEDMONT MUNICIPAL POWER AGENCY
OPERATING BUDGET SUMMARY
2026
(DOLLARS IN THOUSANDS)

	BUDGET		
	2026	2025	INCR(DECR)
FUNDS AVAILABLE			
<u>POWER SALES</u>			
PARTICIPANTS	\$ 226,890	\$ 224,393	\$ 2,497
DUKE EXCHANGE	11,719	11,286	433
SURPLUS	6,665	6,931	(266)
<u>INTEREST INCOME</u>			
DECOMMISSIONING	5,784	4,695	1,089
UNRESTRICTED	5,657	5,634	23
<u>OTHER</u>			
PMPA WORKING CAPITAL DECREASE (INCREASE)	17,219	(5,654)	22,873
DSR RELEASES/SPECIAL TRANSFERS	0	9,175	(9,175)
NON-OPERATING INCOME	2,373	2,397	(24)
TOTAL FUNDS AVAILABLE	\$ 276,307	\$ 258,857	\$ 17,450
FUNDS USED			
POWER COSTS-CATAWBA	\$ 71,702	\$ 77,297	\$ (5,595)
POWER COSTS-SUPPLEMENTAL	56,202	47,160	9,042
AGENCY G&A EXPENSE	6,237	6,158	79
NON-OPERATING EXPENSE	8,417	9,410	(993)
DEBT SERVICE	86,094	85,730	364
DECOMMISSIONING	7,858	6,875	983
FUEL - ADDITIONAL REQUIRED DEPOSITS	9,524	-	9,524
<u>OTHER</u>			
CAPITAL ADDITIONS-GENERATION	25,523	23,281	2,242
CAPITAL ADDITIONS-TRANS/SCADA/DSM	4,665	2,866	1,799
CAPITAL ADDITIONS-GENERAL	85	80	5
TOTAL FUNDS USED	\$ 276,307	\$ 258,857	\$ 17,450

**PIEDMONT MUNICIPAL POWER AGENCY
SOURCES OF FUNDS
2026 OPERATING BUDGET**



**PIEDMONT MUNICIPAL POWER AGENCY
USES OF FUNDS
2026 OPERATING BUDGET**



**PIEDMONT MUNICIPAL POWER AGENCY
CATAWBA OPERATING BUDGET
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
CATAWBA POWER SALES														
PARTICIPANTS	\$ 14,318	\$ 14,056	\$ 13,449	\$ 12,727	\$ 13,391	\$ 13,858	\$ 13,913	\$ 14,073	\$ 12,762	\$ 13,420	\$ 14,048	\$ 14,486	\$ 164,501	\$ 172,959
DUKE EXCHANGE-ENERGY	1,059	967	1,047	987	1,002	984	1,026	1,033	640	904	1,021	1,049	11,719	11,286
SURPLUS	624	627	774	171	582	367	157	186	64	1,393	956	764	6,665	6,931
TOTAL	16,001	15,650	15,270	13,885	14,975	15,209	15,096	15,292	13,466	15,717	16,025	16,299	182,885	191,176
CATAWBA POWER COSTS														
OPERATIONS & MAINTENANCE	2,241	1,629	1,629	1,745	1,745	3,580	3,580	1,745	1,745	1,745	1,745	1,745	24,874	30,573
FUEL AMORTIZATION	1,230	1,111	1,230	948	1,018	1,209	1,249	1,249	1,209	1,249	1,209	1,249	14,160	13,913
PURCHASED POWR-DUKE-MCGUIRE CAP	21	19	21	20	21	20	21	21	20	21	20	20	245	245
PURCHASED POWR-DUKE-MCGUIRE ENERGY	1,073	953	976	685	1,045	1,017	1,003	1,060	1,015	1,044	1,059	1,066	11,996	11,980
CUSTOMER ACCT AND G&A-DUKE	746	746	746	746	746	746	746	746	746	746	746	745	8,951	9,070
CUSTOMER ACCT AND G&A-DUKE-A&B	1	1	2	1	1	2	1	1	2	1	1	2	16	30
CUSTOMER ACCT AND G&A-AGENCY	511	388	346	444	456	435	630	309	282	351	282	414	4,848	4,854
PROPERTY TAX EQUIVALENT-CATAWBA	820	821	820	821	820	821	820	821	820	821	820	821	9,846	9,945
PROPERTY TAX EQUIVALENT-AGENCY	5	5	5	5	5	5	5	5	5	5	5	5	60	67
TAX OTHER-DUKE	112	112	112	112	112	112	112	112	112	112	112	111	1,343	1,265
TOTAL	6,760	5,785	5,887	5,527	5,969	7,947	8,167	6,069	5,956	6,095	5,999	6,178	76,339	81,942
FUNDS AVAILABLE FROM OPERATIONS	9,241	9,865	9,383	8,358	9,006	7,262	6,929	9,223	7,510	9,622	10,026	10,121	106,546	109,234
INTEREST INCOME														
RESTRICTED:														
DECOMMISSIONING UNIT #1	216	199	218	212	218	212	218	217	213	218	213	217	2,571	2,074
DECOMMISSIONING UNIT #2	270	249	272	266	273	266	272	272	265	272	266	270	3,213	2,621
SUB-TOTAL	486	448	490	478	491	478	490	489	478	490	479	487	5,784	4,695
UNRESTRICTED														
DEBT SERVICE-PRINCIPAL	2	10	18	27	35	44	52	60	68	77	85	94	572	530
DEBT SERVICE-INTEREST	2	13	23	34	44	54	2	13	23	34	44	54	340	528
DEBT SERVICE RESERVE-BONDS	119	119	119	119	119	119	119	119	119	119	119	119	1,428	1,233
RESERVE & CONTINGENCY	9	5	4	1	5	7	10	13	16	18	18	15	121	1,164
SUPPLEMENTAL RESERVE	4	4	5	4	4	5	4	4	5	4	4	5	52	69
REVENUE FUND	217	215	255	257	274	278	291	273	265	265	269	285	3,144	2,110
SUB-TOTAL	353	366	424	442	481	507	478	482	496	517	539	572	5,657	5,634
TOTAL	839	814	914	920	972	985	968	971	974	1,007	1,018	1,059	11,441	10,329
NON-OPERATING MISC EXPENSE-DUKE	(700)	(702)	(701)	(702)	(702)	(701)	(702)	(702)	(701)	(702)	(701)	(701)	(8,417)	(9,410)
NON-OPERATING MISC INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FUNDS AVAILABLE FOR CAPITAL NEEDS	\$ 9,380	\$ 9,977	\$ 9,596	\$ 8,576	\$ 9,276	\$ 7,546	\$ 7,195	\$ 9,492	\$ 7,783	\$ 9,927	\$ 10,343	\$ 10,479	\$ 109,570	\$ 110,153

**PIEDMONT MUNICIPAL POWER AGENCY
CATAWBA OPERATING BUDGET
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
FUNDS AVAILABLE FOR CAPITAL NEEDS	\$ 9,380	\$ 9,977	\$ 9,596	\$ 8,576	\$ 9,276	\$ 7,546	\$ 7,195	\$ 9,492	\$ 7,783	\$ 9,927	\$ 10,343	\$ 10,479	\$ 109,570	\$ 110,153
OTHER AVAILABLE FUNDS:														
DEBT SERVICE-PRINCIPAL	27,064	0	0	0	0	0	0	0	0	0	0	0	27,064	66,565
DEBT SERVICE-INTEREST	49,973	0	0	0	0	0	9,087	0	0	0	0	0	59,060	20,254
RESERVE & CONTINGENCY-CAPITAL ADDITIONS	4,240	1,926	1,934	2,196	1,795	1,766	2,150	1,832	1,770	1,770	2,149	1,995	25,523	23,281
BOND PROCEEDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FUEL	3,946	(822)	8,391	(429)	33	33	771	(1,304)	894	2,535	330	9,307	23,685	23,611
SUB-TOTAL	85,223	1,104	10,325	1,767	1,828	1,799	12,008	528	2,664	4,305	2,479	11,302	135,332	133,711
TOTAL AVAILABLE FUNDS	94,603	11,081	19,921	10,343	11,104	9,345	19,203	10,020	10,447	14,232	12,822	21,781	244,902	243,864
DEPOSITS:														
DEBT SERVICE-PRINCIPAL	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,117	3,117	37,397	27,064
DEBT SERVICE-INTEREST	3,908	3,907	3,908	3,907	3,907	3,600	3,908	3,907	3,908	3,907	3,908	3,601	46,276	56,245
RESERVE & CONTINGENCY	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,126	25,523	23,281
FUEL - ADDITIONAL REQUIRED DEPOSITS	2,716		5,227									1,581	9,524	0
DECOMMISSIONING DEPOSITS UNIT #1	86	86	86	86	86	86	86	86	86	86	86	86	1,032	1,074
DECOMMISSIONING DEPOSITS UNIT #2	87	87	87	87	87	86	87	87	87	87	87	86	1,042	1,106
DECOMMISSIONING INTR INCM	486	448	490	478	491	478	490	489	478	490	479	487	5,784	4,695
SUB-TOTAL	12,526	9,771	15,042	9,801	9,814	9,494	9,814	9,812	9,803	9,813	9,804	11,084	126,578	113,465
PAYMENTS:														
DEBT SERVICE-PRINCIPAL	27,064	0	0	0	0	0	0	0	0	0	0	0	27,064	66,565
DEBT SERVICE-INTEREST	49,973	0	0	0	0	0	9,087	0	0	0	0	0	59,060	20,254
DEBT SERVICE-REFUNDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CAPITAL ADDITIONS-GENERATION	4,240	1,926	1,934	2,196	1,795	1,766	2,150	1,832	1,770	1,770	2,149	1,995	25,523	23,281
FUEL	3,946	(822)	8,391	(429)	33	33	771	(1,304)	894	2,535	330	9,307	23,685	23,611
INVENTORY	(229)	40	40	40	40	40	40	40	40	40	40	40	211	209
SUB-TOTAL	84,994	1,144	10,365	1,807	1,868	1,839	12,048	568	2,704	4,345	2,519	11,342	135,543	133,920
TRANSFERS(TO)FROM														
RESERVE & CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DSR RELEASES/SPECIAL TRANFERS	0	0	0	0	0	0	0	0	0	0	0	0	0	9,175
SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	9,175
INCREMENTAL INCREASE(DECREASE) IN WORKING CAPITAL	\$ (2,917)	\$ 166	\$ (5,486)	\$ (1,265)	\$ (578)	\$ (1,988)	\$ (2,659)	\$ (360)	\$ (2,060)	\$ 74	\$ 499	\$ (645)	\$ (17,219)	\$ 5,654

**PIEDMONT MUNICIPAL POWER AGENCY
SUPPLEMENTAL POWER OPERATING BUDGET
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
SUPPLEMENTAL POWER SALES:														
PARTICIPANTS-SUPPLEMENTAL PWR	\$ 4,373	\$ 4,229	\$ 4,398	\$ 4,823	\$ 4,995	\$ 6,149	\$ 7,228	\$ 6,861	\$ 6,226	\$ 3,922	\$ 3,683	\$ 3,827	\$ 60,714	\$ 49,825
-LEASED FACILITIES	26	26	27	26	26	27	26	26	27	26	26	27	316	339
-SEPA TRANSMISSION	96	97	95	96	96	117	116	118	119	122	122	122	1,316	1,227
-OTHER	4	4	3	4	3	4	3	4	3	4	3	4	43	43
TOTAL	4,499	4,356	4,523	4,949	5,120	6,297	7,373	7,009	6,375	4,074	3,834	3,980	62,389	51,434
SUPPLEMENTAL POWER COSTS:														
PURCHASED POWER-SUPP CAPACITY Santee Cooper	1,062	1,062	1,062	1,062	1,062	1,062	1,093	1,009	993	993	993	992	12,445	10,399
-SUPP RESV - Backstand TEA Energy	8	8	377	882	511	8	8	8	1,324	76	8	8	3,226	1,865
-SUPP ENERGY SanteeCooper	227	206	122	118	526	2,277	3,131	2,841	1,008	27	21	156	10,660	8,536
PURCHASED POWER-PARTICIPANTS-LSG	271	272	272	271	272	272	271	271	272	271	271	272	3,258	2,919
PURCHASED POWER-PARTICIPANT-UNION	942	914	852	852	865	930	963	1,026	948	860	859	888	10,899	10,155
PURCHASED POWER-LAURENS COOP	237	326	271	219	251	269	383	420	383	315	228	181	3,483	2,967
TRANSMISSION	1,022	1,015	1,026	978	1,006	910	904	906	885	962	934	922	11,470	9,573
TRANSMISSION-AGENCY	4	4	4	4	4	5	4	4	4	4	4	5	50	50
POWER DELIVERY-DUKE	36	37	38	36	36	38	36	36	37	36	37	37	440	453
POWER DELIVERY-AGENCY	106	1	2	1	28	2	1	1	2	30	1	2	177	136
CUSTOMER ACCT AND G&A-AGENCY	146	111	99	127	131	125	180	88	81	101	81	119	1,389	1,304
PROPERTY TAX EQUIVALENT-XMSN LINES	7	7	7	7	7	7	7	7	7	7	7	7	84	85
PROPERTY TAX EQUIVALENT-AGENCY	1	1	1	1	1	1	1	1	1	1	0	0	10	22
TOTAL	4,069	3,964	4,133	4,558	4,700	5,906	6,982	6,618	5,945	3,683	3,444	3,589	57,591	48,464
NON-OPERATING MISC INCOME/(EXPENSE)	198	198	198	198	198	197	198	198	197	198	198	197	2,373	2,397
FUNDS AVAILABLE FOR CAPITAL NEEDS	628	590	588	589	618	588	589	589	627	589	588	588	7,171	5,367
PAYMENTS:														
DEBT SERVICE-INTEREST 2024A	202	202	202	202	202	201	202	202	201	202	202	201	2,421	2,421
CAPITAL ADDITIONS-TRANSMISSION	385	386	385	386	385	386	385	386	385	386	385	385	4,625	2,525
CAPITAL ADDITIONS-SCADA/DSM	40	0	0	0	0	0	0	0	0	0	0	0	40	341
CAPITAL ADDITIONS-GENERAL	1	2	1	1	31	1	2	1	41	1	1	2	85	80
INCREMENTAL INCREASE(DECREASE)														
IN WORKING CAPITAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

**PIEDMONT MUNICIPAL POWER AGENCY
OPERATING BUDGET
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
REVENUE														
PARTICIPANTS-CATAWBA	\$ 14,318	\$ 14,056	\$ 13,449	\$ 12,727	\$ 13,391	\$ 13,858	\$ 13,913	\$ 14,073	\$ 12,762	\$ 13,420	\$ 14,048	\$ 14,486	\$ 164,501	\$ 172,959
PARTICIPANTS-SUPPLEMENTAL	4,499	4,356	4,523	4,949	5,120	6,297	7,373	7,009	6,375	4,074	3,834	3,980	62,389	51,434
DUKE-CATAWBA	1,059	967	1,047	987	1,002	984	1,026	1,033	640	904	1,021	1,049	11,719	11,286
OTHER-CATAWBA SURPLUS	624	627	774	171	582	367	157	186	64	1,393	956	764	6,665	6,931
TOTAL	<u>20,500</u>	<u>20,006</u>	<u>19,793</u>	<u>18,834</u>	<u>20,095</u>	<u>21,506</u>	<u>22,469</u>	<u>22,301</u>	<u>19,841</u>	<u>19,791</u>	<u>19,859</u>	<u>20,279</u>	<u>245,274</u>	<u>242,610</u>
EXPENSE														
OPERATING EXPENSE-CATAWBA	6,760	5,785	5,887	5,527	5,969	7,947	8,167	6,069	5,956	6,095	5,999	6,178	76,339	81,942
OPERATING EXPENSE-SUPPLEMENTAL	4,069	3,964	4,133	4,558	4,700	5,906	6,982	6,618	5,945	3,683	3,444	3,589	57,591	48,464
DEPRECIATION & AMORTIZATION	1,430	1,430	1,432	1,430	1,430	1,429	1,430	1,430	1,432	1,431	1,432	1,430	17,166	17,303
TOTAL	<u>12,259</u>	<u>11,179</u>	<u>11,452</u>	<u>11,515</u>	<u>12,099</u>	<u>15,282</u>	<u>16,579</u>	<u>14,117</u>	<u>13,333</u>	<u>11,209</u>	<u>10,875</u>	<u>11,197</u>	<u>151,096</u>	<u>147,709</u>
OTHER INCOME AND (EXPENSE)														
INTEREST INCOME	839	814	914	920	972	985	968	971	974	1,007	1,018	1,059	11,441	10,329
MISCELLANEOUS INCOME(EXPENSE)	(502)	(504)	(503)	(504)	(504)	(504)	(504)	(504)	(504)	(504)	(503)	(504)	(6,044)	(7,013)
INTEREST EXPENSE & AMORTIZATION	(2,125)	(2,126)	(2,126)	(2,126)	(2,126)	(1,815)	(2,154)	(2,154)	(2,152)	(2,154)	(2,154)	(1,843)	(25,055)	(27,896)
TOTAL	<u>(1,788)</u>	<u>(1,816)</u>	<u>(1,715)</u>	<u>(1,710)</u>	<u>(1,658)</u>	<u>(1,334)</u>	<u>(1,690)</u>	<u>(1,687)</u>	<u>(1,682)</u>	<u>(1,651)</u>	<u>(1,639)</u>	<u>(1,288)</u>	<u>(19,658)</u>	<u>(24,580)</u>
DEFERRALS (CREDITED)CHARGED	5,101	5,100	5,100	5,100	5,101	5,102	5,072	5,071	5,072	5,072	5,072	5,076	61,039	48,903
NET INCOME(LOSS)	<u>1,352</u>	<u>1,911</u>	<u>1,526</u>	<u>509</u>	<u>1,237</u>	<u>(212)</u>	<u>(872)</u>	<u>1,426</u>	<u>(246)</u>	<u>1,859</u>	<u>2,273</u>	<u>2,718</u>	<u>13,481</u>	<u>21,418</u>
ADD BACK NON-CASH ITEMS:														
DEPRECIATION & AMORTIZATION	1,430	1,430	1,432	1,430	1,430	1,429	1,430	1,430	1,432	1,431	1,432	1,430	17,166	17,303
INTEREST EXPENSE & AMORTIZATION	2,125	2,126	2,126	2,126	2,126	1,815	2,154	2,154	2,152	2,154	2,154	1,843	25,055	27,896
DEFERRALS (CREDITED)CHARGED	5,101	5,100	5,100	5,100	5,101	5,102	5,072	5,071	5,072	5,072	5,072	5,076	61,039	48,903
FUNDS AVAILABLE FROM OPERATIONS	<u>10,008</u>	<u>10,567</u>	<u>10,184</u>	<u>9,165</u>	<u>9,894</u>	<u>8,134</u>	<u>7,784</u>	<u>10,081</u>	<u>8,410</u>	<u>10,516</u>	<u>10,931</u>	<u>11,067</u>	<u>116,741</u>	<u>115,520</u>
OTHER AVAILABLE FUNDS:														
RESERVE & CONTINGENCY-CAPITAL ADDITIONS	4,240	1,926	1,934	2,196	1,795	1,766	2,150	1,832	1,770	1,770	2,149	1,995	25,523	23,281
DEPOSITS MADE TO:														
DEBT SERVICE-PRIN	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,117	3,117	37,397	27,064
DEBT SERVICE-INTR	4,110	4,109	4,110	4,109	4,109	3,801	4,110	4,109	4,109	4,109	4,110	3,802	48,697	58,666
RESERVE & CONTINGENCY	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,127	2,126	25,523	23,281
FUEL - ADDITIONAL REQUIRED DEPOSITS	2,716	0	5,227	0	0	0	0	0	0	0	0	1,581	9,524	0
DECOMMISSIONING	659	621	663	651	664	650	663	662	651	663	652	659	7,858	6,875
PAYMENTS MADE FOR:														
CAPITAL ADDITIONS-GENERATION	4,240	1,926	1,934	2,196	1,795	1,766	2,150	1,832	1,770	1,770	2,149	1,995	25,523	23,281
CAPITAL ADDITIONS-TRANSMISSION	385	386	385	386	385	386	385	386	385	386	385	385	4,625	2,525
CAPITAL ADDITIONS-SCADA/DSM	40	0	0	0	0	0	0	0	0	0	0	0	40	341
CAPITAL ADDITIONS-GENERAL	1	2	1	1	31	1	2	1	41	1	1	2	85	80
INVENTORY	(229)	40	40	40	40	40	40	40	40	40	40	40	211	209
TRANSFER (TO)FROM:														
DSR RELEASES/SPECIAL TRNFERS	0	0	0	0	0	0	0	0	0	0	0	0	0	9,175
INCR(DECR) IN WORKING CAPITAL	<u>\$ (7,583)</u>	<u>\$ (2,148)</u>	<u>\$ (7,806)</u>	<u>\$ (3,848)</u>	<u>\$ (2,789)</u>	<u>\$ (4,141)</u>	<u>\$ (5,196)</u>	<u>\$ (2,579)</u>	<u>\$ (4,256)</u>	<u>\$ (2,083)</u>	<u>\$ (2,036)</u>	<u>\$ (3,027)</u>	<u>\$ (17,219)</u>	<u>\$ 5,654</u>

**PIEDMONT MUNICIPAL POWER AGENCY OPERATING BUDGET
INTEREST EXPENSE AND AMORTIZATION
CATAWBA OPERATING BUDGET
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
<u>INTEREST EXPENSE & AMORTIZATION</u>														
BOND INTEREST-2004A-2 REFD CAB	1,020	1,020	1,020	1,020	1,020	1,020	1,049	1,049	1,049	1,049	1,049	1,048	12,413	14,902
BOND INTEREST-2009B BABS - NET	155	155	155	155	156	(152)	155	155	155	155	155	(150)	1,249	1,249
BOND INTEREST-2015A REFD	114	114	114	114	114	113	114	114	113	114	114	113	1,365	1,666
BOND INTEREST-2021B REFD	374	374	373	374	374	373	374	373	373	374	373	373	4,482	4,482
BOND INTEREST-2021C REFD	377	377	377	377	377	378	377	377	377	377	377	378	4,526	4,526
BOND INTEREST-2021D REFD	293	293	293	293	293	293	293	293	293	293	293	293	3,516	3,656
BOND INTEREST-2024A	202	202	202	202	202	201	202	202	201	202	202	201	2,421	2,421
TOTAL INTEREST EXPENSE	<u>2,535</u>	<u>2,535</u>	<u>2,534</u>	<u>2,535</u>	<u>2,536</u>	<u>2,226</u>	<u>2,564</u>	<u>2,563</u>	<u>2,561</u>	<u>2,564</u>	<u>2,563</u>	<u>2,256</u>	<u>29,972</u>	<u>32,902</u>
<u>DISCOUNTS/PREMIUMS</u>														
BOND DISCOUNT-15A REFD	0	0	1	0	0	1	0	0	1	0	0	1	4	4
BOND PREMIUM -15A REFD	(22)	(22)	(22)	(22)	(22)	(23)	(22)	(22)	(22)	(22)	(22)	(23)	(266)	(358)
BOND PREMIUM -21B REFD	(217)	(217)	(218)	(217)	(217)	(218)	(217)	(217)	(218)	(217)	(217)	(219)	(2,609)	(2,609)
BOND PREMIUM -21C REFD	(163)	(163)	(163)	(163)	(164)	(163)	(163)	(164)	(163)	(164)	(163)	(163)	(1,959)	(1,959)
BOND PREMIUM -21D REFD	(133)	(133)	(132)	(133)	(132)	(133)	(133)	(133)	(132)	(133)	(132)	(133)	(1,592)	(1,707)
TOTAL BOND DISCOUNTS/PREMIUMS	<u>(535)</u>	<u>(535)</u>	<u>(534)</u>	<u>(535)</u>	<u>(535)</u>	<u>(536)</u>	<u>(535)</u>	<u>(536)</u>	<u>(534)</u>	<u>(536)</u>	<u>(534)</u>	<u>(537)</u>	<u>(6,422)</u>	<u>(6,629)</u>
<u>DEFEASANCE LOSS</u>														
DEFEASANCE LOSS-04A REFD	30	30	30	30	30	30	30	30	30	30	30	29	359	459
DEFEASANCE LOSS-04B REFD	42	42	42	42	42	41	42	42	42	42	42	41	502	514
TOTAL DEFEASANCE LOSS	<u>72</u>	<u>72</u>	<u>72</u>	<u>72</u>	<u>72</u>	<u>71</u>	<u>72</u>	<u>72</u>	<u>72</u>	<u>72</u>	<u>72</u>	<u>70</u>	<u>861</u>	<u>973</u>
<u>REDEMPTION LOSS</u>														
REDEMPTION LOSS-21B REFD	24	24	25	24	24	24	24	24	24	24	24	24	289	289
REDEMPTION LOSS-21C REFD	18	18	18	18	18	18	18	19	18	18	18	18	217	217
REDEMPTION LOSS-21D REFD	11	12	11	12	11	12	11	12	11	12	11	12	138	144
TOTAL REDEMPTION LOSS	<u>53</u>	<u>54</u>	<u>54</u>	<u>54</u>	<u>53</u>	<u>54</u>	<u>53</u>	<u>55</u>	<u>53</u>	<u>54</u>	<u>53</u>	<u>54</u>	<u>644</u>	<u>650</u>
TOTAL INTEREST EXP & AMOR	<u>2,125</u> \$	<u>2,126</u> \$	<u>2,126</u> \$	<u>2,126</u> \$	<u>2,126</u> \$	<u>1,815</u> \$	<u>2,154</u> \$	<u>2,154</u> \$	<u>2,152</u> \$	<u>2,154</u> \$	<u>2,154</u> \$	<u>1,843</u> \$	<u>25,055</u>	<u>27,896</u>

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
EXPENSES DEFERRED FROM CURRENT														
INCOME STATEMENT:														
DEPRECIATION GENERATION-BOND	0	0	0	0	0	0	0	0	0	0	0	0	0	3,711
CAB INTEREST EXP-2004A-2 REFD	1,020	1,020	1,020	1,020	1,020	1,020	1,049	1,049	1,049	1,049	1,049	1,048	12,413	14,902
DEBT DISCOUNTS/PREMIUMS	(535)	(535)	(534)	(535)	(535)	(536)	(535)	(536)	(534)	(536)	(534)	(537)	(6,422)	(6,629)
DEFEASANCE LOSS	72	72	72	72	72	71	72	72	72	72	72	70	861	973
REDEMPTION LOSS	53	54	54	54	53	54	53	55	53	54	53	54	644	650
SUBTOTAL	<u>610</u>	<u>611</u>	<u>612</u>	<u>611</u>	<u>610</u>	<u>609</u>	<u>639</u>	<u>640</u>	<u>640</u>	<u>639</u>	<u>640</u>	<u>635</u>	<u>7,496</u>	<u>13,607</u>
PRIOR PERIOD DEFERRALS APPLIED														
BOND PRINCIPAL DEPOSITS	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,116	3,117	3,116	3,117	3,117	37,397	27,064
CAB APPRECIATION BOND INTEREST DEPOSITS	2,595	2,595	2,595	2,595	2,595	2,594	2,595	2,595	2,595	2,595	2,595	2,594	31,138	40,665
EQUITY DEPRECIATION GENR PLANT	0	0	0	0	0	0	0	0	0	0	0	0	0	(5,219)
SUBTOTAL	<u>5,711</u>	<u>5,711</u>	<u>5,712</u>	<u>5,711</u>	<u>5,711</u>	<u>5,711</u>	<u>5,711</u>	<u>5,711</u>	<u>5,712</u>	<u>5,711</u>	<u>5,712</u>	<u>5,711</u>	<u>68,535</u>	<u>62,510</u>
NET DEFERRAL THIS PERIOD	<u>5,101</u>	<u>5,100</u>	<u>5,100</u>	<u>5,100</u>	<u>5,101</u>	<u>5,102</u>	<u>5,072</u>	<u>5,071</u>	<u>5,072</u>	<u>5,072</u>	<u>5,072</u>	<u>5,076</u>	<u>61,039</u>	<u>48,903</u>

**PIEDMONT MUNICIPAL POWER AGENCY
OPERATING BUDGET
FOR DEPRECIATION & AMORTIZATION
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
DEPRECIATION & AMORTIZATION														
ACCRETION-GENR BOND - DCOM - LIABILITY	511 \$	511 \$	511 \$	511 \$	511 \$	510 \$	511 \$	511 \$	511 \$	511 \$	511 \$	510 \$	6,130 \$	6,100
DEPRECIATION-GENR BOND - DCOM - ASSET	79	79	79	79	79	78	79	79	79	79	79	78	946	1,989
DEPRECIATION-GENERATION	808	808	808	808	808	807	808	808	808	808	808	807	9,694	8,930
DEPRECIATION-XMSN EQTY	11	11	12	11	11	11	11	11	12	12	12	12	137	137
DEPRECIATION-DIST EQTY	12	12	12	12	12	13	12	12	12	12	12	13	146	87
DEPRECIATION-GENL EQTY	9	9	10	9	9	10	9	9	10	9	10	10	113	60
TOTAL DEPRECIATION & AMOR	<u>1,430 \$</u>	<u>1,430 \$</u>	<u>1,432 \$</u>	<u>1,430 \$</u>	<u>1,430 \$</u>	<u>1,429 \$</u>	<u>1,430 \$</u>	<u>1,430 \$</u>	<u>1,432 \$</u>	<u>1,431 \$</u>	<u>1,432 \$</u>	<u>1,430 \$</u>	<u>17,166 \$</u>	<u>17,303</u>

**PIEDMONT MUNICIPAL POWER AGENCY
OPERATING BUDGET
PARTICIPANT REVENUES
FOR THE FISCAL YEAR ENDING 12/31/26
(DOLLARS IN THOUSANDS)**

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026 TOTAL	2025 TOTAL
PARTICIPANT POWER SALES															
ALL REQUIREMENTS	\$c	18,614	18,211	17,767	17,468	18,293	19,890	21,017	20,811	18,874	17,256	17,649	18,237	224,087	221,821
ECONOMIC DEVELOPMENT/LOAD RETENTION	c	77	74	80	82	93	117	124	123	114	86	82	76	1,128	963
ED CUSTOMER CHG(REMOVE IN ABOVE \$)	c	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CREDIT	c	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL PARTICIPANT POWER SALES	\$	18,691	18,285	17,847	17,550	18,386	20,007	21,141	20,934	18,988	17,342	17,731	18,313	225,215	222,784

Discussion

As discussed earlier, required payments to Duke for nuclear fuel have exceeded accumulated amounts deposited into PMPA's Fuel Account. A negative balance began in August 2024 and continued to grow to the current negative balance of \$6,196,000 at month-end November 2025.

In preparation for the termination of the Supplemental Power Sales Agreement at the end of years 2028 and 2029, and to better track future working capital and fuel requirements of Participants post SPSA termination, PMPA staff recommend establishing a new bank account.

Article V of the General Bond Resolution authorizes PMPA to establish an Operating Fund, including a Fuel Account (See General Bond Resolution posted on BoardPro). Currently PMPA does not have a separate Operating Fund established but utilizes the Revenue Fund to function as both the Revenue Fund and the Operating Fund, including Fuel Account activity. Balances in the Revenue Fund are tracked and presented monthly on the financial statement of PMPA.

PMPA staff recommends that the Board authorize PMPA to begin utilizing the Operating Fund as described in the General Bond Resolution and to establish a Fuel Account in the Operating Fund, and further authorize staff to establish a new bank account at US Bank to put an Operating Fund into effect.

Adoption of the attached Resolution 2025-02 will authorize this action.

**PIEDMONT MUNICIPAL POWER AGENCY
RESOLUTION 25-02**

**A RESOLUTION AUTHORIZING THE UTILIZATION OF THE OPERATING FUND TO INCLUDE
A FUEL ACCOUNT AND TO OPEN THE NECESSARY BANK ACCOUNTS AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Piedmont Municipal Power Agency ("PMPA") is a public body and body corporate and politic organized and existing under the laws of the State of South Carolina, which provides wholesale electric services to the cities of Abbeville, Clinton, Easley, Gaffney, Greer, Laurens, Newberry, Rock Hill, Union, and Westminster, South Carolina (collectively, the "Participants"); and

WHEREAS, Article V of the General Bond Resolution establishes a Revenue Fund, Operating Fund and other various Funds for the operations of PMPA, and

WHEREAS, PMPA has historically utilized the Revenue Fund, as defined in the General Bond Resolution as both the Revenue Fund and Operating Fund, and

WHEREAS, to prepare for the termination of the Supplemental Power Sales Agreement between PMPA and its Participants at year-end 2028 and 2029, and to better track future working capital and fuel requirements;

**NOW, THEREFORE, BE IT RESOLVED BY PIEDMONT MUNICIPAL POWER AGENCY
IN MEETING DULY ASSEMBLED:**

That PMPA begin utilizing the Operating Fund separate from the Revenue Fund and establish a Fuel Account under the Operating Fund, as authorized in the General Bond Resolution, and

BE IT FURTHER RESOLVED that management be authorized to open a new bank account with U.S. Bank to act as the Operating Fund.

Adopted this 18th day of December, 2025.

PIEDMONT MUNICIPAL POWER AGENCY

ATTEST: (Seal)

James A. Sevic
Chairman

Joel D. Ledbetter
General Manager/Secretary



MEMO

DATE: December 11, 2025

TO: Directors and Alternate Directors

FROM: Joel D. Ledbetter

SUBJECT: 2026 Board Meeting Dates

The following are the suggested Board Meeting dates for 2026. Please check your calendars to determine whether there are any conflicts with these dates.

January 20*
 February 19
 March 19
 April 16
 May 21
 June 18
 August 20
 September 24**
 November 19
 December 17

Due to the Power Conference scheduled July 9-12, there is no scheduled July meeting.

Due to the Planning Meeting scheduled October 21-23, there is no scheduled October meeting.

The PMPA ByLaws state, "Regular meetings of the Board of Directors shall be held on the third Thursday of the first month in each quarter of each fiscal year at such time and place as the Board of Directors determines from time to time or, in lieu thereof, on such other days, times and places as the Board of Directors determines at a regular or special meeting; provided, that at least one (1) regular meeting shall be held during each calendar quarter."

See other meetings of interest attached.

* January 20, 2026, is a Tuesday.

** September 24, 2026, is the fourth Thursday.

**Piedmont Municipal Power Agency
Meetings of Interest**

2026

January

20 MASC Hometown Legislative Action Day
Columbia, SC

22-24 SCCMA Conference
Kiawah Island, SC

February

18 PMPA/Palmetto Power Cities
Legislative Breakfast
Columbia, SC

23-25 APPA Legislative Rally
Washington, DC

March

15-18 SC Environmental Conference
Myrtle Beach, SC

29- APPA Engineering & Operations Conf.
Apr. 1 Huntsville, AL

May

28-30 SCCMA Conference
Hilton Head, SC

June

7-10 Palmetto Power Cities Annual Meeting
Hilton Head, SC

21-24 AWWA National Conference
Washington, DC

26- APPA National Conference
Jul. 1 Boston, MA

July

9-12 PMPA Power Conference
Myrtle Beach, SC

15-19 MASC Annual Meeting
Greenville, SC

August

31- Catawba Owners Meeting
Sep. 1 TBD

September

13-16 APPA Business & Financial Conference
San Antonio, TX

2027

January

21-23 SCCMA Conference
Kiawah Island, SC

July

15-18 PMPA Power Conference
Myrtle Beach, SC

August

18-22 MASC Annual Meeting
Myrtle Beach, SC

2028

July

13-16 PMPA Power Conference
Myrtle Beach, SC

20-23 MASC Annual Meeting
Hilton Head, SC

WESTMINSTER POLICE FOUNDATION
PRESENTS

BACK THE BLUE



5K FUN RUN



SCAN TO SIGN UP
TODAY!



MAY 16, 2026

WESTMINSTER, SC

\$25, EARLY BIRD PRICE!